



CITY OF KUNA

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

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www.kunacity.id.gov

OCTOBER 7, 2014

6:00 P.M. WORK SESSION

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
AMENDED AGENDA
TUESDAY, OCTOBER 7, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

6:00 P.M. WORK SESSION

Call to Order and Roll Call

1.1 Discussion Regarding the Area of Impact Boundary Line on the North and Northeast between the City of Kuna and the City of Meridian

1.2 Adjournment

7:00 P.M. REGULAR CITY COUNCIL

Call to Order and Roll Call

Invocation: Marcus Omdahl, New Beginnings Christian

Pledge of Allegiance: Mayor Nelson

Request to Amend the Agenda

(The council must move to amend the agenda per IC 67-2343 Effective July 1, 2009.)

Amend the agenda originally posted on October 3, 2014 to remove Ordinance No. 2014-17 Arbor Ridge Subdivisions No. 2 & 3 and to amend the packet material to replace Ordinance No. 2014-10 Temporary Mobile Vendor Permit with the corrected ordinance.

Staff was notified of the request on Monday, October 6, 2014.

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 September 16, 2014 Special Meeting

B. Accounts Payable Dated October 7, 2014 in the Amount of \$324,030.60.

C. Alcohol Licenses:

D. Resolutions:

E. Findings of Facts and Conclusions of Law:

1. 14-01-S (Subdivision) Sailor Shores Meadows Subdivision

A preliminary plat re-approval for a residential subdivision in Kuna consisting of 26 buildable lots and 2 common lots on approximately 4.77 acres.

2. 14-01-ZC: Ridley's Family Markets

Request for a rezone of approximately 7.98 acres. This is a request to change from R-6, to C-1 (Neighborhood Business District) within the Merrill Family Center Commercial subdivision.

2. Citizen's Reports or Requests:

A. Red Ribbon Week Proclamation for Snake River Young Marines

B. Air Force Collegiate Opportunities – Lt. Col. Ange Keskey, Deputy Liaison Officer, Idaho

C. Fee Waiver Request from Kuna Lions Club for use of Senior Center on November 27, 2014 for Thanksgiving Dinner – Diana Cullin

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

A. 02-05-AN, Sub, Planned Unit Development (PUD) Conditions of Approval Modification Crimson Point Subdivision – DB Development

Applicant requests modification of the conditions of approval for the Crimson Point PUD subdivision development at the northwest corner of Deer Flat and Ten Mile Roads. This request is for the requirement for single-story homes along the entire north boundary of the project be removed allowing two-story homes to be built on the remaining open lots.

4. Business Items:

A. 14-04-FP – Final Plat; Greyhawk No. 3 - Residential Sub; Kent Brown

Applicant Requests Final Plat Approval for Greyhawk Subdivision No. 3 which Proposes 21 residential lots and two (2) common lots – Troy Behunin, Senior Planner

B. Continued Discussion for Consideration to Approve Resolution No. R47-2014 Adopting New Fee Schedule with J&M Sanitation, Inc. – Richard Roats, City Attorney

C. Consideration to Approve Resolution No. R51-2014 Integra Service Agreement – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE INTEGRA SERVICE AGREEMENT TO UPGRADE THE INTERNET SERVICE TO ACCEPTABLE STANDARDS FOR THE SAFETY, WELFARE AND PROTECTION OF THE CITY AND THE PUBLIC AND TO THE CITY OF KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- D. Consideration to Approve Resolution No. R52-2014 Vendor Payments – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PROCESS PAYMENT OF AMOUNTS OWED TO CERTAIN VENDORS PRIOR TO APPROVAL BY THE CITY COUNCIL.

- E. Consideration to Approve Resolution No. R53-2014 Bureau of Reclamation Permit – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE CONSENT TO USE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- F. Consideration to Approve Resolution No. R54-2014 Idaho Humane Society Contract – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE FISCAL YEAR OCTOBER 1, 2014 TO SEPTEMBER 30, 2015

- G. Consideration to Adopt Resolution No. R55-2014 Approving Execution of Consultant Services Agreement with Keller Associates – Gordon Law, City Engineer

- H. Consideration to Join the Nation Mainstreet Program – \$250 Annually – Mayor Nelson

- I. Monthly Project Report – Gordon Law, City Engineer

5. Ordinances:

- A. **First Reading of Ordinance No. 2014-10 Temporary Mobile Vendor Permit**

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 OF THE CITY OF KUNA, IDAHO AMENDING TITLE 3, CHAPTER 3 AMENDING THE TITLE TO TEMPORARY MOBILE VENDOR'S PERMIT, SETTING FORTH CERTAIN DEFINITIONS, WHEN A PERMIT IS

REQUIRED AND EXCEPTIONS TO THE PERMIT REQUIREMENT, SETTING FORTH THE APPLICATION AND FEE, SETTING FORTH THE ISSUANCE AND EXHIBITION OF THE LICENSE, PROVIDING FOR CERTAIN RESTRICTIONS AND STANDARDS, REQUIRING THAT GREY WATER BE DISPOSED OF PROPERLY, REQUIRING TEMPORARY MOBILE VENDORS TO OBTAIN A SPECIAL EVENT PERMIT DURING AN APPROVED SPECIAL EVENT, PROVIDING FOR AN EXPIRATION DATE, SETTING FORTH UNLAWFUL CONDUCT, PROVIDING FOR AN APPEAL PROCESS, PROVIDING FOR A PENALTY AND SEVERANCE CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

B. *First Reading of Ordinance No. 2014-13 Kuna Caves Storage Units Irrigation Annexation*

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 OF THE CITY OF KUNA, IDAHO, ANNEXING PARCELS S1322111055 AND S1322111060, CONTAINING THE KUNA CAVES STORAGE FACILITY, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

C. *First Reading of Ordinance No. 2014-14 Crimson Point Subdivision No. 7 Irrigation Annexation*

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 OF THE CITY OF KUNA, IDAHO, ANNEXING CRIMSON POINT SUBDIVISION NO. 7, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

D. *First Reading of Ordinance No. 2014-15 Greyhawk Subdivision No. 3 Irrigation Annexation*

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 OF THE CITY OF KUNA, IDAHO, ANNEXING THE GREYHAWK SUBDIVISION NO. 3, INTO THE KUNA MUNICIPAL IRRIGATION

DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

E. *First Reading of Ordinance No. 2014-16 Silver Trail Subdivision No. 1 Irrigation Annexation*

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 OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL R1727740024, CONTAINING SILVER TRAIL SUBDIVISION NO. 1, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

~~F. *First Reading of Ordinance No. 2014-17 Arbor Ridge Subdivisions No. 2 & 3 Irrigation Annexation*~~

~~*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 OF THE CITY OF KUNA, IDAHO, ANNEXING A PARCEL, CONTAINING ARBOR RIDGE SUBDIVISIONS NO. 2 & 3, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.~~

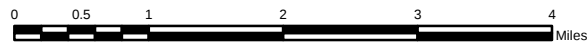
6. Mayor/Council Discussion Items:

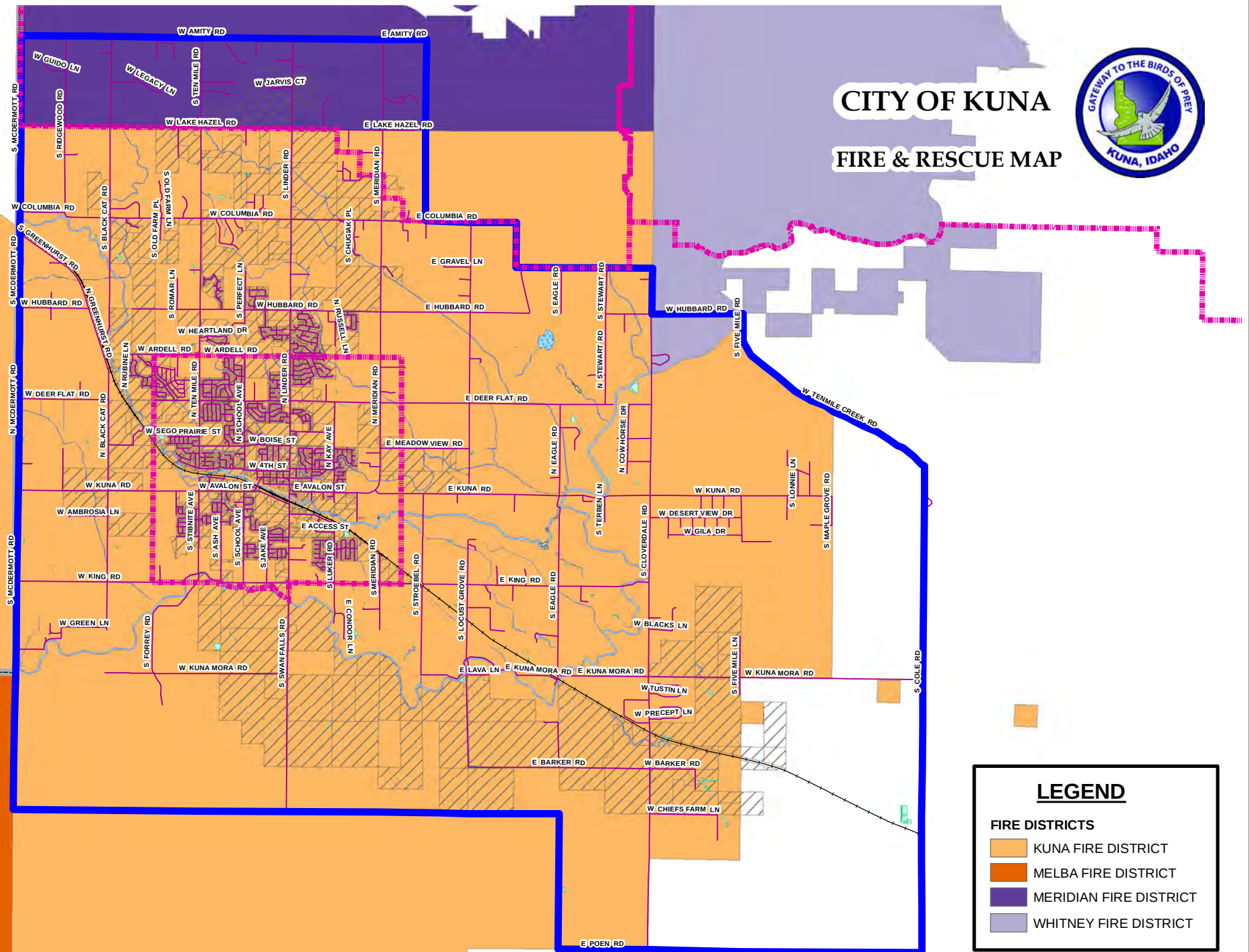
7. Announcements:

8. Executive Session Pursuant to Idaho Code 67-2345(c) for the Purpose of Discussing Property Acquisition

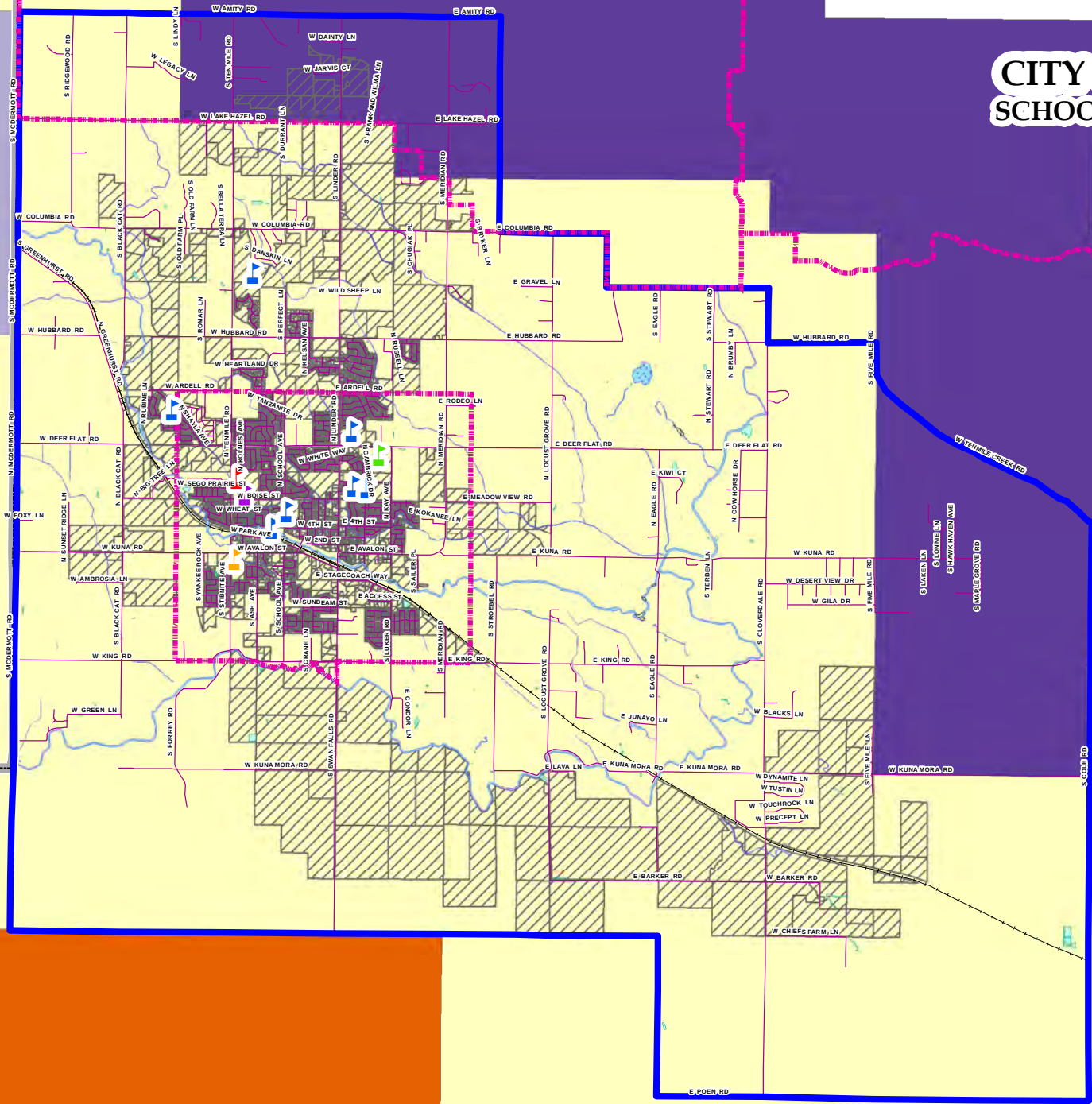
9. Consideration and Vote on Property Acquisition Decision

10. Adjournment:





CITY OF KUNA SCHOOL DISTRICTS



LEGEND

- KUNA HIGH SCHOOL
- KUNA MIDDLE SCHOOL
- ELEMENTARY SCHOOL
- ALTERNATIVE SCHOOL
- CHARTER SCHOOL

SCHOOL DISTRICTS

- KUNA SCHOOL DIST
- MELBA SCHOOL DISTRICT
- MERIDIAN SCHOOL DISTRICT
- NAMPA SCHOOL DISTRICT

**CITY OF KUNA
REGULAR CITY COUNCIL MEETING
MINUTES**

TUESDAY, SEPTEMBER 16, 2014

Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR CITY COUNCIL

COUNCIL MEMBERS PRESENT: Mayor W. Greg Nelson
Council President Richard Cardoza
Council Member Briana Buban-Vonder Haar
Council Member Pat Jones
Council Member Joe Stear

CITY STAFF PRESENT: Gordon Law, City Engineer
John Marsh, City Treasurer
Wendy Howell, Planning & Zoning Director
Troy Behunin, Sr. Planner
Bobby Withrow, Parks Supervisor
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 7:04 p.m. Roll call reflected Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

Invocation: Scott Piper, First Baptist Church

Pledge of Allegiance: Mayor Nelson

Consideration to Amend the Agenda (Timestamp 00:00:58)

Amend the agenda packet originally posted on September 12, 2014 to include the following:

3C Packet information for Kuna Summer Crime Update

3D Amended language in section 1.5e of contract with Ada County Sheriff

Remove agenda item 5B Air Quality Vehicle Emission Inspection and Maintenance Program from the agenda.

*Mayor also asked to re-arrange the order so Old Business comes before New Business.

Council Member Stear moved to amend the agenda as written above. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

1. Consent Agenda: (Timestamp 00:02:23)

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 August 26, 2014 Special Meeting
2. Minutes of September 2, 2014 Regular Meeting

B. Accounts Payable Dated September 16, 2014 in the Amount of \$890,153.27

C. Alcohol Licenses:

D. Resolutions:

E. Findings of Facts and Conclusions of Law:

1. 14-04-AN (Annexation), *Ben Bernie Annexation*;
Applicant requests annexation of approximately 1.6 acre parcel into the City of Kuna with an R-4 (Medium Density Residential District) zoning designation.
2. 14-02-AN (Annexation), 14-03-DA and 14-01-LS (Lot Split). *Kirkpatrick Annexation*
Applicant seeks annexation of approx. 6.8 acres into City limits and split the existing parcel into two parcels.

Council Member Stear moved to approve the Consent Agenda as presented. Seconded by Council President Cardoza, all voting aye. Motion carried 4-0.

2. Citizen's Reports or Requests: No reports presented.

***5. Old Business:**

A. Sailor Shores Meadows Subdivision – Troy Behunin, Sr. Planner (Timestamp 00:03:03)

Troy Behunin reported that at the last meeting the council tasked staff with holding a meeting with the developer, school district and police department to discuss the busing concerns. The developer was willing to do that and efforts were made to get the entities together but it wasn't possible due to various schedules. In lieu of the meeting, Mr. Behunin forwarded all of the information, including the preliminary plat including the

1 previous comments from the former Transportation Director to Ben Gleaton who is the
2 new Transportation Director. Mr. Gleaton was informed of council's concerns.

3
4 Mr. Behunin reported that the school district issued a similar response to their first
5 response. They are not in a position to give a firm commitment to service inside the
6 subdivision until they can determine how many students will be living inside the
7 subdivision and if there is a need.

8
9 It was noted the developer has met all of his requirements even going above and beyond
10 regarding the busing of students.

11
12 The developer is aware of the shortfall and under-sizing of the utility pipe in the area that
13 they intend to connect to.

14
15 Mr. Behunin explained Alex Macdonald was unable to attend the meeting but read the
16 following letter to be included with the record:

17
18 *Good Evening Mayor Nelson and City Council Members,*

19
20 *My name is Alex Macdonald, and I am the Managing Member of New Horizons*
21 *Construction Company. I sincerely apologize that I am not able to be at this meeting in*
22 *person.*

23
24 *Thank you for working the last two weeks on ensuring that students are safe when going*
25 *to school. I want to reiterate the opportunity that the Kuna School District has in picking*
26 *up kids by utilizing the cul-de-sac in Sailor Shores when construction is finalized. As*
27 *described in the letter from the Kuna School District dated September 10, 2014 from the*
28 *Kuna Transportation Supervisor, the school district will have the ability to use the cul-de-*
29 *sac. This was also reiterated in an email in similar context dated July 8, 2014 to myself.*
30 *I believe both of these documents are in your packets tonight. I am encouraged to know*
31 *that the Kuna School District can pick up students in Sailor Shores which meets the*
32 *concerns of this council and neighbors.*

33
34 *Thank you again for your consideration of approval of Sailor Shores Subdivision and I*
35 *assure you that this subdivision will be a valuable asset to the community.*

36
37 *Alex Macdonald*

38
39 Clarification was made by Gordon Law in response to a concern that the irrigation
40 flooding out in the Sailor Shores property was addressed during the Walgreens and Les
41 Schwab development. A buried drain line was installed from Sailor Shores across the
42 Walgreens and Les Schwab property to the extension of Kay Avenue.

43
44 **Council Member Stear moved to approve the preliminary plat for the Sailor Shores**
45 **Meadows Subdivision. Seconded by Council Member Jones, all voting aye. Motion**
46 **carried 4-0.**
47

1 **3. New Business**

- 2
- 3 A. Idaho Transportation Federal Funding Update – Rhonda Jalbert, Valley Regional Transit
4 and Toni Tisdale, Community Planning Association of Southwest Idaho (COMPASS)
5 *(Timestamp 00:12:01)*

6

7 Toni Tisdale, Principal Planner, COMPASS, introduced the group of presenters. A packet
8 of reference material was presented to the Council that provides updates on the federal
9 funding levels; and amounts for state and local programs for highways and transit. The
10 material also includes deadlines for upcoming application programs. She offered
11 assistance to staff on projects and programs.

12

13 *(Timestamp 00:13:39)*

14 Ronda Jalbert, Director of Development, Valley Regional Transit (VRT), reported on 3
15 types of funding sources for large and small urban and rural. Kuna is in a rural area
16 where funds are administered by Idaho Transportation Department (ITD) and sub-
17 allocated by districts. Applications must go through statewide process. There is typically
18 a local match for federal funding. VRT gets local funding from jurisdictions, counties,
19 cities and Ada County Highway District (ACHD).

20

21 The Valley Connect Plan is an overall view of the long range plan of how the system will
22 gradually be built. The plan depicts how the region of Ada and Canyon County will be
23 connected and it includes a line coming out to Kuna. Their one-call, one-click system
24 helps riders to determine how services can benefit them.

25

26 *(Timestamp 00:18:27)*

27 Mark Wasdahl, Senior Planner, ITD, explained the State Transportation Investment Plan
28 for Ada County 2014-2018. The handout listed descriptions, locations, status and budget
29 amounts for each project. He also provided a spreadsheet of the Community Choices
30 Funded Project Years noting the Ada County projects.

31

32 *(Timestamp 00:22:29)*

33 Wayne Herbel, Federal-Aid Area Manager, Local Highway Technical Assistance Council
34 (LHTAC), distributed pamphlets and reported on the local workshops. He reported on
35 funding options they provide pointing out the three that Kuna would be eligible for:
36 Local Highway Safety Improvement Program (LHSIP), Surface Transportation Program
37 (STP) and Federal-aid Bridge Program. Applications can be obtained on their website
38 and deadlines for the applications were provided on the handouts.

- 39
- 40 B. Kuna's Survey Results for Transit and Costs for Service – Valley Regional Transit,
41 Rhonda Jalbert *(Timestamp 00:30:52)*

42

43 Ms. Jalbert, VRT Development Director, 700 NE Second Street, Meridian, explained the
44 City of Kuna has approached VRT for Kuna services. They created a stakeholder group
45 which consisted of Rhonda Jalbert, VRT Planner, Kelli Fairless, Mayor Nelson, Wendy
46 Howell, ACHD and other various stakeholders within the group.

47

1 A charter was drafted and objectives developed by the stakeholder group. A survey was
2 posted out to the Kuna residents to give input into the types of public transportation
3 options they would prefer. They received 78 responses to the Kuna Bus Survey reflecting
4 54% preferred commuter service. Respondents tended to be 24-49 years old and do not
5 want to give up their vanpool.
6

7 Based on the survey, proposed options for a Commuter Service route could be to several
8 key locations in Kuna and then up to Meridian Road and Overland Road. Due to the
9 construction on the Meridian interchange, they are not serving the Axiom Park and Ride.
10 A location would still need to be determined. Estimated costs would be about \$25,000
11 per year. The match ratio for the operating costs would be 60% Federal funding and 40%
12 Local Match. Kuna would need to provide the 40%.
13

14 A second option would be services from Kuna to downtown Boise to the Transit Mall.
15 Costs (one-way) would be about \$51,000 with the local match being 20%. If two trips
16 were done it would double the costs.
17

18 They would like input from the City Council on the proposal. The application for 5311
19 funding is due November 14, 2014. They will come back in October and ask for an action
20 item that Kuna would be willing to support for providing the local match for the
21 operations.
22

23 C. Kuna Summer Crime Update – Justin Dusseau, Chief of Police (*Timestamp 01:03:25*)
24

25 Chief Dusseau presented a recap of police activity for June, July and August noting that it
26 is very common for calls for service to go up during the summer months. They have been
27 focusing on juvenile crime and reported that the crime has decreased.
28

29 Reports regarding more of the labor intensive type of calls (assault, battery or fight) were
30 explained noting the crimes were increased.
31

32 Drug arrests have been improving since there were just 23 during the summer, mostly for
33 paraphernalia.
34

35 Property crime totaled 19 cases with 42% juveniles and 58% adults. A report on the
36 recent break into the Old Gym was reported.
37

38 Chief Dusseau commented that the ordinances are helping the police department to do
39 better enforcement.
40

41 Mayor Nelson stated that he is pleased with the police department's efforts and feels the
42 city is doing better with less drug problems taking place.
43

44 D. Consideration to Approve Resolution No. R48-2014 Contract with Ada County Sheriff –
45 Richard Roats, City Attorney (*Timestamp 01:25:56*)
46
47

1 **Council Member Buban-Vonder Haar moved to approve Resolution No. R48-2014.**
2 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
3

- 4 E. Consideration to Approve Resolution No. R49-2014 Contract with Ada County
5 Prosecuting Attorney – Richard Roats, City Attorney (*Timestamp 01:27:48*)
6

7 **Council Member Buban-Vonder Haar moved to approve Resolution No. R49-2014.**
8 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
9

- 10 F. Consideration to Approve Resolution No. R50-2014 Authorizing Execution of a
11 Consultant Services Agreement with J-U-B Engineers to Prepare and Submit Waste
12 Water Reuse Permit – Gordon Law, City Engineer (*Timestamp 01:29:25*)
13

14 **Council Member Stear moved to approve Resolution No. R50-2014. Seconded by**
15 **Council Member Jones, all voting aye. Motion carried 4-0.**
16

- 17 G. Consideration to Approve Splitting the Membership Fees with the Chamber of Commerce
18 for the Boise Valley Economic Partnership – Mayor Nelson (*Timestamp 01:36:00*)
19

20 Mayor Nelson explained this was agreed upon last year. A check from the city and a
21 check from the Chamber of Commerce will be hand delivered to pay the membership
22 fees.
23

24 **4. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.)**
25

- 26 A. 14-01-ZC: Ridley's Family Markets – Troy Behunin, Sr. Planner
27 Request by Mark Ridley (For CJM, LLP), for a rezone of approximately 7.98 acres
28 located at the southwest corner (SWC) of Deer Flat Road and Highway 69. This is a
29 request to change the current zoning, R-6 (Medium Density Residential) in the City, to C-
30 1 (Neighborhood Business District) within the forth coming Merrill Family Center
31 Commercial subdivision. (*Timestamp 01:37:22*)
32

33 Troy Behunin explained the above request for a zone change from Ridley's Family
34 Markets. All noticing requirements have been met and staff supports the request.
35

36 Mayor Nelson opened the public hearing at 8:44 p.m. reporting no one signed the list to
37 speak. An invitation was extended to the audience to make public comment. There being
38 no testimony offered, Mayor Nelson closed the Public Hearing.
39

40 **Council Member Buban-Vonder Haar moved to approve Case No. 14-01-ZC Rezone**
41 **request for Ridley's property with the conditions of approval listed in the packet.**
42 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
43

- 44 B. J&M Sanitation – Tim Gordon, J&M Sanitation, Inc.
45 Public Hearing to Gather Public Testimony Concerning a Proposed Increase in the Solid
46 Waste Collection Service Fees Charged by J&M Sanitation Pursuant to City of Kuna

1 Ordinance No. 679 Establishing a System for the Collection, Hauling and Removal of
2 Solid Waste within the City and Establishing Fees on the Collection thereof.
3 (Timestamp 01:41:32)
4

5 Timothy Gordon, 1206 North Blackcat Road, owner of J&M Sanitation presented a
6 proposal for a rate increase of 8% and a Consumer Price Index (CPI) annual rate increase.
7 He reported briefly on the history explaining in 2008 was the last rate increase of \$1.50
8 then the city raised the franchise fees which took \$1.00 back of that so over the last 9
9 years there has only been a \$.50 increase in the solid waste fees. He also talked about
10 accumulative impacts in addition to changing the way payments were made. Before
11 2009, the payments were all made in the month following the month of service and now it
12 is upon receipt. The combined billing is a win-win for the city and the customer. He
13 referred to the franchise law of health and safety and feels strongly that the unlimited
14 service is good for the community.
15

16 John Marsh is trying to get the revenue stream improved and received more quickly. He
17 appreciates any support that can be given in this respect.
18

19 Mr. Gordon reported that the income for J&M has decreased over the past 6 years due to
20 increases experienced for labor, repairs and fleet management purchases. They
21 modernized their services by purchasing side load residential trucks, front load
22 commercial trucks, roll-off and a transfer trailer truck to prepare them for more
23 commercial growth in Kuna.
24

25 Mr. Gordon included in the packet a complete review and comparison of trash service
26 fees from other cities. He also included information to show an increase comparison
27 since 1986 when J&M charged \$6.00 per month to the current rate of \$17.80. Other
28 information was presented regarding fees in other areas and recyclables. The landfill rate
29 just increased from \$14 to \$15 per cubic yard.
30

31 A discussion ensued regarding the unlimited trash service provided by J&M. A fee of \$2
32 for a second can is charged but there are no additional fees for extra trash cans put out by
33 customers at this time.
34

35 Council Member Jones asked about charging a late fee. J&M Sanitation is paid only after
36 the city receives the payments. Discussion took place on paying J&M in more frequent
37 intervals.
38

39 Council Member Stear thanked J&M for all the extra services they provide to keep our
40 community clean.
41

42 Council Member Buban-Vonder Haar commented on the safety factor for J&M
43 employees if all residents were using the automated tip carts. It was suggested that all
44 customers pay the same rate and they can have the option of the tip cart since there would
45 not be an additional fee for it.
46

Mr. Gordon was in favor of customers being required to have the tip carts and being charged the same fee. He will still provide unlimited trash services. This will also include the Senior Citizens.

Council Member Cardoza expressed appreciation to J&M for the unlimited services they provide to help keep unwanted items discarded out along Swan Falls Road or other secluded areas.

Mayor Nelson opened the Public Hearing at 9:23 p.m. reporting no one signed the list to speak. An invitation was extended to the audience to make public comment. There being no testimony offered, Mayor Nelson closed the Public Hearing.

Attorney Roats pointed out the CPI adjustment was not included in the resolution.

The Mayor suggested the resolution be placed on the next agenda for approval. Tim Gordon will not be able to attend but he will send Chad Gordon to represent the company.

1. Consideration to Approve Resolution No. R47-2014 Adopting New Fee Schedule with J&M Sanitation, Inc.

Council Member Buban-Vonder Haar moved to table Resolution No. R47-2014 regarding the rate increase with J&M until the next regularly scheduled council meeting. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

5. Old Business:

- A. Sailor Shores Meadows Subdivision – Troy Behunin, Sr. Planner (*Timestamp 00:03:03*)

This item was discussed earlier in the meeting after agenda item 2.

~~B. Air Quality Vehicle Emission Inspection and Maintenance Program – Mayor Nelson~~

This item was removed from the agenda.

6. Ordinances: (*Timestamp 02:22:04*)

- A. **First Reading of Ordinance No. 2014-09A Amending 2014-09 Danskin 47 Acres**

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 KUNA CITY ORDINANCE NO. 2014-09 THAT AMENDED KUNA CITY ORDINANCE NO. 2006-32 TO ADD PARCEL NO. S131111350 INTO THE ANNEXATION AND REZONE ACTION WHERE SAID PARCEL WAS PREVIOUSLY ANNEXED INTO THE CITY PURSUANT TO KUNA CITY ORDINANCE NO. 2006-34; HOWEVER PARCEL NO. S131111350 WAS NOT REZONED AS CONSIDERED AND APPROVED FOR REZONE BY THE CITY OF

KUNA, IDAHO CITY COUNCIL AFTER PUBLIC NOTICE AND HEARING;
THEREFORE THIS ORDINANCE SHALL REZONE PARCEL NO. S1311111350
AND ESTABLISH THE CORRECT ZONING CLASSIFICATION OF R-6;
DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY
LAW; AND PROVIDING AN EFFECTIVE DATE.

Council Member Stear moved to consider and dispense with the full reading and three consecutive readings of Ordinance No. 2014-09A. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

**Council Member Stear moved to approve Ordinance No. 2014-09A. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:
Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear
Voting No: None
Absent: None
Motion carried 4-0.**

Council Member Stear moved to approve a summary publication of Ordinance No. 2014-09A. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

7. Mayor/Council Discussion Items:

A. Vandalism Discussion – Mayor Nelson (*Timestamp 02:25:07*)

Mayor Nelson explained the desire to consider an award for individuals turning in names of juveniles doing vandalism and asked Richard Roats to put something together with appropriate language. He would like to see the offenders put to work.

B. Reminder: Upcoming City Council Joint Meeting with City of Meridian on September 23, 2014 at 3:00 p.m., Kuna City Hall (*Timestamp 02:26:34*)

8. Announcements:

Mayor Nelson commented that the Sesquicentennial Birthday Celebration very successful and everyone enjoyed it.

9. Executive Session:

10. Adjournment:

Council Member Stear moved to adjourn the meeting at 9:32 p.m.

W. Greg Nelson, Mayor

1 ATTEST:
2
3
4

5 _____
6 Brenda S. Bingham, City Clerk

7 *Minutes prepared by Brenda Bingham*

8 *Date Approved: CCM 10/7/14*
9
10

11 ***An audio recording of this meeting is available at City Hall upon request or it can be accessed***
12 ***at the City of Kuna website www.kunacity.id.gov***
13

DRAFT

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	4088666-000	2108	<u>1 BOX OF SPRINKLERS, 3 CONTROL BOXES FOR SPRINKLER VALVES, B.WITHROW, PARKS, SEPT.'14</u>	09/12/2014	404.87	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/14		
Total 2M COMPANY, INC.:						404.87	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	09112014A		<u>CHIP SEAL BOISE PI-LINDER WATERLINE, SEPT 14</u>	09/11/2014	1,021.63	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	093014A		<u>ACHD IMPACT FEE TRANFER, SEPT 14</u>	10/01/2014	20,524.00	.00	<u>01-2510 ACHD IMPACT FEE TRANSFER</u>	0	9/14		
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						21,545.63	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	12782		<u>ACHD SHOP RENT, OCT 2014 - PARKS</u>	09/30/2014	148.50	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	1004	9/14		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	12782		<u>ACHD SHOP RENT, OCT 2014 - WATER</u>	09/30/2014	126.00	.00	<u>20-6211 RENT- BUILDINGS & LAND</u>	0	9/14		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	12782		<u>ACHD SHOP RENT, OCT 2014 - SEWER</u>	09/30/2014	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	9/14		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	12782		<u>ACHD SHOP RENT, OCT 2014 - PI</u>	09/30/2014	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	9/14		
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	09022014A		<u>PROSECUTORIAL SERVICES SEPT.'14</u>	09/02/2014	4,075.92	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	9/14		

City of Kuna

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Total ADA COUNTY PROSECUTING ATTORNE:						4,075.92	.00					
ADA COUNTY TREASURER												
68	ADA COUNTY TREASURER	091814		<u>2006-1 LID FORMERLY OWNED BY KUNA 75 LLC, TAXES ON PARCEL #S1419314950, FOR 2013, ADMIN, SEPT 14</u>	09/18/2014	126.78	126.78	<u>01-6160 MISCELLANEOUS EXPENSES</u>	0	9/14	09/23/2014	
68	ADA COUNTY TREASURER	091814		<u>2006-1 LID FORMERLY OWNED BY KUNA 75 LLC, TAXES ON PARCEL #S1419314950, FOR 2013, SEWER, SEPT 14</u>	09/18/2014	360.86	360.86	<u>21-6160 MISCELLANEOUS EXPENSES</u>	0	9/14	09/23/2014	
68	ADA COUNTY TREASURER	091814		<u>2006-1 LID FORMERLY OWNED BY KUNA 75 LLC, TAXES ON PARCEL #S1419314950, FOR 2012, ADMIN, SEPT 14</u>	09/18/2014	141.94	141.94	<u>01-6160 MISCELLANEOUS EXPENSES</u>	0	9/14	09/23/2014	
68	ADA COUNTY TREASURER	091814		<u>2006-1 LID FORMERLY OWNED BY KUNA 75 LLC, TAXES ON PARCEL #S1419314950, FOR 2012, SEWER, SEPT 14</u>	09/18/2014	404.00	404.00	<u>21-6160 MISCELLANEOUS EXPENSES</u>	0	9/14	09/23/2014	
68	ADA COUNTY TREASURER	091814		<u>2006-1 LID FORMERLY OWNED BY KUNA 75 LLC, TAXES ON PARCEL #S1419314950, FOR 2011, ADMIN, SEPT 14</u>	09/18/2014	127.14	127.14	<u>01-6160 MISCELLANEOUS EXPENSES</u>	0	9/14	09/23/2014	
68	ADA COUNTY TREASURER	091814		<u>2006-1 LID FORMERLY OWNED BY KUNA 75 LLC, TAXES ON PARCEL #S1419314950, FOR 2011, SEWER, SEPT 14</u>	09/18/2014	361.86	361.86	<u>21-6160 MISCELLANEOUS EXPENSES</u>	0	9/14	09/23/2014	
Total ADA COUNTY TREASURER:						1,522.58	1,522.58					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	07022014A		<u>FY 2014-2015 MEMBERSHIP DUES, JULY 14</u>	07/02/2014	6,613.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/14		
Total ASSOCIATION OF IDAHO CITIES:						6,613.00	.00					

AUTOZONE, INC.

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1606	AUTOZONE, INC.	4126584465	03	<u>1 EA JAW PULLER, 5TON, 2 EA FRAM OIL FILTERS, 2 EA FRAM OIL SPIN ONS, B WITHROW, WATER, SEPT 14</u>	09/10/2014	48.03	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/14		
1606	AUTOZONE, INC.	4126584529	03	<u>1 EA AUTO RANGING DIGITAL MULTIMETER, 1 EA DURALAST 6 GUAGE BOOSTER CABLE, B BACHMAN, PI, SEPT 14</u>	09/10/2014	56.68	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	9/14		
1606	AUTOZONE, INC.	4126588387	03	<u>FRAM OIL FILTER, CAR #71, ADMIN CAR, B BACHMAN, SR CTR, SEPT 14</u>	09/15/2014	9.29	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1001	9/14		
1606	AUTOZONE, INC.	4126589450	06	<u>RED LIGHT ROCKER SWITCH, #3 VEHICLE, BRUCE, G, SEWER, SEPT 14</u>	09/17/2014	6.97	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/14		
Total AUTOZONE, INC.:						120.97	.00					
BOB BACHMAN												
1041	BOB BACHMAN	10022014B		<u>REIMBURSEMENT, 1 PR SAFETY STEEL TOED BOOTS, B BACHMAN, OCT14</u>	10/02/2014	150.00	.00	<u>01-6285 UNIFORMS</u>	1004	9/14		
Total BOB BACHMAN:						150.00	.00					
BONNEVILLE BLUEPRINT SUPPLY, INC.												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	PS180638		<u>SCANS AND COPYING SCANS TO CD, WATER, SEPT.'14</u>	09/18/2014	126.84	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	PS180638		<u>SCANS AND COPYING SCANS TO CD, SEWER, SEPT.'14</u>	09/18/2014	126.84	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	PS180638		<u>SCANS AND COPYING SCANS TO CD, P.I, SEPT.'14</u>	09/18/2014	48.32	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/14		
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:						302.00	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4575428	2137	<u>2 CASES PAPER TOWELS, NWWTP, B.WITHROW, WATER, SEPT.'14</u>	09/24/2014	47.04	.00	<u>20-6025 JANITORIAL</u>	0	9/14		

City of Kuna

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1240	BRADY INDUSTRIES OF IDAHO LLC	4575428	2137	<u>2 CASES PAPER TOWELS, NWWTP, B WITHROW, SEWER, SEPT.'14</u>	09/24/2014	47.04	.00	<u>21-6025 JANITORIAL</u>	0	9/14		
1240	BRADY INDUSTRIES OF IDAHO LLC	4575428		<u>2 CASES PAPER TOWELS, NWWTP, B WITHROW, P.I., SEPT.'14</u>	09/24/2014	17.92	.00	<u>25-6025 JANITORIAL</u>	0	9/14		
Total BRADY INDUSTRIES OF IDAHO LLC:						112.00	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	466022	2156	<u>3/4 INCH ROADMIX FOR GREENBELT EXTENSION, UPRR GRANT, BOB BACHMAN</u>	09/23/2014	55.80	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
10	BUSY BEE SAND & GRAVEL	466034	2156	<u>3/4 INCH ROADMIX FOR GREENBELT EXTENSION, UPRR GRANT, BOB BACHMAN</u>	09/23/2014	54.50	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
10	BUSY BEE SAND & GRAVEL	466095	2156	<u>POTTER ROAD MIX AT BLACKCAT, FOR GREENBELT EXTENSION, UPRR GRANT, B.BACHMAN, SEPT.'14</u>	09/24/2014	56.00	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
10	BUSY BEE SAND & GRAVEL	466109	2156	<u>POTTER ROAD MIX AT BLACKCAT, FOR GREENBELT EXTENSION, UPRR GRANT, B.BACHMAN, SEPT.'14</u>	09/24/2014	54.70	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
10	BUSY BEE SAND & GRAVEL	466123	2156	<u>POTTER ROADMIX AT BLACKCAT, UPRR GRANT, GREENBELT EXTENSION, C ENGELS, SEPT 14</u>	09/24/2014	60.50	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
10	BUSY BEE SAND & GRAVEL	466170	2156	<u>POTTER ROAD MIX AT BLACKCAT, FOR GREENBELT EXTENSION, UPRR GRANT, B.BACHMAN, SEPT.'14</u>	09/24/2014	60.60	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
10	BUSY BEE SAND & GRAVEL	466249	2156	<u>POTTER ROAD MIX AT BLACKCAT, FOR GREENBELT EXTENSION, UPRR GRANT, B.BACHMAN, SEPT.'14</u>	09/25/2014	57.80	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		

City of Kuna

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10	BUSY BEE SAND & GRAVEL	466260	2156	POTTER ROADMIX AT BLACKCAT, UPRR GRANT, GREENBELT EXTENSION, C ENGELS, SEPT 14	09/25/2014	62.90	.00	03-6362 EXPENDITURE-UP- GREENBELT EXTEN	0	9/14		
10	BUSY BEE SAND & GRAVEL	466273	2156	3/4 INCH ROADMIX FOR GREENBELT EXTENSION, UPRR GRANT, BOB BACHMAN	09/25/2014	58.20	.00	03-6362 EXPENDITURE-UP- GREENBELT EXTEN	0	9/14		
10	BUSY BEE SAND & GRAVEL	466285	2156	3/4 INCH ROADMIX FOR GREENBELT EXTENSION, UPRR GRANT, BOB BACHMAN	09/25/2014	65.00	.00	03-6362 EXPENDITURE-UP- GREENBELT EXTEN	0	9/14		
Total BUSY BEE SAND & GRAVEL:						586.00	.00					
CBH HOMES												
479	CBH HOMES	10012014CBH		DANSKIN LIFT STATION REIMBURSEMENT AGREEMENT, 4.32 EDUS, OCT 14	10/01/2014	1,645.92	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	9/14		
Total CBH HOMES:						1,645.92	.00					
CENTURYLINK												
62	CENTURYLINK	A301347		CLAIM #0570417	07/31/2014	192.75	.00	25-6020 CAPITAL IMPROVEMENTS	0	7/14		
Total CENTURYLINK:						192.75	.00					
COMPRESSOR - PUMP & SERVICE IN												
909	COMPRESSOR - PUMP & SERVICE IN	0144542-IN	1899	TROUBLESHOOT/REPAIR BLOWER MOTOR, N.WWTP, JULY '14 - VENDOR	07/31/2014	1,720.48	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/14		
Total COMPRESSOR - PUMP & SERVICE IN:						1,720.48	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	7076	2121	REPLACEMENT TRANSDUCER AND LABOR FOR 10 MILE STATION, T.FLEMING, SEWER,								

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
				SEPT.'14	09/11/2014	1,562.57	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	9/14		
	Total CUSTOM ELECTRIC, INC.:					1,562.57	.00					
D & B SUPPLY												
75	D & B SUPPLY	00251871001		2 EA 14 IN CUTOFF WHEEL FOR METAL, 2 EA CUTOFF WHEEL FOR MASONRY, WATER, B, BACHMAN, SEPT 14	09/10/2014	54.39	.00	20-6175 SMALL TOOLS	0	9/14		
75	D & B SUPPLY	00251871001		2 EA 14 IN CUTOFF WHEEL FOR METAL, 2 EA CUTOFF WHEEL FOR MASONRY, PI, B, BACHMAN, SEPT 14	09/10/2014	36.26	.00	25-6175 SMALL TOOLS	0	9/14		
	Total D & B SUPPLY:					90.65	.00					
DIGLINE												
25	DIGLINE	0049864-IN		DIG FEES, JULY 14 - WATER	07/31/2014	77.91	.00	20-6065 DIG LINE EXPENSE	0	7/14		
25	DIGLINE	0049864-IN		DIG FEES, JULY 14 - SEWER	07/31/2014	92.71	.00	21-6065 DIG LINE EXPENSE	0	7/14		
25	DIGLINE	0049864-IN		DIG FEES, JULY 14 - PI	07/31/2014	32.43	.00	25-6065 DIG LINE EXPENSE	0	7/14		
	Total DIGLINE:					203.05	.00					
E4 PARTNERSHIP, LLC												
1655	E4 PARTNERSHIP, LLC	10012014E4P		DANSKIN LIFT STATION REIMBURSEMENT AGREEMENT, 1.08 EDU'S, OCT 14	10/01/2014	411.48	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	9/14		
	Total E4 PARTNERSHIP, LLC:					411.48	.00					
EDMARK GM SUPERSTORE												

City of Kuna

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357	EDMARK GM SUPERSTORE	1031607	2140	<u>EMISSIONS TEST, TRUCK #9, B. BACHMAN</u>	09/22/2014	10.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	9/14		
Total EDMARK GM SUPERSTORE:						10.00	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0598578		<u>WATER SERVICE REPAIR, SCHOOL ST, C. DEYOUNG, WATER, AUG 14</u>	08/28/2014	401.32	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/14		
219	FERGUSON WATERWORKS #1701	0599428	2110	<u>8x6 REDUCER WITH ACCESSORY KIT, WATER EXT. OWYHEE & PARK AVE, C.DEYOUNG, WATER, SEPT.'14</u>	09/15/2014	192.71	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
219	FERGUSON WATERWORKS #1701	0599495		<u>12 IN PI TIE IN FOR KUNA KAVE STORAGE, PO#2046 WAS USED FOR WRONG PART, PI, C. DEYOUNG, SEPT 14</u>	09/15/2014	1,951.97	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	0	9/14		
219	FERGUSON WATERWORKS #1701	CM048242		<u>WRONG PART RETURNED, REF. INV #0598087, 12 IN PI TIE IN KUNA KAVE STORAGE, SEPT 14</u>	09/15/2014	-2,045.81	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	0	9/14		
219	FERGUSON WATERWORKS #1701	CM048287		<u>GATE VALVE RETURNED, INVOICE #0598083, P.I., SEPT.'14</u>	09/23/2014	-421.09	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total FERGUSON WATERWORKS #1701:						79.10	.00					
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	6743	2097	<u>3 EA. REPLACEMENT CHLORINE PUMP HEADS, C.DEYOUNG, WATER, SEPT.'14</u>	09/08/2014	363.10	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total FILTRATION TECHNOLOGY:						363.10	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	111571	2143	<u>CAPACITERS FOR ORCHARD LIFT STATION, J. DUPPOUNG, SEWER, SEPT.'14</u>	09/23/2014	187.34	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		

City of Kuna

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996	GEM STATE ELECTRIC	111582	2148	<u>2 EA. CAPACITORS FOR ORCHARD STATION, J.DUPPONG, SEWER, SEPT.'14</u>	09/24/2014	51.30	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total GEM STATE ELECTRIC:						238.64	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	C598323	2111	<u>20 EA. PRODDDED METERS, 24 EA. NON-PRODDDED METERS, C.DEYOUNG, WATER, SEPT.'14</u>	09/12/2014	10,732.32	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
63	HD SUPPLY WATERWORKS LTD	C708538	1948	<u>1 EA 2" VALVE, 1 EA 2" BRASS NIPPLE, C.DEYOUNG, P.I., JUL.'14</u>	07/29/2014	265.70	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	7/14		
63	HD SUPPLY WATERWORKS LTD	C760161	2015	<u>VALVES, GASKETS, AND BOLT KITS FOR THE CHAPPAROSA PUMP STATION, P.I., C.DEYOUNG, AUG.'14</u>	08/14/2014	2,236.79	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/14		
63	HD SUPPLY WATERWORKS LTD	C874995	2112	<u>6 EA. 2" SADDLES, 1 EA. POLYCUTTER, FOR THE BUTLER P.I, C.DEYOUNG, SEPT.'14</u>	09/12/2014	652.12	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
63	HD SUPPLY WATERWORKS LTD	C956202	2113	<u>8" VALVE, 8" PLUG, 8"ACCESS KIT, BOLT KIT, GASKET, FOR WATER EXTENSION AT QWYHEE & PK. AVE, C.DEYOUNG, WATER, SEPT.'14</u>	09/12/2014	962.80	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	0	9/14		
63	HD SUPPLY WATERWORKS LTD	C957232	2142	<u>1000 EA. UR CONNECTORS, C.DEYOUNG, WATER, SEPT.'14</u>	09/23/2014	170.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total HD SUPPLY WATERWORKS LTD:						15,019.73	.00					
HDR ENGINEERING, INC.												
1646	HDR ENGINEERING, INC.	175207-B		<u>CONSTRUCTION MANAGEMENT FINE SCREEN PROJECT, G LAW, SEWER, SEPT 14</u>	09/03/2014	1,993.35	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total HDR ENGINEERING, INC.:						1,993.35	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
HOCOCHAN HOLDINGS, INC. dba												
1619	HOCOCHAN HOLDINGS, INC. dba	AR331922		<u>MONTHLY COPIER LEASE</u> <u>9/01/14-9/30/14. MX4110N. P & Z</u>	09/11/2014	116.65	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	1003	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331922		<u>MONTHLY COPIER LEASE</u> <u>9/01/14-9/30/14. MXM503M. CITY</u> <u>HALL</u>	09/11/2014	236.85	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MX4110N. ADMIN</u>	09/11/2014	10.64	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MX4110N. P&Z</u>	09/11/2014	10.64	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	1003	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MX4110N. WATER</u>	09/11/2014	13.05	.00	<u>20-6142 MAINT. &</u> <u>REPAIRS-</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MX4110N. SEWER</u>	09/11/2014	17.05	.00	<u>21-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MX4110N. PI</u>	09/11/2014	5.52	.00	<u>25-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MXM503N. ADMIN</u>	09/11/2014	6.38	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MXM503N. P&Z</u>	09/11/2014	6.38	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	1003	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MXM503N. WATER</u>	09/11/2014	7.82	.00	<u>20-6142 MAINT. &</u> <u>REPAIRS-</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MXM503N. SEWER</u>	09/11/2014	10.21	.00	<u>21-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	9/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR331923		<u>MONTHLY COPYCARE</u> <u>INCL.PARTS. LABOR. & TONER.</u> <u>MXM503N. PI</u>	09/11/2014	3.31	.00	<u>25-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
Total HOCOCHAN HOLDINGS, INC. dba:						444.50	.00					
ICRMP												
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - ADMIN</u>	09/01/2014	7,682.10	.00	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/14		
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - P & Z</u>	09/01/2014	2,040.27	.00	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	1003	10/14		
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - PARKS</u>	09/01/2014	2,193.84	.00	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	1004	10/14		
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - SENIOR CENTER</u>	09/01/2014	109.69	.00	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	1001	10/14		
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - WATER</u>	09/01/2014	7,649.19	.00	<u>20-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/14		
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - SEWER</u>	09/01/2014	15,137.49	.00	<u>21-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/14		
35	ICRMP	09012014I		<u>RIST INSURANCE, 10/14-9/15 - PI</u>	09/01/2014	1,751.42	.00	<u>25-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/14		
Total ICRMP:						36,564.00	.00					
IDAHO DEPT OF ENVIRONMENTAL QU												
128	IDAHO DEPT OF ENVIRONMENTAL QU	20150843		<u>FY 2015 DRINKING WATER ASSESSMENT</u>	10/01/2014	16,812.00	.00	<u>20-6060 DEQ ASSESSMENT FEES</u>	0	10/14		
Total IDAHO DEPT OF ENVIRONMENTAL QU:						16,812.00	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	OCT2014		<u>CONTRACT SERVICES - SEPT '14</u>	10/02/2014	4,764.58	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
Total IDAHO HUMANE SOCIETY:						4,764.58	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - ADMIN	09/17/2014	288.05	.00	01-6290 UTILITIES	0	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - P & Z	09/17/2014	76.71	.00	01-6290 UTILITIES	1003	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - SENIOR CENTER	09/17/2014	363.29	.00	01-6290 UTILITIES	1001	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - ST.LIGHTS	09/17/2014	12,308.74	.00	01-6290 UTILITIES	1002	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - PARKS	09/17/2014	872.63	.00	01-6290 UTILITIES	1004	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - WATER	09/17/2014	14,567.63	.00	20-6290 UTILITIES EXPENSE	0	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - PI	09/17/2014	13,502.69	.00	25-6290 UTILITIES EXPENSE	0	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - SEWER	09/17/2014	23,443.94	.00	21-6290 UTILITIES EXPENSE	0	9/14		
38	IDAHO POWER CO	09172014I		SERVICE FOR SEPTEMBER 2014 - NWWTP	09/17/2014	12,610.03	.00	21-6090 FARM EXPENDITURES	0	9/14		
Total IDAHO POWER CO:						78,033.71	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	71052		SETUP PC FOR T BEHUNIN. FIXED ISSUES IN CASELLE. ADMIN, SEPT 14	09/07/2014	84.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71052		SETUP PC FOR T BEHUNIN. FIXED ISSUES IN CASELLE. P&Z, SEPT 14	09/07/2014	28.14	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71052		SETUP PC FOR T BEHUNIN. FIXED ISSUES IN CASELLE.								

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
				WATER, SEPT 14	09/07/2014	69.05	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71052		SETUP PC FOR T BEHUNIN, FIXED ISSUES IN CASELLE, SEWER, SEPT 14	09/07/2014	90.15	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71052		SETUP PC FOR T BEHUNIN, FIXED ISSUES IN CASELLE, PI, SEPT 14	09/07/2014	29.26	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71127		STOCK VIDEO CARD, ADMIN, SEPT 14	09/11/2014	18.23	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71127		STOCK VIDEO CARD, P&Z, SEPT 14	09/11/2014	6.08	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71127		STOCK VIDEO CARD, WATER, SEPT 14	09/11/2014	14.91	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71127		STOCK VIDEO CARD, SEWER, SEPT 14	09/11/2014	19.47	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71127		STOCK VIDEO CARD, PI, SEPT 14	09/11/2014	6.31	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71161		PRO ACTION SYSTEM SUPPORT, MONITOR SERVER PERFORMANCE, ADMIN, SEPT 14	09/15/2014	73.18	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71161		PRO ACTION SYSTEM SUPPORT, MONITOR SERVER PERFORMANCE, P&Z, SEPT 14	09/15/2014	24.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71161		PRO ACTION SYSTEM SUPPORT, MONITOR SERVER PERFORMANCE, WATER, SEPT 14	09/15/2014	59.87	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71161		PRO ACTION SYSTEM SUPPORT, MONITOR SERVER PERFORMANCE, SEWER, SEPT								

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
			14		09/15/2014	78.17	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71161		<u>PRO ACTION SYSTEM SUPPORT, MONITOR SERVER PERFORMANCE, P&Z, SEPT 14</u>	09/15/2014	25.38	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REMOTEY CONNECTED TO KATIE'S PC AND WORKED ON CASELLE ERRORS, ADMIN, SEPT.'14</u>	09/21/2014	10.75	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REMOTEY CONNECTED TO KATIE'S PC AND WORKED ON CASELLE ERRORS, WATER, SEPT.'14</u>	09/21/2014	14.32	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REMOTEY CONNECTED TO KATIE'S PC AND WORKED ON CASELLE ERRORS, SEWER, SEPT.'14</u>	09/21/2014	14.32	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REMOTEY CONNECTED TO KATIE'S PC AND WORKED ON CASELLE ERRORS, P.I, SEPT.'14</u>	09/21/2014	3.61	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>FIXED T.KESNER'S PROBLEMS W/ADOBE ACROBAT PRO, REMOVED PARASITE OFF T.BEHUNIN'S PC, P & Z, SEPT.'14</u>	09/21/2014	160.52	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REPAIRED K.JENSEN'S PROBLEMS WITH CASELLE ON PC & A/P COMPUTER, ADMIN, SEPT.'14</u>	09/21/2014	20.07	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REPAIRED K.JENSEN'S PROBLEMS WITH CASELLE ON PC & A/P COMPUTER, WATER, SEPT.'14</u>	09/21/2014	26.73	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REPAIRED K.JENSEN'S PROBLEMS WITH CASELLE ON PC & A/P COMPUTER, SEWER, SEPT.'14</u>	09/21/2014	26.74	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1595	INTEGRINET SOLUTIONS, INC.	71441		<u>REPAIRED K.JENSEN'S PROBLEMS WITH CASELLE ON PC & A/P COMPUTER, P.I. SEPT.'14</u>	09/21/2014	6.74	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1595	INTEGRINET SOLUTIONS, INC.	71532		<u>2 EA. 16 GB RAM. CITY HALL, SEPT.'14</u>	09/26/2014	280.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	9/14		
Total INTEGRINET SOLUTIONS, INC.:						1,190.80	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	081314G		<u>NATURAL GAS CONSUMPTION SR CENTER, 08-13-14-09-12-14, SR CENTER, SEPT 14,</u>	09/17/2014	40.11	.00	<u>01-6290 UTILITIES</u>	1001	9/14		
37	INTERMOUNTAIN GAS CO	081314I		<u>NATURAL GAS CONSUMPTION, CITY HALL, 08-13-14-09-12-14, SEPT14</u>	09/17/2014	6.03	.00	<u>01-6290 UTILITIES</u>	0	9/14		
Total INTERMOUNTAIN GAS CO:						46.14	.00					
INTERNATIONAL CODE COUNCIL												
764	INTERNATIONAL CODE COUNCIL	3016559		<u>GOVERNMENTAL MEMBER DUES, J COULTER, SEPT 14</u>	09/04/2014	125.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1005	9/14		
Total INTERNATIONAL CODE COUNCIL:						125.00	.00					
INTERNATIONAL INSTITUTE OF MUN												
112	INTERNATIONAL INSTITUTE OF MUN	081814I		<u>ANN'L MBR 08-18-14 THRU 09-30-15, B. BINGHAM, AUG 14</u>	08/18/2014	-170.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	9/14		
Total INTERNATIONAL INSTITUTE OF MUN:						-170.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09112014-093		<u>09112014-09302014 SANITATION RECEIPT TRANSFER</u>	09/30/2014	71,608.83	.00	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/14		
230	J & M SANITATION, INC.	09112014-093		<u>09112014-09302014 SANITATION RECEIPT TRANSFER</u>	09/30/2014	-7,074.95	.00	<u>01-4170 FRANCHISE FEES</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
Total J & M SANITATION, INC.:						64,533.88	.00					
KB BLACK CANYON GRILL, LLC												
1711	KB BLACK CANYON GRILL, LLC	1-38117	2152	LUNCH FOR 6 PEOPLE W/JOHN MESSMER REGARDING THE GREENBELT EXTENSION. C.ENGELS, SEPT.'14	09/17/2014	45.26	.00	01-6155 MEETINGS/COMMITTEES	0	9/14		
Total KB BLACK CANYON GRILL, LLC:						45.26	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	91		SUSTAINING MEMBER FEES, OCT.2014-SEPT.2015	09/19/2014	1,000.00	.00	01-6075 DUES & MEMBERSHIPS	0	10/14		
Total KUNA CHAMBER OF COMMERCE:						1,000.00	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	128419	2109	3/8" WASHERS, NUTS, AND BOLTS, BATTERIES, CONCRETE, B.BACHMAN, PARKS, SEPT.'14	09/11/2014	80.21	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	128419	2109	FUSES, B.BACHMAN, PARKS, SEPT.'14	09/11/2014	2.19	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	128419	2109	DRILL BIT, B.BACHMAN, PARKS, SEPT.'14	09/11/2014	5.99	.00	01-6175 SMALL TOOLS	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	128956	2149	BAG OF CONCRETE, B.BACHMAN, PARKS, SEPT.'14	09/24/2014	3.69	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	128956	2149	2 CYCLE OIL, HOSE ENDS, HITCH PIN, S-HOOK, PAINT, STENCIL, PARK MAINTENANCE, B.BACHMAN, PARKS, SEPT.'14	09/24/2014	40.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	128957	2150	8LB SLEDG HAMMER, BOLT CUTTERS, AIR CHUCK, B.BACHMAN, PARKS, SEPT.'14	09/24/2014	75.14	.00	01-6175 SMALL TOOLS	1004	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
43	KUNA TRUE VALUE HARDWARE	128957	2150	<u>FLOOD LIGHTS, B.BACHMAN, PARKS, SEPT.'14</u>	09/24/2014	36.46	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	128957	2150	<u>BATTERIES AND ZIP TIES, B.BACHMAN, PARKS, SEPT. '14</u>	09/24/2014	28.07	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	129200	2170	<u>2 CYCLE OIL, BER OIL, HITCH PIN, SPARK PLUG, SAND DISC, B.WITHROW, PARKS, SEPT.'14</u>	09/30/2014	29.76	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/14		
43	KUNA TRUE VALUE HARDWARE	129200	2170	<u>WASHER, SPRING, WIRE SPLICE, BUNGEE CORD, SPRAY PAINT, B.WITHROW, PARKS, SEPT.'14</u>	09/30/2014	37.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/14		
Total KUNA TRUE VALUE HARDWARE:						339.11	.00					
LAYNE OF IDAHO, INC.												
1322	LAYNE OF IDAHO, INC.	15560		<u>WELL #3 - BUTLER PARK - SERVICE CALL, PUMP WAS SANDLOCKED, WATER, SEPT.'14</u>	09/17/2014	125.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total LAYNE OF IDAHO, INC.:						125.00	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	23995		<u>1 HYD HOSE ASSY, SEWER VAC TRUCK, JUNE 14</u>	06/16/2014	-113.14	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/14		
Total METROQUIP, INC.:						-113.14	.00					
MISCELLANEOUS VENDORS												
285	MISCELLANEOUS VENDORS	052214K		<u>KUNA LIONS CLUB REFUND RENTAL DEPOSIT, APRIL, 14,</u>	08/22/2014	100.00	100.00	<u>01-2075 UNEARNED REVENUE</u>	0	5/14	09/23/2014	
285	MISCELLANEOUS VENDORS	070714J		<u>J DAWSON, RENTAL DEPOSIT REFUND, GAZEBO, JULY 14</u>	07/07/2014	25.00	25.00	<u>01-2075 UNEARNED REVENUE</u>	0	7/14	09/23/2014	

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
285	MISCELLANEOUS VENDORS	071714MO		<u>M. OMDAHL, RENTAL DEPOSIT REFUND, BANDSHELL, JULY, 14</u>	09/14/2014	100.00	100.00	<u>01-2075 UNEARNED REVENUE</u>	0	7/14	09/23/2014	
285	MISCELLANEOUS VENDORS	081414		<u>C. JONES, RENTAL DEPOSIT REFUND, BANDSHELL, AUG 14</u>	08/14/2014	25.00	.00	<u>01-2075 UNEARNED REVENUE</u>	0	8/14	09/23/2014	
285	MISCELLANEOUS VENDORS	081414		<u>C. JONES, RENTAL DEPOSIT REFUND, BANDSHELL, AUG 14</u>	08/14/2014	-25.00	.00	<u>01-2075 UNEARNED REVENUE</u>	0	9/14		
285	MISCELLANEOUS VENDORS	081414REDO		<u>C. JONES, RENTAL DEPOSIT REFUND, BANDSHELL, AUG 14</u>	08/14/2014	25.00	25.00	<u>01-2075 UNEARNED REVENUE</u>	0	9/14	09/23/2014	
285	MISCELLANEOUS VENDORS	082414A		<u>A. RILEY, RENTAL DEPOSIT REFUND, BANDSHELL, AUG 14</u>	08/24/2014	25.00	25.00	<u>01-2075 UNEARNED REVENUE</u>	0	8/14	09/23/2014	
285	MISCELLANEOUS VENDORS	090214J		<u>J. HARTWAY, RENTAL CANCELLATION REFUND, GREENBELT, SEPT 14</u>	09/02/2014	25.00	25.00	<u>01-4195 RENTAL INCOME</u>	0	9/14	09/25/2014	
285	MISCELLANEOUS VENDORS	090614JN		<u>J. NYE, REFUND \$25.00 PARK RENTAL, SEPT 14</u>	08/13/2014	25.00	25.00	<u>01-2075 UNEARNED REVENUE</u>	0	9/14	09/23/2014	
Total MISCELLANEOUS VENDORS:						325.00	325.00					
PARKER TREE SERVICE, INC.												
1666	PARKER TREE SERVICE, INC.	09142014P		<u>REMOVED ELM TREE AT 711 MENDI PL, BUTLER PL, C.DEYOUNG, P.I</u>	09/14/2014	825.00	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total PARKER TREE SERVICE, INC.:						825.00	.00					
PAULS MARKET												
56	PAULS MARKET	003068761012	2141	<u>COOKIES FOR THE JOINT COUNCIL MEETING W/MERIDIAN, B.BINGHAM, SEPT.'14</u>	09/23/2014	14.55	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	0	9/14		
56	PAULS MARKET	004069731229	2122	<u>2 EA. ICE CREAM SCOOPS, 3 CANDLES, 1/2 SHEET BIRTHDAY CAKE, C.ENGELS,</u>								

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
				KUNA'S BIRTHDAY PARTY, SEPT.'14	09/13/2014	41.92	.00	<u>01-6045</u> <u>CONTINGENCY</u> <u>FUND</u>	0	9/14		
Total PAULS MARKET:						56.47	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	600205		<u>ALARM MONITOR CEDAR,</u> <u>SNOWHAWK, DANSKIN, SEGO</u> <u>PRAIRIE, BUTLER, EL CAJON,</u> <u>AND BEST BATH WELLS, 7/1/14</u> <u>-7/31/14</u>	07/01/2014	30.55	.00	<u>25-6140 MAINT &</u> <u>REPAIR BUILDING</u>	0	7/14		
1021	PEAK ALARM COMPANY, INC	600205		<u>ALARM MONITOR CEDAR,</u> <u>SNOWHAWK, DANSKIN, SEGO</u> <u>PRAIRIE, BUTLER, EL CAJON,</u> <u>AND BEST BATH WELLS, 7/1/14</u> <u>-7/31/14</u>	07/01/2014	207.57	.00	<u>20-6140 MAINT. &</u> <u>REPAIR BUILDING</u>	0	7/14		
1021	PEAK ALARM COMPANY, INC	612684		<u>ALARM MONITOR CEDAR,</u> <u>SNOW HAWK, COLUMBIA,</u> <u>SEGO PRAIRIE, MENDI, EL</u> <u>CAJON, BEST BATH RDS, 9/1/14</u> <u>-9/30/14,P.I., SEPT.'14</u>	09/01/2014	30.55	.00	<u>25-6140 MAINT &</u> <u>REPAIR BUILDING</u>	0	9/14		
1021	PEAK ALARM COMPANY, INC	612684		<u>ALARM MONITOR CEDAR,</u> <u>SNOW HAWK, COLUMBIA,</u> <u>SEGO PRAIRIE, MENDI, EL</u> <u>CAJON, BEST BATH RDS, 9/1/14</u> <u>-9/30/14,WATER, SEPT.'14</u>	09/01/2014	207.57	.00	<u>20-6140 MAINT. &</u> <u>REPAIR BUILDING</u>	0	9/14		
1021	PEAK ALARM COMPANY, INC	623620		<u>SERVICE ALARM FOR RADIO</u> <u>DANSKIN WELL, REPLACED</u> <u>BATTERY ON AES AND PANEL</u> <u>BATTERY, WATER, SEPT.'14</u>	09/30/2014	21.79	.00	<u>20-6140 MAINT. &</u> <u>REPAIR BUILDING</u>	0	9/14		
1021	PEAK ALARM COMPANY, INC	623620		<u>SERVICE ALARM FOR RADIO</u> <u>DANSKIN WELL, REPLACED</u> <u>BATTERY ON AES AND PANEL</u> <u>BATTERY, P.I. SEPT.'14</u>	09/30/2014	3.21	.00	<u>25-6140 MAINT &</u> <u>REPAIR BUILDING</u>	0	9/14		
Total PEAK ALARM COMPANY, INC:						501.24	.00					
RIVERSIDE INC												
95	RIVERSIDE INC	RI2321		<u>REPLACEMENT PUMP, TEN</u> <u>MILE, SEWER, SEPT.'14</u>	09/24/2014	23,632.00	.00	<u>21-6166 PP&E</u> <u>PURCHASES -</u> <u>OPERATIONS</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
Total RIVERSIDE INC:						23,632.00	.00					
ROBERTSON SUPPLY, INC.												
223	ROBERTSON SUPPLY, INC.	4001655	2094	<u>2 FILTERS, 10 MILE LIFT STATION, SEAL REPAIR, C KNIGHT, SEWER, SEPT.'14</u>	09/09/2014	44.86	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total ROBERTSON SUPPLY, INC.:						44.86	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	Q97425	2126	<u>IGNITION SWITCH FOR LAWNMOWER, B.WITHROW, PARKS, SEPT.'14</u>	09/16/2014	11.06	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/14		
478	ROCKY MOUNTAIN TURF & INDUSTRI	Q97843		<u>1 EA. SWITCH KEY SEALED, FOR THE KUBOTA, B.WITHROW, PARKS, SEPT.'14</u>	09/22/2014	92.23	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/14		
478	ROCKY MOUNTAIN TURF & INDUSTRI	Q97844		<u>WRONG PART ORDERED, PART RETURNED, MINUS \$24 RESTOCKING FEE, B.BACHMAN, PARKS, SEPT.'14</u>	09/22/2014	-56.29	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/14		
Total ROCKY MOUNTAIN TURF & INDUSTRI:						47.00	.00					
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	61144	2136	<u>3 1IN. VANSTONE THREADED FLANGES FOR ACID TANK, 2 IN SPLIT FLANGE, M. NADEAU, SEPT.'14</u>	09/25/2014	49.05	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total SPECIALTY PLASTICS & FABRICATI, INC.:						49.05	.00					
SPECTER INSTRUMENTS, INC.												
1626	SPECTER INSTRUMENTS, INC.	1409033908		<u>WIN-911 SOFTWARE SERVICE AGREEMENT AND UPDATE, SOFTWARE THAT CALLS THE "ON CALL" PHONES, AGRMT #151XT414, FOR 2015, WATER</u>	09/17/2014	165.90	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1626	SPECTER INSTRUMENTS, INC.	1409033908		<u>WIN-911 SOFTWARE SERVICE AGREEMENT AND UPDATE. SOFTWARE THAT CALLS THE "ON CALL" PHONES. AGRMT #151XT414. FOR 2015. SEWER</u>	09/17/2014	165.90	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/14		
1626	SPECTER INSTRUMENTS, INC.	1409033908		<u>WIN-911 SOFTWARE SERVICE AGREEMENT AND UPDATE. SOFTWARE THAT CALLS THE "ON CALL" PHONES. AGRMT #151XT414. FOR 2015. PI</u>	09/17/2014	63.20	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/14		
Total SPECTER INSTRUMENTS, INC.:						395.00	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	407316966		<u>IMMUNIZATIONS ADMINISTERED TO T.DEYOUNG, SEWER, AUG.'14</u>	09/03/2014	167.42	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	8/14		
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						167.42	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	8031352539	2106	<u>1 SET BOOKENDS, 1 INCLINE SORTER, 1 TRAY, 1 PKG STAPLES, 1 PKG MECH PENCILS, B.WITHROW, PARKS, SEPT.'14</u>	09/13/2014	77.32	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/14		
1292	STAPLES ADVANTAGE	8031352539	2106	<u>1 YELLOW TONER FOR CLERK'S PRINTER, 1 DZ, STENO BOOKS, 1 WIRE TRAY, 1 COPY HOLDER, 1 BLACK TONER FOR CLERK'S PRINTER, ADMIN, SEPT.'14</u>	09/13/2014	189.77	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/14		
1292	STAPLES ADVANTAGE	8031435995	2130	<u>2 EA WIRELESS MICE & 1 DZ SHARPIES, T.SHAFFER, SEWER, SEPT.'14</u>	09/20/2014	58.68	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/14		
1292	STAPLES ADVANTAGE	8031435995	2130	<u>2 EA LEGAL CLIPBOARDS, 1 PKG POST ITS, 1 PKG PADS OF PAPER, ADMIN, SEPT.'14</u>	09/20/2014	37.30	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/14		
1292	STAPLES ADVANTAGE	8031435995	2130	<u>1 CT BOX FILE, LETTER/LEGAL SIZED, D.CROSSLEY, SEPT.'14, WATER</u>	09/20/2014	26.07	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1292	STAPLES ADVANTAGE	8031435995		<u>1 CT BOX FILE LETTER/LEGAL SIZED, D.CROSSLEY, SEPT.'14, PI</u>	09/20/2014	6.52	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/14		
Total STAPLES ADVANTAGE:						395.66	.00					
SUZANNE DAVIS dba												
1663	SUZANNE DAVIS dba	06182014T	1835	<u>12 EA NEW HATS FOR PARKS, JUNE '14 - B. BACHMAN</u>	06/18/2014	162.00	.00	<u>01-6285 UNIFORMS</u>	1004	6/14		
Total SUZANNE DAVIS dba:						162.00	.00					
THE JORDEL COMPANY DBA												
1523	THE JORDEL COMPANY DBA	00000005467	2105	<u>COPIES TO BE ENLARGED FOR THE 150TH BIRTHDAY PARTY, B.PRENTICE, SEPT.'14</u>	09/12/2014	20.00	.00	<u>01-6045 CONTINGENCY FUND</u>	0	9/14		
Total THE JORDEL COMPANY DBA:						20.00	.00					
TIM GORDON												
997	TIM GORDON	10022014T		<u>CITY HALL RENT - OCT 2014 - ADMIN</u>	10/02/2014	1,285.06	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	0	9/14		
997	TIM GORDON	10022014T		<u>CITY HALL RENT - OCT 2014 - P&Z</u>	10/02/2014	428.51	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	1003	9/14		
997	TIM GORDON	10022014T		<u>CITY HALL RENT - OCT 2014 - WATER</u>	10/02/2014	1,051.79	.00	<u>20-6211 RENT- BUILDINGS & LAND</u>	0	9/14		
997	TIM GORDON	10022014T		<u>CITY HALL RENT - OCT 2014 - SEWER</u>	10/02/2014	1,372.60	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	9/14		
997	TIM GORDON	10022014T		<u>CITY HALL RENT - OCT 2014 - PI</u>	10/02/2014	445.01	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	9/14		
Total TIM GORDON:						4,582.97	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:03740223	2127	<u>2 EA. 5-GAL BOTTLES OF WATER, WATER, SEPT.'14</u>	09/16/2014	5.45	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
992	TREASURE VALLEY COFFEE	2160:03740223	2127	<u>2 EA. 5-GAL BOTTLES OF WATER,P.I., SEPT.'14</u>	09/16/2014	5.45	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/14		
992	TREASURE VALLEY COFFEE	2160:03740223	2127	<u>WATER COOLER RENTAL, WATER, SEPT.'14</u>	09/16/2014	5.00	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	9/14		
992	TREASURE VALLEY COFFEE	2160:03740223	2127	<u>WATER COOLER RENTAL, P.I. SEPT.'14</u>	09/16/2014	5.00	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	9/14		
992	TREASURE VALLEY COFFEE	2160:03775909	2123	<u>1 BOX COFFEE, 5 CONTAINERS OF CREAMER, CITY HALL, SEPT.'14</u>	09/15/2014	64.10	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/14		
Total TREASURE VALLEY COFFEE:						85.00	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA558545	2080	<u>48,000 LB CAUSTIC SODA,T SHAFFER, SEWER, SEPT.'14</u>	09/05/2014	9,833.31	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
1410	UNIVAR USA, INC.	NA558577	2078	<u>46,120 LBS ALUMINUM SULFATE, SEWER, SEPT.'14</u>	09/04/2014	5,986.38	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
1410	UNIVAR USA, INC.	NA558935	2120	<u>45,820 LBS. OF ALUMINUM SULFATE, T.SHAFFER, SEWER, SEPT.'14</u>	09/16/2014	5,947.44	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
1410	UNIVAR USA, INC.	NA559113	2160	<u>SODIUM HYPOCHLORITE, NWWTP, T.SHAFFER, SEWER, SEPT.'14</u>	09/26/2014	1,502.60	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total UNIVAR USA, INC.:						23,269.73	.00					
VICTORY GREENS												
364	VICTORY GREENS	343018	2171	<u>TREES FOR THE PIZZA HUT PROJECT, N.PURKEY, PARKS, SEPT.'14</u>	09/30/2014	1,878.00	.00	<u>01-6020 CAPITAL IMPROVEMENTS</u>	1004	9/14		
Total VICTORY GREENS:						1,878.00	.00					

WATER DEPOSIT REFUNDS #7

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1685	WATER DEPOSIT REFUNDS #7	100640.02		<u>WES HUNT, 100640.02, OVERPAYMENT</u>	09/17/2014	4.37	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	100870.01		<u>DAYTON BROWNING, 100870.01, OVERPAYMENT</u>	09/12/2014	4.40	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	120810.01		<u>IDAHO HOUSING, 120810.01, OVERPAYMENT</u>	08/21/2014	-152.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	121485.02		<u>RICHARD W SEELEY, 121485.02, OVERPAYMENT</u>	09/17/2014	150.22	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	121520.01		<u>WAYNE C KREIMEYER, 121520.01, OVERPAYMENT</u>	09/17/2014	9.81	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	150680.01A		<u>1279 N BLACK WOLF AVE, 150680.01, OVERPAYMENT</u>	09/17/2014	77.00	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	173045.01		<u>1624 W KERF ST, 173045.01, OVERPAYMENT</u>	09/17/2014	44.00	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	173440.01		<u>1988 W SAHARA DR, 173440.01, OVERPAYMENT</u>	09/17/2014	38.05	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	173455.01A		<u>1928 W SAHARA DR, 173455.01, OVERPAYMENT</u>	09/17/2014	54.61	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	173475.01		<u>1850 W SAHARA DR, 173475.01, OVERPAYMENT</u>	09/17/2014	47.85	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	173490.01		<u>1790 W SAHARA DR, 173490.01, OVERPAYMENT</u>	09/17/2014	54.61	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	173595.01		<u>1897 W SAHARA DR, 173595.01, OVERPAYMENT</u>	09/23/2014	33.65	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	176590.01		<u>1881 W SAHARA DR, 173590.01, OVERPAYMENT</u>	09/17/2014	37.20	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	180110.01		<u>RUSSELL HAYES, 180110.01, OVERPAYMENT</u>	09/30/2014	66.59	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	18030003A		<u>CARLIE BALDWIN, 180300.03, OVERPAYMENT</u>	09/17/2014	73.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	181190.02A		<u>BRIAN CRAWFORD, 181190.02, OVERPAYMENT</u>	09/17/2014	73.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1685	WATER DEPOSIT REFUNDS #7	181740.01		<u>CHAD WATCHLEY, 181740.01, OVERPAYMENT</u>	09/16/2014	110.06	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	183050.03		<u>1207 W KESLER DR, 183050.03, OVERPAYMENT</u>	09/17/2014	69.76	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	190020.01		<u>JASON DAWSON, 19002001, OVERPAYMENT</u>	09/17/2014	55.83	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	20020.02		<u>337 N ORCHARD AVE, 20020.02, OVERPAYMENT</u>	09/17/2014	8.60	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	201155.01A		<u>STEPHEN LIMANI, 201155.01, 2ND OVERPAYMENT</u>	09/17/2014	62.50	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	201315.02		<u>TYLER SHUMWAY, 201315.02, OVERPAYMENT</u>	09/30/2014	4.63	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	220380.01		<u>STEVEN BETCHER, 220380.01, DEPOSIT REFUND</u>	09/30/2014	37.65	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	221105.01A		<u>1053 S WISTON PL, 221105.01, OVERPAYMENT</u>	09/17/2014	54.81	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	221500.01		<u>1156 E RUTHERGLEN ST, 221500.01, OVERPAYMENT</u>	09/18/2014	55.28	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	230035.02A		<u>DOUG HUNSAKER, 230035.02, OVERPAYMENT</u>	09/18/2014	62.50	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	230375.02		<u>DAVE MCDADE, 230375.02, DEPOSIT REFUND</u>	09/11/2014	20.84	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	230690.01A		<u>510 S WILLOW TREE AVE, 230690.01, OVERPAYMENT</u>	09/17/2014	54.61	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	230695.01		<u>498 S WILLOW TREE AVE, 230695.01, OVERPAYMENT</u>	09/19/2014	60.66	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	260315.02		<u>TYLER PRICE, 260315.02, DEPOSIT REFUND</u>	09/17/2014	12.90	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	264090.01		<u>1976 N MAUVE AVE, 264090.01, OVERPAYMENT</u>	09/17/2014	54.61	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	264185.01		<u>1684 N BLUSH AVE, 264185.01, OVERPAYMENT</u>	09/30/2014	19.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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
1685	WATER DEPOSIT REFUNDS #7	264650.01		<u>2041 N ROSEDUST DR.</u> <u>264650.01. OVERPAYMENT</u>	09/19/2014	50.70	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	264675.01		<u>2140 N VAN DYKE AVE.</u> <u>264675.01. OVERPAYMENT</u>	09/16/2014	77.99	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	264755.02		<u>CHRIS HEBERT. 264755.02.</u> <u>OVERPAYMENT</u>	09/11/2014	131.07	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	270080.01A		<u>2210 W SOLDOTNA ST.</u> <u>270080.01. OVERPAYMENT</u>	09/23/2014	62.50	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	274000.01		<u>BURKE SCHOLER. 274000.01.</u> <u>OVERPAYMENT</u>	09/30/2014	39.46	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	274200.02A		<u>2406 N MOUNTAIN ASH AVE.</u> <u>274200.02. 2ND OVERPAYMENT</u>	09/17/2014	73.11	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	274810.01		<u>2966 GINGER GOLD DR.</u> <u>274810.01. OVERPAYMENT</u>	09/17/2014	11.57	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	280865.02		<u>WALTER JOHNSON. 280865.02.</u> <u>DEPOSIT REFUND</u>	09/19/2014	1.93	.00	<u>20-2200 WATER</u> <u>DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	30011.01		<u>RODNEY BAKER. 30011.01.</u> <u>OVERPAYMENT</u>	09/17/2014	50.00	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	300215.02		<u>JOAN SENITZ. 300215.02.</u> <u>OVERPAYMENT</u>	09/19/2014	57.69	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	30110.02		<u>JILL JOKI. 30110.02. DEPOSIT</u> <u>REFUND</u>	09/19/2014	92.26	.00	<u>20-2200 WATER</u> <u>DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	30760.02		<u>ARMAND 1360 LLC. 30760.02.</u> <u>OVERPAYMENT</u>	09/11/2014	131.27	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	30760.02		<u>ARMAND 1360 LLC. 30760.02.</u> <u>REFUND OF DEPOSIT</u>	09/11/2014	100.00	.00	<u>20-2200 WATER</u> <u>DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	50050.01A		<u>GARY JONES. 50050.01.</u> <u>OVERPAYMENT</u>	09/18/2014	66.36	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	60460.02		<u>JASON PURKISS. 60460.02.</u> <u>DEPOSIT REFUND</u>	09/30/2014	48.97	.00	<u>20-2200 WATER</u> <u>DEPOSITS HELD</u>	0	9/14		
1685	WATER DEPOSIT REFUNDS #7	70320.02		<u>925 N GOIRI ST. 70320.02.</u> <u>OVERPAYMENT</u>	09/17/2014	34.90	.00	<u>99-1075 Utility Cash</u> <u>Clearing</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

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1685	WATER DEPOSIT REFUNDS #7	91050.01		<u>STEVEN MORRILL, 91050.01, OVERPAYMENT</u>	09/30/2014	57.08	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/14		
Total WATER DEPOSIT REFUNDS #7:						2,447.68	.00					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0081450-IN		<u>MONTHLY JANITORIAL SERVICES, SENIOR CTR, SEPT.'14</u>	09/26/2014	330.33	.00	<u>01-6025 JANITORIAL</u>	1001	9/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081451-IN		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, SEPT.'14</u>	09/26/2014	212.34	.00	<u>01-6025 JANITORIAL</u>	0	9/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081452-IN		<u>MONTHLY JANITORIAL SERVICES, WATER, SEPT.'14</u>	09/26/2014	31.50	.00	<u>20-6025 JANITORIAL</u>	0	9/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081452-IN		<u>MONTHLY JANITORIAL SERVICES, SEWER, SEPT.'14</u>	09/26/2014	31.50	.00	<u>21-6025 JANITORIAL</u>	0	9/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081452-IN		<u>MONTHLY JANITORIAL SERVICES, P.I. SEPT.'14</u>	09/26/2014	12.00	.00	<u>25-6025 JANITORIAL</u>	0	9/14		
Total WESTERN BUILDING MAINTENANCE, INC.:						617.67	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0255369		<u>RECORDS DESTRUCTION FOR 8/1/14-8/31/14, ADMIN</u>	09/01/2014	9.35	.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0255369		<u>RECORDS DESTRUCTION FOR 8/1/14-8/31/14, WATER</u>	09/01/2014	5.75	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0255369		<u>RECORDS DESTRUCTION FOR 8/1/14-8/31/14, SEWER</u>	09/01/2014	7.50	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0255369		<u>RECORDS DESTRUCTION FOR 8/1/14-8/31/14, PI</u>	09/01/2014	2.40	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/14		

City of Kuna

Payment Approval Report - City Council Approval

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	WO070096101	2079	<u>GENERAL MAINTENANCE, CRIMSON LIFT STATION, WATER, SEPT.'14</u>	09/11/2014	1,289.22	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total WESTERN STATES EQUIPMENT CO.:						1,289.22	.00					
WESTERN SURETY COMPANY												
1494	WESTERN SURETY COMPANY	15218754N		<u>NOTARY PUBLIC BOND RENEWAL, T.BEHUNIN, P & Z</u>	08/29/2014	60.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1003	11/14		
Total WESTERN SURETY COMPANY:						60.00	.00					
Grand Totals:						324,030.60	1,847.58					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/12/2014-10/2/2014

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



City of Kuna

Findings of Fact and Conclusions of Law

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.Id.Gov

To: City Council

Case Number(s): 14-01-S Subdivision - Sailor Shores Meadows Subdivision.

Location: SWC Sailor Place and Avalon Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: September 2, 2014
Tabled until: September 16, 2014
Findings of Fact: October 7, 2014

Applicants: New Horizon Construction Comp., LLC
Alex Macdonald
921 W. Rush Road
Eagle, Idaho 83616
208.284.5506
newhorizonconstruction@gmail.com

Project Engineer: B&A Engineers
Joe Canning
5505 W. Franklin Rd.
Boise, Idaho 83705
208.343.3381

Table of Contents:

- A. Course Proceedings
- B. General Facts, Staff Analysis
- C. Applicable Standards
- D. Comprehensive Plan Analysis
- E. Findings of Fact
- F. Conclusions of Law
- G. Decision by the Commission
- H. Order of Decision by the Council

A. Course of Proceedings

1. Proposing a Preliminary Plat for a residential subdivision is designated in Kuna City Code (KCC), 1-14-3 as a public hearing matter, with the City Council as the decision making body. This land use request provided proper public notice and followed the requirements set forth in Idaho Code, Chapter 65-Local Planning Act.
 - a. **Notifications**

i. Agencies	April 3, 2014
ii. 300' Property Owners	August 8, 2014
iii. Kuna, Melba Newspaper	August 6, 2014
iv. Site Posted	August 20, 2014
2. In accordance with KCC Title 6 in Kuna City Code (KCC) this application seeks re-approval for a Preliminary Plat (residential subdivision) and PUD, known as Sailor Shores Meadows Subdivision.

B. General Project Facts, Staff Analysis:

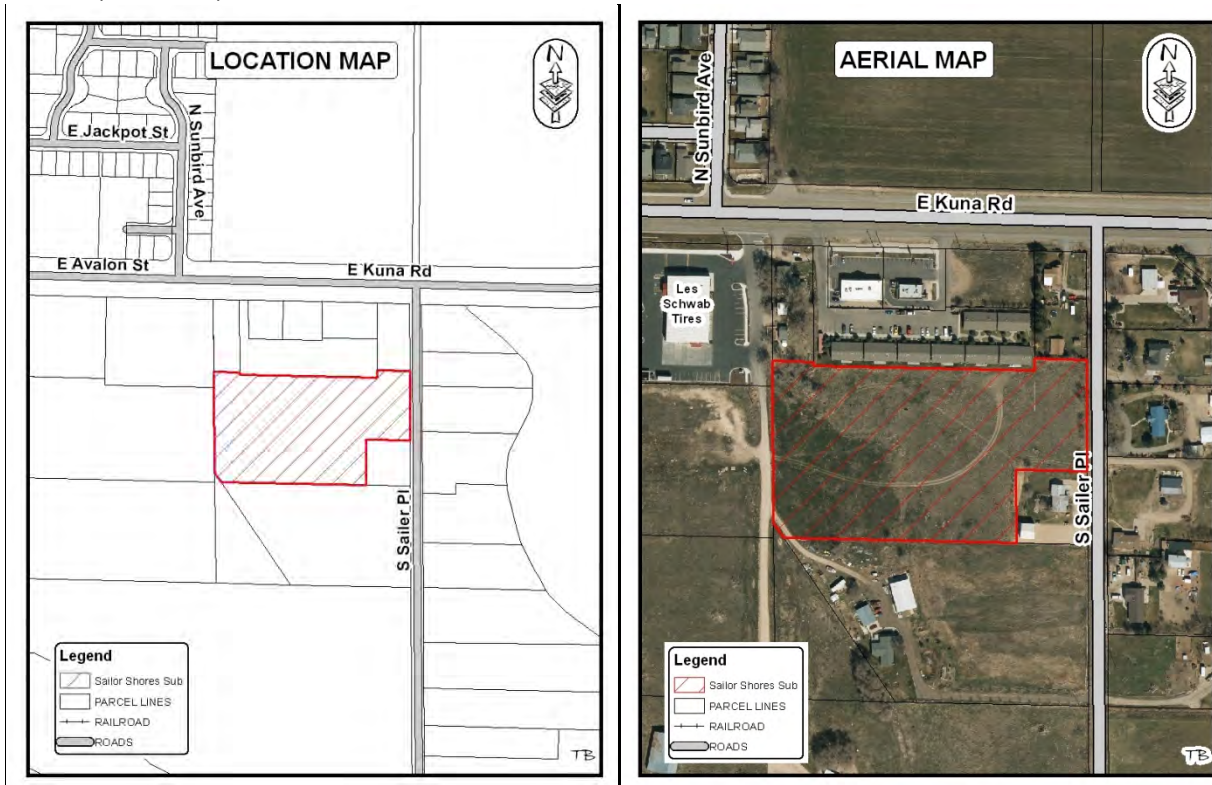
1. **Request:** The applicant is seeking preliminary plat re-approval for a residential subdivision in Kuna consisting of 26 buildable lots and 2 common lots on approximately 4.77 acres. This request reflects a different lot arrangement than what was previously approved.
2. The applicant has submitted all necessary documents and materials for review and has held the appropriate neighborhood meeting where four people attended and has posted the site in accordance with KCC posting requirements.
3. **History:** The applicant proposed a preliminary plat for this site in 2007 and received the necessary approvals. However, due to concerns about the market place at that time, among other reasons, the pre plat never progressed and sat idle until late 2013.
4. **Legal Description:** A legal description was included with the application.
5. **Comprehensive Plan Designation:** The Future Land Use map (FLU) indicates the site has a designation of Low Density Residential. In accordance with KCC 5-3-2, staff views this residential use request as compatible.

6. **Land Use:**

Direction	Current Zoning and Jurisdiction	
North	R16, R-6	High & Med. Density Residential – Kuna City
South	R-6	Med. Density Res. – Kuna City
East	RUT	Rural Urban Transition– Ada County
West	C-1	Neighborhood Commercial – Kuna City

6.1 Vicinity and Aerial Maps:

(See Below)



6.2 Parcel Numbers: APN: R0615251610

6.3 Parcel Sizes and Current Zoning:

Acres: 35.20 acres

Zoning: R-6

6.4 Services:

Fire Protection – Kuna Fire District

Police Protection – Kuna City Police (Ada County Sheriff's office)

Sanitary Sewer– City of Kuna

Potable Water – City of Kuna

Irrigation District – Boise-Kuna Irrigation District

Pressurized Irrigation – City of Kuna (KMID)

Sanitation Services – J&M Sanitation

6.5 Existing Structures, Vegetation and Natural Features: The site is vacant and relatively flat. The vegetation is what is commonly associated with a vacant parcel, and the site has public street frontage.

6.6 Transportation / Connectivity: Public road frontage is on Sailor Place Road.

6.7 Public Services, Utilities and Facilities: The following agencies returned comments on this project; City Engineer, Ada County Highway District, Central District Health, Department of Environmental Quality, Idaho Transportation Department and Boise Project Board of Control.

C. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230.
2. City of Kuna Design Review Ordinance, 2011-08.
3. City of Kuna Subdivision Ordinance No. 2010-15, Title 6 Subdivision Regulations.
4. City of Kuna Landscape Ordinance No. 2006-100.
5. City of Kuna Comprehensive Plan.
6. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

D. Comprehensive Plan Analysis:

The Planning and Zoning Commission may accept the Comprehensive Plan components as described below.

1. The proposed subdivision is consistent with the following Comprehensive Plan components:

GOALS AND POLICIES – 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 POLICIES – 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 POLICIES – Land Use

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

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 3.4.10: Require shared driveway access where possible.

E. Findings of Fact:

1. All required procedural items have been completed as detailed in this staff report.
2. The proposed residential development complies with Section 6.0 of Kuna's Comprehensive Plan.
3. The proposed residential development complies with the Kuna City Code.
4. Public services are available and are adequate to accommodate this site's development.
5. The proposed residential preliminary plat will not be detrimental to the public's health, safety and general welfare.
6. The site is zoned R-4 and intended for use as a residential subdivision after acquiring the proper approvals.
7. The project description and staff analysis and findings of fact are correct.

F. Conclusions of Law:

1. The proposed preliminary plat use is consistent with Kuna City Code.
2. The proposed preliminary plat use meets the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a preliminary plat use.
4. The proposed preliminary plat use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The proposed residential preliminary plat is not likely to cause adverse public health problems.
6. The proposed residential preliminary plat is in compliance with all ordinances and laws of the City.
7. The proposed residential preliminary plat is not detrimental 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.
8. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
9. Based on evidence contained in Case #14-01-S, and 14-01-DRC, this proposal complies with KCC Title 6.
10. Based on the evidence contained in Case #14-01-S, and 14-01-DRC, this proposal complies with Section 6.0 of the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
11. The Planning and Zoning Commission of Kuna, Idaho, has the authority to recommend approval or denial for this preliminary plat application.

12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

G. Recommendation by the Planning and Zoning Commission:

On June 10, 2014, the Council voted 3-0, to recommend approval for Case No. 14-01-S, based on the findings of facts outlined in staff's report and the public testimony at the public hearing, the Planning and Zoning Commission, hereby recommends approval for Case No. 14-01-S, a subdivision request by New Horizon Construction Comp., LLC, (Alex McDonald), with the following conditions of approval:

- Follow all Staff recommended conditions of approval,
- Contact Kuna School District to discuss if pick-up area is adequate,
- Provide temporary barriers to prevent pass through traffic at stub-outs at subdivision boundary,
- Follow City Foresters recommendations.

H. Order of decision by City Council:

14-01-S: Subdivision *Note: This proposed motion is to recommend approval or denial for this request to Council. However, if the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On September 16, 2014, the City Council voted 4-0, to *approve* Case No. 14-01-S, based on the facts outlined in staff's report and the public testimony during the public hearing by the City Council of Kuna, Idaho. The Council hereby *approves* Case No. 14-01-S, a subdivision request by New Horizon Construction Comp., LLC, (Alex McDonald), with the following conditions of approval:

- *Approved as presented.*
1. The applicant shall obtain written approval of the construction plans from the agencies noted below. The approval may be either on agency letterhead referring to the approval use or may be written or stamped upon a copy of the approved plan. All site improvements are prohibited prior to approval of these agencies.
 - a.) The City Engineer shall approve the sewer and water hook-ups.
 - b.) The Kuna Fire District shall approve all fire flow requirements and/or building plans.
 - c.) The Boise-Kuna Irrigation District shall approve all proposed modifications to the existing irrigation system.
 - d.) Approval from Ada County Highway District / Impact Fees, if any shall be paid prior to building permit approval.
 - e.) The City Engineer shall approve a surface drainage run-off plan, (if needed). As recommended by Central District Health Department, the plan should 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 a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
 2. All public right-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District right-of-way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
 - 2.1 – Dedicate right-of-way in sufficient amounts which follow City and ACHD standards and widths.
 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.
 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.
 5. Lighting within the sites shall comply with Kuna City Code.
 6. Parking within the sites shall comply with Kuna City Code (Except as specifically approved otherwise).

7. Fencing within and around the sites shall comply with Kuna City Code (Except as specifically approved otherwise).
8. Signage within the site shall comply with Kuna City Code. (The applicant shall apply for a sign permit prior to sign construction).
9. The applicant shall follow all of the requirements for sanitary sewer, potable water, pressure irrigation system connections, and all other requirements of the City engineer, as outlined in the Engineers memorandum dated April 9, 2014.
10. Submit a petition prior to submitting an application for final plat to the City, consenting to the pooling of irrigation surface water rights for delivery purpose and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
11. Applicant's site plan, landscape, and lighting plan, (all date stamped 4.10.2014) shall be considered binding site plans.
12. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace any unhealthy or dead plant material immediately (within 3 days as weather permits or as the planting season permits), as required to meet the standards of these requirements. Maintenance and planting within public right-of-way shall be with approval from the public and/or private entities owning the property.
13. The applicant shall comply with all conditions of approval listed in the Kuna staff report and as approved by the Commission, and other applicable agency comments.
14. Applicant shall comply with all local, state and federal laws.

DATED: this 7th day of October, 2014.

W. Greg Nelson, Mayor
Kuna City

ATTEST:

Brenda Bingham
Kuna City Clerk



City of Kuna

Findings of Fact and Conclusions of Law

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

To: City Council

File Numbers: 14-01-ZC (Zone Change) Ridley's Family Markets

Location: 1403 N. Meridian Road, Kuna, Idaho

Planner: Troy Behunin, Senior Planner

Hearing date: September 16, 2014

Findings of Fact: **October 7, 2014**

Applicant: **CJM, LLP**
Mark Ridley
621 Washington St. South
Twin Falls, Idaho 83301
(208) 320-2070
mark@shopsridleys.com

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity & 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. Recommendation by the Planning and Zoning Commission
- L. Order of Decision by the Council

A. Course of Proceedings:

1. Kuna City Code 1-14-3 (KCC), states a Rezone is designated as a public hearing, with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- | | |
|----------------------------|------------------------------|
| i. Neighborhood Meeting | May 6, 2014 (Zero Attendees) |
| ii. Agency Comment Request | May 27, 2014 |
| iii. 300' Property Owners | August 18, 2014 |
| iv. Kuna, Melba Newspaper | August 20, 2014 |
| v. Site Posted | Sept. 5, 2014 |

2. Case No. (14-01-ZC – Ridley's Family Markets Rezone), and the supplementary documents for this application are available for review in the Planning and Zoning Department. The public is invited to make

arrangements for copies by calling (208) 922-5274, or visiting Planning and Zoning located at 763 W. Avalon Street, Kuna, Idaho, during normal business hours.

B. Applicants Request:

1. Request:

- Request by Mark Ridley (For CJM, LLP), for a rezone of approximately 7.98 acres located at the southwest corner (SWC) of Deer Flat Road and Highway 69. This is a request to change the current zoning, R-6 (Medium Density Residential) in the City, to C-1 (Neighborhood Business District) within the forth coming Merrill Family Center Commercial subdivision.

C. Vicinity and Aerial Maps:



D. History:

This site was farmed until the spring of 2013, when construction of a Ridley's Market and Ace Hardware store began. The store(s) opened in December of 2013 and the property will soon be subdivided to encourage future commercial development on site, however it has not yet been recorded as of today.

The rezone of this part of the property is a condition of approval from earlier land use actions and CJM, LLP is seeking this rezone preparatory to attracting additional commercial business to the City. While there is not a committed party, this rezone will set the stage for commercial development, in the southwest corner of the CJM, LLP property.

E. General Projects Facts:

1. **Legal Description:** A legal description was included with the submitted request.
2. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General.

3. **Surrounding Land Uses:**

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

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

- Parcel Size: 29.39 acres (Approximately)
- Zoning: Neighborhood Commercial District; (C-1) & R-6 Med. Res. Density.
- Parcel #: S1324110085

5. **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 Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's office)
Sanitation Services – J&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The site currently has a combined store, which houses Ridley's Family Market, and Ace Hardware stores. Pads for future commercial are also available. The vegetation on site is typically associated with a parking lot and commercial business(s) on site.

7. **Transportation / Connectivity:**

The site has frontage along Highway 69 on the east side of the property, and Deer Flat Road on the north side. Future development will add another point of access on the west side.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat.

9. **Comprehensive Future Land Use Map:**

The site is identified as Mixed-Use Commercial on Kuna's Future Land Use Map (FLU). Staff views this proposed land use request to be consistent with the surrounding area land uses and approved FLU map designations.

10. **Agency Responses:**

The following agencies returned comments: City Engineer (Gordon Law, P.E.), Central District Health Department, Ada County Highway District (ACHD), Idaho Transportation Department and Boise Project Board of Control. The responding agency comments are included with this case file.

F. Staff Analysis:

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 13-02-ZC, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

H. Comprehensive Plan Analysis:

The Kuna planning commission accepts the Comprehensive Plan components as described below:

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

GOALS AND POLICIES – 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 POLICIES – 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 POLICIES – Land Use

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

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.

I. Findings of Fact:

1. The site is physically suitable for a commercial use.
2. The commercial use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
3. The commercial use is not likely to cause adverse public health problems.
4. The commercial use appears to be in compliance with all ordinances and laws of the City.
5. The commercial use appears to not be detrimental 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. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
8. The Kuna City Council, has the authority to approve or deny this application.

9. The neighborhood meeting was held and the public notice requirements were met.
10. 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. 14-01-ZC, Kuna City Council finds Case No. 14-01-ZC, complies with Kuna City Code.
2. Based on the evidence contained in Case No. 14-01-ZC, Kuna City Council finds Case No. 14-01-ZC, are 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. Recommendation by the Planning and Zoning Commission:

On July 22, 2014, the Planning and Zoning Commission voted 5-0, to *recommend approval* for Case No. 14-01-ZC, based on the facts outlined in staff's report and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho. The Commission hereby recommends *approval* for Case No. 14-01-ZC, a rezone request from CJM, LLP (Mark Ridley), with the following conditions of approval:

Recommended Conditions of Approval:

- *Follow all staff and agency recommendations as appropriate.*

L. Order of Decision by Council

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

On September 16, 2014, the City Council voted 4-0, to approve case No. 14-01-ZC, based on the facts outlined in staff's report and the public testimony during the public hearing by the City Council of Kuna, Idaho. The Council hereby (approves Case No. 14-01-ZC, a rezone request from CJM, LLP (Mark Ridley), with the following conditions of approval:

- *Approved as presented and described in the Councils packet.*

At the time of future development:

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 any 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 commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.

- 2.1– With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
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. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
 6. Future lighting within the site shall comply with Kuna City Code.
 7. Future parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 8. Future fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
 9. Future signage within the site shall comply with Kuna City Code.
 10. Future 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.
 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 City Council, or seek amending them through public hearing processes.
 12. Any development will be subject to landscaping and building design reviews, among other land use applications as applicable, at time of future development.
 13. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
 14. Developer/Owner/Applicant shall comply with all local, state and federal laws.

DATED this 7th, day of October, 2014

W. Greg Nelson, Mayor
Kuna City

ATTEST:

Brenda Bingham
Kuna City Clerk



CITY OF KUNA

P.O. BOX 13 • KUNA, IDAHO 83634
PHONE (208) 922-5546

Snake River Young Marines Red Ribbon Week Proclamation

WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free-environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Idahoans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

WHEREAS, October 23-31, 2014, has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free state by wearing a red ribbon and participating in drug-free activities during that week;

NOW THEREFORE BE IT RESOLVED that I, **W. Greg Nelson, Mayor of the City of Kuna, Idaho**, do hereby proclaim October 23-31, 2014, as Red Ribbon Week in **Kuna, Idaho**, and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display red ribbons and participate in drug-free activities throughout that week, joining the rest of the state in promoting the red Ribbon Celebration and a drug-free America.

Dated this 7th day of October 2014

W. Greg Nelson, Mayor

* Fee Waiver Request *

20

Fee Waiver Request

Page 1 of 1

City of Kuna

Rental Request & Rental Agreement

763 W. AVALON

P.O. BOX 13

KUNA, ID 83634

Phone: 208-922-5546 Fax: 208-922-5989



Date:

11-27-14

Time:

Daytime 9 to 4

After Hours to

Location:

☐ Bernie Fisher Park- Bandshell☐ Bernie Fisher Park-Gazebo☒ Senior Center☐ Greenbelt: no park fees
East side by restrooms☐ Greenbelt: no park fees North
side by baseball diamonds

Event Type:

☐ Private☒ Public

Amenities:

☐ Electricity☐ Tables

Fees:

Bernie Fisher

Bandshell or Gazebo

☐ \$10 up to 15 people☐ \$25 up to 35 people☐ \$50 up to 100 people☐ \$100 over 100 people☐ Cleaning/damage deposit in
addition and in the amount of
the reservation fee.☐ \$10 ElectricityPicnic Tables for parks other
than Bernie Fisher Park☐ \$25 up to 10 tables☐ \$50 over 10 tables

Senior Center

☒ \$50 first hour☒ \$10 additional hour or
fraction thereafter☒ \$150 cleaning and damage
deposit☐ After Hours Permit☐ \$10 up to 15 people☐ \$25 up to 35 people☐ \$50 up to 100 people☐ \$100 over 100 people☐ ARE YOU SEEKING
PERMISSION TO DRIVE
ON PARK GRASS?

Fee Total

Deposit Total

Grand Total

Receipt #

Refund of deposits will be
processed as soon as possible

Date: 11-27-14

CCM 10.7.14

Contact person: Diana Collin / Lions Club

Type of Event: Thanksgiving Dinner

Organization: Lions

(If applicable)

Address: PO BOX 59

(City, State, Zip Code)

Telephone: 208-724-5542

Senior Center Rules:

- No alcohol without a State and County approved liquor licensee with a valid catering permit issued by the City.
- No Smoking allowed in the building.
- No use of the kitchen, dishes or utensils. Furnish your own supplies.
- Building shall be left in clean and serviceable condition. Furnish your own trash bags.
- Return tables and chairs in original locations.
- Keys must be picked up before 5 p.m. on the day of the event or last business day prior to the event.
- Return keys in the drop box located at City Hall.

Park Rules:

- No alcohol without a State and County approved liquor licensee with a valid catering permit issued by the City.
- Area shall be left in clean and serviceable condition.
- Electrical or other issues contact the Parks Supervisor at 573-7668.

After Hours Permit Requires:

- A safety plan reviewed by local law enforcement prior to issuance.

Public Events Requires:

- Special Event Plan (Contact Clerks Office)

Applicant Signature of Acceptance and Responsibility

Date

Kuna City Clerk

(City Clerk signature required for after hours permits only)

Seal

Date



City of Kuna

Council Staff Report

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

To: City Council

Case Number(s): 02-05-AN, Sub, PUD (Conditions of Approval Modification) Crimson Point Subdivision

Location: 1403 N. Meridian Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: October 7, 2014

Applicant: DB Development LLC
Tim Eck
6152 W. Half Moon lane
Eagle, ID, 83616
208.850.0591
Tweenterprises@yahoo.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. Proposed Findings of Fact
- J. Proposed Conclusions of Law
- K. Proposed Decision by the Council

A. Course of Proceedings

1. Kuna City Code (KCC), Title 5, Chapter 1A, Section 7, addresses *Zoning Ordinance Amendment regulations* and states: *Following the public hearing, if the council makes a material change to a comprehensive plan amendment application or zoning ordinance amendment application, further notice and hearing shall be provided in accord with the regulations of section 1-6-8 of this 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. Agencies | August 18, 2014 |
| ii. 300' Property Owners | September 27, 2014 |
| iii. Kuna, Melba Newspaper | September 17, 24 and October 1, 2014 |
| iv. Site Posted | September 26, 2014 |

D. History: The project was originally approved by Council April 28, 2003. In the application submitted by the developer, an exhibit demonstrating *transitional lots* along the north boundary line for all phases of the subdivision was submitted. While staff can find no direct evidence why this was submitted with transitional lots, it is believed at that time it was requested as a way to buffer the development from the existing homes and farms on the north boundary. Crimson Point is the first subdivision in the area. The first four phases were constructed following this requirement. Since then, much of the remaining northern boundary has been developed by another subdivision. Naturally, the question was raised if a single-story requirement is still necessary, as many of the open lots awaiting lots, now are back-to-back with lots for future homes (who may build two-story homes), or adjacent to lots where ownership may no longer be the same and the sentiment may be different than when the requirement was placed.

E. General Projects Facts:

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

2. **Surrounding Land Uses:**

North	Agric., R-4, R-6, RR and RUT	City Limits and Ada County
South	R-6, R-5, C-1, Agric. And RUT	City Limits and Ada County
East	R-6, C-1 and RUT	City Limits and Ada County
West	RD and RR	Ada County

3. **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 – J&M Sanitation

4. **Existing Structures, Vegetation and Natural Features:** This is an established and active subdivision. There are many existing homes and many lots waiting to have homes placed on them.
5. **Transportation / Connectivity:** Currently the site has four combined access points on Deer Flat and Ardell Roads.
6. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat.
7. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), City of Kuna Police Department, Ada County Highway District (ACHD), the Idaho Transportation Department (ITD), and Department of Environmental Quality. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; 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 northwest corner (NWC) of Ten Mile and Deer Flat Roads. The applicants request appears to follow the current trend by other developers and home builders in the near vicinity.

While Code does not prohibit two story homes, we believe it was implemented back in 2003 as a measure to mitigate the subdivision impact with adjacent properties. Since 2003, the developer has built homes

following this condition. Now in 2014, some site conditions have changed – Crimson Point North (adjacent to approximately 1/3 of the area in this request) is being developed with two story homes and the applicant believes the sentiment from other property owners may not be the same as it was 11 years ago – given ownership changes.

Staff forwards a view of support for this request to Council, based on the absence of this requirement in Code and that adjacent properties (backing the area seeking this change) are able to place two story homes.

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.

I. Proposed Findings of Fact:

1. The modification appears to meet the general objectives of Kuna's Comprehensive Plan.
2. The modification uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
3. Staff is not aware if this request is likely to cause adverse public safety problems.
4. 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.
5. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
6. Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
7. Based on the evidence contained in Case No.s 02-05-AN, Sub, PUD (Conditions of Approval Modification), this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
8. The City Council has the authority to approve or deny this application.
9. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No.s 02-05-AN, Sub, PUD (Conditions of Approval Modification), the Kuna City Council finds Case No.s 02-05-AN, Sub, PUD (Conditions of Approval Modification), appears to comply with Kuna City Code.
2. Based on the evidence contained in Case No.s 02-05-AN, Sub, PUD (Conditions of Approval Modification) the Kuna City Council finds Case No.s 02-05-AN, Sub, PUD (Conditions of Approval 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. Proposed Decision by the Planning and Zoning Commission:

Note: This proposed 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.

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 ___th day of October, 2014.

Troy Behunin

From: Timothy Eck [timothyeck@me.com]
Sent: Sunday, August 10, 2014 8:37 AM
To: Troy Behunin
Cc: Corey Barton
Subject: Crimson Point Transition Lots

Categories: Important

Troy:

Please consider this post as official request for the City of Kuna to review and amend the conditions of approval for Crimson Point. While the conditions of approval do not restrict the number of stories a building can have there is data that could point to a single story requirement on the transitional lots. The transitional lots are limited to the lots along the north boundary of Crimson Point. It is believed that at the time of initial preliminary plat application this boundary was fronted by farm land. There was opposition by the farmers to 2 story homes adjacent to the farm land. The reason for the restriction was certainly so the homeowners would not have second story windows allowing them to look over the hideous nature in which the farmers keep their property.

Since the approval things have changed. The land north of Crimson Point Phase 5 has sold and been developed into Crimson Point North. A residential development with 2 story homes prevalent along its south boundary. The boundary common with the north boundary of Crimson Point 5. Therefore, there seems to be no justified reason to restrict the transitional lots in Crimson Point 5 to single story residences.

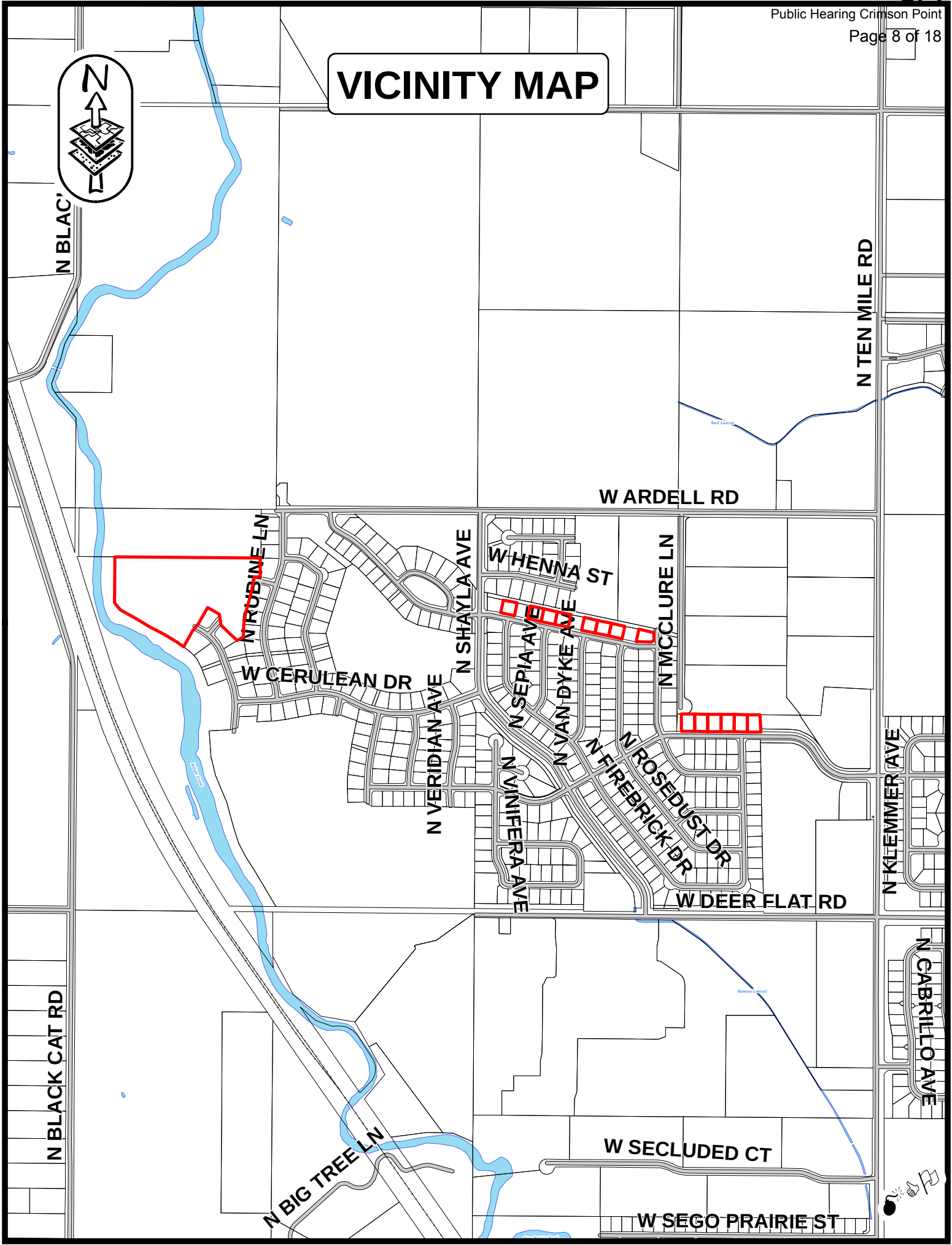
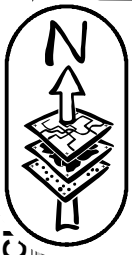
The land north of Crimson Point 6 is the remnant of the land that was sold to become Crimson Point. I doubt the owners of this land at the time of preliminary plat application had interest in restricting the story limit of the transitional lots. Since that time the owners have passed and the property has transferred to their heirs. The parcel is going through a slow transformation. All farming/dairy operations appear to have ceased. There is a slow but steady clean up in process. All of the old sheds, barns, etc appear to be slowly dismantling and removed.

With the current annexation, zoning and land use rights it appears reasonable to vacate the single store requirement on all transitional lots in Crimson Point phases 5 & 6.

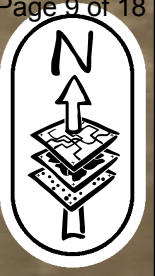
Sincerely

Tim W. Eck

VICINITY MAP



AERIAL MAP



Legend

-  Transitional Lots Open Still
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

GORDON N. LAW
CITY ENGINEER



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

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

MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Gordon N. Law
Kuna City Engineer

RE: Crimson Point PUD
Request to Amend Conditions
02-05-S, 02-05-PUD

DATE: August 19, 2014

It does not appear that this application involves any physical changes to the property or changes in street access or in demand on city infrastructure. Accordingly, comment by the City Engineer does not appear to be necessary. If this assumption is not correct, please advise.

Troy Behunin

From: Justin Dusseau [SO4335@adaweb.net]
Sent: Tuesday, August 19, 2014 9:39 AM
To: Troy Behunin
Subject: RE: Agency Comment Request - Crimson Point Sub

Good Morning Mr. Behunin,

I have reviewed the attachment to your e-mail and I see no issues from my perspective.

Have a great day

Lt. Justin L. Dusseau
Chief, Kuna City Police
Ada County Sheriff's Office
1450 W Boise St
Kuna, ID 83634
| office: 208.577.3850 | cell: 208.573.0973 | email: jdusseau@adaweb.net | www.adasheriff.org |



From: Troy Behunin [<mailto:troy@cityofkuna.com>]
Sent: Monday, August 18, 2014 3:40 PM
Subject: Agency Comment Request - Crimson Point Sub

Good afternoon everyone,

A PDF containing information for an upcoming land use action (*Reconsideration of Conditions of approval*) is included with this email for your agencies review. Please review the material and provide our office with comments relative to this application.

If your agency needs a hard copy of this packet, let me know and I will send one through the USPS.

Let us know if someone else in your organization should receive future email requests for comment. Please confirm you have received this email.

Thank you,
Troy

Troy Behunin
Senior Planner
City of Kuna
763 W. Avalon
Kuna, ID 83634

Troy Behunin

From: Christy Little [Clittle@achdidaho.org]
Sent: Wednesday, August 20, 2014 11:30 AM
To: Troy Behunin
Subject: RE: Agency Comment Request - Crimson Point Sub

Hi Troy,
If this application is just regarding the number of stories, then ACHD will not provide comments.
Thanks,
Christy

From: Troy Behunin [<mailto:troy@cityofkuna.com>]
Sent: Monday, August 18, 2014 3:40 PM
Subject: Agency Comment Request - Crimson Point Sub

Good afternoon everyone,
A PDF containing information for an upcoming land use action (*Reconsideration of Conditions of approval*) is included with this email for your agencies review. Please review the material and provide our office with comments relative to this application.

If your agency needs a hard copy of this packet, let me know and I will send one through the USPS.

Let us know if someone else in your organization should receive future email requests for comment. Please confirm you have received this email.

Thank you,
Troy

Troy Behunin
Senior Planner
City of Kuna
763 W. Avalon
Kuna, ID 83634
208.387.7729 (Dir)
208.922.5274
Troy@cityofkuna.com

CONFIDENTIALITY NOTICE

This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or distribute any information included in this e-mail or its attachments. If you receive this e-mail in error, please delete it from your system and contact the sender.



STATE OF IDAHO
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 BOISE REGIONAL OFFICE
 1445 North Orchard Street • Boise, ID 83706-2239 • (208) 373-0550

DEQ Response to Request for Environmental Comment

Date: 08/26/2014
 Agency Requesting Comments: City of Kuna Planning and Zoning
 Date Request Received: 08/18/2014
 Applicant/Description: PUD to Allow Two Story Homes

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require

preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

All projects for construction or modification of public drinking water systems require preconstruction approval.

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- *A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.*

- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or

disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method.”

For questions, contact Aaron Scheff, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,

Danielle Robbins

Danielle Robbins
danielle.robbs@deq.idaho.gov
Boise Regional Office
Idaho Department of Environmental Quality

C: File # 1979

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028

Boise, ID 83707-2028

(208) 334-8300

itd.idaho.gov

August 19, 2014

Troy Behunin
City of Kuna, Planning and Zoning
P.O. Box 13
Kuna, ID 83634

VIA EMAIL**RE: 02-05-S, 12-05-S CRIMSON POINT SUBDIVISION**

The Idaho Transportation Department has reviewed the referenced subdivision and planned unit development applications for the Crimson Point Subdivision on W. Ardell Road west of Ten Mile Road. ITD has the following comments:

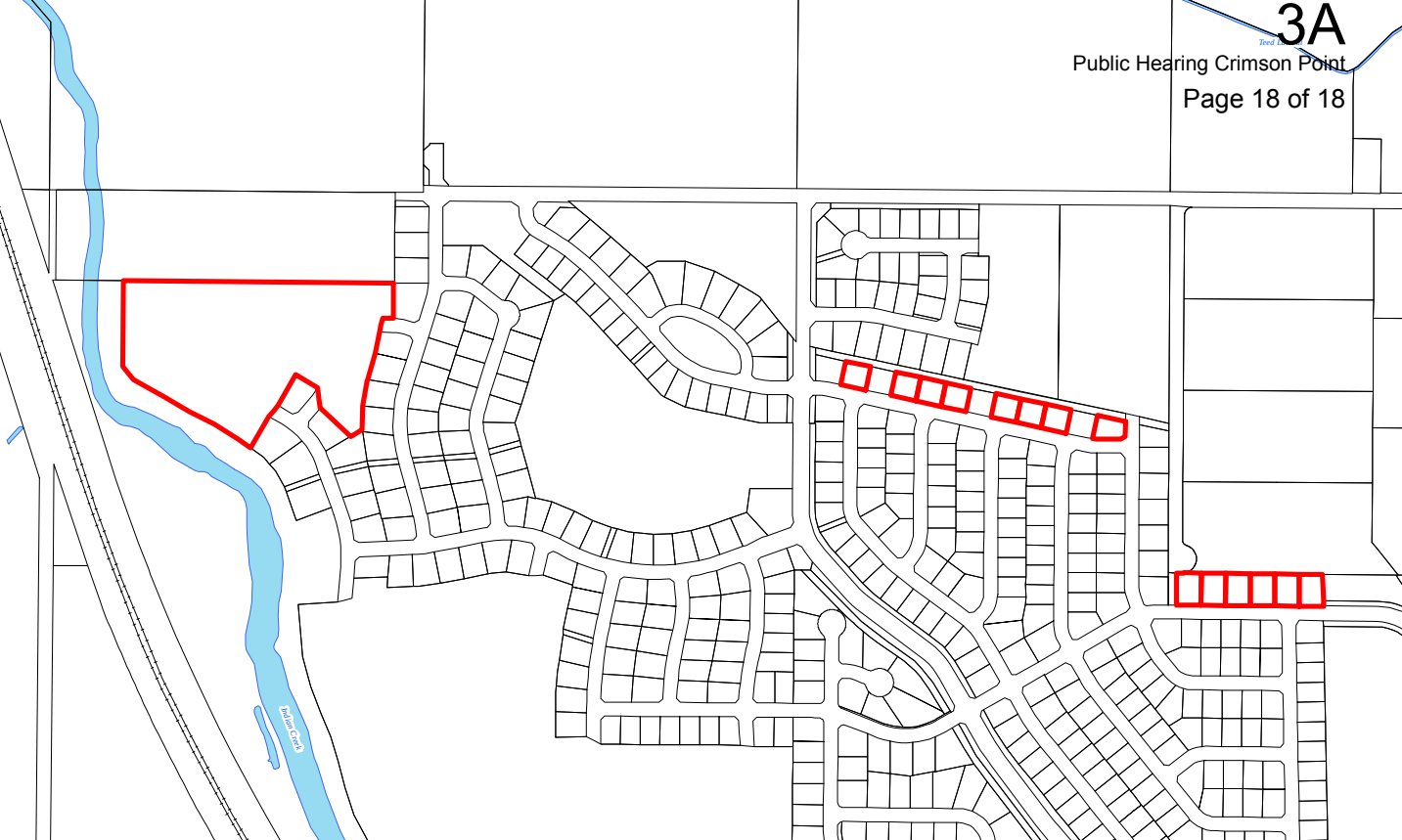
- 1) ITD has no objection to the requested applications. The project does not generate any more trips than anticipated under the Comprehensive Plan and this site does not require access to the State Highway System.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads 'James K. Morrison'.

James K. Morrison
Development Services Manager
jim.morrison@itd.idaho.gov





City of Kuna

Staff Report

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.id.gov

To: Kuna City Council

Case Number: 14-04-FP – Final Plat; Greyhawk No. 3 - Residential Subdivision

Location: W. Hubbard Road – South of Greyhawk No. 1
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: October 2, 2014

Applicant: Providence Properties
701 S. Allen St. Ste. 104
Meridian, ID, 83642
bobtaunton@tauntongroup.com

Representative: Kent Brown
3161 Springwood Dr.
Meridian, ID 83642
208.871.6842
Kentlkb@gmail.com

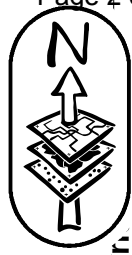
A. General Project Facts, Staff Analysis:

1. The applicant is requesting Final Plat approval for Greyhawk Subdivision No. 3. The final plat for Greyhawk No. 3 proposes 21 residential lots and two (2) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Greyhawk Subdivision No.3. This proposed final plat is in substantial conformance with the approved preliminary plat.

B. Staff Analysis:

1. After staffs review, this proposed final plat appears to be in substantial conformance with the approved preliminary plat for the Greyhawk No. 3 residential subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineers signatures on the plat Mylar's.

VICINITY MAP



S-Mer.

W Hubbard Rd

N Kay Ave

E Mystery Dr

N Greenville Ave

N Kristy Ave

N Destiny Ave

N Hose Gulch Ave

E Yankee Basin Dr

E Whitbeck Dr

Project Site

N Russell Ln

N Meridian Rd

Legend

PARCEL LINES

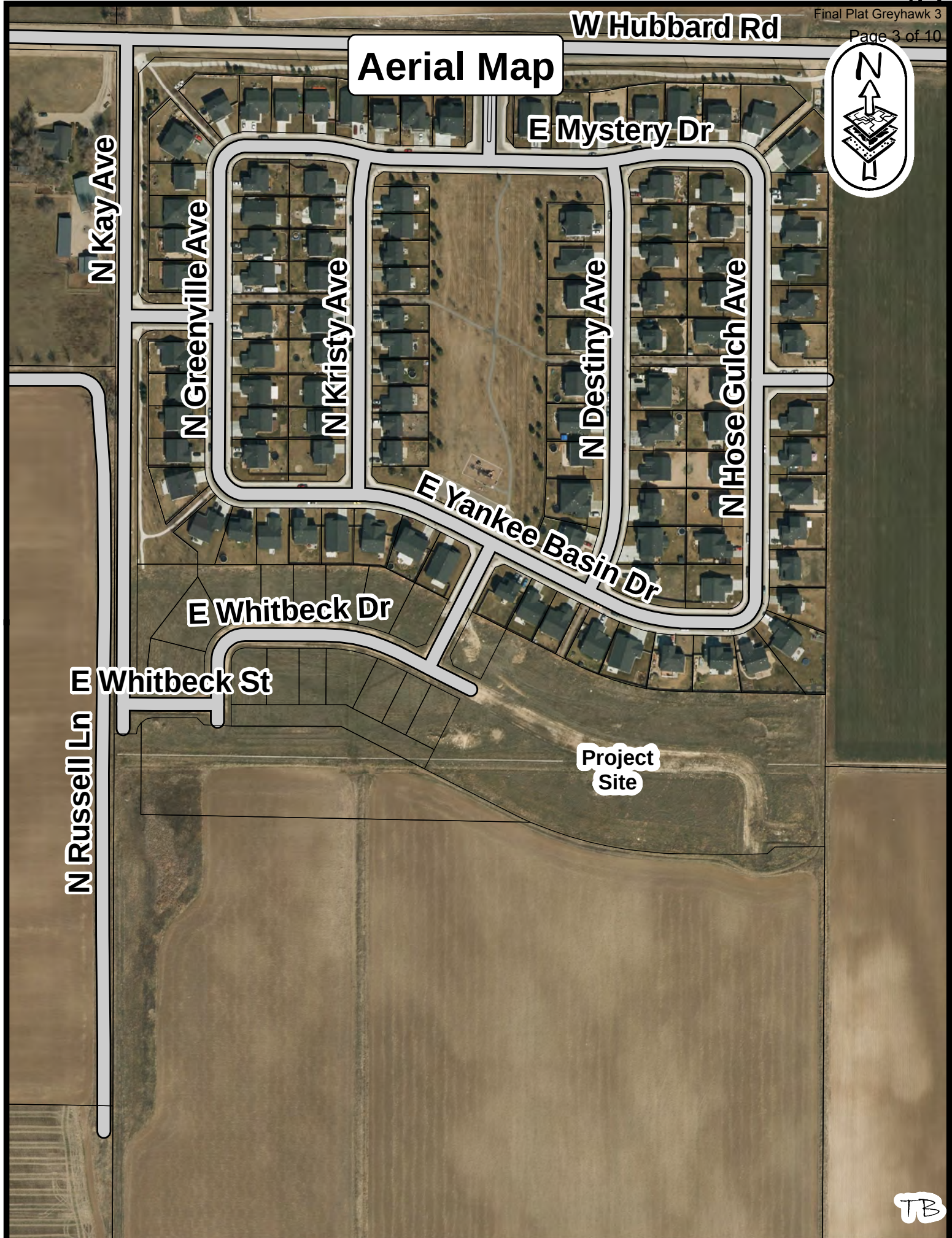
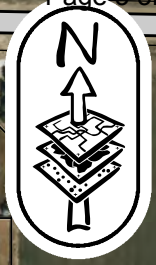
RAILROAD

ROADS

WATER FEATURES

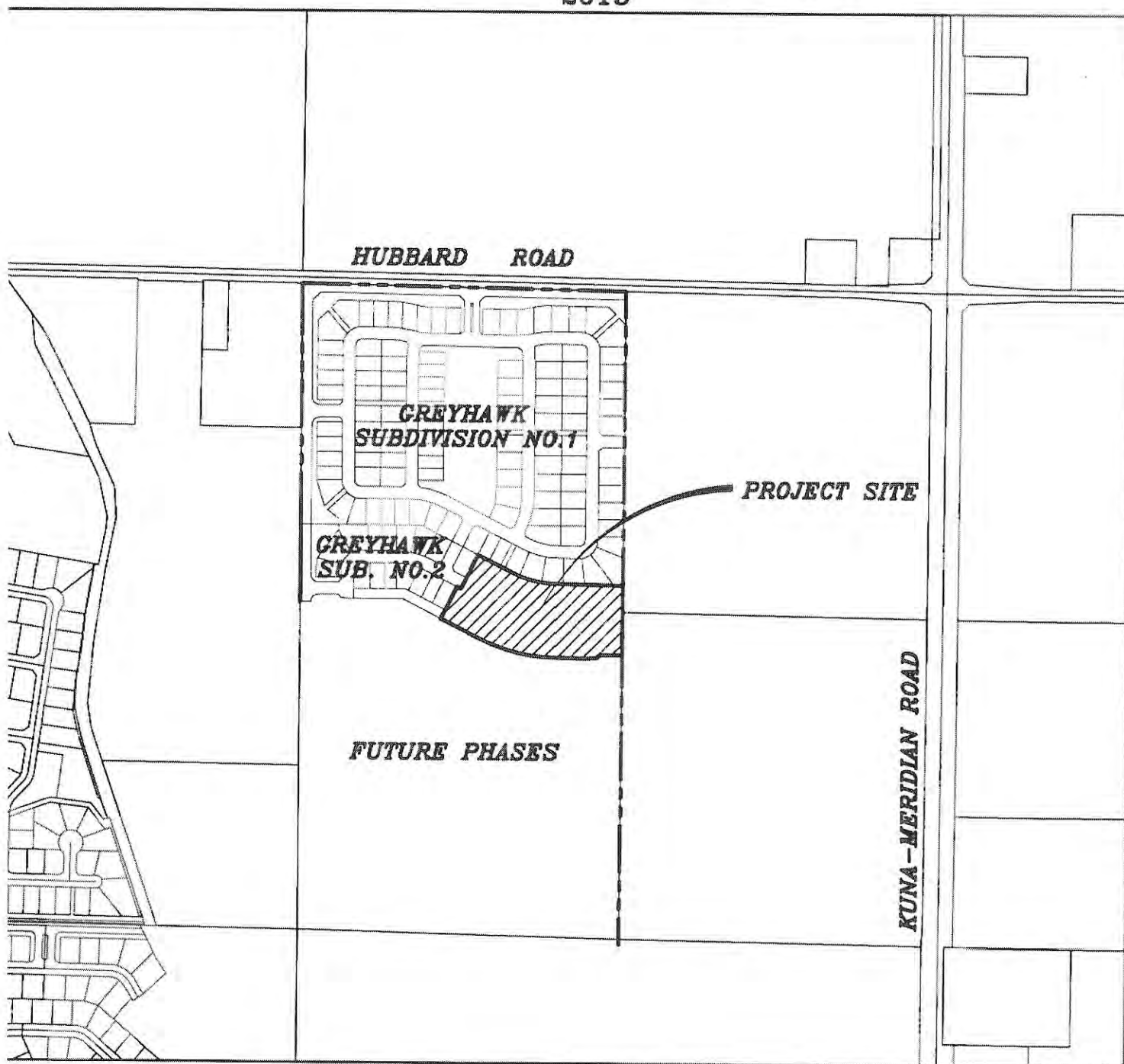
TB

Aerial Map



DEVELOPMENT PLANS FOR GREYHAWK SUBDIVISION NO. 3

A PORTION OF THE WEST 1/2 OF THE NE 1/4 OF
SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO
2013



IAVD 1988 DATUM

VICINITY MAP

1" = 600'



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.cityofkuna.com

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

- ☐ Annexation
- ☐ Appeal
- ☐ Comprehensive Plan Amendment
- ☐ Design Review
- ☐ Development Agreement
- ☐ Final Planned Unit Development
- ☒ Final Plat
- ☐ Lot Line Adjustment
- ☐ Lot Split
- ☐ Planned Unit Development
- ☐ Preliminary Plat
- ☐ Rezone
- ☐ Special Use
- ☐ Temporary Business
- ☐ Vacation
- ☐ Variance

Only For Office Use Only	
File Number (s)	14-04-SUB
Project name	Greyhawk SUB ND. 3
Date Received	8.11.14
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	9.16.2014

Contact/Applicant Information

Owners of Record: JERRY HESS	Phone Number: _____
Address: 519 E KARCHER RD	E-Mail: _____
City, State, Zip: NAMPA ID 83687	Fax #: _____
Applicant (Developer): PROVIDENCE PROPERTIES	Phone Number: _____
Address: 701 S ALLEN ST STE 104	E-Mail: BOBTAUNTON@TAUNTONGROUP.COM
City, State, Zip: MERIDIAN ID 83642	Fax #: _____
Engineer/Representative: KENT BROWN	Phone Number: 871-6842
Address: 3161 SPRINGWOOD DR	E-Mail: kent1kb@gmail.com
City, State, Zip: MERIDIAN ID 83642	Fax #: _____

Subject Property Information

Site Address: W HUBBARD RD
Site Location (Cross Streets): HUBBARD AND KAY AVE
Parcel Number (s): S1313128100
Section, Township, Range: SEC 13, R2N 1W
Property size : 4.74 AC
Current land use: VACANT Proposed land use: RESIDENTIAL
Current zoning district: R-6 Proposed zoning district: NO CHANGE

Project Description

Project / subdivision name: GREYHAWK NO 3
General description of proposed project / request: FINAL PLAT FOR PHASE 3 OF THE GREYHAWK DEVELOPMENT
Type of use proposed (check all that apply):
☒ Residential SINGLE FAMILY
☐ Commercial
☐ Office
☐ Industrial
☐ Other
Amenities provided with this development (if applicable): LANDSCAPING AND BERM

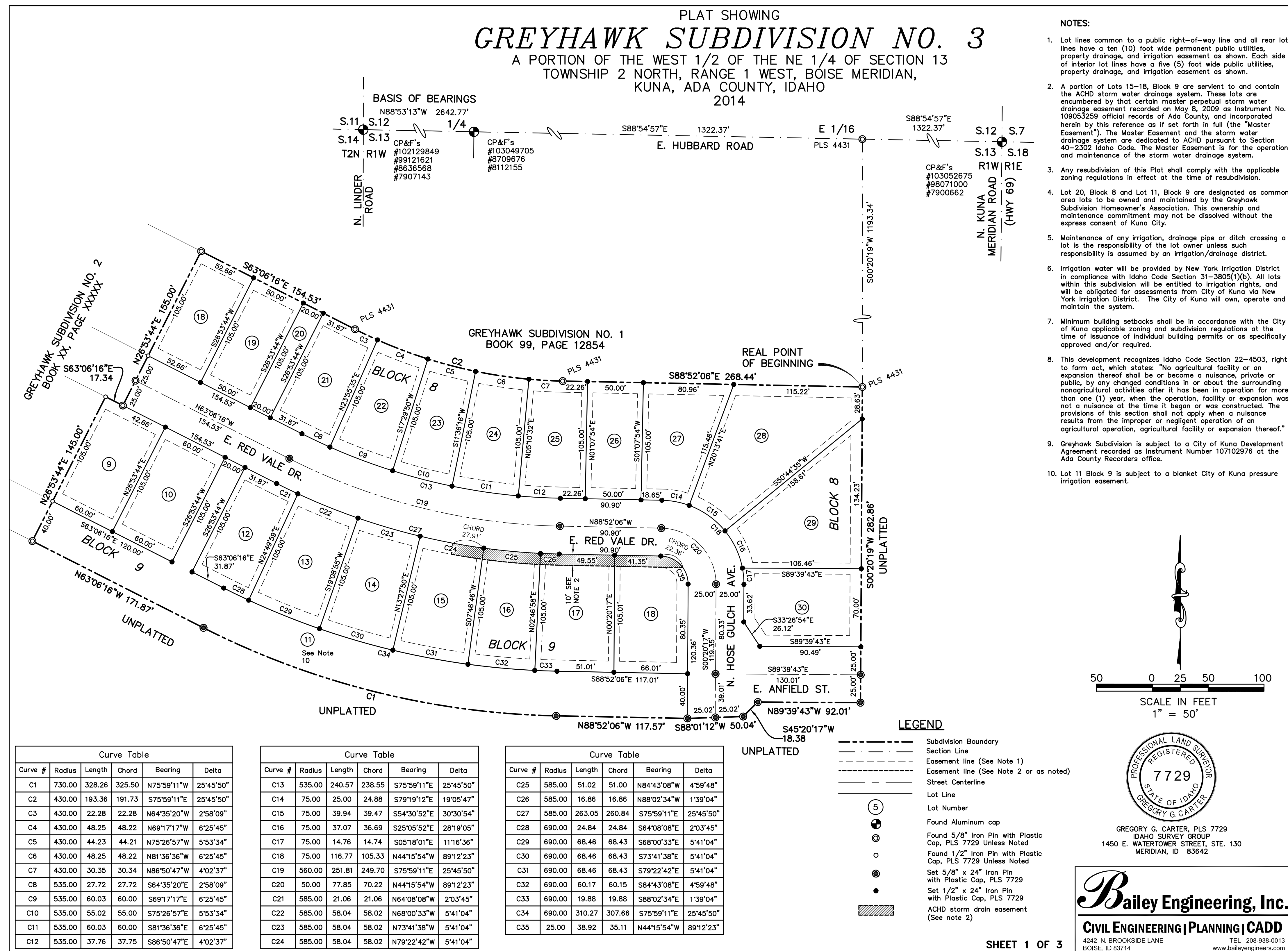
Residential Project Summary (if applicable)

Are there existing buildings?	Yes ☐ No ☒
Please describe the existing buildings: _____	
Any existing buildings to remain?	Yes ☐ No ☐
Number of residential units: 21	Number of building lots: _____
Number of common and/or other lots: 2	
Type of dwellings proposed:	
☒ Single-Family	TWENTYONE SINGLE FAMILY DWELLINGS
☐ Townhouses	_____
☐ Duplexes	_____
☐ Multi-Family	_____
☐ Other	_____
Minimum Square footage of structure (s): 1400SF	
Gross density (DU/acre-total property): 3.5	Net density (DU/acre-excluding roads): 3.1
Percentage of open space provided: 8.9	Acreage of open space: .66
Type of open space provided (i.e. landscaping, public, common, etc.): STRIP PARK 1 AND MICRO PATHS	

Non-Residential Project Summary (if applicable)

Number of building lots: _____	Other lots: _____
Gross floor area square footage: _____	Existing (if applicable): _____
Hours of operation (days & hours): _____	Building height: _____
Total number of employees: _____	Max. number of employees at one time: _____
Number and ages of students/children: _____	Seating capacity: _____
Fencing type, size & location (proposed or existing to remain): _____	
Proposed Parking:	a. Handicapped spaces: _____ Dimensions: _____
	b. Total Parking spaces: _____ Dimensions: _____
	c. Width of driveway aisle: _____
Proposed Lighting: _____	
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____	

Applicant's Signature: _____ Date: _____



TOTAL # LOTS: 23

REVISED	
NO.	DATE DESCRIPTION

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
 4242 N. BROOKSIDE LANE
 BOISE, ID 83714
 TEL 208-938-0013
www.baileyengineers.com

DRAWN BY: DAB	CHECKED BY: DAVID A. BAILEY P.E.	PROJECT: C2012-024	DATE: 07-23-2014
---------------	----------------------------------	--------------------	------------------

FINAL PLAT	SHEET
GREYHAWK SUBDIVISION NO. 3	2.1
HUBBLE HOMES LLC	

GREYHAWK SUBDIVISION NO. 3

CERTIFICATE OF OWNERS

Know all men by these presents: That Jerry M. Hess a married man, as his sole and separate property, is the owner of the property described as follows:

A portion of the West 1/2 of the Northeast 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet; Thence along the North line of said Section 13 South 88°54'57" East, 1322.37 feet to the East 1/16 corner of said Section 13; Thence along the East boundary line of the West 1/2 of the Northeast 1/4 of said Section 13 and the East boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858, records of Ada County, Idaho, South 00°20'19" West, 1193.34 feet to the Southeast corner of said Greyhawk Subdivision No. 1, said point being the **REAL POINT OF BEGINNING**;

Thence continuing along the East boundary line of the West 1/2 of the Northeast 1/4 of Section 13 South 00°20'19" West, 282.86 feet;

Thence leaving said East boundary line North 89°39'43" West, 92.01 feet;

Thence South 45°20'17" West, 18.38 feet;

Thence South 88°01'12" West, 50.04 feet;

Thence North 88°52'06" West, 117.57 feet;

Thence 328.26 feet along the arc of a curve to the right having a radius of 730.00 feet, a central angle of 25°45'50", and a long chord which bears North 75°59'11" West, a distance of 325.50 feet;

Thence North 63°06'16" West, 171.87 feet to the most southerly corner of Greyhawk Subdivision No. 2, as same is recorded in Book _____ of Plats at Pages _____-_____, records of Ada County, Idaho;

Thence along the easterly exterior boundary of said Greyhawk Subdivision No. 2, the following 3 courses:

Thence North 26°53'44" East, 145.00 feet;

Thence South 63°06'16" East, 17.34 feet;

Thence North 26°53'44" East, 155.00 feet to a point on the southerly boundary line of said Greyhawk Subdivision No. 1;

Thence along the southerly boundary of said Greyhawk Subdivision No. 1, the following courses:

Thence South 63°06'16" East, 154.53 feet;

Thence 193.36 feet along the arc of a curve to the left having a radius of 430.00 feet, a central angle of 25°45'50", and a long chord which bears South 75°59'11" East, a distance of 191.73 feet;

Thence South 88°52'06" East, 268.44 feet to the **REAL POINT OF BEGINNING**. Containing 4.74 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Kuna main line located adjacent to the subject subdivision, and the City of Kuna has agreed in writing to serve all the lots in this subdivision.

Jerry M. Hess

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Gregory G. Carter

P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho)

) s.s.

County of Ada)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry M. Hess, 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires

Notary Public for Idaho
Residing in _____, Idaho

GREYHAWK SUBDIVISION NO. 3

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

District Health Department, EHS Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the day of , 20 .

Chairman ACHD

APPROVAL OF CITY ENGINEER

I, Gordon Law, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this day , hereby approve this plat.

City Engineer Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, hereby certify that at a regular meeting of the City Council held on the day of , 20 , this plat was duly accepted and approved.

City Clerk, Kuna, Idaho

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

County Surveyor

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Date

County Treasurer

COUNTY RECORDER'S CERTIFICATE

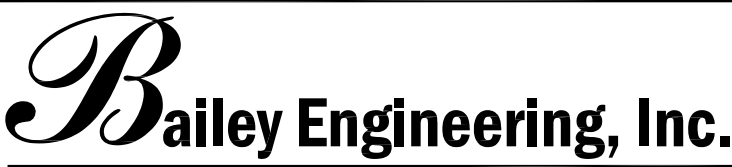
State of Idaho)
) s.s.
County of Ada)

I hereby certify that this instrument was filed for record at the request of at Minutes past O'clock .M. on this day of , 20 , in Book of plats at Pages .

Instrument No.

Deputy

Ex-Officio Recorder



Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
4342 N. BROOKSIDE LANE TEL. 208-938-0013
BOISE, ID 83714 www.baileyengineers.com



IDAHO
SURVEY
GROUP

EXHIBIT A

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 05-320-03

May 30, 2007

**Parcel A Remainder
Greyhawk Subdivision**

A parcel of land located in the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13; Thence along the North-South mid-section line South 00°11'49" West, 976.39 feet; Thence South 89°48'11" East, 50.00 feet to the **REAL POINT OF BEGINNING.**

Thence continuing South 89°48'11" East, 442.34 feet;

Thence South 63°06'16" East, 416.76 feet;

Thence 193.36 feet along the arc of a curve to the left, having a radius of 430.00 feet, a central angle of 25°45'50", and a long chord bearing South 75°59'11" East, 191.73 feet;

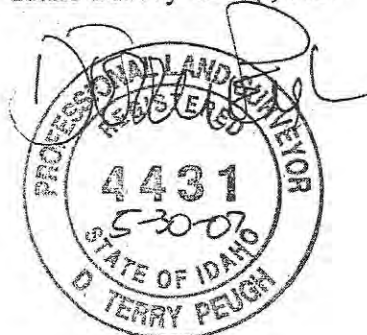
Thence South 88°52'06" East, 268.44 feet to a point on the East line of said West 1/2 of the NE 1/4;

Thence along said line South 00°20'19" West, 246.71 feet;

Thence North 88°54'57" West, 1268.81 feet;

Thence North 00°11'49" East, 464.48 feet to the Point of Beginning. Containing 10.64 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.



D. Terry Peugh, PLS

RESOLUTION NO. R51-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE INTEGRA SERVICE AGREEMENT TO UPGRADE THE INTERNET SERVICE TO ACCEPTABLE STANDARDS FOR THE SAFETY, WELFARE AND PROTECTION OF THE CITY AND THE PUBLIC AND TO THE CITY OF KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Kuna, Idaho currently has a 1.5 MB line providing Internet and voice-over-internet service to Kuna City Hall; and

WHEREAS, the City of Kuna, Idaho currently has a 1.5 MB line providing Internet and voice-over-internet service to the Kuna City Waste Water Treatment Plant; and

WHEREAS, Kuna City Hall and the Kuna City Waste Water Treatment Plant are connected by a 1.5 MB line that transmits data between the two locations so each location's server mirrors the data on the other server; and

WHEREAS, the City of Kuna, Idaho utilizes a *supervisory control and data acquisition program* (SCADA), which is a computer system that gathers and analyzes real time data to monitor the City's various domestic water, pressurized irrigation and waste water systems, and where a reliable internet connection, and speed of the internet connection is critical to the safety, welfare and protection of the City and the public; and

WHEREAS, the City of Kuna, Idaho provides telecommunication service (phone service) by voice-over-internet at both Kuna City Hall and the Kuna City Waste Water Treatment Plant. As the system is currently programmed, phone calls have priority over data transmission, which causes data transmission to stop if phone call volume is high; and

WHEREAS, Kuna City staff reports that phone calls are regularly dropped when call volume is high (usually when customers city utilities have been shut off for non-payment) compromising the safety, welfare and protection of the City staff and public; and

WHEREAS, Kuna City staff reports that during high call volume times, access to the Internet, vital communications and phone calls practically come to a standstill compromising the safety, welfare and protection of the City staff and public; and

WHEREAS, the City of Kuna, Idaho has made a substantial investment in its website to provide information and public records available to the public at a cost savings to the City. The City has also made a substantial investment in paperless technology. With the current service, City staff often must duplicate their efforts to successfully upload documents, causing inefficiencies in staff time. The lack of adequate data transmission

capacity to upload and view documents at the City Website compromises the information and public records that are available to the City, customers and the general public; and

WHEREAS, the City Council for the City of Kuna finds that the current telecommunication service and data transmission service being provided to Kuna City Hall and the Kuna City Waste Water Treatment Facility are inadequate, and the City is unable to continue with the current 1.5 MB lines and meet its obligation to provide for the safety, welfare and protection of the City, its customers and the general public; and

WHEREAS, the City Council of the City of Kuna finds that the upgrade of its data transmission lines is urgent and an ordinary and necessary expense; and

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

Section 1. The *Integra Service Agreement* as attached hereto and hereby incorporated herein by reference, is hereby authorized and approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



Service Agreement

Integra*

(P) (208) 401-2129

(F)

Tom McKnight

tomm@datatelco.com

www.integratelecom.com

Customer Name CITY OF KUNA
Street Address/Suite 6950 S TEN MILE RD
City/State/Zip MERIDIAN, ID 83642

Customer Name CITY OF KUNA - HUB
Street Address/Suite 763 W Avalon St
City/State/Zip Kuna, ID 83634

Product Description	QTY	Monthly Charge	Monthly Charge Discount	Estimated Monthly Charges ¹	Activation Charge	Activation Charge Discount	Total Activation Charges
Service Term - 36 months							
SIP Solutions							
VPN Solutions Extended - 20 Mbps	1	\$ 1,325.00	\$ 275.00	\$ 1,050.00	\$ 0.00		\$ 0.00
VPN Connectivity	1	\$ 75.00		\$ 75.00	\$ 0.00		\$ 0.00
Internet Access via VPN - 20 Mbps	1	\$ 150.00	\$ 100.00	\$ 50.00	\$ 0.00		\$ 0.00
IAD Charge	1	\$ 35.00		\$ 35.00	\$ 250.00	\$ 250.00	\$ 0.00
Caller ID Name & Number	1	\$ 20.00		\$ 20.00	\$ 0.00		\$ 0.00
SIP PRI Channel	23	\$ 7.50		\$ 172.50	\$ 5.00	\$ 5.00	\$ 0.00
DIDs	31	\$ 0.15		\$ 4.65	\$ 0.00		\$ 0.00
Total				\$ 1,407.15			\$ 0.00

Disconnect Product Description	First CN	QTY	Monthly Charge
VPN Solutions - T1 Access	HCED716894ID001	1	(\$- 270.00)
VPN Solutions - ISDN/PRI	LS510052	1	(\$- 251.43)
VPN Solutions - T1 Suite	VSHCED716894ID	1	(\$- 125.00)
Disconnect Total:			(\$- 646.43)
Net Difference:			\$ 760.72

Customer Name CITY OF KUNA - NODE 1/WASTEWATER TREATMENT PLANT**Street Address/Suite** 6950 S 10 Mile Rd**City/State/Zip** Meridian, ID 83642

Product Description	QTY	Monthly Charge	Monthly Charge Discount	Estimated Monthly Charges ¹	Activation Charge	Activation Charge Discount	Total Activation Charges
Service Term - 36 months							
VPN Solutions							
VPN Solutions - EoTDM - T1 - 1.5 Mbps	1	\$ 350.00	\$ 75.00	\$ 275.00	\$ 500.00	\$ 500.00	\$ 0.00
VPN Connectivity	1	\$ 75.00		\$ 75.00	\$ 0.00		\$ 0.00
Total				\$ 350.00			\$ 0.00

Disconnect Product Description	First CN	QTY	Monthly Charge
VPN Solutions - T1 Access	HCED716927ID001	1	(\$- 270.00)
VPN Solutions - T1 Suite	VSHCED716927ID	1	(\$- 125.00)
Disconnect Total:			(\$- 395.00)
Net Difference:			\$- 45.00

Summary of Charges

Location	Estimated Monthly Charges ¹	Total Activation Charges
CITY OF KUNA - HUB 763 W Avalon St Kuna, ID 83634	\$ 1,407.15	\$ 0.00
CITY OF KUNA - NODE 1/WASTEWATER TREATMENT PLANT 6950 S 10 Mile Rd Meridian, ID 83642	\$ 350.00	\$ 0.00
Grand Total:	\$ 1,757.15	\$ 0.00

Customer represents and warrants the above information is true and correct and further grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer will advise Integra immediately of any changes in the above information. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take all reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions in Customer directory listings shall be limited to the charge for that listing, if any, during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including the most recent Master Service Agreement executed by Customer and Integra, together with any schedules or attachments hereto, and Integra's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra and Customer, effective upon execution of this Agreement, and supersede all prior written or verbal agreements or understandings. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

¹ Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

* As Identified in the Master Service Agreement

Customer Acceptance

Gordon Law

Print Name

Authorized Signature

Date

Responsible Party email:

This email contact will be the primary recipient of future secure information

Integra Acceptance

Print Name

Signature

Date



Integra*

911 EMERGENCY SERVICE ADVISORY FOR INTEGRA INTERCONNECTED VoIP SERVICES AND VoIP-ENABLED SOLUTIONS

The Federal Communications Commission ("FCC") requires Voice over Internet Protocol ("VoIP") providers inform their customers of the potential limitations of 911 service when access is attempted over a VoIP connection compared with traditional 911 service over the public switched telephone network.

The FCC also requires VoIP providers to obtain and keep a record of affirmative acknowledgement by every customer using VoIP services confirming that the customer has received and understood this ADVISORY. Failure of the Customer to sign and return this acknowledgement to Integra may result in delay of service installation or suspension of service until the signed acknowledgement is received by Integra.

WARNING: VoIP SERVICES, WHICH CAN INCLUDE HVS, SIP, DIDs, MARKET EXPANSION DIDs, AND OTHER VOIP-ENABLED SOLUTIONS, MAY NOT ALLOW YOU TO DIAL 911 AND REACH E911 SERVICES IN CERTAIN SITUATIONS; DEATH OR SERIOUS INJURY MAY OCCUR IF CUSTOMER DOES NOT HAVE AN ALTERNATIVE MEANS OF REACHING E911.

Note: This VoIP 911 Service Advisory Disclaimer and Customer Acknowledgement shall be incorporated with Customer's Services Agreement, including Integra's Master Service Agreement.

Customer acknowledges the following regarding potential limitations of 911 Access through VoIP service:

RELOCATION OF END-USER'S IP-COMPATIBLE CPE: If Customer uses and moves mobile, nomadic, non-fixed telephones and/or IP-compatible Customer Premise Equipment ("CPE") to a new location, the E911 emergency response address associated with the CPE telephone numbers may be incorrect. For 911 dialing to work properly, the E911 emergency response or service address within the E911 database must correspond to the physical location of the calling party. Customer may also need to reset or reconfigure network equipment to restore 911 service.

SERVICE OUTAGE AND/OR BROADBAND CONNECTION FAILURE: 911 service may not be available during a service outage or broadband connection failure, including situations beyond Integra's reasonable control and ability to predict, such as fiber cuts, weather/storm outages, or equipment malfunctions.

LOSS OF ELECTRICAL POWER: In the event of an electrical power failure or disruption, 911 service may not be available to the VoIP Customer until power is restored. Customer may also need to reset or reconfigure network equipment to restore 911 service.

CUSTOMER'S INCORRECT LOCATION REGISTRATION OR FAILURE TO UPDATE ITS EMERGENCY RESPONSE SERVICE LOCATION OR ADDRESS INFORMATION WITHIN THE 911/E911 DATABASE: If Customer, or its third party PS/ALI provider, fails to maintain and update, or provides incorrect emergency response location information for station-side phone numbers, DIDs, or market expansion DIDs within the E911 database, 911 calls may fail.

E911 PROVISIONING INTERVALS: Following service activation and/or subsequent location registrations activated by Customer, there may be a delay in the updating the E911 database and 911 service will not be available.

WARNING STICKERS AND/OR LABELS: Customer will receive, prior to service turn up, warning stickers or labels explaining that E911 service may not be available from a VoIP connected headset or phone/station and shall place such stickers or labels on or near headsets or phone stations or other CPE connected to the VoIP service.

Customer has read, understands, and agrees to the foregoing:

Printed Name: Gordon Law

Title: _____

Date: _____

Signature: _____

*As defined in the Master Services Agreement



Integra*

(P) (208) 401-2129

(F)

tomm@datatelco.com

www.integratelecom.com

MASTER SERVICE AGREEMENT

INTEGRA MASTER SERVICE AGREEMENT

Integra Telecom Holdings, Inc., by and through its subsidiaries (hereinafter "Integra"), and customer, as named on the Service Agreement and the signature page hereto ("Customer"), hereby agree to the following terms and conditions contained in this Master Service Agreement (this "Agreement") for the provision of the service(s) ordered by Customer (the "Service(s)") to Customer by Integra, as of the date of the Service Agreement (as defined below). For the purposes of this Agreement, Integra or Customer may be individually referred to as a "Party" and collectively as "Parties."

1. **SERVICES AND SERVICES TERM.** This Agreement incorporates any accepted orders for Services ("Service Agreement(s)"), any attachments, policies and procedures found on Integra's website: www.integratelecom.com under Public Info and Policies ("Policies and Procedures"), and any filed tariffs, price lists or schedules, and comprises the entire agreement between the Parties. Details pertaining to the Services are set forth in the Service Agreement entered into in connection with this Agreement.

This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements – oral or written – between the Parties hereto. Integra reserves the right, in its sole reasonable discretion, to reject any Service Agreement prior to Integra's signature. Integra agrees to provide to Customer (subject to availability and adequacy of underlying Service), and Customer agrees to procure from Integra, the Services at the locations set forth for the number of months set forth ("Services Term") as detailed on the Service Agreement(s). Installation of Services occurs at the delivery of operating circuits to the demarcation terminal (the "Installation of Service(s)"), which demarcation terminal shall be at the location where Integra's facilities interconnect with Customer's or any third party's facilities (the "Demarcation Point"). Integra will use reasonable efforts to install Services on the date agreed upon by the Parties; however, Integra does not guarantee that Services will be installed and provisioned on Customer's desired due date. If Customer delays the Installation of Services, certain fees and facility reservation charges may be charged to Customer as described in Integra's Policies and Procedures. Upon the expiration of the Services Term, a Service Agreement will automatically renew for successive one (1) year terms, each a "Renewal Services Term," unless terminated by Customer or Integra with thirty (30) days written notice prior to the completion of the Services Term or the then-current Renewal Services Term.

2. **RATES, CHARGES, BILLING AND PAYMENT.** Rates and charges, service levels and credits are described in the Service Agreement. Integra will notify Customer when Customer's circuit has been delivered and Installation of Services has occurred. Upon notification of Installation of Service, Customer agrees to convert its services from its present provider, if any. Customer agrees that the Services Term will commence upon the Installation of Service, and billing for the Services will commence with Integra's first regular billing cycle after notification of the Installation of Service, regardless of Customer's actual conversion date, unless Customer tests the Services and notifies Integra that the Services are not functioning properly within three (3) days after Integra notifies Customer of the Installation of Services. If Customer timely notifies Integra of the non-functioning nature of the Services, Integra will investigate the problem, and if it is due to Integra equipment, correct the issue and notify Customer of such correction. Upon such notification, Customer again will have three (3) days to test the Services, and if Customer does not notify Integra that the Services are not functioning properly within such period, the Services Term and billing for the Services will begin for the date Integra notified Customer that the Services were corrected. If the problem was due to Customer equipment, Integra will notify Customer, and billing will begin when Customer was notified of Installation of Service.

Monthly recurring charges ("MRC") will be billed in advance each month. Non-recurring charges ("NRC") will be billed on the first invoice after the date of Installation of Service, or if the NRC are incurred after the date of Installation of Service, or are usage based, such charges will be billed on the next invoice thereafter. Integra may bill Customer for billing corrections or adjustments for Services rendered not later than one hundred eighty (180) days after the last day of the billing cycle during which Integra provided the Service(s) to the Customer, unless a different period is required by federal, state, or local laws, regulations, rulings, orders or other actions of governmental agencies ("Applicable Law"). Customer is responsible for payment of all charges associated with the Services, including without limitation, charges for originating and terminating calls to Customer's telephone number(s). Payments are due on the Payment Due By date set forth on the Integra invoice, provided, however, that no Payment Due By date shall be less than net thirty (30) days. Customer must provide payment of all undisputed charges in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Integra not later than ninety (90) days after the date of the invoice containing the disputed charge unless a different period is required by Applicable Law. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. Integra will investigate all disputes and notify Customer of the results of its investigation and, if appropriate, credit Customer's account or notify Customer of denial of the dispute. **Acceptance of payments of less than the full amount due, including an instrument tendered as full satisfaction of a debt, shall not be deemed, in the absence of a written agreement executed by both Parties, an agreement on the part of Integra to accept less than the full amount due. Any tender of an instrument as full satisfaction of a debt must be sent to the Law & Policy Department of Integra.** Integra may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due. Late fees may be assessed, as of the original Payment Due By Date, against any disputed amount denied by Integra. Integra has the option to suspend the Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services after written notice may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorneys' fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Each Service Agreement is subject to credit approval. Customer hereby authorizes Integra to conduct a credit search and agrees to provide Integra with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. If a credit check is unsatisfactory at any time, or if Customer fails to make timely payment two (2) or more times during any twelve (12) consecutive month period, Integra may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any Integra-provided equipment in Customer's premises ("Customer Premises Equipment"). When Customer establishes acceptable credit history or upon termination of the applicable Service Agreement, Integra will return the balance of the deposit, if any, to Customer along with interest as required by law.

Integra shall not be liable for any charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services.

If any property owner, under which Customer is a tenant, assesses a fee against Integra in order to, or as a result of, the provisioning of any Services to Customer, Integra may pass through such charges to Customer.

3. POLICIES, PROCEDURES AND RATES. Integra may change its Policies and Procedures upon thirty (30) days' written notice to Customer. Use of Integra Services after the thirty (30) day notice period shall be deemed consent to the changed Policies and Procedures. In addition, Integra may change its rates for various Services upon thirty (30) days' notice to Customer. In the event an increase in rates for Services occurs, Customer shall have thirty (30) days to terminate the affected Services by written notice to Integra, without further obligation or early termination charges, other than payment for the Services used until the date of termination. Such termination shall be effective thirty (30) days after Integra's receipt of the termination notice. Failure to timely give written notice of termination shall be deemed consent to the changed rates and charges.

4. FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS. Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

Telephone numbers are assigned to the business entity (Customer) named on the Service Agreement and not to any individual owner or operator of the business. Customer shall designate those individuals authorized to make changes to the Customer's account with Integra, including changes to the Services or to the telephone numbers in conformity with Applicable Law. The Customer shall hold Integra harmless for any changes authorized by the individuals designated by Customer.

Integra shall take reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking Service(s) for the first time at a location, Integra makes no warranties regarding assignment of particular telephone numbers to Customer. Integra shall not be liable to Customer for any change in, including loss of, telephone numbers if such telephone numbers are lost after termination of this Agreement or the Services due to default by Customer under this Agreement, or if such change or loss is due to actions of any vendor or supplier of services to Integra. Customer's reliance upon and/or use of any telephone numbering information prior to Installation of Service and Customer's conversion to the Services is at the Customer's sole risk.

Integra shall not be liable for any inaccurate or dropped listings of any publisher/directory database. Integra shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s). Additional costs may be assessed for publisher/directory database listing charges.

5. **TAXES, SURCHARGES, FEES AND ASSESSMENTS.** Customer is responsible for payment of any and all federal, state and local taxes, surcharges, or fees related to the Services, as may be imposed from time to time (excluding Integra income taxes) ("Taxes") to the extent that Customer is not exempt from such Taxes. Integra will collect all such Taxes unless Customer provides Integra with proof of exemption. Surcharges and assessments, which are not required by regulatory agencies, but which Integra is permitted to charge to recover expenses, may be applied and adjusted from time to time. All such charges will be set forth on a detailed invoice.

6. **TARIFF APPLICATION.** In the event of any conflict between any provision of this Agreement and any provision of an applicable filed tariff or price list, the provision of such filed tariff or price list will control.

7. **COMPLIANCE WITH LAW.** This Agreement is subject to all Applicable Law, and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. Integra will use commercially reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any action pursuant to Applicable Law adversely affects the Services or requires Integra to provide Services other than in accordance with the terms of this Agreement, either Party may, without liability to the other Party, terminate the affected Services upon thirty (30) days prior written notice to the other Party. In performing their obligations under this Agreement, the Parties will comply with all Applicable Law, specifically including, but not limited to, Applicable Laws governing 911/E-911 and any other emergency services.

Subject to Integra's 911/E-911 policy (found in Integra's Policies and Procedures), and unless otherwise specifically agreed, (a) Integra will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) Integra will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911/E-911 functionality as required by Applicable Law, including but not limited to, agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. Integra is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any Services other than the one emergency response location as set forth above.

8. **SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES.** Services will meet industry standards. Integra will maintain its facilities and equipment used to provide the Services as set forth in its Policies and Procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment. In such event, Customer will reimburse Integra for the cost of the required maintenance at Integra's standard time and material rate plus any taxes imposed upon Integra related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Integra equipment that is damaged by Customer's actions or equipment.

Integra reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades upon twenty-four (24) hours' notice to Customer or to suspend Service for emergency repairs to Integra's network without notice to Customer. Integra equipment will remain the sole and exclusive property of Integra or Integra's assignee. Customer will not tamper with, remove or conceal any Integra identifying plates, tags or labels. Customer shall not permit any liens on Integra equipment, and any such lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

Customer will provide equipment compatible with the Services and Integra's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Integra's network or facilities.

Upon termination of the Service(s), Customer, upon notice from Integra, shall provide reasonable access to Integra to recover the Integra provided Customer Premises Equipment, in accordance with the instructions in the notice. Customer's damage to the Integra provided Customer Premises Equipment (reasonable wear and tear excepted) or failure to return the equipment, including but not limited to the battery pack, as directed, shall constitute Customer acceptance of ownership of and responsibility for the equipment, and Integra may invoice Customer for the then fair market value of such equipment.

Integra reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services that does not affect the quality, cost or type of Services. Integra will manage its network in Integra's sole discretion. Customer will provide all reasonable information, authorizations, and access required by Integra for the purpose of installing Services, performing routine network grooming, maintenance, and upgrades, and addressing emergencies.

9. **SERVICE INTERRUPTION CREDITS.** Credits are subject to the limitations of liability set forth in Section 11 and shall only be given for a Service Outage (as defined below) and claimed in accordance with this Section or any other applicable service level agreement that applies to the Service. A "Service Outage" is defined as any Service disruption for which Integra is the sole cause of such disruption and such disruption is not the result of (a) scheduled maintenance that occurs between the hours of eleven p.m. and six a.m. local time, (b) planned enhancements, (c) upgrades, (d) failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment, or (e) a Force Majeure event (as defined below). Upon request, but not later than thirty (30) days after the Service Outage, and after a determination by Integra that such Service Outage is eligible for credits, Customer shall be entitled to a credit for a Service Outage that exceeds twenty-four (24) hours, unless otherwise defined in a service level agreement or tariff applicable to the specific Service. Such credit shall be based upon the ratio of the duration of the Service Outage (measured from the time the interruption is reported to or detected by Integra, whichever occurs first) to the total time in a thirty (30) day month. That ratio, multiplied by the monthly rate for the Service(s) affected shall determine the amount of the credit allowance.

If a Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits within thirty (30) days of a Service Outage, Customer will have waived its right to such service credits for that month. Customer's total service credit(s) in any one month will not exceed one (1) month's MRC for the affected Service for that month, and do not apply to the MRCs of any other Services. The credits outlined above shall not be compounding, but to the extent multiple service standards apply to a Service Outage, the credits that apply shall be distinguished by the degree of impairment based on a degradation or a complete disruption of Service for that particular Service Outage. Customer may be eligible for credits for a Service Outage under multiple provisions of this Agreement or any Service Order or Addendum; but Customer shall not be entitled to claim more than one credit for any Service Outage. To be eligible for service credits, Customer must be current in all of its obligations.

10. **DISCLAIMER/LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INTEGRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTEGRA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. **LIMITED LIABILITY.** CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE REMEDY FOR DAMAGES WITH REGARD TO SERVICE OUTAGES. INTEGRA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS INVOICED TO CUSTOMER BY INTEGRA DURING THE MONTH PRIOR TO THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL INTEGRA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE FORESEEABILITY THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. **CUSTOMER WARRANTIES.** (a) The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to Integra's equipment or facilities or create a hazard to Integra's personnel or customers or the public in general; (c) Customer represents and warrants that its use of the Services will comply and conform with all Applicable Law and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer represents and warrants that it will not resell all or a portion of the Service(s) provided by Integra under this Agreement. Customer will indemnify and hold Integra harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section.

13. **CONFIDENTIAL INFORMATION.** Customer Proprietary Network Information ("CPNI") shall only be disclosed in accordance with the Applicable Law and Integra's Policies and Procedures.

In addition to the foregoing, the Parties may have access to certain information, the ownership and confidential status of which is highly important to the other Party and is reasonably designated by one of the Parties as confidential (herein referred to as "Confidential Information"). Neither Party will disclose the other Party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other Party, and neither Party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other Party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by Applicable Law. Each Party will exercise a reasonable degree of care, but not less than the degree of care that it applies with respect to its own Confidential Information, in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14. **INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend Integra and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with (a) any and all costs, claims, taxes, charges, and surcharges levied against Integra relative to Customer's claim for tax exempt status with respect to Taxes to the extent that such exempt status is not found to be valid, (b) any liens placed on Integra provided Customer Premises Equipment due to Customer's action or inaction, (c) personal injury or death or damage to property related to Customer's failure to meet any 911/E911 requirements or agreements or the failure to give end users appropriate warnings if VoIP services are provided by Integra, or the failure to maintain the necessary databases and update the ALI being transmitted to the PSAP, (d) claims by Integra or third parties for damage to real or tangible personal property or for bodily injury or death which is caused by Customer and is directly due to Customer's negligence or willful misconduct or which is caused by hazards created by Customer's equipment or facilities, and (e) Customer's improper use of the Services and/or Customer's end-users or third parties improper use of the Services, resale, or sharing of the Services in violation of any Applicable Law or in violation of any provision of this Agreement. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death if solely caused by Integra's gross negligence or willful misconduct.

15. **DEFAULT/TERMINATION.** Customer's use of the Services provided under this Agreement and any equipment associated therewith will not: (a) interfere with or impair service over Integra's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to Integra's assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to Integra or its network; (e) be used for a high volume of short duration calls, regardless of nature (high volume short duration calls are defined as 10% of total outbound calls that are six seconds or less in duration) or (f) violate the provisions of any of Integra's Policies and Procedures, including Integra's 911/E-911 policy. Integra may immediately suspend or terminate the Services without liability for any violation of these provisions, and in the case of a violation of (e) above, Integra may, in its sole discretion, assess a higher rate for a high volume of short duration calls to reflect Integra's increased costs. If Services are suspended pursuant to this Section 15, reconnection charges may apply.

If either Party violates any provision of this Agreement, the non-defaulting Party shall send the defaulting Party written notice detailing the default. The defaulting Party will have: (a) ten (10) days from the date of the written notice to cure a payment default, or (b) thirty (30) days from the date of the written notice to cure a non-payment default. If the defaulting Party fails to cure, the non-defaulting Party may terminate the affected Services and pursue any and all other legal remedies permitted by this Agreement. Any Service Agreement and the related Services also may be terminated by either Party in accordance with the provisions of the then current tariff or price list that applies to such Service Agreement and the related Services.

Except as provided in the paragraph below, if Customer cancels all or a part of the Services prior to Installation of Service, Integra will charge Customer a cancellation fee equal to one (1) month's MRC for the cancelled Services, plus any installation costs, special construction costs and any other costs incurred by Integra, whether previously waived or not, and any third party charges incurred by Integra with respect to such cancelled Services. Except as provided in the paragraph below, if Customer terminates all or any part of the Services at a location at any time during the Services Term or a Renewal Services Term that is in effect, or if Integra terminates all or any part of the Services as a result of Customer's breach before the end of the Services Term or a Renewal Services Term that is in effect, Integra may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the Services Term or the Renewal Services Term then remaining for the terminated Services, plus any activation, installation costs, special construction costs, and all other fees or costs incurred by Integra that under the terms of the applicable Service Agreement are chargeable to Customer in addition to MRC, less amounts already paid by Customer with respect to such charges for the terminated Services. Customer acknowledges that Integra's damages for a cancellation or early termination would be difficult to determine and the cancellation and termination charge(s) constitute liquidated damages and are not intended as a penalty, but are intended as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third party costs and capital expenditures, and internal costs. All such amounts will become due and payable by Customer to Integra when invoiced.

Customer will not be liable for the cancellation or early termination fees set forth above if (a) cancellation or termination is due to a material breach of this Agreement by Integra or (b) if (i) Customer orders from Integra, at the time of Service cancellation or termination, retail services of equal or greater aggregate MRC than the Services cancelled or terminated, and (ii) the new services are approved by Integra, and (iii) Customer compensates Integra for any unrecovered installation and capital costs and any costs charged by third parties with respect to the cancelled or terminated Services.

16. **FORCE MAJEURE.** In the event that either Party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any third party communications or computer network or any other cause beyond such Party's reasonable control ("Force Majeure"), the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either Party hereunder; however in the event that such Force Majeure event continues for in excess of thirty (30) days, the Party that is not the subject of the Force Majeure event may terminate the Services that are the subject of the Force Majeure event without liability for termination.

17. GENERAL. Except as otherwise permitted herein, any amendment must be in writing and signed by the Parties hereto. Electronic or Facsimile copies of this Agreement and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the Parties as originals. The failure of either Party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices to Customer under this Agreement will be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery. Notices will be sent to the address of record, and in the event of multiple addresses, to the address of the parent account. In the case of a notice to Integra, all notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to the Law & Policy Department, 1201 NE Lloyd Blvd., Suite 500, Portland, Oregon 97232. Integra shall notify Customer of any change in this contact address for purpose of notices under this Agreement using the method of notice called for in this Section 17. Delivery will be deemed to occur upon receipt. The various rights and remedies given to or reserved by either Party herein or allowed by Applicable Law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered to condone any continuing or subsequent breach of the same provision. Customer has been provided with the opportunity to review and negotiate this Agreement and consult counsel; therefore, in the event of any ambiguities, no inferences shall be drawn against Integra. Customer may not assign this Agreement without the prior written consent of Integra, which will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of Sections 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination.

Accepted and Agreed as of the 17th day of September, 2014.

CUSTOMER:

CITY OF KUNA

By: Gordon Law

Name: _____

Title: _____

INTEGRA:

INTEGRA TELECOM HOLDINGS, INC.

By: _____

Name: _____

Title: _____



**ADDENDUM
To
Service Agreement
And
Master Service Agreement
Inside Wiring**

Integra*

(P) (208) 401-2129

(F)

tomm@datatelco.com

www.integratelecom.com

This Addendum to Service Agreement and the Master Service Agreement is executed as of the 17th day of September, 2014 (the "Effective Date"), by and between **Integra Telecom Holdings, Inc.**, an Oregon company with headquarters at 1201 NE Lloyd Blvd., Ste. 500, Portland, Oregon 97232, by and through one of its wholly-owned subsidiaries as may be certificated in the applicable state to provide services ("Integra"), and CITY OF KUNA ("Customer"), to supplement the Service Agreement dated September 17, 2014 (the "Service Agreement"), and the Master Service Agreement into which it is incorporated and made a part thereof (the "MSA"). Capitalized terms not defined herein shall have the meaning as defined in the Service Agreement and the MSA.

Pursuant to the MSA, Services are delivered to a point of demarcation (where Integras connection ends and the Customers begins) (Demarc) or the minimum point of entry (where Integras connection enters the building) (MPOE) at Customer's location. Wiring on the Customers side of the Demarc or the MPOE or otherwise inside the Customers building or premises is considered inside wiring (Inside Wiring) for which the Customer is responsible. Customer may be required to install, maintain, or repair Inside Wiring in order to use Services.

PLEASE INITIAL ONE OF THE FOLLOWING:

☐ **Initial here if Integra performs extension only Inside Wiring**

Pursuant to the terms of this Addendum, the MSA and Service Agreement, Integra shall extend, at no additional charge, wiring (of Integras choosing) up to 75 feet beyond the Demarc or MPOE if such extension of Inside Wiring:

- Does not take more than 20 minutes to install.
- Is no higher than 8 feet above the floor.
- Is not over any Customer employee working areas or stations.
- Does not require holes or penetrations be made through walls or ceiling.
- Does not require vertical wiring chases (no wiring between floors).
- Does not require work between buildings.
- Does not require cross connects be made directly to Customers PBX or similar equipment.

☐ **Initial here if Customer is doing Inside Wiring**

If the Inside Wiring requires any of the above, Integra cannot perform the extension and Customer is responsible for, at Customer's expense, ensuring the Inside Wiring is ready and compatible with the Service in conformity with the MSA. (Check one below.)

☐ Customer completes the vendor information below if available.

763 W Avalon St//Kuna			
Inside Wiring Vendor Information			
Vendor Name		Phone Number	
Contact Name		Email Address	

6950 S 10 Mile Rd//Meridian			
Inside Wiring Vendor Information			
Vendor Name		Phone Number	
Contact Name		Email Address	

___ Customer doesn't have a preferred vendor yet but will provide the information when a vendor is selected.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

CUSTOMER:

INTEGRA:

CITY OF KUNA

INTEGRA TELECOM HOLDINGS, INC.

By: **Gordon Law**

By:

Name:

Name:

Title:

Title:



IP/MPLS VPN SOLUTIONS SERVICE ADDENDUM TO THE MASTER SERVICE AGREEMENT

Integra*

(P) (208) 401-2129

(F)

tomm@datatelco.com

www.integratelecom.com

THIS PRODUCT ADDENDUM (this "Addendum"), effective as of the 17th day of September, 2014 (the "Effective Date"), shall be attached to and become part of the Master Service Agreement (the "Master Service Agreement") by and between Integra Telecom Holdings, Inc., an Oregon corporation, by and through its subsidiaries ("Integra"), and CITY OF KUNA ("Customer"). Unless otherwise set forth, capitalized terms in this Addendum shall have the same meaning as given in the Master Service Agreement.

1. SCOPE OF THE ADDENDUM

This Addendum, including all attachments hereto, sets forth the terms and conditions under which Integra agrees to provide to Customer, and Customer agrees to procure from Integra certain IP/MPLS VPN Solutions to be defined herein (the "Services").

2. DESCRIPTION OF ON-NET SERVICES

2.1 IP/MPLS VPN Solutions is an Integra layer-3 multipoint-to-multipoint virtual private LAN across an IP/MPLS enabled network backbone. Service locations can be partially meshed as a hub and spoke, fully meshed as a peer-to-peer network, or a combination of the two.

2.2 Additional core Services provided across the IP/MPLS VPN Solutions Network include Voice Communications and connectivity to the public Internet.

- Voice Communications Services consist of the following types:
 - Basic Business Lines
 - Digital Trunks
 - ISDN-PRI
 - SIP Trunks
- Public Internet Access

2.3 Integra offers Data Services from a customer location into a private virtual private network ("VPN") within the Integra network. Traffic prioritization is made by applying a percentage of the overall traffic to four (4) different Quality of Service ("QoS") queues.

2.4 The Integra Service footprint includes customer sites served via the Integra owner-fiber optic telecommunications facilities or within 60 miles of an Integra/local exchange carrier Collocated wire center (the "Integra Service Footprint").

2.5 The Integra Network includes the customer's access port (the port on the Integra aggregation router upon which the customer's circuit terminates) within Integra's Service Footprint, and the Integra owned and controlled backbone network (routers and circuits including any transit connections) (the "Integra IP/MPLS VPN Network"). The Integra IP/MPLS VPN Network does not include: networks owned and/or controlled by other carriers, local access circuits within or outside Integra's service footprint, a customer's own premise equipment, a customer's premise power and environmental conditions; a customer's local area network (LAN); or interconnections to or from and connectivity within other Internet Service Provider ("ISP") networks.

2.6 Integra may provide router equipment at a customer premises to terminate service delivered over the Integra IP/MPLS VPN Network. It is the customer's responsibility to provide adequate space, power, temperature and humidity controls for the operation of this equipment.

3. RATES AND CHARGES

The rates and charges applicable to the Services will be outlined in each Service Order for such Services.

4. ORDERING PROCEDURES FOR ON-NET SERVICES

Customer shall place an order for Services by submitting a Service Order. In addition to the form and information defined in the Agreement and this Addendum, the Service Order shall contain information such as applicable interface specification at the Point of Termination, Router Type (Standard or Premium) and QoS profile. In the event Customer submits a Service Order that is inconsistent with any of the terms of Integra's standard Service Order, the Agreement or this Addendum, then the Service Order will be treated as a counteroffer and will be binding only if accepted by Integra in writing.

5. SERVICE LEVEL OBJECTIVES

The failures described below shall be deemed to be Service Outages, and credit shall be available as described below. Limits on the service credit amount and reporting procedures are detailed in Sections 6 and 7 of this Addendum.

5.1 Network Availability

The Integra IP/MPLS VPN Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month (the "Network Availability Guarantee"). If the Integra IP/MPLS VPN Network Availability Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that calendar month for each full hour of Service Outage. Limits on the service credit amount and reporting procedures are detailed below. Network Availability is the number of minutes in a calendar month during which a IP/MPLS VPN Solutions is available to exchange data between the two (2) Customer end points and shall be determined as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Non-Availability})}{\text{Total Minutes in Calendar Month}}$$

"Total Minutes in Calendar Month" is determined by multiplying twenty-four (24) hours by the number of days in the month multiplied by sixty (60) minutes.

"Total Minutes of Non-Availability" means the total of all minutes of Network Non-Availability for a specific IP/MPLS VPN Solutions in a calendar month, measured as the period from the opening and closing of a Trouble Ticket that is determined to be a Service Outage.

Network availability for any locations outside of the Integra Service Footprint will be subject to and dependent upon the third-party service provider chosen.

5.2 Latency Guarantee

For packets with a QoS label of voice or data, excluding packets marked as "Best-Effort", the Integra IP/MPLS VPN Network is guaranteed to have an average round trip packet transit time within the Integra IP/MPLS VPN Network over a calendar month of sixty (60) milliseconds ("ms") or less. The average latency is measured as the average of fifteen (15) minute samples across the Integra IP/MPLS VPN Network taken throughout the month (the "Latency Guarantee"). If the Latency Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one (1) ms average above the sixty (60) ms average maximum guaranteed under this Section.

5.3 Packet Loss

For packets with a QoS label of voice or data, excluding packets marked as "Best-Effort", the Integra IP/MPLS VPN Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month (the "Packet Loss Guarantee"). If the Packet Loss Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one percent (1%) of average packet loss above the one percent (1%) average maximum guaranteed under this Section.

5.4 Jitter

For packets with a QoS label of voice or data, excluding packets marked as "Best-Effort", the Integra IP/MPLS VPN Network is guaranteed to have an end-to-end Jitter of one (1) ms or less during any calendar month (the "Jitter Guarantee"). If the Jitter Guarantee is proven to have not been met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one (1) ms of Jitter above the one (1) ms maximum guaranteed under this Section.

5.5 Mean Time to Repair

Integra's mean time to repair ("MTTR") is measured as the average time it takes to restore all Service Outages regarding the Network Availability Guarantee for all Customer sites with similar circuit types during a calendar month within the Integra Service Footprint. For the purposes of determining MTTR measurements, only a failure of the Network Availability Guarantee shall constitute a Service Outage; failures of other guarantees do not apply to MTTR.

- DSL/Broadband – eight (8) hours
- T1, NxT1, DS3 – four (4) hours
- Ethernet – four (4) hours

$$\text{MTTR} = \frac{\sum (\text{Trouble Ticket Time Cleared} - \text{Trouble Ticket Time Opened})}{\sum (\text{Number of Trouble Tickets})}$$

(Within a month)

Measurement: MTTR is the period of time beginning when a trouble ticket is opened by either Integra or Customer as a result of a Failure, and ending when the Failure has been remedied. The MTTR service guarantee takes effect on the first calendar day of the first full month after the connection is successfully installed and activated.

If Integra fails to meet the MTTR for a calendar month, Customer will receive a credit of 1/30th of the MRC for that month for each full hour over the MTTR.

Sites located outside the Integra Service Footprint are excluded from eligibility for credits; however, Integra's objective for sites outside the Integra Service Footprint is to resolve Trouble Tickets within the times specified above for sites within the Integra Service Footprint.

5.6 Installation Interval

Installation Interval is defined as the number of calendar days beginning when the Customer has provided a signed Service Agreement to Integra and the customer has taken part in an Integra project kick-off meeting and ending when the circuit is activated and available to transport data. Installation Interval applies to each service location individually (the "Installation Interval").

Service Area Installation Interval

- Within the Integra Service Footprint without a new Integra fiber build: Forty-five (45) Business Days
- Outside of Integra Service Footprint or a new Integra Fiber build: On an individual case basis

5.7 Integra Provided Router Outages

Customer may receive a service credit of 1/30th of the monthly recurring charge for the calendar month of the affected service leg for the first two (2) full hours and each subsequent full hour of Service Outage that is due to the Integra-provided routers located in customer premises within the Integra Service Footprint. If Customer purchases standby router service, such credits will be for such Service Outages outside the Integra Service Footprint.

6. **SERVICE OUTAGE REPORTING PROCEDURES**

For Service Outages, a trouble ticket must be opened with Integra customer care upon the occurrence of a Service Outage in order to be eligible for consideration for a service credit. If Customer opens the trouble ticket, it must be initiated by voice contact. Upon notification from Customer, or Integra's discovery of a Service Outage, Integra will open a trouble ticket, test the affected Service and attempt to isolate the problem. Integra's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for any Service Outage unless a trouble ticket has been opened and a service credit has been requested within one (1) week of the Service Outage. If Customer subscribes to Network Notification Service ("NNS"), and Integra's records show that Integra failed to open a trouble ticket, then subject to the limitations set forth in Section 7, Customer shall be entitled to any service credits that Customer would have received had Integra opened the trouble ticket in accordance with this Section; provided, however, in no event will Integra's failure to open a trouble ticket pursuant to this Section result in service credits for any Service Outages beyond the thirty (30) day period prior to Integra's failure to open a trouble ticket

7. **SERVICE CREDIT LIMITS**

The provisions of the Agreement and this Addendum state Customer's sole and exclusive remedy for any Service Outage, interruption or deficiencies whatsoever regarding the Service. Integra's liability is further limited by Section 11 of the Agreement. Furthermore, Customer is not eligible for service credits for Service Outages that arise out of outages caused by issues outside the Integra IP/MPLS VPN Network, scheduled maintenance and emergency maintenance; any act or omission by Customer, its agents or any other entity under Customer's control, any circumstance beyond Integra's reasonable control, including Internet attacks (denial of service, virus and worm activity, etc.) or a Force Majeure event.

Credits for outages due to failure of Integra-provided routers will not be paid in addition to Network Availability credits for specific Integra IP/MPLS VPN Network access legs. Notwithstanding the preceding sentence, Customer's total service credit(s) in any one month will not exceed the equivalent of fifty percent (50%) of the relevant MRCs for the affected Service for that month, and Customer's total service credit(s) in an twelve (12) month period will not exceed twenty percent (20%) of the aggregate MRC's for the affected Service for such twelve (12) month period. Cumulative service credits in any one-month must exceed \$25.00 to be processed. If Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected Service and do not apply to MRCs of other Services. To be eligible for service credits, the Customer must be in good standing with Integra and current in all of its obligations.

8. **ENTIRE AGREEMENT**

This Addendum, along with the Agreement, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the Services described above. The Agreement will remain in full force and effect except as modified herein. To the extent of any conflict between the terms of this Addendum and the Agreement or any Service Order, this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

Integra Telecom Holdings, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF KUNA

By: **Gordon Law** _____

Name: _____

Name: _____

Date: _____

**ADDENDUM
to
Service Agreement
and
Master Service Agreement

Funding Contingency**

This Addendum to Service Agreement and the Master Service Agreement is executed as of the ___ day of _____, 2014 (the "Effective Date"), by and between **Integra Telecom Holdings, Inc.**, an Oregon company with headquarters at 1201 NE Lloyd Blvd., Ste. 500, Portland, Oregon 97232, by and through one of its wholly-owned subsidiaries as may be certificated in the applicable state to provide services ("Integra"), and City of Kuna ("Customer"), to supplement the Service Agreement dated _____, 2014 (the "Service Agreement"), and the Master Service Agreement into which it is incorporated and made a part thereof (the "MSA"). Capitalized terms not defined herein shall have the meaning as defined in the Service Agreement and the MSA.

WHEREAS, the Parties have entered into a Service Agreement for the provision of Services as described in the Service Agreement, together with the MSA that sets out the terms and conditions for the delivery of service described in the Services Agreement (collectively, the "Agreement"), and;

WHEREAS, the Parties seek to supplement the terms of Service Agreement and the MSA to address the unique needs of Customer and the unique circumstances of service as more specifically set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Service Agreement and the MSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Notwithstanding anything to the contrary in Section 15 of the MSA, Integra understands and agrees that Customer's entering into the Agreement is dependent upon the continuing availability of funds on an annual basis, because financial obligations after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available. The parties recognize that the act of appropriation is a legislative act, and Customer will take such action as is necessary under the law to timely and properly budget for, request, seek and pursue appropriation for funds, which will permit Customer to make all payments required under this Agreement during the period of which such appropriation shall apply. In the event that no funds are made available for payment under the Agreement in any fiscal year, the Agreement shall terminate at the end of the then current fiscal year, with no early termination fees or other penalties or additional costs to Customer as a result of such termination.
2. Except as specifically set forth in this Addendum, the terms and conditions of Service Agreement and the MSA shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

CUSTOMER:

City of Kuna

By: _____
Name: _____
Title: _____

INTEGRA:

Integra Telecom Holdings, Inc.

By: _____
Name: _____
Title: _____

DATA/PHONE LINE ANALYSIS
AUGUST, 2014

EXISTING CONFIGURATION (PRI T-1 1.5 MPLS TO/FROM CITY HALL & 1.5MPLS NWWTP)

							ANNUALIZED ALLOCATIONS				
							1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH)				
FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES	NETWORK ACCESS ASSESSMENT	TOTAL \$/MONTH	TOTAL \$ ANNUAL		GF	WF	SE	IF
CITY HALL-HUB	1.5	\$646.43	\$1.88	\$72.24	\$720.55	\$8,646.60	N/A	\$3,232.96	\$1,983.53	\$2,589.66	\$840.45
NWWTP-NODE 1	1.5	\$395.00	\$0.00	\$43.26	\$438.26	\$5,259.12	N/A	\$1,966.38	\$1,206.44	\$1,575.11	\$511.19
					\$1,158.81	\$13,905.72	\$772.540	\$5,199.35	\$3,189.97	\$4,164.76	\$1,351.64

INTERIM CONFIGURATION (1.5 MPLS TO/FROM CITY HALL/NWWTP & INTERNET(1.5)) + (DSL 20MBPS DOWNLOAD/2MBPS UPLOAD @ CITY HALL + DSL 12MBPS DOWNLOAD/2 MBPS UPLOAD NWWTP MONTH TO MONTH)

											ANNUALIZED ALLOCATIONS				
FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES	NETWORK ACCESS ASSESSMENT	TOTAL EXISTING \$/MONTH	TOTAL EXISTING \$ ANNUAL	DSL MONTHLY SERVICE \$ ^{1, 2}	DSL ANNUAL \$ ^{1, 2}	GRAND TOTAL \$/MONTH	GRAND TOTAL \$ ANNUAL	1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH ³)	GE	WF	SE	IE
CITY HALL-HUB	1.5	\$646.43	\$1.88	\$72.24	\$720.55	\$8,646.60	\$130.00	\$1,560.00	\$850.55	\$10,206.60	N/A	\$3,816.25	\$2,341.39	\$3,056.88	\$992.08
NWWTP-NODE 1	1.5	\$395.00	\$0.00	\$43.26	\$438.26	\$5,259.12	\$130.00	\$1,560.00	\$568.26	\$6,819.12	N/A	\$2,549.67	\$1,564.31	\$2,042.33	\$662.82
					\$1,158.81	\$13,905.72	\$260.00	\$3,120.00	\$1,418.81	\$17,025.72	\$42.353	\$6,365.92	\$3,905.70	\$5,099.20	\$1,654.90

COST VARIANCES FROM EXISTING CONFIGURATION:	Monthly	Annual	Monthly	GE	WF	SE	IF
	\$260.00	\$3,120.00		\$97.21	\$59.64	\$77.87	\$25.27
			Annual	GF	WF	SE	IF
				\$1,166.57	\$715.73	\$934.44	\$303.26

- 1: Regulatory fees were not quoted for this service. There are assumed to be fees but not included here
2: There is a one-time \$100 service charge which is not included in these total
3: Since the packeting volume is different in download vs. upload, just used the higher download size for this costing purpos

PROPOSED PERMANENT CONFIGURATION (PRI T-1 + (FIBER(EOC-ETHERNET OVER COPPER) 20MBPS DOWNLOAD/20MBPS UPLOAD @ CITY HALL) + (1.5 MPLS @ CITY HALL + 1.5 MPLS NWWTP)

12-MONTH TERM

													ANNUALIZED ALLOCATIONS				
													1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH				
FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES ¹	NETWORK ACCESS ASSESSMENT ²	TOTAL EXISTING \$/MONTH	TOTAL EXISTING \$ ANNUAL	FIBER MONTHLY SERVICE \$3	FIBER ANNUAL SERVICE \$	DSL MONTHLY SERVICE \$ ^{1, 2}	DSL ANNUAL \$ ^{1, 2}	GRAND TOTAL \$/MONTH	GRAND TOTAL \$ ANNUAL	GE	WF	SE	IF	
CITY HALL-HUB	20/1.5	\$453.15	\$1.88	\$72.24	\$527.27	\$6,327.24	\$1,150.00	\$13,800.00	\$0.00	\$0.00	\$1,677.27	\$20,127.24	N/A	\$7,525.58	\$4,617.19	\$6,028.11	\$1,956.37
NWWTP-NODE 1	20/1.5	\$375.00	\$0.00	\$43.26	\$418.26	\$5,019.12	\$0.00	\$0.00	\$0.00	\$0.00	\$418.26	\$5,019.12	N/A	\$1,876.65	\$1,151.39	\$1,503.23	\$487.86
					\$945.53	\$11,346.36	\$1,150.00	\$13,800.00	\$0.00	\$0.00	\$2,095.53	\$25,146.36	\$91.110	\$9,402.22	\$5,768.57	\$7,531.33	\$2,444.23

COST VARIANCES FROM EXISTING CONFIGURATION:	Monthly	Annual	Monthly	GE	WF	SE	IF
	\$936.72	\$11,240.64		\$350.24	\$214.88	\$280.55	\$91.05
			Annual	GF	WF	SE	IF
there is an additional \$500 installation charge not included in the numbers above				\$4,202.88	\$2,578.60	\$3,366.57	\$1,092.59

- 1: Regulatory fees were not quoted for this service. There are assumed to be fees but not included here
2: Network access assessment fees not quoted for the additional services. There are assumed to be additional fees but not included here
3: There is a one-time \$500 service charge which is not included in these total
4: Since the packeting volume is different in download vs. upload, just used the higher download size for this costing purpos

PROPOSED PERMANENT CONFIGURATION (PRI T-1 + (FIBER(EOC-ETHERNET OVER COPPER) 20MBPS DOWNLOAD/20MBPS UPLOAD @ CITY HALL) + (1.5 MPLS @ CITY HALOL + 1.5 MPLS NWWTP)

24-MONTH TERM

													ANNUALIZED ALLOCATIONS				
													1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH ⁴)				
FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES ¹	NETWORK ACCESS ASSESSMENT ²	TOTAL EXISTING \$/MONTH	TOTAL EXISTING \$ ANNUAL	FIBER MONTHLY SERVICE \$3	FIBER ANNUAL SERVICE \$	DSL MONTHLY SERVICE \$ ^{1, 2}	DSL ANNUAL \$ ^{1, 2}	GRAND TOTAL \$/MONTH	GRAND TOTAL \$ ANNUAL	GF	WF	SF	IF	
CITY HALL-HUB	20/1.5	\$407.15	\$1.88	\$72.24	\$481.27	\$5,775.24	\$1,050.00	\$12,600.00	\$0.00	\$0.00	\$1,531.27	\$18,375.24	N/A	\$6,870.50	\$4,215.28	\$5,503.38	\$1,786.07
NWWTP-NODE 1	20/1.5	\$350.00	\$0.00	\$43.26	\$393.26	\$4,719.12	\$0.00	\$0.00	\$0.00	\$0.00	\$393.26	\$4,719.12	N/A	\$1,764.48	\$1,082.57	\$1,413.38	\$458.70
					\$874.53	\$10,494.36	\$1,050.00	\$12,600.00	\$0.00	\$0.00	\$1,924.53	\$23,094.36	\$83.675	\$8,634.98	\$5,297.85	\$6,916.76	\$2,244.77

COST VARIANCES FROM EXISTING CONFIGURATION:	Monthly	Annual	Monthly	GF	WF	SE	IF
	\$765.72	\$9,188.64		\$286.30	\$175.66	\$229.33	\$74.43
	Annual			\$3,435.63	\$2,107.87	\$2,752.00	\$893.14

- 1: Regulatory fees were not quoted for this service. There are assumed to be fees but not included here
- 2: Network access assessment fees not quoted for the additional services. There are assumed to be additional fees but not included here
- 3: There is a one-time \$0 service charge which is not included in these totals
- 4: Since the packeting volume is different in download vs. upload, just used the higher download size for this costing purposè

PROPOSED PERMANENT CONFIGURATION (PRI T-1 THROUGH FIBER(EOC-ETHERNET OVER COPPER) 20MBPS DOWNLOAD/20MBPS UPLOAD @ CITY HALL) + 1.5 MPBS T-1 NWWTP VIA CLOUD)

36-MONTH TERM

													ANNUALIZED ALLOCATIONS			
													1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH) ⁴			
FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES ¹	NETWORK ACCESS ASSESSMENT ²	TOTAL EXISTING \$/MONTH	TOTAL EXISTING \$ ANNUAL	FIBER MONTHLY SERVICE \$ ^{1, 2}	FIBER ANNUAL SERVICE \$	DSL MONTHLY SERVICE \$ ^{1, 2}	DSL ANNUAL \$ ^{1, 2}	GRAND TOTAL \$/MONTH	GRAND TOTAL \$ ANNUAL	GF	WF	SE	
CITY HALL-HUB	20/1.5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.15	\$16,885.80	\$0.00	\$0.00	\$1,407.15	\$16,885.80	N/A	\$6,313.60	\$3,873.60	\$5,057.30
NWWTP-NODE 1	20/1.5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$4,200.00	\$0.00	\$0.00	\$350.00	\$4,200.00	N/A	\$1,570.38	\$963.48	\$1,257.90
					\$0.00	\$0.00	\$1,757.15	\$21,085.80	\$0.00	\$0.00	\$1,757.15	\$21,085.80	\$76.398	\$7,883.98	\$4,837.08	\$6,315.20

COST VARIANCES FROM EXISTING CONFIGURATION:	Monthly	Annual	Monthly	GF	WF	SE	IF
	\$598.34	\$7,180.08		\$223.72	\$137.26	\$179.20	\$58.16
	Annual			\$2,684.63	\$1,647.11	\$2,150.43	\$697.90

- 1: Regulatory fees were not quoted for this service. There are assumed to be fees but not included here
- 2: Network access assessment fees not quoted for the additional services. There are assumed to be additional fees but not included here
- 3: There is a one-time \$0 service charge which is not included in these totals
- 4: Since the packeting volume is different in download vs. upload, just used the higher download size for this costing purposè

RESOLUTION NO. R52-2014**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PROCESS PAYMENT OF AMOUNTS OWED TO CERTAIN VENDORS PRIOR TO APPROVAL BY THE CITY COUNCIL**

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the City Treasurer of same is authorized to process payment of amounts owed to certain vendors prior to approval by the City Council.

Furthermore, it is the desire of the City Council to avoid late payment fees, capture all vendor payment discounts offered where reasonable and customary, expedite cash flow to the City's sanitation service provider in conjunction with the City's collection of cash on sanitation accounts, and expedite reimbursement of qualifying City facility rental deposit refunds.

VENDOR(S)

J&M Sanitation

DETAIL

City Sanitation Service Provider - To Be Paid Each Friday From Net Sanitation Payments Received By the City as of the Prior Thursday

City Facility Rental Deposits

Varying Entities and Individuals

Home Depot Credit Services

Various Purchases on Account

U.S. Bank Visa

ACH; Varying Vendors

Vendor Payment Discounts Offered

Varying Vendors

Elavon Merchant Services

ACH; Credit Card Processing Vendor

Authorize.Net Merchant Services

ACH; Credit Card Processing Vendor

Additionally, amounts paid prior to city council approval shall be included on the accounts payable payment approval report at the first regularly scheduled city council meeting following the payment of the invoice. In circumstances where the pre-payment is made prior to a regularly scheduled city council meeting, but following the deadline for that meeting's city council packet submission, the pre-payment shall be included on the second subsequent regularly scheduled city council meeting following the payment of the invoice.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of October, 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of October, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

RESOLUTION NO. R53-2014

**A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE
CONSENT TO USE AGREEMENT WITH THE UNITED STATES
DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

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

Section 1. The *Consent to Use Agreement Contract No. 4-07-11-L3478* (New York Canal Crossing, Kuna, Idaho) with the United States Department of Interior, Bureau of Reclamation, a copy of said Agreement is attached hereto and incorporated herein by reference, is hereby authorized and approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



United States Department of the Interior

BUREAU OF RECLAMATION

Pacific Northwest Region

SNAKE RIVER AREA OFFICE

230 COLLINS ROAD

BOISE, ID 83702-4520

SEP 18 2014

RECEIVED

SEP 22 2014

KUNA CITY CLERK

IN REPLY REFER TO:

MSF-6125

LND-3.00

Mayor Greg Nelson

City of Kuna

763 W. Avalon

Kuna, ID 83634

Subject: City of Kuna's Consent to Use Agreement (Consent) Contract No. 4-07-11-L3478,
Widen Existing Bridge and Waterline Crossing, New York Canal, SE¼SW¼, Sec. 23,
T2N, R1W, B.M., Arrowrock Division, Boise Project, Idaho

Dear Mayor Nelson:

Enclosed in triplicate for the City's review and notarized signature is a proposed Consent for the subject existing bridge widening and waterline crossing of the New York Canal. If acceptable, please sign all copies and return them to this office. One original will be returned to you upon execution by the United States.

Please contact Ms. Lupe Rodriguez, Realty Specialist, at (208) 383-2221 if we can be of further assistance.

Sincerely,

Jeffrey J. Reavis

Natural Resources Manager

Enclosure (In Triplicate)

RETURN TO:
Bureau of Reclamation
Attn: MSF 6125
230 Collins Road
Boise, ID 83702

Contract No. 4-07-11-L3478

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Arrowrock Division, Boise Project, Idaho**

CONSENT TO USE

THIS CONSENT TO USE, hereinafter referred to as Consent, made this _____ day of _____, 2014, pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of 1939 (53 Stat. 1196), between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, represented by the official executing this Consent, and **CITY OF KUNA**, hereinafter referred to as **Consentee**.

WITNESSETH, THAT:

WHEREAS, in connection with the Arrowrock Division, Boise Project, Idaho, the United States, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, has, pursuant to Federal Reclamation Laws, constructed, operates, and maintains certain irrigation works hereinafter referred to as project facilities; and

WHEREAS, said project facility, referred to as the New York Canal, is operated and maintained by the Boise Project Board of Control, hereinafter referred to as the Board, under a repayment contract with the United States; and

WHEREAS, the Consentee desires the consent of the United States to construct, install, operate, maintain and widen an existing pedestrian bridge over and across said project waterway; and

WHEREAS, the Consentee desires the consent of the United States to construct, install, operate and maintain a 1 inch waterline attached to the pedestrian bridge over and across said project waterway; and

WHEREAS, the proposed use has been reviewed and determined to be compatible with project purposes.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. **CONSENT AND LEGAL**

The United States does hereby consent to the Consentee, or his agents, subject to the terms and conditions of this Consent, the right to cross, construct, install, operate, maintain and widen an existing pedestrian bridge an additional 2 feet, to 60 inches wide by 100 feet in length. A 1 inch waterline will be installed by attaching to the pedestrian bridge over and across the New York Canal. The bridge is south of the intersection of W. 4th Street and S. Great Oaks Ave., in Kuna, Idaho, located in a portion of the SE¼SW¼ of Section 23, Township 2 North, Range 1 West, Boise Meridian, in the manner and at the location shown on the attached Exhibits A and B, by this reference made a part hereof.

2. SUBJECT TO FEE OWNER APPROVAL

Unless the Consentee is the underlying fee owner, this Consent is subject to Consentee securing approval of the underlying fee owner to cross or use the identified portion of Reclamation's right of way. By executing this document the Consentee acknowledges this notice and assumes all liability, if any, in this regard.

3. FEES

The Consentee has provided an application to obtain this Consent in conformance with Title 43 of the Code of Federal Regulations, Part 429 and a payment of \$100.00 for the application fee and \$265.00 as a deposit toward administrative fees is hereby acknowledged. Any unused portion of the funds deposited by the Consentee will be refunded, and the Consentee agrees to pay any additional funds due to costs incurred above the deposited amount within 10 days of demand by Reclamation.

4. TERM

The term of this Consent is to be perpetual from the date of this document, subject to the terms and conditions herein.

5. SPECIAL STIPULATIONS

Consentee agrees as follows:

Consentee agrees that the construction, installation, operation and maintenance (O&M) shall be conducted as follows:

a. The Consentee shall notify the Board at least seven (7) days prior to beginning construction work.

b. Consentee's structures shall be constructed, operated and maintained by the Consentee without cost to the United States or its assigns, and in such a manner as to cause no interference with the normal operation of project facilities. All construction, reconstruction and maintenance work performed by the Consentee upon the premises of the United States shall be undertaken only at times, according to plans, and in a manner satisfactory to the authorized official.

c. All backfill placed in the facility or its embankments shall be placed and compacted to the satisfaction of the authorized official. The facility and appurtenant structures shall be restored by the Consentee to a condition at least as good as before the work was accomplished.

d. All work must be performed during the non-irrigation season in which work commences (November 1 through March 15).

e. This document only authorizes the right to cross, construct, install, operate, maintain and widen an existing pedestrian bridge an additional 2 feet, to 60 inches wide by 100 feet in length. A 1 inch waterline will be installed by attaching to the pedestrian bridge over and across the New York Canal. The bridge is south of the intersection of W. 4th Street and S. Great Oaks Ave., in Kuna, Idaho. In accordance with Idaho Code section 42-1102, et seq, additional encroachments onto the right of way by public or private roads, utilities, fences, gates, pipelines, structures, or other construction or placement of objects, need specific written permission from the United States or its successor or assign. Encroachments of any kind placed in such right of way without express written permission shall be removed at the expense of the person or entity causing or permitting such encroachment upon the request of the owner of the right of way.

f. Any alteration in design of the facilities to be constructed, or any alteration, modification, or reconstruction of facilities, once the original work is accepted by Reclamation, its successors or assigns, must be approved in writing prior to commencing any work on facilities in the area subject to this Consent.

6. UNRESTRICTED ACCESS

The United States, its officers, agents, employees, licensees and permittees shall at all times have unrestricted access and ingress to, passage over, and egress from, all of said right of way for the purposes of exercising, enforcing, and protecting the rights of the United States.

7. HOLD HARMLESS

The Consentee hereby agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Consentee.

8. PROTECTION OF UNITED STATES INTERESTS

The Consentee shall construct, operate, and maintain its structures in a good workmanlike manner, as determined by Reclamation, to ensure that the authorized uses are compatible with the Reclamation purposes for which the land rights were acquired, and to protect the interests of the United States. The Consentee shall insure compliance with all laws, regulations, and orders of the United States, and any other public authority affecting such works.

9. TERMINATION

This Consent, a use authorization, will terminate and all rights of the Consentee hereunder will cease, and the Consentee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

a. At the end of the term of this Consent.

b. Reclamation may, at any time and at no cost or liability to the United States, if Consentee fails to comply with any of the terms and conditions hereof, or upon mutual agreement of all parties.

c. The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the Consentee's activities or facilities.

d. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

e. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent, for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 if Reclamation determines that any of the following apply:

- i. The use has become incompatible with authorized project purposes, project operations, safety, and security;
- ii. A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or
- iii. Termination is necessary for operational needs of the project.

f. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent if Reclamation determines that the Consentee has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

g. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent if the Consentee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

10. NOTICES

a. Notices served under this Consent shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

UNITED STATES

Jerrold D. Gregg, Area Manager
Bureau of Reclamation
230 Collins Road
Boise, ID 83702
(208) 383-2200

BOARD

Tim Page, Manager
Boise Project Board of Control
2465 Overland Road
Boise, ID 83705
(208) 344-1141

CONSENTEE

Greg Nelson, Mayor
City of Kuna
763 W. Avalon
Kuna, ID 83634
(208) 922-5546

b. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail or delivery service shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Consent, and no specific requirements are set forth. Where this Consent provides for a specific notice in a different manner, the more specific requirements shall prevail.

c. The parties hereby designate the Area Manager, Mayor, and Board Manager, as their respective authorized representatives for this Consent. These individuals shall have authority to take any action allowed or required under this Consent, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

11. INCREASED COSTS

If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said right of way should be made more expensive by reason of the existence of improvements or works of Consentee thereon, such additional expense is to be estimated by the Reclamation, whose estimate is to be final and binding upon the parties hereto. Consentee will make payment thereof to the United States or any of its successors or assigns within (30) days after demand is made upon Consentee for payment of any such sums. As an alternative to payment, Consentee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt its facilities constructed and operated by it on said right of way to accommodate the aforementioned structures and facilities of the United States. Consentee shall bear any costs incurred by the United States occasioned by the failure of Consentee to remove or adapt its facilities within the time limits specified.

12. REMOVAL OF STRUCTURES

Upon expiration, termination, or revocation of the Consent, the Consentee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Consentee shall pay all the expenses of the United States, or its assigns, related to removal of such improvements.

13. DISCOVERY OF CULTURAL RESOURCES

The Consentee shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest. The Consentee shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects,

and artifacts discovered as a result of activities under this authorization. The Consentee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the Consentee.

14. HAZARDOUS MATERIALS

a. The Consentee may not allow contamination or pollution of Federal lands, waters, or facilities, and for which the Consentee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The Consentee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of, on or, in Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, the Consentee shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means: within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for termination of this Consent. Such violations require immediate corrective action by the Consentee and shall make the Consentee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The Consentee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Consent.

g. Reclamation agrees to provide information necessary for the Consentee using reasonable diligence, to comply with the provisions of this Article.

15. CIVIL RIGHTS CLAUSES

The Consentee hereby agrees as follows:

a. Nondiscrimination on the Basis of Race, Color, or National Origin

(i) To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17.

(ii) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

b. Nondiscrimination on the Basis of Disability

(i) To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

(ii) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

c. Nondiscrimination on the Basis of Age

(i) To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.; and the general age discrimination regulations at 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17.

(ii) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

16. THIRD PARTY RIGHTS

This Consent is granted subject to all rights previously acquired by third parties.

17. SEVERABILITY

Each provision of this Consent shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Consent shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this Consent as a whole.

18. BINDING

The provisions of this Consent shall apply to, and bind, the successors and assigns of the parties hereto, but no assignment or transfer of this Consent or any part or interest therein shall be valid until approved by Reclamation.

19. OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have executed this Consent the day and year first above written.

CONSENTEE

UNITED STATES OF AMERICA

By _____

Title _____

By _____

Lorri Lee
Regional Director
Bureau of Reclamation
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

This Consent has been considered and is hereby approved by the **Boise Project Board of Control** this 16 day of September, 2014.

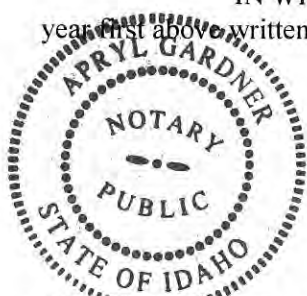
By Tim Page
Tim Page, Manager

ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Ada)

On this 16 day of September, 2014, personally appeared before me, the undersigned notary, Tim Page, known to me to be the official of the **Boise Project Board of Control** who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



APRYL GARDNER
Notary Public in and for the
State of Idaho
Residing at Meridian, ID
My commission expires 3-2-2015

ACKNOWLEDGEMENT

STATE OF)
)ss
 County of _____)

On this ____ day of _____, 2014, personally appeared before me _____, to me known to be the official described in and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

 Notary Public in and for the
 State of Idaho
 Residing at _____
 My commission expires _____

ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
 County of Ada)

On this ____ day of _____, 2014, personally appeared before me Lorri Lee, to me known to be the official of the **United States of America** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

 Notary Public in and for the
 State of Idaho
 Residing at _____
 My commission expires _____

INDIAN CREEK / NEW YORK CANAL GAUGING STATION CROSSING



KUNA SCHOOL
DIST PROP.

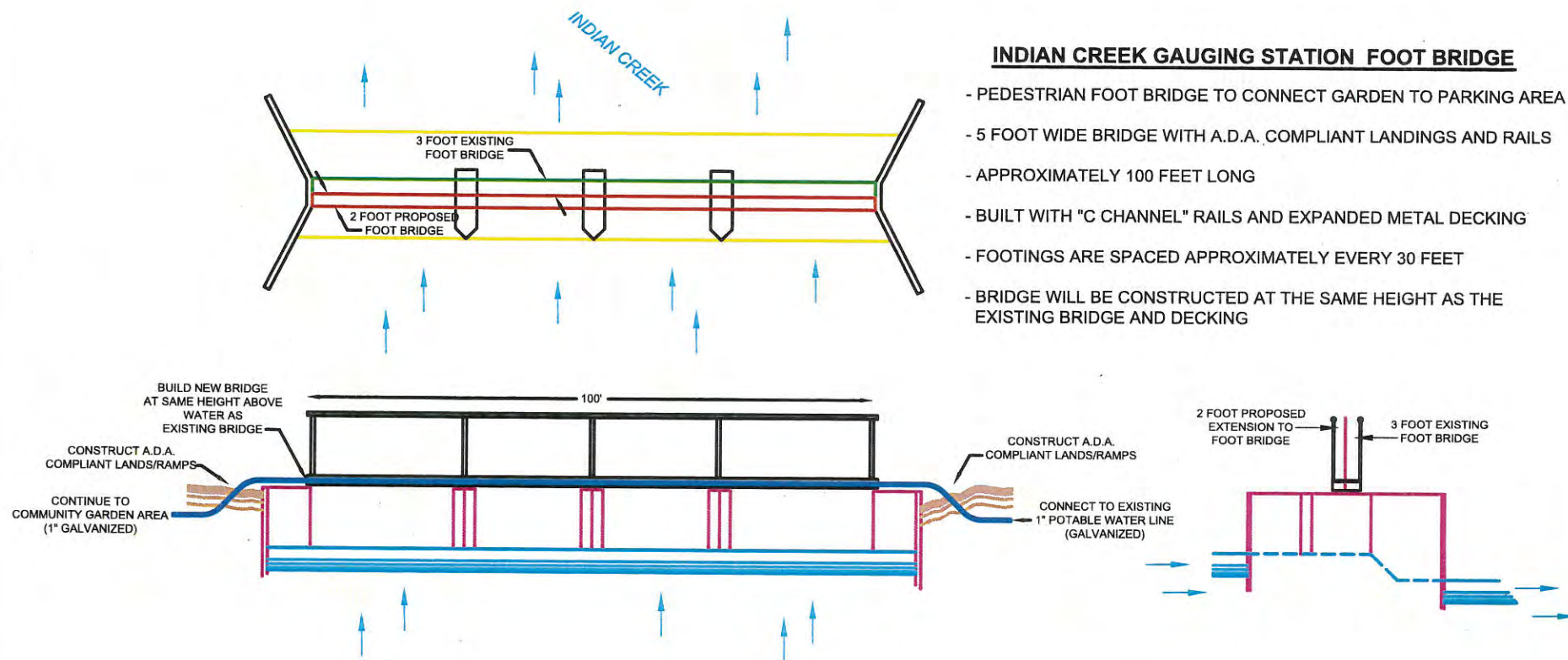
COMMUNITY GARDEN LOCATION

BRIDGE
LOCATION

INDIAN CREEK &
NEW YORK CANAL

INDIAN CREEK
ELEMENTARY

UNION PACIFIC RAILROAD



CITY OF KUNA	
GAUGING STATION BRIDGE	
1" = 20'	08/29/2014
MLB	

RESOLUTION NO. R54-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE FISCAL YEAR OCTOBER 1, 2014 TO SEPTEMBER 30, 2015

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Idaho Humane Society to provide animal control services in the City of Kuna for the fiscal year commencing October 1, 2014 and ending September 30, 2015 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**SERVICE AGREEMENT FOR ANIMAL CONTROL
SERVICES BETWEEN CITY OF KUNA AND
THE IDAHO HUMANE SOCIETY**

This agreement is made and entered into this ____ day of September 2014, by and between the City of Kuna, hereinafter referred to as "City," and the Idaho Humane Society, Inc., hereinafter referred to as "Humane Society."

WHEREAS, the City desires to provide animal control services in the community to protect the community's health and welfare and to assure that the animals are maintained consistent with the provisions of the City Code; and,

WHEREAS, the City recognizes the Humane Society as having the necessary qualifications and capabilities to provide a full range of animal control services to the community for many years.

WITNESSETH:

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. Period of Agreement. This agreement shall cover a one-year period beginning the 1st day of October 2014, and ending the 30th day of September 2015.
2. Animal Control Enforcement. The Humane Society shall be the City's Animal Control Contractor and shall be responsible for the enforcement of all animal regulatory ordinances of the City Code, except as otherwise agreed in writing by the parties to this agreement. In carrying out this responsibility, the Humane Society shall:
 - a. Provide timely animal control services within the City limits including investigating complaints, responding to calls for service, patrol (as time is available), issuing citations to suspected violators and following through in court when subpoenaed, apprehending and impounding stray animals and other animals as required in the City Code, picking up dead or injured animals within the road right-of-way in the City limits and other services as appropriate.
 - b. Holding, preparing records regarding, and providing disposition of impounded animals, consistent with City Code requirements and Humane Society goals.
 - c. Providing other services designed to support the goal of responsible animal ownership in Kuna including, but not limited to public information, acting as the City's expert consultant regarding legislation and other matters regarding animal control in the community.
 - d. The Humane Society shall be the agent of the City in enforcing Title 10, Chapter 3 of the City Code and pertinent provisions of the Idaho Code relating to animal cruelty and animal control. The Humane Society shall be responsible for selecting and training qualified officers and employees to carry out these services. The Humane

Society will coordinate their animal control services with City officials, especially regarding licensing and citations as appropriate.

- e. Provide the City with a monthly update related to calls for service, citations issued and animals impounded.
3. Compensation and Payment. The City agrees to pay the Humane Society for animal control services provided within City limits during the period of this contract. Compensation to the Idaho Humane Society for Animal Control Services for FY 14/15 (October 1, 2014 through September 30, 2015), shall be \$57,175, payable in twelve equal installments, beginning in October 2014.

The Humane Society agrees to collect licensing fees and other payments as required in the Municipal Code and to effect disposition of all fees so collected as required in the Kuna City Code back to the City. The Humane Society agrees to provide a monthly accounting of all fees received and dispersed to the City.

4. Compliance with Laws. The Humane Society shall undertake a continuing program of monitoring to ensure compliance with all applicable Federal, State, and City laws, regulations, ordinances, as well as directives of the designated City liaison to ensure safe and efficient operations and to safeguard funds made available to the Humane Society by the City.
5. Indemnification. The Humane Society shall indemnify and save and hold harmless City from and for any losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses caused or incurred by the Humane Society, its servants, agents, employees, guests, and business invitees, in the performance of this Agreement, and not caused by or arising out of the tortuous conduct of City or its employees. In addition, Humane Society shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability insurance in which City shall be a named insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, the Humane Society covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Humane Society shall provide City with a Certificate of Insurance or other proof of insurance evidencing the Humane Society's compliance with the requirements of this paragraph and file such proof of insurance with the City Clerk. The Humane Society shall provide proof of insurance for workers compensation in the statutory limits as requested by the State of Idaho. In the event the insurance minimums of the Idaho Tort Claims Act are changed, the Humane Society shall immediately submit proof of compliance with the changed limits.
6. Humane Society to be Independent Contractor. The parties hereto agree and understand that neither the Humane Society, nor any person performing the requirements of this contract on behalf of the Humane Society, are employees of City. It is further

understood that the relationship between the City and the Humane Society is that of principal-independent contractor, respectively, and nothing herein shall be construed to be inconsistent with the relationship.

7. Accounting and Documentation. The Humane Society will account for Animal Control Services separately from other functions or political subdivisions and will assure all documents (invoices, vouchers, payrolls, etc.) identify Animal Control costs. Humane Society will make all accounting information and supporting documents available to the City representative upon request.
8. Changes in Conditions. The Humane Society will inform the City in a timely manner of any changes in conditions that may significantly affect City Animal Control Services provided by Humane Society or associated costs.
9. Use and Maintenance of Animal Control Vehicles. The Humane Society will provide the animal control vehicles and collision insurance thereon, for use by the Humane Society in performing official duties under this Agreement.
10. Technical Assistance. The City will provide the Humane Society, upon request, with technical assistance if available to help in assuring the administrative system is adequate and responsive and that services are appropriate and consistent with City funded services in this contract.
11. Public Education. The Humane Society will foster sound, humane practices by owners in support of the purposes of this contract through good public relations techniques consistent with the provisions of this contract.
12. Annual Recommendations. The Humane Society will provide the City with recommendations for needed changes in City Animal Control Policy, including fees, licenses, and regulator ordinances.
13. Assignments. The Humane Society shall not assign, transfer or sublet any of its obligations or any monies due to or provided for under this Agreement without first obtaining written consent of the City.
14. Contract Amendment. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
15. Severability. Should any term, provision, or paragraph of the contract be held in a court of law to be invalid, it is recognized by the parties herein that said terms, provisions or paragraph so held invalid may be stricken and the remainder continues in effect.
16. Default. If City is compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action or proceeding by reason of any default of Humane Society here under, the sum or sums so paid by City with all interest, costs and damages shall be deemed to be additional sums hereunder and shall be due from Humane Society to City on the first day of the month following the incurring of such respective expenses. This provision shall be deemed to be a separate contract between the City and

the Humane Society and shall survive any default, termination, or forfeiture of this contract.

17. Representatives of the Humane Society and the City. The Chief Executive Officer and Chief Financial Officer of the Humane Society are the representatives of the Humane Society for all provisions related to this contract. All contracts related to the provision of this contract shall be made through or coordinated with the Chief Executive Officer or Chief Financial Officer. The Mayor shall designate the City's staff representative for administering the provisions of this Agreement. Other authorized individuals may represent the City upon submittal of written designation by the Mayor to the Humane Society.

DATED this ____ day of September, 2014

APPROVED:

CITY OF KUNA
ADA COUNTY, IDAHO

IDAHO HUMANE SOCIETY, INC.
ADA COUNTY, IDAHO

W. GREG NELSON
MAYOR

JEFF ROSENTHAL, DVM
CHIEF EXECUTIVE OFFICER

ATTEST:

CITY CLERK/TREASURER

(seal)

STATE OF IDAHO)
 : ss.
 COUNTY OF ADA)

On this _____ day of September, 2014, before the undersigned notary public in and for the said state, personally appeared, W. Greg Nelson, Mayor, City of Kuna, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he or she executed the same.

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

 Notary Public for Idaho

Residing at:_____

My Commission Expires:_____

STATE OF IDAHO)
 : ss.
 COUNTY OF ADA)

On this _____ day of September, 2014, before the undersigned notary public in and for the said state, personally appeared, Jeff Rosenthal, Chief Executive Officer of the Idaho Humane Society, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he or she executed the same.

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

 Notary Public for Idaho

Residing at:_____

My Commission Expires:_____



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: Kuna Public Works Projects
Ten Mile/Ardell PI Project - 2015
Project Design - Consultant

DATE: September 29, 2014

REQUEST: Approve Resolution for Keller Agreement

The City of Kuna has created a registry of qualified consultants to perform design on modest sized water, sewer and pressurized irrigation projects. Of the three qualified firms from the registry, Keller Engineers was determined to be the best qualified for the above referenced project because they have greater familiarity with the soils and utility situation in vicinity of this particular project. The work includes preparing and submitting plans, specifications and contract documents in preparation for bidding and construction.

Keller has provided a Professional Services Agreement and an estimate of costs in the amount of \$48,900 for the Scope of Work. In selecting a consultant, the Idaho State Code does not allow selection on the basis of the cost of consultant services. Following selection I can disclose, however, the unit costs for design are as follows for the last three PI projects:

1. Boise/Linder Project (J-U-B) - \$12.58 per lineal foot.
2. School/Titan Project (Civil Survey) - \$10.81 per lineal foot.
3. Ten Mile/Ardell Project (Keller) - \$8.73 per lineal foot.

The City will continue to make consultant selection as required in state code, but will evaluate costs to make sure expenditures are appropriately controlled.

The City Engineer requests the attached Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of Keller Associates are secured for the work. A resolution is attached, which if approved, the Mayor, Clerk and City Engineer are authorized to execute the requisite documents.

The FY2014-15 budget reserves \$413,600 for this project.

Attachments:

RESOLUTION NO. R55-2014

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled “Agreement for Professional Services”, by and between said city and Keller Associates, Inc., which Agreement is for consulting services related to designing a pressure irrigation main and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost forty-eight thousand nine hundred dollars (\$48,900) and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of October, 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of October, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the _____ ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:
2015 Pressure Irrigation Pipelines ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows: See Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant shall complete Tasks 1-3 within 90 days of the notice to proceed/signed contract from the Owner.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant on a time and materials basis with an estimated fee of \$ **48,900** (**Forty Eight Thousand Nine Hundred** __ dollars) as described in Attachment **A**. Compensation will be according to the billing rates included as Attachment B. The total authorized budget amount shall not be exceeded without authorization from the Owner.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER:

Signature: _____

Name: _____

Title: _____

Address: _____

Date: _____

CONSULTANT:

Keller Associates, Inc.

Signature: _____

Name: Rod J. Linja

Title: President

Address: 131 S.W. 5th Avenue, Suite A

Meridian, ID 83642

Date: _____

STANDARD TERMS AND CONDITIONS:

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY**– Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.
9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services

furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant's right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant's services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Add EEO language if required by Owner.

Below is the information from the Idaho Department of Commerce and the National Main Street Program.

Idaho Department of Commerce recommends a membership as a resource and for grant pursuit.

- **Idaho Main Street program**

<http://commerce.idaho.gov/communities/main-street>

The word “downtown” often evokes images of window shopping, outdoor cafes, and business hustle and bustle. In reality, with the rise of suburban convenience, many of the nation’s—and Idaho’s—downtown areas could benefit from a bit more hustle and a lot more bustle.

Idaho residents are leading the charge to breathe new life into our downtowns and neighborhood business districts by following the principles of the Main Street program. Main Street is a national movement that guides communities as they work to revitalize their downtowns, sparking their local economies while they restore culturally and historically significant resources in these areas.

Main Street programs can be implemented in towns and cities of any size. Commercial districts taking part in the Main Street program across the nation have generated more than \$53 billion in new investment, with a net gain of more than 448,000 new jobs and 104,961 new businesses. More than 200,000 buildings have been restored and renovated.

Idaho has adopted a statewide Main Street program, which means that we serve as the bridge between your community and the national program. We can help pool resources statewide and provide Main Street designation and accreditation.

Idaho Commerce also provides assistance to rural communities that don’t have the resources to implement a program on their own, and we track program successes so that we can celebrate our communities’ achievements.

- **National Main Street Center, Inc.**

<http://www.preservationnation.org/main-street/>

The National Main Street Center is a national organization committed to historic preservation-based community revitalization. Through education, outreach, hands-on training, online resources, facilitating connections and conferences, we inspire and enable leaders across the country to build strong communities. For the past 34 years, the National Main Street Center has equipped more than 2,000 communities with an organizing framework to preserve and revitalize their traditional downtowns and commercial districts.

By using the [Main Street Four Point Approach®](#), the affiliated Main Street organizations that make up the Main Street Network have rehabbed more than 246,000 buildings, produced \$59.6 billion in investment, and created 502,728 jobs. Building on this successful foundation, the National Main Street Center is committed to expanding the impact of the Main Street program by providing a new generation of research and resources to existing Main Street programs and extending our reach to other commercial districts that are not yet part of the Main Street Network.

We invite you to explore and utilize the reorganized mainstreet.org as a tool to support your work revitalizing our historic downtowns, cities, and neighborhood business districts.



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: City Construction and Planning Projects
June 2014

DATE: September 29, 2014

REQUEST: **FYI**

The city has a number of capital and planning projects budgeted for 2015 and is concluding some projects from 2014. Some projects may ultimately affect traffic mobility or temporarily inconvenience neighborhoods and Mayor and Council may receive comments and questions concerning them. Other projects are simply included for informational purposes. This memo is intended to give a short review of each project.

1. **Test Well (# 3 / 11)** – This project is for the purpose of saving Well 3 or developing a higher quality potable well to replace Well 3 (Butler) and the conversion of Well 3 to irrigation purposes. The test well is complete and we have sample results. The pump column from Well 3 has been pulled, the casing examined, and two holes found which appear to be repairable. The well screens have been cleaned, surged, swabbed and packer pumped. We have completed test pumping and are awaiting the final report and recommendations.
2. **Butler PI Project** – This project is intended to extend PI mains to as many customers as desire PI service in Butler Subdivision. Extension of service to the third cluster is in progress.
3. **Greenbelt East** – This project extends the greenbelt along Indian Creek from Swan Falls Road east toward Orchard. The site has been grubbed and cleared started and the pathway pad installed. Funding for the pathway paving from COMPASS has been secured. ACHD has agreed to provide equipment and labor to pave the pathway. Funding for Orchard Street improvements is also being secured.
4. **Greenbelt Irrigation Main** – This project extends a PI Main from Swan Falls eastward to irrigate the new greenbelt and to serve additional customers. The design of the Greenbelt portion of the project has been completed and design of the Greenbelt-to-Avalon portion is in progress. Design of

the connection westward across Swan Falls into the main park has commenced. Rock has been a significant issue.

5. **Indian Creek Pump Station** – This project is to re-start an abandoned irrigation pump station to water Bernie Fisher Park, existing greenbelt and new additions to greenbelt areas. It includes PI main extension from the pump station to 4th Street. The City is preparing to obtain a design proposal for the work.
6. **Fine Screen Project** – This project is to install a secondary fine screen at the NWWTP to protect its membranes from fibers and other trash. The fine screen unit is in operation and the project is in closeout.
7. **Pond 7 Blower Replacement** – The purpose of this project is replace an inefficient unreliable roots-type positive displacement blower with an energy efficient turbo-type blower. The funding for this project will partially come from an Idaho Power Grant. The City is preparing to obtain a design proposal for the work.
8. **Main / 3rd Roundabout** – This project is intended to replace the delta-configuration of the intersection with a roundabout. ACHD is at 60% design of the project.
9. **Linder / Deer Flat Intersection** – This project is intended to construct intersection improvements. ACHD is in the “Concept Report” stage of the project.
10. **Reuse Permit Application** – The City is making application to DEQ to reuse highly treated wastewater in the City’s pressure irrigation system. A consultant has been selected and has started on the application.
11. **Ten Mile/Ardell PI Extension** – This project extends 12-inch PI main from Sego Prairie northward to Crimson Point and eastward along Ardell to Mineral Springs. The City is processing a design proposal for the project and also attempting to secure easements for construction.
12. **Parking at the NWWTP** – This project expands available parking for employees and customers at the north sewer plant. The City is coordinating the project with the adjacent property owner and preparing to obtain a design proposal for the work.
13. **Deerhorn Sewer Main Extension** – This project extends a sewer main from Arbor Ridge to Deerhorn Subdivision, and in the process, remove Deerhorn Lift Station from service. The City is preparing to obtain a design proposal for the work.
14. **Subdivisions in Construction** - Arbor Ridge Subdivision #2 (punch list), Silver Trail Subdivision #1 (punch list), The Villas at Crimson Point, Kuna Caves Storage
15. **Subdivision Plans in Review** - Silver Trail Subdivision #2
16. **Plans Approved** - Arbor Ridge #3, Kroman Subdivision, Crimson Point #7, Desert Hawk #2

ORDINANCE NO. 2014-xx

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 3, CHAPTER 3, CHANGING THE TITLE TO TEMPORARY MOBILE VENDOR PERMIT; MODIFYING TO AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is matter of public safety and in the best interest of the City of Kuna to amend Chapter 3, Title 3 Kuna City Code.

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

Ordinance Section 1: Title 3, Chapter 3 is hereby amended as follows:

CHAPTER 3
TEMPORARY MOBILE VENDOR PERMITS

SECTIONS:

3-3A-1: DEFINITIONS

3-3A-2: LICENSES REQUIRED

3-3A-3: EXCEPTIONS

3-3A-4: APPLICATION FOR LICENSE

3-3A-5: LICENSE FEE

3-3A-6: ISSUANCE AND EXHIBITION OF LICENSE

3-3A-7: MOBILE VENDOR GENERAL RESTRICTIONS

3-3A-8: MOBILE VENDING UNIT STANDARDS

3-3A-9 DISPOSAL OF GREY WATER

3-3A-10: SPECIAL EVENT VENDOR

3-3A-11: EXPIRATION OF LICENSE

3-3A-12: UNLAWFUL CONDUCT

3-3A-13: APPEAL FROM DENIAL OF LICENSE

3-3A-14: PENALTY

3-3A-15: SEVERANCE CLAUSE

~~**3-3A-1 MOBILE AND SPECIAL EVENT VENDORS**~~

~~The purpose of this Chapter is to protect the health, safety, and welfare of the City of Kuna and its residents.~~

3-3A-1: DEFINITIONS:

~~ADA COUNTY HIGHWAY DISTRICT (ACHD): The Ada County Highway District has jurisdiction over public streets and sidewalks in Ada County, Idaho.~~

MOBILE VENDING UNIT: A motorized or non-motorized, cart, trailer or vehicle that has at least two (2) functioning wheels and is operated by a Vendor.

~~SIDEWALK: That portion of the public right of way which is between the curb lines or the lateral lines of a roadway and the adjacent property line intended for the use of pedestrians in public places within the city of Kuna.~~

~~SPECIAL EVENT: A short term event, such as but not limited to arts and crafts shows, fund raising, organized sidewalk sales, amusement attractions, circuses, carnivals, rodeos, sporting events, street dances, races, or similar activities.~~ An event that has received a Special Event Permit from the City of Kuna as provided for in Kuna City Code Title 3, Chapter 8.

~~STREET VENDING: The vending, selling, displaying, or offering for sale any item of tangible personal property, food or other thing of value by a Vendor from a Mmobile Vending Unit within the city limits from an approved location where the Mobile Vending Unit is stationary and fixed for the purpose of Vending.~~ unit situated on the public rights-of-ways between the curb lines by a vendor to persons on the sidewalk.

~~TEMPORARY: Is defined as A term of 180 not less than thirty (30) days or more than ninety (90) days, as determined by the Vendor and the City Clerk.~~ less.

~~VENDOR: Is defined as Any~~ person, including an employee or agent of a group of individuals, partnership, or corporation, who sells food, beverages, goods, or merchandise from a Mmobile Vending Unit.

3-3A-2: LICENSES REQUIRED:

A. All Vendors operating within the city limits are required to obtain a Vendor's License from the City Clerk's Office prior to conducting any business or employing another to conduct business. It shall be unlawful for any vendor to conduct business or to employ another to conduct business within the corporate limits of the City without first obtaining a license from the City Clerk's Office in compliance with the provisions of this Chapter.

B. All vendors Vendors must meet all applicable city, state, including Central District Health Department Regulations and Requirements, and federal law and licensing requirements to be issued and continually maintain a City issued license.

C. Any Mobile Vending Unit that is moved from one (1) location to one (1) or more locations within a twenty-four (24) hour period where the Vendor continues to sell items, for example, an ice cream truck selling within subdivisions, shall be required to obtain a Solicitor's License from the City.

3-3A-3: EXCEPTIONS: The provisions of this Chapter shall not apply to:

A. Any sales under court order;

B. Any organization exempt from taxation as provided by 26 U.S.C. 501 and meeting all the requirements for the exemptions provided by U.S.C. 503;

3-3A-4: APPLICATION FOR LICENSE: Applicants for a license under this Chapter must file with the City Clerk an application furnished by the City Clerk, which states:

- A. Name of the applicant, and name of the business if any;
- B. Address;
- C. A brief description of the nature of the business and the food or goods to be sold;
- D. The proposed time and length of operation and the location where the ~~mobile vending unit~~ Mobile Vending Unit will be operating, together with a vehicle license plate number or other means of identification;
- E. When the applicant proposes to sell any prepared food product for human consumption, a certification by the Central Health District shall be required for the duration of a license;
- F. No license issued hereunder shall be transferable.
- G. The City shall approve or deny the application within five (5) days of receipt of the completed application and application fee. Any denial may be appealed pursuant to the provisions of Chapter 3A Section 13 of this Title. If the City does not deny the application within the five (5) days of submission of a completed application with the fee paid, the application shall be deemed approved.
- H. Once a license is issued, the applicant has an affirmative duty to maintain all applicable licenses and certifications and to notify the City Clerk in writing of any material change in the information provided by the Applicant in the original application.
- I. A copy of the Central Health District certificate shall be provided prior to issuance of the license. Said certificate shall be maintained and displayed throughout the duration of a license when applicant proposes to sell any prepared food for human consumption.

3-3A-5: LICENSE FEE;

A. ~~The vendor~~ Vendor non-refundable license fee, ~~based upon the term, shall be,~~ in an amount established by the Kuna City Council and listed on the most current City Clerk License Fee Schedule, shall be paid in advance. -

3-3A-6: ISSUANCE AND EXHIBITION OF LICENSE:

A. ~~Approval.~~ Approval. The City Clerk shall notify the applicant when the license request is approved and shall issue a license.

B. ~~The license shall contain:~~

- 1. Name;
- 2. Address;
- 3. Type of License;
- 4. Type of goods to be sold thereunder;

5. Fee paid; and
6. Issuance date;
7. Expiration date.

C. The license issued shall be exhibited in a conspicuous place upon the ~~mobile vending unit~~ Mobile Vending Unit.

3-3A-7: MOBILE VENDOR GENERAL RESTRICTIONS:

A. No ~~V~~ vendor shall have any exclusive right to any location on public property; each location shall be subject to first in time, first in right. in a public street or sidewalk; nor shall he/she be permitted to operate in any congested area where said operations might impede or inconvenience the public.

B. Vendors shall be allowed to engage in their licensed business only between eight (8) a.m. and three (3) a.m. All ~~mobile vending unit~~ Mobile Vending Units must be removed from public property during non-vending hours.

C. Mobile Vending Units that are located on City public property may be required to move to another location as the City determines based upon the need to use the public property for another event.

~~DC.~~ A ~~mobile vending unit~~ Mobile Vending Unit shall not be located;-

1. Where clear pedestrian passage on the public sidewalk is less than five feet wide;

2. Within a midblock crosswalk area;

3. Within a City owned parking lot;

~~43.~~ On the portion of a public sidewalk crossed by a public or private driveway or within ten feet of either side of the driveway;

~~54.~~ Within any street corner area.

~~65.~~ For purposes of this section:

a. "Midblock crosswalk area" means the sidewalk area which falls between the two lines fifteen feet beyond each side of a marked midblock crosswalk area (identified by the crosswalk lines delineated on the street pavement) and perpendicular to the curb.

b. "Street Corner Area" means the sidewalk area at the intersection of two streets, circumscribed by curbs, the property lines abutting the sidewalk area, and the line including the point along the curb of the street either fifteen feet from the outside line of a corner crosswalk or where there is no marked crosswalk, twenty-five feet from the curb line on the mid-point of the intersecting streets.

~~65.~~ Within five (5) feet from a perpendicular line drawn to the curb from either side of a doorway;

76. In a manner in which the movement or visibility of vehicles using the street or other public right-of-way is obstructed.

D. ~~Mobile vending unit~~ Mobile Vending Units shall not be locked or chained to a parking meter, tree, street light or other street furniture.

E. Utility service connections are not permitted. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk. City street light facilities shall not be used in any way to supply electrical service to a ~~vendor~~ Vendor site.

F. Vendors shall keep the area of operation free of debris. Vendors selling food or beverages must provide trash receptacles and waste removal adjacent to or as a part of their operations. All spilled food, beverages, grease, or other trash or debris accumulating within twenty (20) feet of any ~~mobile vending unit~~ Mobile Vending Unit shall be cleaned and collected by the ~~vendor~~ Vendor and deposited in the ~~vendor~~ Vendor's trash receptacle. The ~~vendor~~ Vendor is prohibited from depositing its waste, ice, and any grey or waste water into sidewalk waste receptacles, privately owned dumpster, city planters, gutters or the street drainage system.

G. ~~Mobile vending unit~~ Mobile Vending Units shall be maintained in such a manner that prevents the spilling or splattering of grease, water, food, or trash on any public right-of-way where the cart, trailer, or vehicle is located. The operator shall be responsible for the cleaning and repair of any public right-of-way soiled, stained, or damaged by the placement and operation of their mobile vending operations.

H. Vendors shall be responsible for the cleaning and repair of their area that is soiled, stained, or damaged by the placement and operation of their mobile vending operations. Failure to pay for any cleaning or repair shall be grounds for revocation of their Vendor's license and cause not to issue a license in the future.

I. Vendors shall only sell items that may be lawfully sold. Vendors are prohibited from selling drug paraphernalia, as defined by Idaho Code, firearms, pornographic materials or livestock.

3-3A-8: MOBILE VENDING UNIT STANDARDS:

A. ~~Mobile vending unit~~ Mobile Vending Units must be designed and built meeting normal industry standards and used in a safe manner.

B. Generators shall be in good working order and have an approved muffler so as to not create excessively loud noise or smoke.

C. A BBQ grill shall be enclosed and permanently built into the structure of the ~~mobile vending unit~~ Mobile Vending Unit.

D. A five-pound "K" class hand-held fire extinguisher is required if a heating or cooking appliance is used.

E. Unsecured menu boards or sidewalk signs are prohibited.

Parking Restrictions. ~~Vendor~~Vendor units shall be parked in a legal manner. (Vending operations shall be conducted only in approved locations.)

3-3A-9 DISPOSAL OF GREY WATER:

A. All wastewater “grey water” shall be disposed of at the dump station at the city park and all applicable fees shall be paid. No grey water shall be disposed of in any unapproved location such as the curb, gutter or anywhere else on public property.

3-3A-10: SPECIAL EVENT VENDOR:

A. Vendors operating during a Special Event where the organizers of the Special Event have received a Special Event Permit from the City. ~~Vendors~~ are subject to the following additional restrictions ~~pursuant to an approved Kuna Event Plan~~:

B. All Vendors conducting business within seven hundred fifty (750) feet from the perimeter of a Special Event shall either: 1) obtain a Special Event Vendor’s Permit from the organizer of the Special Event; or 2) pay the City a fee of a factor of one and one-half (1.5) the Special Event Vendor’s Permit fee.

C. Special Event Vendors ~~may shall~~ operate during the Special Event hours as approved by the City in the Special Event- Event Plan.

D. Special Event Vendors may keep their Mobile Vending Units in the approved location for the duration of the approved Special Event.

~~D. B. Special Event Vendors shall be responsible for the cleaning and repair of any public right of way soiled, stained, or damaged by the placement and operation of their mobile vending operations. Failure to pay for any cleaning or repair shall be grounds for revocation of the vendor’s license.~~

3-3A-11: EXPIRATION OF LICENSE:

A. All licenses issued under the provisions of this Chapter shall expire on the date specified in the license. ~~No license shall be issued for a period longer than sixty (60) days.~~

3-3A-12: UNLAWFUL CONDUCT:

A. No ~~vendor~~Vendor hereunder shall:

~~1.A.~~ Fail to comply with any of the requirements and restrictions set forth in this Chapter.

~~2.B.~~ Misrepresent the purpose of, or affiliation of those engaged in the vending or make any false statement on the application.

3-3A-13: APPEAL FROM DENIAL OF LICENSE:

A. Any person aggrieved by any action of the City Clerk or City Council taken pursuant to this chapter, shall have the right to appeal the action or decision to the City

Council within fourteen (14) days after the notice of the action has been mailed to the person(s), corporation(s) or organization(s) addressed as shown on the application.

B. An appeal may be taken by filing a written statement setting forth the grounds for the appeal with the City Clerk.

C. A hearing shall be set no later than twenty (20) days from the date of receipt of the appellant's written statement, with the notice and time of the hearing to be provided in the same manner as provided herein.

3-3A-14: ~~VIOLATIONS AND PENALTY:~~

~~Any person, business, firm, company or corporation who shall violate any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed three hundred dollars (\$300.00), or by imprisonment in the county jail for a period not to exceed thirty (30) days or both such fine and imprisonment. Each day or violation continued shall be separate offenses, punishable as hereinabove described.~~

: PENALTY:

Any person violating this Chapter shall be guilty of a misdemeanor punishable as provided in Chapter 4, Title 1 of the Kuna City Code.

Ordinance Section 2: Severability If any clause, sentence, paragraph, section, or any part of this chapter, shall be declared and adjudged to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect, invalidate, or nullify the remainder of this chapter.

Ordinance Section 3: Full Force and Effect This Ordinance shall be in full force and from and after its passage, approval and publication as required by law.

3-3A-14: SEVERANCE ~~CLAUSE-CLAUSE:~~

A. The provisions of this Chapter are declared to be severable. If any section be found to be invalid, such finding shall not affect the validity of the remaining sections sentences, clauses and phrases of this Chapter, but they shall remain in effect, it being. This ordinance shall become effective after its adoption and publication as required by law.

ADOPTED this _____ day of _____, 2014~~2~~.

CITY COUNCIL OF THE CITY OF
KUNA

Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Publish:

ORDINANCE NO. 2014-10

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 3, CHAPTER 3 AMENDING THE TITLE TO TEMPORARY MOBILE VENDOR'S PERMIT, SETTING FORTH CERTAIN DEFINITIONS, WHEN A PERMIT IS REQUIRED AND EXCEPTIONS TO THE PERMIT REQUIREMENT, SETTING FORTH THE APPLICATION AND FEE, SETTING FORTH THE ISSUANCE AND EXHIBITION OF THE LICENSE, PROVIDING FOR CERTAIN RESTRICTIONS AND STANDARDS, REQUIRING THAT GREY WATER BE DISPOSED OF PROPERLY, REQUIRING TEMPORARY MOBILE VENDORS TO OBTAIN A SPECIAL EVENT PERMIT DURING AN APPROVED SPECIAL EVENT, PROVIDING FOR AN EXPIRATION DATE, SETTING FORTH UNLAWFUL CONDUCT, PROVIDING FOR AN APPEAL PROCESS, PROVIDING FOR A PENALTY AND SEVERANCE CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is matter of public safety and in the best interest of the City of Kuna to amend Chapter 3, Title 3 Kuna City Code.

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

Ordinance Section 1: Title 3, Chapter 3 is hereby amended as follows:

**CHAPTER 3
TEMPORARY MOBILE VENDOR'S PERMIT**

SECTIONS:

- 3-3A-1: DEFINITIONS
- 3-3A-2: LICENSES REQUIRED
- 3-3A-3: EXCEPTIONS
- 3-3A-4: APPLICATION FOR LICENSE
- 3-3A-5: LICENSE FEE
- 3-3A-6: ISSUANCE AND EXHIBITION OF LICENSE
- 3-3A-7: MOBILE VENDOR GENERAL RESTRICTIONS
- 3-3A-8: MOBILE VENDING UNIT STANDARDS
- 3-3A-9: PARKING RESTRICTIONS
- 3-3A-10: DISPOSAL OF GREY WATER
- 3-3A-11: SPECIAL EVENT VENDOR
- 3-3A-12: EXPIRATION OF LICENSE
- 3-3A-13: UNLAWFUL CONDUCT
- 3-3A-14: APPEAL FROM DENIAL OF LICENSE
- 3-3A-15: PENALTY

3-3A-16: SEVERANCE CLAUSE

3-3A-1: DEFINITIONS:

MOBILE VENDING UNIT: A motorized or non-motorized, cart, trailer or vehicle that has at least two (2) functioning wheels, or a table, platform or other temporary fixture that is used to display items for sale, and is operated by a Vendor.

SPECIAL EVENT: An event that has received a Special Event Permit from the City of Kuna as provided for in Kuna City Code Title 3, Chapter 8.

VENDING: The selling, displaying, or offering for sale any item of tangible personal property, food or other thing of value by a Vendor from a Mobile Vending Unit within the city limits from an approved location where the Mobile Vending Unit is stationary and fixed for the purpose of Vending.

TEMPORARY: A term of not less than thirty (30) days or more than ninety (90) days, as determined by the Vendor and the City Clerk.

VENDOR: Any person, including an employee or agent of a group of individuals, partnership, or corporation, who sells food, beverages, goods, or merchandise from a Mobile Vending Unit.

3-3A-2: LICENSES REQUIRED:

A. All Vendors operating within the city limits are required to obtain a Vendor's Permit from the City Clerk's Office prior to conducting any business or employing another to conduct business in compliance with the provisions of this Chapter.

B. All Vendors must meet all applicable city, state, including Central District Health Department Regulations and Requirements, and federal law and licensing requirements to be issued and continually maintain a City issued license.

C. Any Mobile Vending Unit that is moved from one (1) location to one (1) or more locations within a twenty-four (24) hour period where the Vendor continues to sell items, for example, an ice cream truck selling within subdivisions, shall be required to obtain a Solicitor's License from the City.

3-3A-3: LICENSE EXCEPTIONS:

A. The provisions of this Chapter shall not apply to:

1. Persons engaged in the delivery of pre-purchased goods.
2. Persons acting on behalf of organizations that are tax exempt under federal laws or regulations.
3. Persons acting on behalf of local, state or national civic organizations.
4. Persons acting pursuant to a court order.

5. Persons acting on behalf of organizations devoted to youth development, such as, but not limited to, Boy Scouts, Girl Scouts and schools.

6. Persons acting on behalf of political, religious or other organizations seeking donations from members.

7. Garage or yard sales, provided that there are no more than two (2) sales held annually from a given location.

8. Farmers' markets.

9. Lemonade stands or similar activities conducted by persons under the age of eighteen (18) years.

3-3A-4: APPLICATION FOR LICENSE:

A. Applicants for a license under this Chapter must file with the City Clerk an application furnished by the City Clerk, which states:

1. Name of the applicant, and name of the business if any.

2. Address.

3. A brief description of the nature of the business and the food or goods to be sold.

4. The proposed time and length of operation and the location where the Mobile Vending Unit will be operating, together with a vehicle license plate number or other means of identification.

5. When the applicant proposes to sell any prepared food product for human consumption, a certification by the Central Health District shall be required for the duration of a license.

6. No license issued hereunder shall be transferable.

7. The City shall approve or deny the application within five (5) days of receipt of the completed application and application fee. Any denial may be appealed pursuant to the provisions of Chapter 3A Section 13 of this Title. If the City does not deny the application within the five (5) days of submission of a completed application with the fee paid, the application shall be deemed approved.

8. Once a license is issued, the applicant has an affirmative duty to maintain all applicable licenses and certifications and to notify the City Clerk in writing of any material change in the information provided by the Applicant in the original application.

9. A copy of the Central Health District certificate shall be provided prior to issuance of the license. Said certificate shall be maintained and displayed

throughout the duration of a license when applicant proposes to sell any prepared food for human consumption.

3-3A-5: LICENSE FEE:

A. The Vendor non-refundable license fee, based upon the term of the permit, shall be in an amount established by the Kuna City Council and listed on the most current City Clerk License Fee Schedule, and it shall be paid in advance.

3-3A-6: ISSUANCE AND EXHIBITION OF LICENSE:

A. Approval. The City Clerk shall notify the applicant when the license request is approved and shall issue a license.

B. The license shall contain:

1. Name.
2. Address.
3. Type of License.
4. Type of goods to be sold thereunder.
5. Fee paid.
6. Issuance date.
7. Expiration date.

C. The license issued shall be exhibited in a conspicuous place upon the Mobile Vending Unit.

3-3A-7: MOBILE VENDOR GENERAL RESTRICTIONS:

A. No Vendor shall have any exclusive right to any location on public property; each location shall be subject to first in time, first in right.

B. Vendors shall be allowed to engage in their licensed business only between eight (8) a.m. and three (3) a.m. All Mobile Vending Units must be removed from public property during non-vending hours.

C. Mobile Vending Units that are located on City public property may be required to move to another location as the City determines based upon the need to use the public property for another event.

D. A Mobile Vending Unit shall not be located:

1. Where clear pedestrian passage on the public sidewalk is less than five feet wide; or
2. Within a midblock crosswalk area; or
3. Within a City owned parking lot; or
4. On the portion of a public sidewalk crossed by a public or private driveway or within ten feet of either side of the driveway; or
5. Within any street corner area.
6. For purposes of this section:

a. "Midblock crosswalk area" means the sidewalk area which falls between the two lines fifteen feet beyond each side of a marked midblock crosswalk area (identified by the crosswalk lines delineated on the street pavement) and perpendicular to the curb.

b. "Street Corner Area" means the sidewalk area at the intersection of two streets, circumscribed by curbs, the property lines abutting the sidewalk area, and the line including the point along the curb of the street either fifteen feet from the outside line of a corner crosswalk or where there is no marked crosswalk, twenty-five feet from the curb line on the mid-point of the intersecting streets.

6. Within five (5) feet from a perpendicular line drawn to the curb from either side of a doorway;

7. In a manner in which the movement or visibility of vehicles using the street or other public right of- way is obstructed.

D. Mobile Vending Units shall not be locked or chained to a parking meter, tree, street light or other street furniture.

E. Utility service connections are not permitted. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk. City street light facilities shall not be used in any way to supply electrical service to a Vendor site.

F. Vendors shall keep the area of operation free of debris. Vendors selling food or beverages must provide trash receptacles and waste removal adjacent to or as a part of their operations. All spilled food, beverages, grease, or other trash or debris accumulating within twenty (20) feet of any Mobile Vending Unit shall be cleaned and collected by the Vendor and deposited in the Vendor's trash receptacle. The Vendor is prohibited from depositing its waste, ice, and any grey or waste water into sidewalk waste receptacles, privately owned dumpster, city planters, gutters or the street drainage system.

G. Mobile Vending Units shall be maintained in such a manner that prevents the spilling or splattering of grease, water, food, or trash on any public right-of-way where the cart, trailer, or vehicle is located. The operator shall be responsible for the cleaning and repair of any public right-of-way soiled, stained, or damaged by the placement and operation of their mobile vending operations.

H. Vendors shall be responsible for the cleaning and repair of their area that is soiled, stained, or damaged by the placement and operation of their mobile vending operations. Failure to pay for any cleaning or repair shall be grounds for revocation of their Vendor's license and cause not to issue a license in the future.

I. Vendors shall only sell items that may be lawfully sold. Vendors are prohibited from selling drug paraphernalia, as defined by Idaho Code, firearms, pornographic materials or livestock.

3-3A-8: MOBILE VENDING UNIT STANDARDS:

A. Mobile Vending Units must be designed and built meeting normal industry standards and used in a safe manner.

B. Generators shall be in good working order and have an approved muffler so as to not create excessively loud noise or smoke.

C. A BBQ grill shall be enclosed and permanently built into the structure of the Mobile Vending Unit.

D. A five-pound "K" class hand-held fire extinguisher is required if a heating or cooking appliance is used.

E. Unsecured menu boards or sidewalk signs are prohibited.

3-3A-9: PARKING RESTRICTIONS.

A. Vendor units shall be parked in a legal manner. (Vending operations shall be conducted only in approved locations.)

3-3A-10: DISPOSAL OF GREY WATER:

A. All wastewater "grey water" shall be disposed of at the dump station at the city park and all applicable fees shall be paid. No grey water shall be disposed of in any unapproved location such as the curb, gutter or anywhere else on public property.

3-3A-11: SPECIAL EVENT VENDOR:

A. Vendors operating during a Special Event where the organizers of the Special Event have received a Special Event Permit from the City, are subject to the following additional restrictions:

1. All Vendors conducting business within seven hundred fifty (750) feet from the perimeter of a Special Event shall either: 1) obtain a Special Event Vendor's Permit from the organizer of the Special Event; or 2) pay the City a fee of a factor of one and one-half (1.5) the Special Event Vendor's Permit fee.

2. Special Event Vendors may operate during the Special Event hours as approved by the City in the Special Event- Event Plan.

3. Special Event Vendors may keep their Mobile Vending Units in the approved location for the duration of the approved Special Event.

3-3A-12: EXPIRATION OF LICENSE:

A. All licenses issued under the provisions of this Chapter shall expire on the date specified in the license.

3-3A-13: UNLAWFUL CONDUCT:

A. No Vendor hereunder shall:

1. Fail to comply with any of the requirements and restrictions set forth in this Chapter.

2. Misrepresent the purpose of, or affiliation of those engaged in the vending or make any false statement on the application.

3-3A-14: APPEAL FROM DENIAL OF LICENSE:

A. Any person aggrieved by any action of the City Clerk or City Council taken pursuant to this chapter, shall have the right to appeal the action or decision to the City Council within fourteen (14) days after the notice of the action has been mailed to the person(s), corporation(s) or organization(s) addressed as shown on the application.

B. An appeal may be taken by filing a written statement setting forth the grounds for the appeal with the City Clerk.

C. A hearing shall be set no later than twenty (20) days from the date of receipt of the appellant's written statement, with the notice and time of the hearing to be provided in the same manner as provided herein.

3-3A-15: PENALTY:

Any person violating this Chapter shall be guilty of a misdemeanor punishable as provided in Chapter 4, Title 1 of the Kuna City Code.

Ordinance Section 2: Severability If any clause, sentence, paragraph, section, or any part of this chapter, shall be declared and adjudged to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect, invalidate, or nullify the remainder of this chapter.

Ordinance Section 3: Full Force and Effect This Ordinance shall be in full force and from and after its passage, approval and publication as required by law.

ADOPTED this 7th day of September, 2014.

CITY COUNCIL OF THE CITY OF
KUNA

Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Publish:

(Space above reserved for recording)

ORDINANCE NO. 2014-13

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCELS S1322111055 AND S1322111060, CONTAINING THE KUNA CAVES STORAGE FACILITY, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 7TH day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
KUNA CAVES STORAGE

A parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the **POINT OF BEGINNING** which is the NE corner of Section 22;

Thence North 89°29'40" West coincident with the north line of the NE $\frac{1}{4}$ of said Section 22, a distance of 1386.59 feet to the centerline of the Beal Drain;

Thence meandering southeast along the centerline of the Beal Drain for the next 4 calls;

Thence South 55°24'40" East, 287.43 feet;

Thence South 46°22'02" East, 520.83 feet;

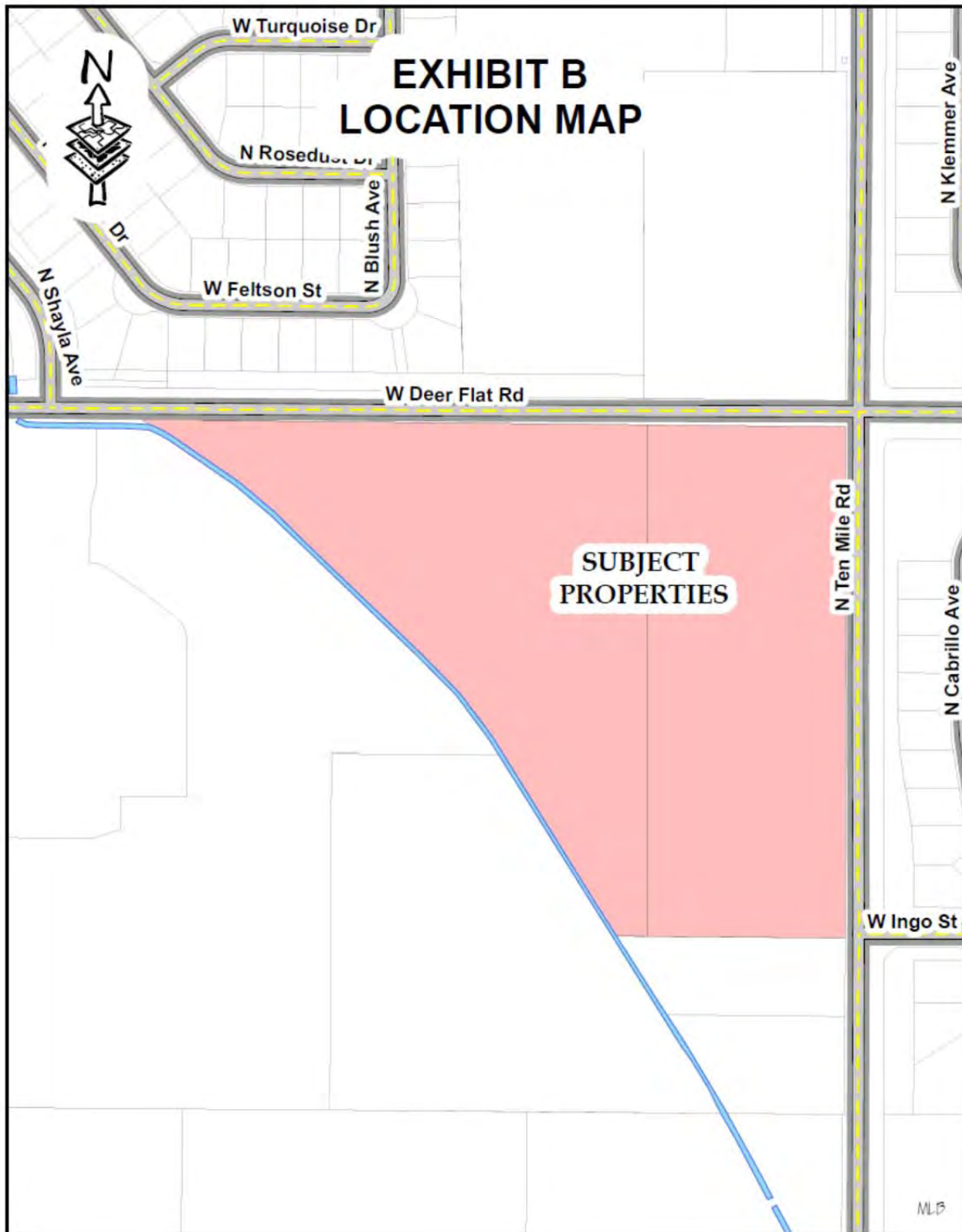
Thence South 41°22'02" East, 88.60 feet;

Thence South 31°40'09" East, 478.90 feet to the southern line of said parcel;

Thence South 89°31'17" East, 463.09 feet;

Thence North 00°00'23" West, 988.28 feet along the Eastern boundary of said Section to the **POINT OF BEGINNING**;

Said parcel contains 834,174 square feet or 19.15 acres more or less, however this parcel only contains 17.69 acres of water right per Boise Kuna Irrigation District (BKID).



9.30.2014
Kuna Caves and
Remaining Parcels
Surface Water Right
Kuna, Idaho

Dear Gordon Law,

Please accept this letter as a formal request to the City of Kuna to annex the surface water rights of my property (S1322111055 and S1322111060), legal description attached hereto as Exhibit "A", into the Kuna Municipal Pressure Irrigation system of the City (KMID) from the Boise Kuna irrigation District.

Dated: 9.30.2014

A handwritten signature in blue ink, appearing to read "Inaki Lete", is written over a horizontal line.

Lete Family Revocable Trust
Inaki Lete – Managing Member

(Space above reserved for recording)

ORDINANCE NO. 2014-14

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING CRIMSON POINT SUBDIVISION NO. 7, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 7TH day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
CRIMSON POINT SUBDIVISION NO. 7

A parcel of land located in the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the SE corner of Section 15;

Thence North $89^{\circ}44'23''$ West coincident with the south line of the SE $\frac{1}{4}$ of Section 15, a distance of 2,656.50 feet to a found 5/8" rebar;

Thence North $00^{\circ}06'11''$ East, 701.03 feet along the western boundary of Crimson Point Subdivision No. 3 to a common point with Crimson Point Subdivision No. 1 and along said Subdivisions southern boundary for the next 5 calls;

Thence North $89^{\circ}44'23''$ West, 136.70 feet;

Thence North $85^{\circ}18'32''$ West, 50.97 feet;

Thence South $90^{\circ}00'00''$ West, 494.71 feet;

Thence North $61^{\circ}05'02''$ West, 57.54 feet;

Thence South $87^{\circ}29'43''$ West, 108.49 feet to the **POINT OF BEGINNING**;

Thence from said **POINT OF BEGINNING** South $87^{\circ}29'44''$ West, 369.85 feet;

Thence South $73^{\circ}00'51''$ West, 227.28 feet;

Thence South $37^{\circ}47'22''$ West, 60.66 feet;

Thence South $71^{\circ}23'56''$ West, 132.36 feet to the eastern boundary of Lot 1 Block 14 of Crimson Point Subdivision No. 1 and then along said eastern boundary for the next 7 calls;

Thence North $15^{\circ}31'43''$ West, 85.47 feet;

Thence North $15^{\circ}58'36''$ West, 91.55 feet;

Thence North $23^{\circ}25'42''$ West, 91.94 feet;

Thence North $21^{\circ}55'59''$ West, 100.63 feet;

Thence North $14^{\circ}58'12''$ West, 112.04 feet;

Thence North 05°08'35" West, 184.43 feet;

Thence North 86°13'37" East, 140.13 feet;

Thence North 75°01'51" East, 53.08 feet;

Thence North 04°38'42" East, 70.56 feet to the southern boundary of Crimson Point Subdivision No. 1 and along said boundary for the next 9 calls;

Thence North 86°59'57" East, 121.08 feet;

Thence South 04°38'42" West, 38.34 feet;

Thence North 86°59'42" East, 110.87 feet;

Thence North 82°49'34" East, 78.79 feet;

Thence North 78°33'21" East, 186.12 feet;

Thence North 84°17'48" East, 52.08 feet;

Thence South 81°20'28" East, 79.99 feet;

Thence North 89°22'05" East, 51.22 feet;

Thence South 72°22'44" East, 110.81 feet to the western boundary of an enclave of Crimson Point Subdivision No. 1 and along said boundary for the next 5 calls;

Thence South 11°41'43" West, 158.29 feet;

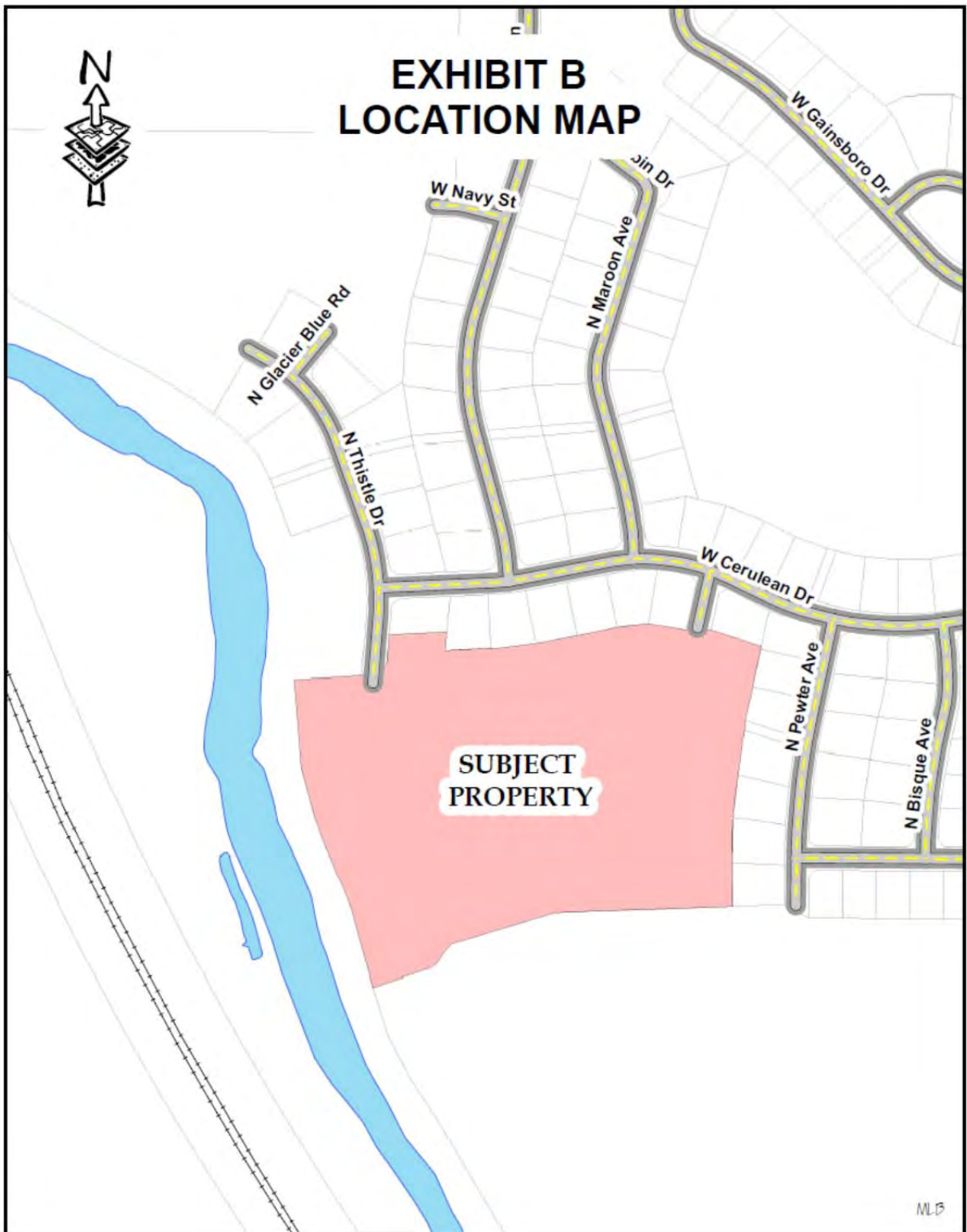
Thence South 05°03'14" West, 20.49 feet;

Thence South 07°56'53" West, 131.74 feet;

Thence South 04°55'11" West, 75.13 feet;

Thence South 00°44'14" East, 160.72 feet to the **POINT OF BEGINNING**;

Said parcel contains 528,024 square feet or 12.12 acres more or less.



(Space above reserved for recording)

ORDINANCE NO. 2014-15

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE GREYHAWK SUBDIVISION NO. 3, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 7TH day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
GREYHAWK SUBDIVISION NO. 3

A parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the NE corner of Section 13 which is marked with an Aluminum Cap;

Thence North $88^{\circ}54'57''$ West coincident with the south line of the SE $\frac{1}{4}$ of Section 12, a distance of 1,322.37 feet to a found 5/8" rebar/cap labeled "PLS 7729";

Thence along the eastern boundary of Greyhawk Subdivision No.1 South $00^{\circ}20'19''$ West, 1,193.34 feet to the **POINT OF BEGINNING**;

Thence continuing from said Point of Beginning South $00^{\circ}20'19''$ West, 282.86 feet

Thence North $89^{\circ}39'43''$ West, 92.01 feet;

Thence South $45^{\circ}20'17''$ East, 18.38 feet;

Thence South $88^{\circ}01'12''$ West, 50.04 feet;

Thence North $88^{\circ}52'06''$ West, 117.57 feet;

Thence along a curve to the right for 328.26 feet at a radius of 730.00 feet, having a delta of $25^{\circ}45'50''$, with a chord bearing of North $75^{\circ}59'11''$ West, 325.50 feet;

Thence North $63^{\circ}06'12''$ West, 171.87 feet to the eastern boundary of Greyhawk Subdivision No. 2 and along said boundary for the next 3 calls;

Thence North $26^{\circ}53'44''$ East, 145.00 feet;

Thence South $63^{\circ}06'16''$ East, 17.34 feet;

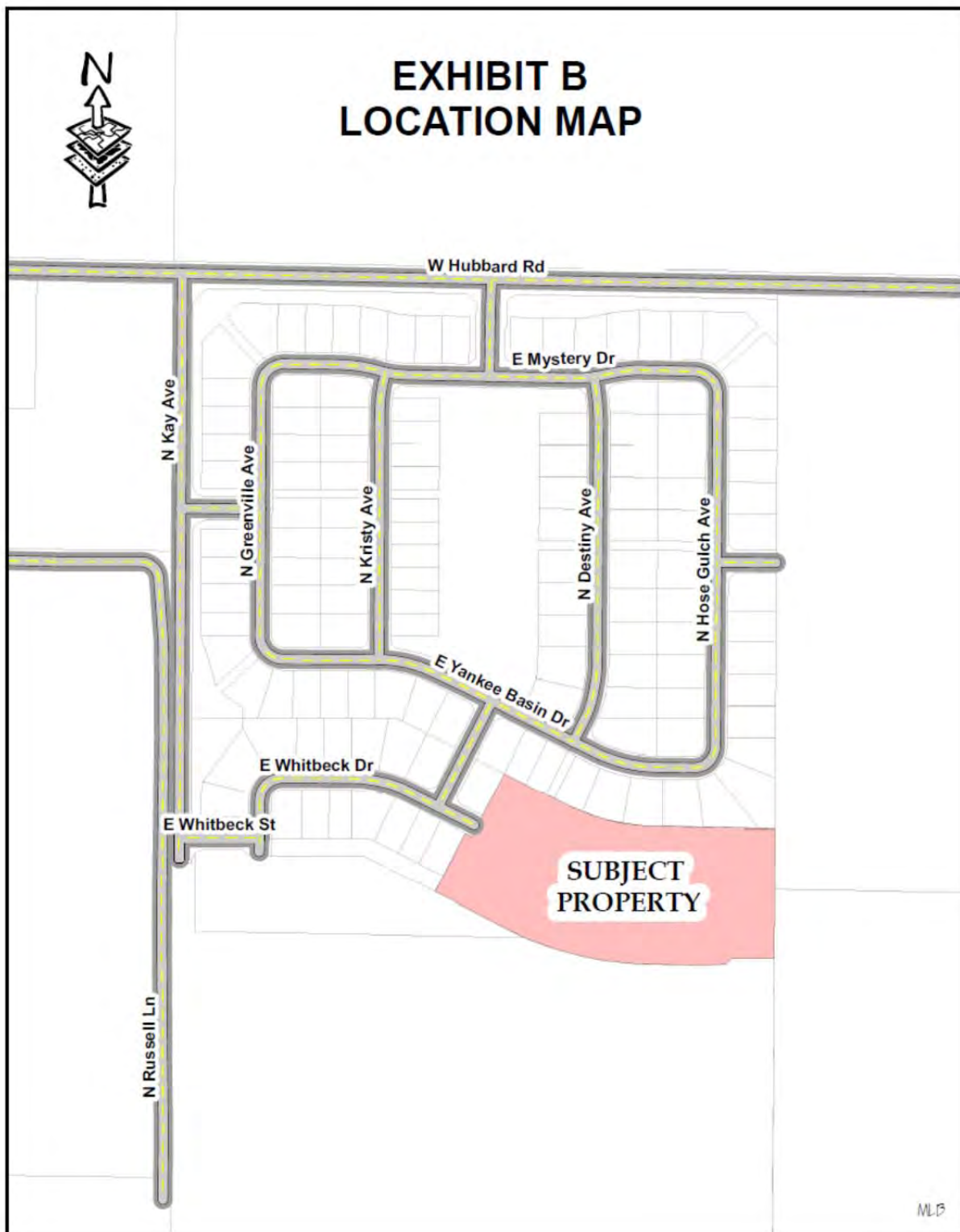
Thence North $26^{\circ}53'44''$ East, 155.00 feet to the southern boundary of Greyhawk Subdivision No. 1 and along said boundary for the next 3 calls;

Thence South $63^{\circ}06'16''$ East, 154.53 feet;

Thence along a curve to the left for 193.36 feet at a radius of 430.00 feet, having a delta of $25^{\circ}45'50''$, with a chord bearing of South $75^{\circ}59'11''$ East, 191.73 feet;

Thence South $88^{\circ}52'06''$ East, 268.44 feet to the **POINT OF BEGINNING**;

Said parcel contains 206,474 square feet or 4.74 acres more or less.



July 24, 2014

City of Kuna
Attn: Gordon Law, City Engineer
6950 N. Ten Mile Rd.
Meridian, ID 83642

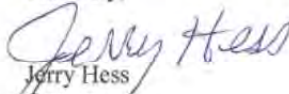
RE: Greyhawk No 3 Subdivision Annexation into KMID

Dear Gordon:

I am submitting a request to annex the property hereafter known as Greyhawk No 3 Subdivision into the Kuna Municipal Irrigation District (KMID). The property is generally located south of Greyhawk No.1 and east of Greyhawk No 2 Subdivision. The annexation is approximately 4.74 acres as shown on the attached Exhibit A.

My understanding this will pool the water rights of Ada County tax parcel S1313128100, 4.74 acres more or less for delivery purposes by the City of Kuna. A legal description of Parcel S131328100 is attached for your reference. Greyhawk Subdivision No 3 will irrigate Parcel S1313128100 using the City of Kuna PI system under this request.

Sincerely,


Jerry Hess
Owner

Project: Greyhawk Subdivision No 3
Contract: KENT BROWN
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642
Phone: 208-871-6842
Email: kentlkb@gmail.com

(Space above reserved for recording)

ORDINANCE NO. 2014-16

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL R1727740024, CONTAINING SILVER TRAIL SUBDIVISION NO. 1, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE-KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise-Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 7TH day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
SILVER TRAIL SUBDIVISION NO. 1

A parcel of land located in the West ½ of the SW ¼ of Section 11, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the SW corner of Section 11;

Thence North 00°36'21" East coincident with the west line of the SW ¼ of Section 11, a distance of 2,657.55 feet to the West ¼ corner monument;

Thence South 89°23'21" East, 634.61 feet along the centerline of Mason Creek Street to the **POINT OF BEGINNING**;

Thence continuing South 89°23'21" East, 683.33 feet;

Thence South 00°42'34" West, 714.56 feet;

Thence North 89°23'19" West, 241.92 feet;

Thence South 81°52'33" West, 74.77 feet;

Thence South 71°08'03" West, 76.69 feet;

Thence North 30°58'38" West, 100.24 feet;

Thence North 31°01'25" West, 50.19 feet;

Thence North 75°42'47" West, 28.36 feet;

Thence North 30°58'38" West, 69.64 feet;

Thence South 59°01'22" West, 165.15 feet;

Thence North 36°00'53" West, 151.45 feet;

Thence North 22°02'17" East, 100.98 feet;

Thence along a non-tangent curve to the left having a radius of 175.00 feet for a distance of 5.50 feet at a chord bearing of North 75°14'47" West, 5.50 feet and a delta of 1°48'01";

Thence North 13°51'13" East, 50.00 feet;

Thence North 07°37'59" East, 106.78 feet;

Thence North 00°36'39" East, 150.00 feet;

Thence South 89°23'21" East, 23.84 feet;

Thence North 00°36'39" East, 122.30 feet to the **POINT OF BEGINNING**;

Said parcel contains 482,773 square feet or 11.08 acres more or less.

