

OFFICIALS

Joe Stear, Mayor
Pat Jones, Council President
Briana Buban-Vonder Haar, Council Member
Richard Cardoza, Council Member
Greg McPherson, Council Member



CITY OF KUNA

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

City Council Meeting AGENDA Tuesday, May 3, 2016

6:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Chris Bent, Calvary Chapel
3. **Pledge of Allegiance:** Mayor Stear
4. **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 Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Regular City Council Minutes, April 19, 2016

B. Accounts Payable Dated April 28, 2016 in the Amount of \$361,700.61

C. Alcohol Licenses:

1. MRS Properties LLC dba 4E's BAR LLC – Liquor-by-the-Drink and On Premise Beer

D. Resolutions

1. Resolution No. R34-2016 JUB Transportation Alternatives Program, Services Contract for Grant Funding

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERING, INC. FOR THE DEVELOPMENT OF A TRANSPORTATION

ALTERNATIVES PROGRAM APPLICATION FOR PHASE TWO OF THE DOWNTOWN REVITALIZATION PLAN FOR THE CITY OF KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

2. Resolution No. R33-2016 Big D Farm Lease

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT 6950 N. TEN MILE ROAD, MERIDIAN, IDAHO.

3. Resolution No. R35-2016 Silver Butte Holsteins, Inc. Lease

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH SILVER BUTTE HOLSTEINS, INC. FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

4. Resolution No. R36-2016 Accepting the Amended Utility Easement and Development Agreement

A RESOLUTION OF THE CITY OF KUNA, IDAHO ACCEPTING THE AMENDED UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- ADA COUNTY RECORDING NO. 2016-034421 AND THE UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- ADA COUNTY RECORDING NO. 2015-118735.

5. Community Reports or Requests:

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

A. Consideration to approve Ordinance No. 2016-09 Kuna Municipal Utility Billing Code – Richard Roats, City Attorney

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO ADOPTING THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE THAT: SETS FORTH THE SHORT TITLE AND PURPOSE OF THE ORDINANCE; PROVIDES A DEFINITION OF THE CITY'S MUNICIPAL UTILITIES; PROVIDES FOR THE REQUIREMENTS FOR AN APPLICATION FOR UTILITY SERVICES, INCLUDING A THIRD PARTY BILLING AGENT, SECONDARY RECIPIENT FOR UTILITY BILLS, AND FOR A CONSENT TO LIEN PROVISION; PROVIDES FOR A PAYMENT STRUCTURE FOR THE CITY PRESSURIZED IRRIGATION ASSESSMENT; PROVIDES FOR A THE SENIOR DISCOUNT TO BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDES FOR A INDIGENCY DISCOUNT PROCEDURE AFTER HEARING

BEFORE CITY COUNCIL; SETS FORTH THE DUE DATE FOR ACCOUNTS ON THE FIFTEENTH (15TH) OF THE MONTH; SETS FORTH THAT ACCOUNTS ARE DELINQUENT IF PAYMENT IS NOT RECEIVED BY THE SIXTEENTH (16TH) OF THE MONTH; PROVIDES FOR A LATE FEE OF FIFTEEN DOLLARS (\$15.00) TO BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE TWENTY-SECOND (22ND) OF THE MONTH; PROVIDES THAT WATER WILL BE SHUTOFF ON THE TUESDAY FOLLOWING THE 15TH OF THE FOLLOWING MONTH THAT PAYMENT WAS DUE; PROVIDES FOR NOTICE OF WATER SHUT OFF TO BE POSTED; PROVIDES THAT WATER WILL BE TURNED ON WITHIN TWENTY-FOUR (24) HOURS AFTER PAYMENT AT THE UTILITY BILLING DEPARTMENT; PROVIDES FOR PAYMENT AND HARDSHIP ARRANGEMENTS; PRESERVES THE RIGHT TO SHUT OFF WATER FOR NON PAYMENT OF TRASH AND WATER ACCOUNTS; SETS FORTH COLLECTION PROCEDURES FOR AGED ACCOUNTS; SETS FORTH LANGUAGE ON UTILITY BILLINGS; PROVIDES FOR SECURITY DEPOSITS AND UNCLAIMED DEPOSITS; PROVIDES FOR CRIMINAL PENALTIES; REPEALS THE EXISTING KUNA CITY CHAPTER 7 IN ITS ENTIRETY; PROVIDES FOR A SEVERABILITY CLAUSE; AND PROVIDES AN EFFECTIVE DATE.

7. Business Items:

A. Consideration to approve 16-04-FP (Final Plat) – Troy Behunin, Senior Planner

Applicant seeks final plat approval for Memory Ranch Subdivision No. 1. If approved, this will create 48 single family lots, and nine (9) common lots.

B. Consideration to approve 16-02-LLA (Lot Line Adjustment) – Troy Behunin, Senior Planner

Applicant seeks Lot Line Adjustment approval for two adjacent lots (Lots 4 and 5) within the Ridley's Family Center Subdivision No. 1.

C. Discussion on Area of City Impact – Wendy Howell, P & Z Director

8. Ordinances:

A. *First Reading* Ordinance No. 2016-11 Amending Business License Code

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING THE CITY OF KUNA, IDAHO'S BUSINESS LICENSING CODE TO CLARIFY THAT IT APPLIES TO A COMMERCIAL BUSINESS OR HOME OCCUPATION OPERATING WITHIN THE CITY LIMITS; STRIKING THE EXCEPTIONS TO LICENSE REQUIREMENT; PROVIDING THAT THE CLERK OR DESIGNEE MAY ISSUE THE LICENSE; STRIKING THE FEE AMOUNT AND PROVIDING THAT THE FEE SHALL BE SET BY

RESOLUTION OF THE CITY COUNCIL; PROVIDING THAT LICENSE FEES SHALL BE PAID IN FULL; PROVIDING THE APPLICATION FOR LICENSE SHALL BE SUBMITTED TO THE CLERK AND PAID IN FULL; PROVIDING FOR SUSPENSION OF LICENSES; PROVIDING A LICENSE SHALL BE VALID FOR A DURATION OF TWELVE (12) MONTHS; PROVIDING THAT FAILURE TO PROCURE A LICENSE SHALL BE PUNISHABLE AS AN INFRACTION IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH VIOLATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- B.** Consideration to Approve and Waive Three (3) Readings of Ordinance No. 2016-10 Annexing the Silver Trail Subdivision into the Kuna Municipal Irrigation District

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL R1727740013, AND REFERRED TO AS SILVER TRAIL SUBDIVISION NO. 2, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; 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.

9. Mayor/Council Discussion Items:

10. Announcements:

11. Executive Session:

12. Adjournment:



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 Richard Cardoza, Council Member
 Greg McPherson, Council Member

CITY OF KUNA

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

City Council Meeting MINUTES Tuesday, April 19, 2016

6:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

COUNCIL MEMBERS PRESENT:

Mayor Joe Stear
 Council President Pat Jones
 Council Member Briana Buban-Vonder Haar
 Council Member Greg McPherson
 Council Member Richard Cardoza - Absent

CITY STAFF PRESENT:

Richard Roats, City Attorney
 Chris Engels, City Clerk
 Wendy Howell, P & Z Director
 Bobby Withrow, Parks Director
 Gordon Law, City Engineer
 John Marsh, City Treasurer
 Bob Bachman, Fleet/Facilities Director

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

Council Member Buban-Vonder Haar moved to amend the agenda to remove item 8A, the second reading of Ordinance No. 2016-09 Kuna Municipal Utility Billing Code and to place it on the agenda for the May 3, 2016 meeting. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Cardoza absent.

4. Consent Agenda: (Timestamp 00:01:26)

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these

items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Regular City Council Minutes, April 5, 2016

B. Accounts Payable Dated April 14, 2016 in the Amount of \$377,160.59

C. Alcohol Licenses:

1. Lima Limon Peruvian Restaurant – Liquor-by-the-Drink and On Premise Beer
2. Longhorn - Liquor-by-the-Drink and On Premise Beer
3. Fiesta Guadalajara. – Liquor-by-the-Drink and On Premise Beer
4. Kuna Super C Store – Off Premise Beer and Wine
5. Idaho Pizza Co S & D Kuna Inc - On Premise Beer and Wine
6. Big Smoke LLC #134 – Off Premise Beer and Wine
7. Ridley’s – Off Premise Beer and Wine
8. Albertsons – Off Premise Beer and Wine (Pending receipt of County and State Licenses)

D. Resolutions

1. Resolution No. R23-2016 Authorizing the Assignment of an Osprey Ridge Sewer Connection to Corey Barton and CBH Homes

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE TRANSFER OF THE KUNA NORTH SEWER TREATMENT CONNECTION CERTIFICATES FOR SIX HUNDRED TWENTY-ONE (621) EDUS FROM WASHINGTON FEDERAL, SUCCESSOR IN INTEREST TO WASHINGTON FEDERAL SAVINGS, TO STATEWIDE MORTGAGE SERVICES; AND AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY ENGINEER TO EXECUTE THE AGREEMENT.

Council Member Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Cardoza absent.

5. Community Reports or Requests:

(Timestamp 00:01:43)

A. Presentation on Library Bond – Anne Hankins with Kuna Library

Anne Hankins, Kuna Library provided Council with a background of the Library and previous bonds. She provided a story of 7,000 books being moved from the previous location on Boise St to the current location by human chain.

Ms. Hankins gave Council a review of the proposed bond's cost impact for Kuna homeowners. The average household would be \$1.24 per \$100,000 of taxed value. As more people move to Kuna the cost is spread out and the numbers lower. The bond will be for \$3.9 million and will last 10 years. It will be on the May 17th ballot. She also reviewed the programs, updating, and expansion that will occur if the bond is passed. It will require 66.67% of the votes in favor of the bond in order for it to pass. She stood for questions.

Mayor Stear said the Mayor's book club at the library is great to participate in. He said the library programs are phenomenal and said Ms. Hankins does a wonderful job. He thanked her for all her work.

B. Presentation for Community Clean Up April 30th - Chad Gordon with J & M Sanitation

Chad Gordon, J & M Sanitation, reviewed the plans for the community clean up and provided information on last year's successes and quantity of trash removed. There will be a drop site at the vacant lot behind City Park for non-hazardous materials with a separate location for hazardous materials. They will take refrigerators for a \$10 dollar charge, tires for a charge based on their size, and there will be a city wide pass through. The event has been coordinated with KYSBA and the Farmers Market for better traffic flow.

Council Member Buban-Vonder Haar asked City Clerk Chris Engels to have both the bond and the clean-up event on the city social media.

Mayor Stear thanked Mr. Gordon for his work.

Mr. Gordon explained another difference in this year's plan from last year's plan. Instead of passing through 2 – 3 times in subdivisions, there will only be 1 pass through. There will probably be spot checks through the week just to make sure everything has gotten picked up. He stood for questions.

No questions were asked.

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

7. Business Items:
(Timestamp 00:14:18)

A. Discussion on Possible Business License Renewals – Chris Engels, City Clerk

City Clerk Chris Engels put before the council the possibility of having a business license renewal program. She gave an outline of the program and explained how it would be more effective than the current non-expiring business licenses. It would also improve the city's relations with local business owners by giving the city the

ability to track demographics and any modifications and changes made by businesses.

Chamber of Commerce and the Economic Development Committee support the change. The current charge is \$2.50 which does not cover the cost of issuing the license. The price of a new license is about \$24 a year and the renewal price would be less at \$10 per year. If Council is amenable to going forward with this, Ms. Engels would like to do a public hearing and suggested doing the 3 readings on it to give people time to respond. She stood for any questions.

Council Member Buban-Vonder Haar asked about prorating business licenses.

Ms. Engels said that regardless of when a license is purchased, it still costs \$24 to get one issued.

Council Member Buban-Vonder Haar asked about rolling renewals.

Ms. Engels said it might be a little more cumbersome but would not be too difficult and could be done if that is the direction of the Council. She is not opposed to prorating business licenses but it would cut into administrative costs. She thinks an annual renewal based on the month they come in would be good. She would also like to set a date to get current businesses to comply. She is looking at January 31st, 2017. It gives plenty of time to educate and get businesses onboard with complying. She would like to do those at a renewal price of \$10, even though we would have to reissue the license and get it in the system.

Council Member Buban-Vonder Haar asked about incentives for renewing early and when Ms. Engels would like to start implementing the new renewal program.

Ms. Engels would like to give time for three readings of this proposal. She suggests starting this July 1, 2016 for new businesses and January 31, 2017 be the cutoff date for existing businesses to renew.

Council Member Buban-Vonder Harr supports Ms. Engels plan.

Council President Jones suggested that Ms. Engels ask on the application if the business is compliant with all state laws and add that all businesses must follow state codes.

Mayor Stear suggested having contact information for the Idaho State Tax Commission on the application.

There were no further questions so Mayor Stear asked that Ms. Engels redraft the proposal for the next council meeting.

B. Resolution No. R32-2016 Creating an Economic Development Committee and appointment of the members – Chris Engels

Chris Engels explained what the Economic Development Committee is currently doing and how it impacts the city. They would like a city committee created and the current members would like to be considered for appointment.

Council Member Buban-Vonder Haar asked about committee member terms.

Ms. Engels said that is up to the Council's discretion.

Council Member Buban-Vonder Haar asked if this needed to be a resolution.

Ms. Engels turned the question over to Richard Roats, City Attorney.

Mr. Roats said, because it is a subcommittee of City Council, a resolution is needed. He recommends a resolution to start and appoint the committee and then they can work on the bylaws and come back with amendments to the resolution.

Council President Jones asked when that would happen.

Mr. Roats said about 3 months.

Council Member Buban-Vonder Haar asked if the Chamber has shown interest in participating in this.

Ms. Engels said there are Chamber members on the committee. When there is a change in presidency and vice-presidency they will be reminded of the committee. They are welcome to be a part of it but the Chamber has not engaged a lot.

Council Member Buban-Vonder Haar asked if, by passing this resolution, the committee members are being limited to this for some undetermined amount of time, particularly if someone would have to rotate off the committee before someone from Chamber leadership would be allowed on.

Ms. Engels said she did not think so and that is not the intent. David Gronbeck has been the appointed person from the Chamber to attend on their behalf. It can be more general to give them more of an opportunity.

Council Member Buban-Vonder Haar said she just wanted to make sure that there was still the potential to add another member when the amendments are done.

Ms. Engels said there was and she talked with Fabiola Giddings, the Chamber President, about the committee and the changes being made. Ms. Giddings was supportive.

Mayor Stear said that they want a very diverse group. They do not want to exclude anyone but these are the people who have responded.

Ms. Engels said that meetings will be posted just like any other city committee and the public is welcome to attend. Any confidential business can be handled in executive meetings.

Council Member Buban-Vonder Haar asked about receiving minutes.

Mayor Stear said that is one of the reasons for making this a city committee. They want to report to council and council can see what is being done.

Council President Jones moved to approve Resolution No. R23-2016. Seconded by Council Member Buban-Vonder-Haar. Motion carried 3-0. Council Member Cardoza absent.

8. Ordinances:

- A. *Second Reading* Ordinance No. 2016-09 Kuna Municipal Utility Billing Code – Richard Roats, City Attorney

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO ADOPTING THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE THAT: SETS FORTH THE SHORT TITLE AND PURPOSE OF THE ORDINANCE; PROVIDES A DEFINITION OF THE CITY'S MUNICIPAL UTILITIES; PROVIDES FOR THE REQUIREMENTS FOR AN APPLICATION FOR UTILITY SERVICES, INCLUDING A THIRD PARTY BILLING AGENT, SECONDARY RECIPIENT FOR UTILITY BILLS, AND FOR A CONSENT TO LIEN PROVISION; PROVIDES FOR A PAYMENT STRUCTURE FOR THE CITY PRESSURIZED IRRIGATION ASSESSMENT; PROVIDES FOR A THE SENIOR DISCOUNT TO BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDES FOR A INDIGENCY DISCOUNT PROCEDURE AFTER HEARING BEFORE CITY COUNCIL; SETS FORTH THE DUE DATE FOR ACCOUNTS ON THE FIFTEENTH (15TH) OF THE MONTH; SETS FORTH THAT ACCOUNTS ARE DELINQUENT IF PAYMENT IS NOT RECEIVED BY THE SIXTEENTH (16TH) OF THE MONTH; PROVIDES FOR A LATE FEE OF FIFTEEN DOLLARS (\$15.00) TO BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE TWENTY-SECOND (22ND) OF THE MONTH; PROVIDES THAT WATER WILL BE SHUTOFF ON THE TUESDAY FOLLOWING THE 15TH OF THE FOLLOWING MONTH THAT PAYMENT WAS DUE; PROVIDES FOR NOTICE OF WATER SHUT OFF TO BE POSTED; PROVIDES THAT WATER WILL BE TURNED ON WITHIN TWENTY-FOUR (24) HOURS AFTER PAYMENT AT THE UTILITY BILLING DEPARTMENT; PROVIDES FOR PAYMENT AND HARDSHIP ARRANGEMENTS; PRESERVES THE RIGHT TO SHUT OFF WATER FOR NON PAYMENT OF TRASH AND WATER ACCOUNTS; SETS FORTH COLLECTION PROCEDURES FOR AGED

ACCOUNTS; SETS FORTH LANGUAGE ON UTILITY BILLINGS; PROVIDES FOR SECURITY DEPOSITS AND UNCLAIMED DEPOSITS; PROVIDES FOR CRIMINAL PENALTIES; REPEALS THE EXISTING KUNA CITY CHAPTER 7 IN ITS ENTIRETY; PROVIDES FOR A SEVERABILITY CLAUSE; AND PROVIDES AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

(Timestamp 00:32:02)

Mayor Stear gave an update on COMPASS grant funds. He explained the new policy written to allow Kuna to have TMA funds instead of urban areas only. COMPASS was 100% supportive. They really stepped up for Kuna and did a good job. He thanked them for that.

He discussed the meeting on the Gateway West Project. He said things are going well and are remaining the same.

10. Announcements:

11. Executive Session:

12. Adjournment: 6:33 pm

(Timestamp 00:34:03)

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Customer Service Specialist

Date Approved: CCM 05.03.2016

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.	4105501-000	4108	<u>PVC PIPE TO REROUTE AROUND CONCRETE BOXES IN ARBOR RIDGE. REPAIR BROKEN SPRINKLERS. APR 16</u>	04/21/2016	98.34	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1016	4/16		
Total 4105501-000:						98.34	.00					
Total 2M COMPANY, INC.:						98.34	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13720		<u>ACHD SHOP RENT. MAY 16. PARKS</u>	04/20/2016	148.50	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	1004	5/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13720		<u>ACHD SHOP RENT. MAY 16. WATER</u>	04/20/2016	126.00	.00	<u>20-6211 RENT-BUILDINGS & LAND</u>	0	5/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13720		<u>ACHD SHOP RENT. MAY 16. SEWER</u>	04/20/2016	121.40	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	5/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13720		<u>ACHD SHOP RENT. MAY 16. PI</u>	04/20/2016	54.10	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	5/16		
Total 13720:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	052616		<u>PROSECUTORIAL SERVICES MAY 16</u>	04/26/2015	4,309.25	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	5/16		
Total 052616:						4,309.25	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,309.25	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 4/15/2016-4/28/2016

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
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	00223208		MISC WORK TO CHANGE EMAIL ACCOUNTS FOR NEW DOMAIN, APR 16, ADMIN	04/14/2016	23.80	.00	01-6255 TELEPHONE	0	4/16		
1566	ADVANCED COMMUNICATIONS, INC.	00223208		MISC WORK TO CHANGE EMAIL ACCOUNTS FOR NEW DOMAIN, APR 16, P&Z	04/14/2016	8.50	.00	01-6255 TELEPHONE	1003	4/16		
1566	ADVANCED COMMUNICATIONS, INC.	00223208		MISC WORK TO CHANGE EMAIL ACCOUNTS FOR NEW DOMAIN, APR 16, WATER	04/14/2016	22.10	.00	20-6255 TELEPHONE EXPENSE	0	4/16		
1566	ADVANCED COMMUNICATIONS, INC.	00223208		MISC WORK TO CHANGE EMAIL ACCOUNTS FOR NEW DOMAIN, APR 16, SEWER	04/14/2016	22.10	.00	21-6255 TELEPHONE EXPENSE	0	4/16		
1566	ADVANCED COMMUNICATIONS, INC.	00223208		MISC WORK TO CHANGE EMAIL ACCOUNTS FOR NEW DOMAIN, APR 16, PI	04/14/2016	8.50	.00	25-6255 TELEPHONE EXPENSE	0	4/16		
Total 00223208:						85.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						85.00	.00					
ALLOWAY ELECTRIC CO												
1087	ALLOWAY ELECTRIC CO	39689	3994	REPAIR OF STREET LIGHT AT 1879 FIREBRICK POLE #1702 (STRUCK BY LIGHTNING) REPLACEMENT OF BALLAST, PHOTOCELL, LOT CONDUCTOR & LOT EXCAVATION (D. CROSSLEY)	04/13/2016	519.83	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	4/16		
Total 39689:						519.83	.00					
Total ALLOWAY ELECTRIC CO:						519.83	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	34355		SAMPLES FOR WELLS, VOC, IOC, SOC, WATER, FEB 16	02/29/2016	1,603.80	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 4/15/2016-4/28/2016

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 34355:						1,603.80	.00					
1	ANALYTICAL LABORATORIES	34356		<u>LAB TESTING SAMPLES, SEWER, FEB 16</u>	02/29/2016	859.50	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/16		
Total 34356:						859.50	.00					
1	ANALYTICAL LABORATORIES	35021		<u>MONTHLY WATER SAMPLES, WATER, MAR 16</u>	03/31/2016	216.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/16		
Total 35021:						216.00	.00					
1	ANALYTICAL LABORATORIES	35022		<u>LAB TESTING SAMPLES, SEWER, MAR 16</u>	03/31/2016	838.80	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/16		
Total 35022:						838.80	.00					
Total ANALYTICAL LABORATORIES:						3,518.10	.00					
ARTCO (US, INC.)												
1435	ARTCO (US, INC.)	16951928	4080	<u>BUSINESS CARDS CHANGING EMAIL ADDRESS FOR J COULTER, BLDG INSPECTOR, APR 16</u>	04/20/2016	40.00	.00	01-6165 OFFICE SUPPLIES	1005	4/16		
Total 16951928:						40.00	.00					
Total ARTCO (US, INC.):						40.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126020510	4118	<u>Camshaft sensor:Ford Taurus Wagon; CAR #70, B Billogly</u>	04/25/2016	23.37	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	4/16		

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 4126020510:						23.37	.00					
Total AUTOZONE, INC.:						23.37	.00					
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	67142		<u>2 EA POLYMER FOR WASTING, SEWER, MAR 16</u>	03/30/2016	1,575.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	3/16		
Total 67142:						1,575.00	.00					
512	BHS SPECIALTY CHEMICALS	68231	4017	<u>2 TOTES OF CHLORINE FOR WELLS, #6 AND #10 AND MISC WELLS, D CROSLEY, WATER, MAR 16</u>	04/12/2016	1,355.50	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	4/16		
Total 68231:						1,355.50	.00					
Total BHS SPECIALTY CHEMICALS:						2,930.50	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B 017448	4106	<u>REPLACED FRAYED LIFTING STRAPS, USED TO MOVE HEAVY EQUIPMENT, A.COOK, APR.'16 - SEWER</u>	04/20/2016	172.00	.00	<u>21-6175 SMALL TOOLS</u>	0	4/16		
Total B 017448:						172.00	.00					
Total BOISE RIGGING SUPPLY:						172.00	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	5074811	4079	<u>1 CS ROLL PAPER TOWELS, CITY HALL, APR 16</u>	04/19/2016	58.55	.00	<u>01-6025 JANITORIAL</u>	0	4/16		
Total 5074811:						58.55	.00					
Total BRADY INDUSTRIES OF IDAHO LLC:						58.55	.00					

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CAPITAL PAVING CO												
20	CAPITAL PAVING CO	4436		<u>WATER LINE BREAK, PATCH AT 349 E AVALON, WATER, APR 16</u>	04/12/2016	362.56	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	4/16		
Total 4436:						362.56	.00					
Total CAPITAL PAVING CO:						362.56	.00					
CONSOLIDATED SUPPLY CO												
18	CONSOLIDATED SUPPLY CO	S7479472.001		<u>6 EA IRRIGATION LIDS, PI, JAN 16</u>	01/15/2016	854.28	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	1/16		
Total S7479472.001:						854.28	.00					
18	CONSOLIDATED SUPPLY CO	S7479472.002		<u>CREDIT MEMO FOR RETURNED IRRIGATION LIDS, ORIGINAL INV. S7479472.001, JAN 16, PI, APR 16</u>	04/22/2016	-854.28	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/16		
Total S7479472.002:						-854.28	.00					
Total CONSOLIDATED SUPPLY CO:						.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	7414	4082	<u>DANSKIN LIFT STATION, UNHOOK WIRING TO ELECTRIC MOTOR, T FLEMING, SEWER, APR 16</u>	04/13/2016	130.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	4/16		
Total 7414:						130.00	.00					
147	CUSTOM ELECTRIC, INC.	7417	4083	<u>PROBLEMS AT TEN MILE, REPLACE RELAYS AND REINSTALL PARTS, T FLEMING, SEWER, APR 16</u>	04/13/2016	576.22	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	4/16		
Total 7417:						576.22	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
147	CUSTOM ELECTRIC, INC.	7418	4100	SET UP PROGRAMMING/GRAPHING FOR SCADA REPORTING. C.DEYOUNG.	04/13/2016	170.00	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	4/16		
Total 7418:						170.00	.00					
147	CUSTOM ELECTRIC, INC.	7427	4114	GFI MAIN BREAKER TEST FOR NEW WELL #11, BUTLER WELL, WATER. C DEYOUNG, APR 16	04/21/2016	750.00	.00	20-6020 CAPITAL IMPROVEMENTS	1038	4/16		
Total 7427:						750.00	.00					
Total CUSTOM ELECTRIC, INC.:						1,626.22	.00					
D & B SUPPLY												
75	D & B SUPPLY	001 236 001	3900	1 PAIR OF MARSH HIP WATER BOOTS FOR M. MEAD, SEWER, MAR.'16	03/08/2016	114.99	.00	21-6285 UNIFORMS EXPENSE	0	3/16		
Total 001 236 001:						114.99	.00					
Total D & B SUPPLY:						114.99	.00					
EC POWER SYSTEMS												
1797	EC POWER SYSTEMS	M22977		KOHLER GENERATOR FOR WELL #11, G LAW, WATER, MAR 16	03/30/2016	57,591.00	.00	20-6020 CAPITAL IMPROVEMENTS	1038	3/16		
Total M22977:						57,591.00	.00					
Total EC POWER SYSTEMS:						57,591.00	.00					
EMBROIDERY PLUS												
1567	EMBROIDERY PLUS	6329	4111	7 EA. SHIRTS W/EMBROIDERY AND LOGO DESIGN, YOUTH COUNCIL FUND, C.ENGELS, APR.'16	03/17/2016	238.22	.00	01-6155 MEETINGS/COMMITTEES	1034	3/16		

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 6329:						238.22	.00					
Total EMBROIDERY PLUS:						238.22	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0625176		<u>300 3/4 IN RUBBER WASHERS, R JONES, WATER, APR 16</u>	04/04/2016	74.40	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	4/16		
Total 0625176:						74.40	.00					
219	FERGUSON WATERWORKS #1701	0629242-1		<u>METERS, STOCK, C DEYOUNG, WATER, APR 16</u>	04/12/2016	9,417.54	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	4/16		
Total 0629242-1:						9,417.54	.00					
Total FERGUSON WATERWORKS #1701:						9,491.94	.00					
FOCUSED TECHNOLOGY LLC												
1794	FOCUSED TECHNOLOGY LLC	138827	4094	<u>OUTDOOR MOVIE THEATER SYSTEM, OUTDOOR THEATER SYSTEM, PA SYSTEM, SPEAKER STAND, HIGH 5 GRANT, A.WELKER, APR. 16</u>	04/18/2016	3,049.00	.00	<u>03-6360 EXPEND.- BLUE CROSS HIGH FIVE</u>	0	4/16		
Total 138827:						3,049.00	.00					
Total FOCUSED TECHNOLOGY LLC:						3,049.00	.00					
FOOTHILL LOCK AND KEY												
1778	FOOTHILL LOCK AND KEY	4670		<u>1 EA DEADBOLT, BOLT BRACKET AND THRMBLE? AND LABOR TO INSTALL AT WELL #10, WATER, APR 16</u>	04/13/2016	277.00	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	4/16		
Total 4670:						277.00	.00					
Total FOOTHILL LOCK AND KEY:						277.00	.00					

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				MAR 16	04/12/2016	23.64	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/16		
1619	HOCOCHAN HOLDINGS, INC.	AR448460		MONTHLY COPIER CARE, MX4110N, MXM503N, 03-01-16 TO 03-31-16, B&W, PI, MAR 16	04/12/2016	9.10	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/16		
1619	HOCOCHAN HOLDINGS, INC.	AR448460		MONTHLY COPIER CARE, MX4110N, MXM503N, 03-01-16 TO 03-31-16, COLOR, ADMIN, MAR 16	04/12/2016	44.67	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/16		
1619	HOCOCHAN HOLDINGS, INC.	AR448460		MONTHLY COPIER CARE, MX4110N, MXM503N, 03-01-16 TO 03-31-16, COLOR, P&Z, MAR 16	04/12/2016	15.97	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/16		
1619	HOCOCHAN HOLDINGS, INC.	AR448460		MONTHLY COPIER CARE, MX4110N, MXM503N, 03-01-16 TO 03-31-16, COLOR, WATER, MAR 16	04/12/2016	41.50	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/16		
1619	HOCOCHAN HOLDINGS, INC.	AR448460		MONTHLY COPIER CARE, MX4110N, MXM503N, 03-01-16 TO 03-31-16, COLOR, SEWER, MAR 16	04/12/2016	41.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/16		
1619	HOCOCHAN HOLDINGS, INC.	AR448460		MONTHLY COPIER CARE, MX4110N, MXM503N, 03-01-16 TO 03-31-16, COLOR, PI, MAR 16	04/12/2016	15.97	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/16		
Total AR448460:						250.52	.00					
Total HOCOCHAN HOLDINGS, INC.:						250.52	.00					
IDAHO DEPARTMENT OF LABOR												
179	IDAHO DEPARTMENT OF LABOR	042616		UNEMPLOYMENT REIMBURSEMENT FEES, 1ST QTR 2016, FOR SEASONAL EMPLOYEE ROBERT HERRON, PARKS, APR 16	04/26/2016	1,800.00	.00	01-6280 UNEMPLOYMENT EXPENSES	1004	5/16		
Total 042616:						1,800.00	.00					

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Total IDAHO DEPARTMENT OF LABOR:						1,800.00	.00					
IDAHO FIRST AID & SAFETY, INC.												
1576	IDAHO FIRST AID & SAFETY, INC.	54933	4112	REPLENISHING SUPPLIES, D.CROSSLEY, TREATMENT PLANT, APR.'16, PARKS	04/21/2016	33.06	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	4/16		
1576	IDAHO FIRST AID & SAFETY, INC.	54933	4112	REPLENISHING SUPPLIES, D.CROSSLEY, TREATMENT PLANT, APR.'16, WATER	04/21/2016	42.33	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	4/16		
1576	IDAHO FIRST AID & SAFETY, INC.	54933	4112	REPLENISHING SUPPLIES, D.CROSSLEY, TREATMENT PLANT, APR.'16, SEWER	04/21/2016	42.33	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/16		
1576	IDAHO FIRST AID & SAFETY, INC.	54933	4112	REPLENISHING SUPPLIES, D.CROSSLEY, TREATMENT PLANT, APR.'16, PI	04/21/2016	14.55	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	4/16		
Total 54933:						132.27	.00					
Total IDAHO FIRST AID & SAFETY, INC.:						132.27	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - ADMIN	04/27/2016	267.13	.00	01-6290 UTILITIES	0	4/16		
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - P & Z	04/27/2016	27.97	.00	01-6290 UTILITIES	1003	4/16		
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - SENIOR CENTER	04/27/2016	222.44	.00	01-6290 UTILITIES	1001	4/16		
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - STREET LIGHTS	04/27/2016	7,087.96	.00	01-6290 UTILITIES	1002	4/16		
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - PARKS	04/27/2016	668.95	.00	01-6290 UTILITIES	1004	4/16		
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - WATER	04/27/2016	7,891.84	.00	20-6290 UTILITIES EXPENSE	0	4/16		
38	IDAHO POWER CO	04272016I		ELECTRIC SERVICE FOR APRIL 2016 - SEWER	04/27/2016	18,061.82	.00	21-6290 UTILITIES EXPENSE	0	4/16		

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				FILE, MAINTENANCE ON SERVERS, LOGS, MONITORS, AND LABOR TO COMPLETE THIS, APR 16, P&Z	04/17/2016	17.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	4/16		
1595	INTEGRINET SOLUTIONS, INC.	91391		SWITCHED MX RECORD, RESTORED BUILDING PERMIT FILE, MAINTENANCE ON SERVERS, LOGS, MONITORS, AND LABOR TO COMPLETE THIS, APR 16, WATER	04/17/2016	45.76	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16		
1595	INTEGRINET SOLUTIONS, INC.	91391		SWITCHED MX RECORD, RESTORED BUILDING PERMIT FILE, MAINTENANCE ON SERVERS, LOGS, MONITORS, AND LABOR TO COMPLETE THIS, APR 16, SEWER	04/17/2016	45.76	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16		
1595	INTEGRINET SOLUTIONS, INC.	91391		SWITCHED MX RECORD, RESTORED BUILDING PERMIT FILE, MAINTENANCE ON SERVERS, LOGS, MONITORS, AND LABOR TO COMPLETE THIS, APR 16, PI	04/17/2016	17.60	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16		
1595	INTEGRINET SOLUTIONS, INC.	91391		INSTALLED ADOBE 11 STANDARD ON D CROSLEYS PC, APR 16, WATER	04/17/2016	48.05	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16		
1595	INTEGRINET SOLUTIONS, INC.	91391		INSTALLED ADOBE 11 STANDARD ON D CROSLEYS PC, APR 16, SEWER	04/17/2016	48.05	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16		
1595	INTEGRINET SOLUTIONS, INC.	91391		INSTALLED ADOBE 11 STANDARD ON D CROSLEYS PC, APR 16, PI	04/17/2016	18.30	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16		
Total 91391:						290.40	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,619.40	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	031216-04111		NATURAL GAS CONSUMPTION, 03-12-16 TO 04-11-16, CITY HALL, APR 16, ADMIN	04/12/2016	35.70	.00	01-6290 UTILITIES	0	4/16		

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37	INTERMOUNTAIN GAS CO	031216-04111		<u>NATURAL GAS CONSUMPTION, 03-12-16 TO 04-11-16, CITY HALL, APR 16, P&Z</u>	04/12/2016	12.76	.00	<u>01-6290 UTILITIES</u>	1003	4/16		
37	INTERMOUNTAIN GAS CO	031216-04111		<u>NATURAL GAS CONSUMPTION, 03-12-16 TO 04-11-16, CITY HALL, APR 16, WATER</u>	04/12/2016	33.17	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	4/16		
37	INTERMOUNTAIN GAS CO	031216-04111		<u>NATURAL GAS CONSUMPTION, 03-12-16 TO 04-11-16, CITY HALL, APR 16, SEWER</u>	04/12/2016	33.17	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	4/16		
37	INTERMOUNTAIN GAS CO	031216-04111		<u>NATURAL GAS CONSUMPTION, 03-12-16 TO 04-11-16, CITY HALL, APR 16, PI</u>	04/12/2016	12.76	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	4/16		
Total 031216-041116 CH:						127.56	.00					
37	INTERMOUNTAIN GAS CO	031216-04111		<u>NATUAL GAS CONSUMPTION, SENIOR CTR, 1-13-16 TO 02-09-16, SENIOR CENTER, MAR-APRIL, APR16</u>	04/12/2016	140.08	.00	<u>01-6290 UTILITIES</u>	1001	4/16		
Total 031216-041116 SRCTR:						140.08	.00					
Total INTERMOUNTAIN GAS CO:						267.64	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	04082016-041		<u>SANITATION RECEIPT TRANSFER 04/08/16-04/14/16</u>	04/15/2016	41,806.07	41,806.07	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	4/16	04/15/2016	
230	J & M SANITATION, INC.	04082016-041		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 04/08/16-04/14/16</u>	04/15/2016	-4,130.44	-4,130.44	<u>01-4170 FRANCHISE FEES</u>	0	4/16	04/15/2016	
Total 04082016-04142016:						37,675.63	37,675.63					
230	J & M SANITATION, INC.	04152016-042		<u>SANITATION RECEIPT TRANSFER 04-15-16 TO 04-21-16</u>	04/22/2016	44,848.44	44,848.44	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	4/16	04/22/2016	

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230	J & M SANITATION, INC.	04152016-042		<u>SANITATION RECEIPT</u> <u>TRANSFER LESS FRANCHISE</u> <u>FEE 04-15-16 TO 04-21-16</u>	04/22/2016	-4,431.02	-4,431.02	01-4170 <u>FRANCHISE FEES</u>	0	4/16	04/22/2016	
Total 04152016-04212016:						40,417.42	40,417.42					
Total J & M SANITATION, INC.:						78,093.05	78,093.05					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0100091		<u>HIGH FIVE GRANT.</u> <u>DOWNTOWN REVIT.</u> <u>PROFESSIONAL SERVICES</u> <u>FROM 01-31-16 TO 03-05-16. C</u> <u>ENGELS, MAR 16</u>	03/29/2016	750.00	.00	03-6360 <u>EXPEND.-</u> <u>BLUE CROSS HIGH</u> <u>FIVE</u>	1010	3/16		
Total 0100091:						750.00	.00					
Total J-U-B ENGINEERS, INC.:						750.00	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000001-3		<u>PROFESSIONAL SERVICES 03-</u> <u>01-16 TO 03-31-16. LAGOON #9</u> <u>SEEPAGE TEST, G LAW, MAR</u> <u>16</u>	04/14/2016	3,550.00	.00	21-6202 <u>PROFESSIONAL</u> <u>SERVICES</u>	0	3/16		
Total 0000001-3:						3,550.00	.00					
429	KELLER ASSOCIATES, INC.	0000006-3		<u>PROFESSIONAL SERVICES 03-</u> <u>01-16 TO 03-31-16. PI PIPELINE</u> <u>PROJECT, G LAW, MAR 16</u>	04/15/2016	3,067.50	.00	20-6020 <u>CAPITAL</u> <u>IMPROVEMENTS</u>	0	3/16		
Total 0000006-3:						3,067.50	.00					
429	KELLER ASSOCIATES, INC.	0000007-1		<u>PROFESSIONAL SERVICES 03-</u> <u>01-16 TO 03-31-16. WELL</u> <u>HOUSE 3 REMODEL, G LAW,</u> <u>APR 16</u>	04/14/2016	541.00	.00	20-6020 <u>CAPITAL</u> <u>IMPROVEMENTS</u>	1037	3/16		
Total 0000007-1:						541.00	.00					

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Total KELLER ASSOCIATES, INC.:						7,158.50	.00					
KUNA LUMBER												
499	KUNA LUMBER	A81587	4065	<u>CONCRETE FOR PARK BENCHES ON GREEN BELT. B.GILLOGLY, APR.'16 - PARKS</u>	04/12/2016	26.53	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/16		
Total A81587:						26.53	.00					
499	KUNA LUMBER	A81613	4067	<u>2 BAGS OF CONCRETE, WOODEN STAKES AND SCREWS, PUTTING IN BENCHES ON GREENBELT. B WITHROW, PARKS, APR 16</u>	04/13/2016	18.63	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/16		
Total A81613:						18.63	.00					
499	KUNA LUMBER	A81829	4107	<u>CONCRETE TO REPAIR THE "WELCOME TO KUNA" SIGN, P.KAUFMAN, APR.'16 - PARKS</u>	04/20/2016	37.90	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/16		
Total A81829:						37.90	.00					
499	KUNA LUMBER	B86981	4064	<u>SIDEBOARD FOR THE DUMP TRUCK, T.FLEMING, APR.'16 - SEWER</u>	04/12/2016	11.96	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/16		
Total B86981:						11.96	.00					
Total KUNA LUMBER:						95.02	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	149612	3927	<u>NUTS, WASHER, DRILL BIT TO REPAIR DOOR AT LAGOONS, PARKS, MAR.'16</u>	03/15/2016	31.80	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	3/16		
43	KUNA TRUE VALUE HARDWARE	149612	3927	<u>LADDER, DRILL BIT HOLDER, PARKS, MAR.'16</u>	03/15/2016	53.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	3/16		

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43	KUNA TRUE VALUE HARDWARE	149612	3927	<u>NUTS, BOLTS, WASHERS TO REPAIR PICNIC TABLES, PARKS, MAR.'16</u>	03/15/2016	17.14	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/16		
43	KUNA TRUE VALUE HARDWARE	149612	3927	<u>LIGHT BULBS FOR COUNCIL CHAMBERS, PARKS, MAR.'16</u>	03/15/2016	11.98	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	3/16		
Total 149612:						114.90	.00					
43	KUNA TRUE VALUE HARDWARE	149808	3943	<u>PAINT ROLLERS, COVERS, PAINT THINNER, TEFLON TAPE, SHARPIE, DOG BOXES, PARKS, MAR.'16</u>	03/21/2016	38.17	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/16		
43	KUNA TRUE VALUE HARDWARE	149808	3943	<u>SQUARE, 25' TAPE, GAS CAN, PARKS, J CRUMPTON, MAR 16</u>	03/21/2016	32.97	.00	<u>01-6175 SMALL TOOLS</u>	1004	3/16		
Total 149808:						71.14	.00					
43	KUNA TRUE VALUE HARDWARE	149841	3975	<u>1/2 PVC PLUG TO REPAIR FINE SCREEN, 4 PVC NIPPLES, REPLACEMENT NOZZLES FOR ALUM & CAUSTIC SKIDS, M. NADEAU, MAR.'16</u>	03/21/2016	8.43	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	4/16		
Total 149841:						8.43	.00					
43	KUNA TRUE VALUE HARDWARE	149957	3969	<u>TOILET BRUSH, GROUT BRUSH, MOP, BRUSH FOR BATHROOMS, PARKS, MAR.'16 - PARKS</u>	03/24/2016	25.76	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	3/16		
43	KUNA TRUE VALUE HARDWARE	149957	3969	<u>CLAMPS, HOSE, BARBFITTING, SPRAYER FIX, PARKS, MAR.'16 - PARKS</u>	03/24/2016	6.45	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	3/16		
43	KUNA TRUE VALUE HARDWARE	149957	3969	<u>CLAMPS, WOOD GLUE, HINGES, PARKS, MAR.'16 - PARKS</u>	03/24/2016	32.76	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/16		
43	KUNA TRUE VALUE HARDWARE	149957	3969	<u>HOLE SAW BIT, MAR.'16 - PARKS</u>	03/24/2016	5.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	3/16		

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Total 149957:						70.96	.00					
43	KUNA TRUE VALUE HARDWARE	150958	4041	REPLACEMENT TOOLS, AIR CHUCK, AIR NIPPLE, 3/8 SOCKET ADAPTER, HOLE SAW, HOE, DIGGING PICK, PARKS, APR.'16	04/13/2016	57.43	.00	01-6175 SMALL TOOLS	1004	4/16		
43	KUNA TRUE VALUE HARDWARE	150958	4041	TFE PASTE, 1 IN POLY, CLAMPS, POLY COUPLER FOR PIZZA HUT BREAK, PARKS, APR.'16	04/13/2016	20.31	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/16		
43	KUNA TRUE VALUE HARDWARE	150958	4041	HITCH PIN, PARKS, APR.'16	04/13/2016	3.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/16		
Total 150958:						81.63	.00					
43	KUNA TRUE VALUE HARDWARE	151002	4075	COUPLER, SUTTERS MILL FOR SPRAYER SCREEN, 1 TEFLON TAPE AND 7 1/2 IN PLUGS, 4 3/4 IN PLUGS FOR BACKFLOWS, 3 1 IN PVC COUPLERS FOR ANGLE VALVES, 4 3/4 IN PLUGS, 2 1/2 IN PLUGS FOR BACKFLOWS, 2 PRIMERS, 2 GLUES FOR PVC, STOCK AND MISC BREAKON PI AND	04/15/2016	61.34	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/16		
Total 151002:						61.34	.00					
43	KUNA TRUE VALUE HARDWARE	151015	4069	1" BARB FITTING, 9V BATTERIES TO OPERATE TIMERS, NUTS AND BOLTS FOR INSTALLING BIKE REPAIR STATIONS, P KAUFMAN, APR 16	04/14/2016	48.05	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/16		
43	KUNA TRUE VALUE HARDWARE	151015	4069	3" INC COUPLER, 1- 1/2 POLY FITTINGS, 2X1-1/2 IN ADAPTER, 2X3 BUSHING, CLAMPS, BREAK AT PLANT LAWN AREA, P KAUFMAN, APR 16	04/14/2016	21.17	.00	21-6140 MAINT & REPAIR BUILDING	0	4/16		

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43	KUNA TRUE VALUE HARDWARE	151015	4069	<u>3/8 CONCRETE BILL TO DRILL CONCRETE. P KAUFMAN, APR 16</u>	04/14/2016	6.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	4/16		
Total 151015:						76.21	.00					
43	KUNA TRUE VALUE HARDWARE	151234	4097	<u>10 1 IN MALE ADAPTERS, 3 CANS WASP SPRAY, 2 CLAMPS, 1 GATE VALVE, 1 PVC HAND SAW, 2 CLAMPS, 1 10X12 TARP, 1 10 FT 1 IN PVC STICK, 1 1IN UNION, MISC REPAIRS ON PI SYSTEM, PI, APR 16</u>	04/18/2016	90.94	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/16		
Total 151234:						90.94	.00					
Total KUNA TRUE VALUE HARDWARE:						575.55	.00					
MISCELLANEOUS VENDORS												
285	MISCELLANEOUS VENDORS	041416		<u>REIMBURSE MAYOR STEAR FOR MEALS FOR ECONOMIC DEVELOPMENT MEETING WITH BVEP, ADMIN, APR 16</u>	04/14/2016	63.04	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1026	4/16		
Total 041416:						63.04	.00					
285	MISCELLANEOUS VENDORS	042216		<u>REIMBURSE BEER AND WINE LICENSE, APR 16</u>	04/22/2016	50.00	.00	<u>01-4182 LICENSES / BEER</u>	0	4/16		
285	MISCELLANEOUS VENDORS	042216		<u>REIMBURSE BEER AND WINE LICENSE, APR 16</u>	04/22/2016	200.00	.00	<u>01-4183 LICENSES / WINE</u>	0	4/16		
Total 042216:						250.00	.00					
285	MISCELLANEOUS VENDORS	042716		<u>REFUND BLDG PERMIT #10870, WATER METER FEE, WATER, APR 16</u>	04/27/2016	326.00	.00	<u>20-4503 NEW METER</u>	0	4/16		
285	MISCELLANEOUS VENDORS	042716		<u>REFUND BLDG PERMIT #10870, PI SERVICE, PI, APR 16</u>	04/27/2016	107.00	.00	<u>25-4505 NEW SERVICE CONNECTION</u>	0	4/16		

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Total 042716:						433.00	.00					
Total MISCELLANEOUS VENDORS:						746.04	.00					
NEOPOST USA INC												
615	NEOPOST USA INC	000000000001	4123	<u>POSTAGE PURCHASED FOR MACHINE, MAR.'16 - ADMIN</u>	03/23/2016	42.00	.00	<u>01-6190 POSTAGE & BILLING</u>	0	3/16		
615	NEOPOST USA INC	000000000001	4123	<u>POSTAGE PURCHASED FOR MACHINE, MAR.'16 - P & Z</u>	03/23/2016	6.00	.00	<u>01-6190 POSTAGE & BILLING</u>	1003	3/16		
615	NEOPOST USA INC	000000000001	4123	<u>POSTAGE PURCHASED FOR MACHINE, MAR.'16 - WATER</u>	03/23/2016	64.00	.00	<u>20-6190 POSTAGE & BILLING</u>	0	3/16		
615	NEOPOST USA INC	000000000001	4123	<u>POSTAGE PURCHASED FOR MACHINE, MAR.'16 - SEWER</u>	03/23/2016	64.00	.00	<u>21-6190 POSTAGE & BILLING</u>	0	3/16		
615	NEOPOST USA INC	000000000001	4123	<u>POSTAGE PURCHASED FOR MACHINE, MAR.'16 - P.I</u>	03/23/2016	24.00	.00	<u>25-6190 POSTAGE & BILLING</u>	0	3/16		
Total 0000000000011256686:						200.00	.00					
615	NEOPOST USA INC	53830242		<u>MAIL METERING - RATE CHANGE PROTECTION - 05/12/16-05/11/17 - ADMIN</u>	04/12/2016	44.22	.00	<u>01-6190 POSTAGE & BILLING</u>	0	4/16		
615	NEOPOST USA INC	53830242		<u>MAIL METERING - RATE CHANGE PROTECTION - 05/12/16-05/11/17 - P & Z</u>	04/12/2016	6.32	.00	<u>01-6190 POSTAGE & BILLING</u>	1003	4/16		
615	NEOPOST USA INC	53830242		<u>MAIL METERING - RATE CHANGE PROTECTION - 05/12/16-05/11/17 - WATER</u>	04/12/2016	67.38	.00	<u>20-6190 POSTAGE & BILLING</u>	0	4/16		
615	NEOPOST USA INC	53830242		<u>MAIL METERING - RATE CHANGE PROTECTION - 05/12/16-05/11/17 - SEWER</u>	04/12/2016	67.38	.00	<u>21-6190 POSTAGE & BILLING</u>	0	4/16		
615	NEOPOST USA INC	53830242		<u>MAIL METERING - RATE CHANGE PROTECTION - 05/12/16-05/11/17 - P.I</u>	04/12/2016	25.27	.00	<u>25-6190 POSTAGE & BILLING</u>	0	4/16		

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Total 53830242:						210.57	.00					
Total NEOPOST USA INC:						410.57	.00					
PARTS, INC.												
470	PARTS, INC.	108317	4073	<u>1 EA. BOTTLE PASS. LIQUID TO POUR INTO FUEL, TRUCK #23, B GILLOGLY, APR.'16 - WATER</u>	04/13/2016	13.85	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/16		
Total 108317:						13.85	.00					
470	PARTS, INC.	108375	4076	<u>BATTERY FOR TRUCK #12, PARKS, B GILLOGLY, APR.'16 - PARKS</u>	04/14/2016	106.23	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	4/16		
Total 108375:						106.23	.00					
470	PARTS, INC.	108389		<u>STARTER W/SOLENOID & BRAKE FLUID FOR DUMP TRUCK, B.BACHMAN, APR.'16 - SEWER</u>	04/14/2016	53.11	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/16		
470	PARTS, INC.	108389		<u>SHOP TOWELS AND HAND WIPES, APR.'16 - PARKS</u>	04/14/2016	7.88	.00	<u>01-6025 JANITORIAL</u>	1004	4/16		
Total 108389:						60.99	.00					
470	PARTS, INC.	108455	4088	<u>RATCHET DRIVE, B.WITHROW, APR.'16 - PARKS</u>	04/15/2016	77.83	.00	<u>01-6175 SMALL TOOLS</u>	1004	4/16		
Total 108455:						77.83	.00					
470	PARTS, INC.	108777	4110	<u>TRAILER PLUGS FOR WIRING TRUCK #13, B.GILLOGLY, APR.'16 - PARKS</u>	04/20/2016	43.29	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	4/16		
Total 108777:						43.29	.00					

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Total PARTS, INC.:						302.19	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	733196		<u>ALARM MONITOR FOR SEGO PRAIRIE, SNOW HAWK, DANSKIN, BUTLER, BEST BATH, EJ CAJON, & CEDAR WELLS, 5/1/16-5/31/16 - WATER</u>	05/01/2016	199.30	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/16		
1021	PEAK ALARM COMPANY, INC	733196		<u>ALARM MONITOR FOR SEGO PRAIRIE, SNOW HAWK, DANSKIN, BUTLER, BEST BATH, EJ CAJON, & CEDAR WELLS, 5/1/16-5/31/16 - P.I</u>	05/01/2016	49.82	.00	25-6140 MAINT & REPAIR BUILDING	0	5/16		
Total 733196:						249.12	.00					
1021	PEAK ALARM COMPANY, INC	737365		<u>REPLACED BATTERIES FOR ALARM SYSTEM AT WELL #10, C.DEYOUNG, APR.'16 - WATER</u>	04/20/2016	180.88	.00	20-6140 MAINT. & REPAIR BUILDING	0	4/16		
Total 737365:						180.88	.00					
Total PEAK ALARM COMPANY, INC:						430.00	.00					
PETROLEUM STORAGE TANK FUND												
143	PETROLEUM STORAGE TANK FUND	22805		<u>PETROLEUM STORAGE TANK INSURANCE FOR BUTLER WELL, 5/28/16-5/27/17 - WATER</u>	04/28/2016	25.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	4/16		
Total 22805:						25.00	.00					
Total PETROLEUM STORAGE TANK FUND:						25.00	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	16537	4101	<u>RED CAP SOLINOID FOR CHAPPAROSA PI STATION, C.DEYOUNG, APR.'16 - P.I</u>	04/20/2016	197.33	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/16		
Total 16537:						197.33	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total PRECISION PUMPING SYSTEMS:						197.33	.00					
QUALITY CONTRACTORS LLC												
1798	QUALITY CONTRACTORS LLC	16-254		<u>INTERNAL PIPING, WELL HOUSE #3 REMODEL, G.LAW, APR.'16 - WATER</u>	04/16/2016	17,199.40	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1037	4/16		
Total 16-254:						17,199.40	.00					
Total QUALITY CONTRACTORS LLC:						17,199.40	.00					
R.C. WORST & COMPANY, INC												
1781	R.C. WORST & COMPANY, INC	255959	4028	<u>2 EA SUBMERSIBLE PUMPS, REPLACEMENTS, T.SHAFFER, APR.'16 - SEWER</u>	04/12/2016	1,519.20	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/16		
Total 255959:						1,519.20	.00					
Total R.C. WORST & COMPANY, INC:						1,519.20	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	096543997	3921	<u>SADDLES, RISERS AND VALVE STEMS FOR FARM, C MCDANIELS, FARM, MAR.'16</u>	03/10/2016	264.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/16		
Total 096543997:						264.00	.00					
144	RAIN FOR RENT	096544687	4072	<u>100 FT HOSE FOR RISERS FOR THE FARM, 8 CLAMPS, 4 ENDS FOR HOSES, C MCDANIEL, APR.'16 - FARM</u>	04/13/2016	578.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/16		
Total 096544687:						578.00	.00					
Total RAIN FOR RENT:						842.00	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	39340		<u>1 EA. CYLINDER REFILL FOR THE WELDER, PARKS, APR.'16</u>	04/01/2016	7.75	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/16		

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Total 39340:						7.75	.00					
893	RENTAL CONNECTION	39518	4074	<u>WELDING GAS FOR IRON FENCE, B.GILLOGLY, APR.'16 - PARKS</u>	04/14/2016	51.91	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1022	4/16		
Total 39518:						51.91	.00					
Total RENTAL CONNECTION:						59.66	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	T33739	4105	<u>EMMISSION SWITCH FOR GRASSHOPPER LAWNMOWER, B.GILLOGLY, APR.'16 - PARKS</u>	04/20/2016	83.94	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/16		
Total T33739:						83.94	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						83.94	.00					
SHARP ELECTRONICS CORPORATION												
1734	SHARP ELECTRONICS CORPORATION	5002977315		<u>COPIER LEASE, MODEL #MX2615N, 4/1/16-4/31/16 - PARKS</u>	04/04/2016	17.33	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/16		
1734	SHARP ELECTRONICS CORPORATION	5002977315		<u>COPIER LEASE, MODEL #MX2615N, 4/1/16-4/31/16 - WATER</u>	04/04/2016	27.92	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/16		
1734	SHARP ELECTRONICS CORPORATION	5002977315		<u>COPIER LEASE, MODEL #MX2615N, 4/1/16-4/31/16 - SEWER</u>	04/04/2016	34.65	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/16		
1734	SHARP ELECTRONICS CORPORATION	5002977315		<u>COPIER LEASE, MODEL #MX2615N, 4/1/16-4/31/16 - P.I</u>	04/04/2016	16.36	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/16		
Total 5002977315:						96.26	.00					
Total SHARP ELECTRONICS CORPORATION:						96.26	.00					

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SIGNS NOW												
1060	SIGNS NOW	37229	4096	<u>7 EA. DOG BOX SIGNS, B.WITHROW, APR.'16 - PARKS</u>	04/16/2016	271.50	.00	<u>01-6188 SIGNAGE</u>	1004	4/16		
Total 37229:						271.50	.00					
Total SIGNS NOW:						271.50	.00					
SILVER CREEK SUPPLY												
1786	SILVER CREEK SUPPLY	S1566029.001	4068	<u>3 EA. SPRINKLER SHOVELS, P. KAUFMAN, APR.'16 - PARKS</u>	04/13/2016	155.19	.00	<u>01-6175 SMALL TOOLS</u>	1004	4/16		
1786	SILVER CREEK SUPPLY	S1566029.001	4068	<u>SPRINKLER HEADS, CLAMPS, STATION BATTERIES, MESH FILTERS, VALVES, P KAUFMAN, APR.'16 - PARKS</u>	04/13/2016	1,126.70	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/16		
Total S1566029.001:						1,281.89	.00					
Total SILVER CREEK SUPPLY:						1,281.89	.00					
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	65907	4012	<u>PVC ENDS, PVC T & ELBOWS, PVC CEMENT, PVC PRIMER, FOR REPAIRS TO SKID, M.NADEAU, APR.'16</u>	04/07/2016	152.40	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/16		
Total 65907:						152.40	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						152.40	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	413837550		<u>NEW EMPLOYEE DRUG SCREEN, MAR.'16 - PARKS</u>	03/04/2016	35.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	3/16		
Total 413837550:						35.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	413999613		<u>NEW EMPLOYEE HEPA/B VACCINE, APR.'16 - SEWER</u>	04/05/2016	158.32	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	4/16		

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Total 413999613:						158.32	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	413999614		<u>NEW EMPLOYEE HEPA/B VACCINE, APR.'16 - SEWER</u>	04/05/2016	158.32	.00	21-6202 PROFESSIONAL SERVICES	0	4/16		
Total 413999614:						158.32	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	414007355		<u>NEW EMPLOYEE DRUG SCREEN, MAR.'16 - PARKS</u>	03/30/2016	40.00	.00	01-6202 PROFESSIONAL SERVICES	1004	3/16		
Total 414007355:						40.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						391.64	.00					
STAPLES BUSINESS ADVANTAGE												
1292	STAPLES BUSINESS ADVANTAGE	3299034058	4052	<u>2 EA. HP INK CARTRIDGES, K.JENSEN, APR.'16 - ADMIN</u>	04/09/2016	36.59	.00	01-6165 OFFICE SUPPLIES	0	4/16		
1292	STAPLES BUSINESS ADVANTAGE	3299034058	4052	<u>2 EA. HP INK CARTRIDGES, K.JENSEN, APR.'16 - WATER</u>	04/09/2016	48.29	.00	20-6165 OFFICE SUPPLIES	0	4/16		
1292	STAPLES BUSINESS ADVANTAGE	3299034058	4052	<u>2 EA. HP INK CARTRIDGES, K.JENSEN, APR.'16 - SEWER</u>	04/09/2016	48.29	.00	21-6165 OFFICE SUPPLIES	0	4/16		
1292	STAPLES BUSINESS ADVANTAGE	3299034058	4052	<u>2 EA. HP INK CARTRIDGES, K.JENSEN, APR.'16 - P.I</u>	04/09/2016	13.17	.00	25-6165 OFFICE SUPPLIES	0	4/16		
1292	STAPLES BUSINESS ADVANTAGE	3299034058	4052	<u>1 EA. 3 RING BINDER, J.COULTER, APR.'16 - BUILDING INSPECTION</u>	04/09/2016	11.39	.00	01-6165 OFFICE SUPPLIES	1005	4/16		
1292	STAPLES BUSINESS ADVANTAGE	3299034058	4052	<u>2 PKGS COLOR CODED LABELS, N.STAUFFER, APR.'16 - P & Z</u>	04/09/2016	7.28	.00	01-6165 OFFICE SUPPLIES	1003	4/16		
Total 3299034058:						165.01	.00					

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				APR.'16 - P.I	04/26/2016	17,845.75	.00	25-6020 CAPITAL IMPROVEMENTS	1056	4/16		
Total 04262016T:						108,719.71	.00					
Total THUESON CONSTRUCTION INC:						108,719.71	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:04453885	4095	COOLER RENTAL AND 1 BOTTLE OF WATER, APR.'16	04/15/2016	15.45	.00	01-6165 OFFICE SUPPLIES	1004	4/16		
Total 2160:04453885:						15.45	.00					
Total TREASURE VALLEY COFFEE:						15.45	.00					
UNITED OIL												
316	UNITED OIL	462594		55 GAL. DRUM OF EXHAUST FLUID, B.BACHMAN, APR.'16 - PARKS	04/11/2016	77.28	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/16		
316	UNITED OIL	462594		55 GAL. DRUM OF EXHAUST FLUID, B.BACHMAN, APR.'16 - SEWER	04/11/2016	77.27	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/16		
Total 462594:						154.55	.00					
Total UNITED OIL:						154.55	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	923892	4066	HACH CHLORINE DISPENSER AND REFILLS, AND PHOSPHORUS LOW RANGE AND PHOSPHATE REAGENT, LAB SUPPLIES, T.SHAFER, APR.'16 - SEWER	04/12/2016	595.48	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/16		
265	USA BLUE BOOK	923892	4066	LARGE AND X-LARGE NITRILE DISPOSABLE GLOVES, T.SHAFER, APR.'16 - SEWER	04/12/2016	268.74	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/16		

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 923892:						864.22	.00					
Total USA BLUE BOOK:						864.22	.00					
WATER DEPOSIT REFUND #10												
1776	WATER DEPOSIT REFUND #10	100600.01		<u>GERALD J WEEKS, 773 W SUNWOOD CT, WATER OVERPAYMENT</u>	04/18/2016	65.81	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 100600.01:						65.81	.00					
1776	WATER DEPOSIT REFUND #10	10375.01		<u>OLSON FISHER ENTERPRISES LLC, 172 W MAIN ST, WATER OVERPAYMENT</u>	04/13/2016	18.64	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 10375.01:						18.64	.00					
1776	WATER DEPOSIT REFUND #10	110020.02		<u>MICHAEL TROLINGER, 388 E ROSEMARY CT, WATER OVERPAYMENT</u>	04/07/2016	97.78	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 110020.02:						97.78	.00					
1776	WATER DEPOSIT REFUND #10	110480.01		<u>KIMBERLY WOOD, 270 E BOISE ST, WATER OVERPAYMENT</u>	04/08/2016	130.77	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 110480.01:						130.77	.00					
1776	WATER DEPOSIT REFUND #10	111220.02		<u>STERLING REECE, 722 N QUARTERMOON AVE, WATER OVERPAYMENT</u>	04/20/2016	220.06	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 111220.02:						220.06	.00					
1776	WATER DEPOSIT REFUND #10	111240.01		<u>DEANA D CRANE, 525 E FULL MOON ST, WATER OVERPAYMENT</u>	04/07/2016	13.65	.00	99-1075 Utility Cash Clearing	0	4/16		

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 111240.01:						13.65	.00					
1776	WATER DEPOSIT REFUND #10	111545.01		<u>JOSEPHINE N HOSANNA-CRINON, 552 N SOURWOOD AVE, WATER OVERPAYMENT</u>	04/20/2016	73.68	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 111545.01:						73.68	.00					
1776	WATER DEPOSIT REFUND #10	111620.02		<u>PARKERVILLE LLC, 702 E ANDREA ST, WATER OVERPAYMENT</u>	04/07/2016	188.52	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 111620.02:						188.52	.00					
1776	WATER DEPOSIT REFUND #10	121240.01		<u>MARSHALL W SUCHER, 1854 W MULHULAND CT, WATER OVERPAYMENT</u>	04/27/2016	181.10	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 121240.01:						181.10	.00					
1776	WATER DEPOSIT REFUND #10	130420.02		<u>AMELIA TOUSSAINT, C/O KNIGHT PROPERTY MANAGEMENT, 1410 W RYEGRASS CT, WATER OVERPAYMENT</u>	04/27/2016	84.76	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 130420.02:						84.76	.00					
1776	WATER DEPOSIT REFUND #10	131350.03		<u>BENJAMIN BARROWS, 1212 W WHEAT ST, WATER OVERPAYMENT</u>	04/27/2016	40.95	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 131350.03:						40.95	.00					
1776	WATER DEPOSIT REFUND #10	140000.01		<u>ZATICA FAMILY LTD PARTNERSHIP, 700 E AVALON ST, WATER OVERPAYMENT</u>	04/20/2016	690.27	.00	99-1075 Utility Cash Clearing	0	4/16		

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 140000.01:						690.27	.00					
1776	WATER DEPOSIT REFUND #10	140002.01		<u>PAULS GAS & GO, 680 E AVALON ST, WATER OVERPAYMENT</u>	04/20/2016	97.58	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 140002.01:						97.58	.00					
1776	WATER DEPOSIT REFUND #10	140003.01		<u>AVALON PLAZA, 712 - 730 E AVALON ST, WATER OVERPAYMENT</u>	04/20/2016	737.03	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 140003.01:						737.03	.00					
1776	WATER DEPOSIT REFUND #10	140060.01		<u>WILLIAM DOHRMAN, C/O IDAHO RIVER REALTY, 186 N SUNBIRD AVE, WATER OVERPAYMENT</u>	04/22/2016	78.94	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 140060.01:						78.94	.00					
1776	WATER DEPOSIT REFUND #10	140597.01		<u>DON YOUNG LAND COMPANY, 757 E WYTHECREEK CT, WATER OVERPAYMENT</u>	04/18/2016	153.32	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 140597.01:						153.32	.00					
1776	WATER DEPOSIT REFUND #10	140610.02		<u>MBBG LLC, 1027 E KUNA RD, WATER OVERPAYMENT</u>	04/18/2016	686.90	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 140610.02:						686.90	.00					
1776	WATER DEPOSIT REFUND #10	150280.03		<u>REBECCA MILLER, 712 W RAMS HILL ST, WATER OVERPAYMENT</u>	04/18/2016	71.61	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 150280.03:						71.61	.00					

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1776	WATER DEPOSIT REFUND #10	163060.02		<u>CLINTON J CORE, 307 E LINMAR DR, WATER OVERPAYMENT</u>	04/07/2016	61.42	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 163060.02:						61.42	.00					
1776	WATER DEPOSIT REFUND #10	167020.02		<u>SEELEY LIVING TRUST, 1208 N CHESHIRE DR, WATER OVERPAYMENT</u>	04/07/2016	9.51	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 167020.02:						9.51	.00					
1776	WATER DEPOSIT REFUND #10	173120.01		<u>HAYDEN HOMES, 1308 W PENELOPE ST, WATER OVERPAYMENT</u>	04/18/2016	66.35	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 173120.01:						66.35	.00					
1776	WATER DEPOSIT REFUND #10	173445.01		<u>CBH, 1966 W SAHARA DR, WATER OVERPAYMENT</u>	04/19/2016	9.73	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 173445.01:						9.73	.00					
1776	WATER DEPOSIT REFUND #10	173510.01		<u>CBH, 978 S RED SAND AVE, WATER OVERPAYMENT</u>	04/19/2016	42.58	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 173510.01:						42.58	.00					
1776	WATER DEPOSIT REFUND #10	173520.01		<u>CBH, 1905 W STONY DESERT ST, WATER OVERPAYMENT</u>	04/19/2016	55.50	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 173520.01:						55.50	.00					
1776	WATER DEPOSIT REFUND #10	173540.01		<u>CBH, 954 S KALAHARI AVE, WATER OVERPAYMENT</u>	04/18/2016	10.34	.00	99-1075 Utility Cash Clearing	0	4/16		

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 173540.01:						10.34	.00					
1776	WATER DEPOSIT REFUND #10	173575.01		<u>CBH, 1894 W STONY DESERT ST, WATER OVERPAYMENT</u>	04/19/2016	44.83	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 173575.01:						44.83	.00					
1776	WATER DEPOSIT REFUND #10	182110.01		<u>ETHAN S MESSER, 1688 N KLEMMER AVE, WATER OVERPAYMENT</u>	04/22/2016	5.33	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 182110.01:						5.33	.00					
1776	WATER DEPOSIT REFUND #10	182960.01A		<u>DAVID A WOOD JR, WATER OVERPAYEMNT</u>	04/14/2016	77.46	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 182960.01A:						77.46	.00					
1776	WATER DEPOSIT REFUND #10	190315.01		<u>ORLANDO PAUL NATALIE REVOC, 297 W TROPHY ST, WATER OVERPAYMENT</u>	04/07/2016	4.43	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 190315.01:						4.43	.00					
1776	WATER DEPOSIT REFUND #10	190370.01		<u>GEORGE B STINCHCOMB, 1534 N TWO POINT PL, WATER OVERPAYMENT</u>	04/22/2016	49.09	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 190370.01:						49.09	.00					
1776	WATER DEPOSIT REFUND #10	200780.01		<u>STEPHAN D WILLIAMS, 1904 N DUCK HAWK AVE, WATER OVERPAYMENT</u>	04/13/2016	75.65	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 200780.01:						75.65	.00					

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1776	WATER DEPOSIT REFUND #10	210120.00		<u>SAM YONG LEE, 2251 N BAYWING HAWK PL. WATER OVERPAYMENT</u>	04/20/2016	58.68	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 210120.00:						58.68	.00					
1776	WATER DEPOSIT REFUND #10	220295.01A		<u>HELGA WAKSMONSKI, 1164 S THREAVE AVE. WATER OVERPAYMENT</u>	04/14/2016	17.21	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 220295.01A:						17.21	.00					
1776	WATER DEPOSIT REFUND #10	220600.01A		<u>GINES TAN, 484 E WILD PRIMROSE CT. WATER OVERPAYMENT</u>	04/20/2016	82.84	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 220600.01A:						82.84	.00					
1776	WATER DEPOSIT REFUND #10	220785.02		<u>KYLE A HOBECK, 665 E GREAT BEAR ST. WATER OVERPAYMENT</u>	04/12/2016	78.83	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 220785.02:						78.83	.00					
1776	WATER DEPOSIT REFUND #10	220830.03		<u>REGINA DERINGER, 624 E CINNABEAR DR. WATER OVERPAYMENT</u>	04/20/2016	176.65	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 220830.03:						176.65	.00					
1776	WATER DEPOSIT REFUND #10	221160.01		<u>CBH, 1030 S WISTON PL. WATER OVERPAYMENT</u>	04/19/2016	4.41	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221160.01:						4.41	.00					
1776	WATER DEPOSIT REFUND #10	221170.01		<u>CBH, 1053 S THREAVE AVE. WATER OVERPAYMENT</u>	04/19/2016	66.65	.00	99-1075 Utility Cash Clearing	0	4/16		

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Total 221170.01:						66.65	.00					
1776	WATER DEPOSIT REFUND #10	221220.01		<u>CBH, 1076 S THREAVE AVE. WATER OVERPAYMENT</u>	04/19/2016	55.50	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221220.01:						55.50	.00					
1776	WATER DEPOSIT REFUND #10	221255.01		<u>CBH, 1097 S TOMEN AVE. WATER OVERPAYMENT</u>	04/22/2016	4.38	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221255.01:						4.38	.00					
1776	WATER DEPOSIT REFUND #10	221265.01		<u>CBH, 1131 S TOMEN AVE. WATER OVERPAYMENT</u>	04/27/2016	3.39	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221265.01:						3.39	.00					
1776	WATER DEPOSIT REFUND #10	221290.01		<u>CBH, 1118 S TOMEN AVE. WATER OVERPAYMENT</u>	04/19/2016	37.93	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221290.01:						37.93	.00					
1776	WATER DEPOSIT REFUND #10	221600.01		<u>CBH, 951 S PENMARK AVE. WATER OVERPAYMENT</u>	04/07/2016	13.28	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221600.01:						13.28	.00					
1776	WATER DEPOSIT REFUND #10	221635.01		<u>CBH, 994 E HOPTON ST. WATER OVERPAYMENT</u>	04/20/2016	2.41	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 221635.01:						2.41	.00					
1776	WATER DEPOSIT REFUND #10	240100.02		<u>NORMAN JENSEN, 537 N LAHAR PL, WATER OVERPAYMENT</u>	04/08/2016	8.39	.00	99-1075 Utility Cash Clearing	0	4/16		

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 240100.02:						8.39	.00					
1776	WATER DEPOSIT REFUND #10	250485.02		<u>TY BARNETT, 801 W PLAYGROUND ST. WATER OVERPAYMENT</u>	04/20/2016	78.61	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 250485.02:						78.61	.00					
1776	WATER DEPOSIT REFUND #10	250855.02		<u>DAVID BARNES, 297 W PLAYGROUND ST. WATER OVERPAYMENT</u>	04/27/2016	179.87	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 250855.02:						179.87	.00					
1776	WATER DEPOSIT REFUND #10	251010.03		<u>BRECKENRIDGE PROPERTY FUND, 1038 S SARAH AVE. WATER OVERPAYMENT</u>	04/08/2016	47.31	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 251010.03:						47.31	.00					
1776	WATER DEPOSIT REFUND #10	252095.01		<u>HUNTER HOMES, 1069 S CHALKBOARD PL, WATER OVERPAYMENT</u>	04/19/2016	46.22	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 252095.01:						46.22	.00					
1776	WATER DEPOSIT REFUND #10	253085.02		<u>MICHELLE MICHALSCHECK, 736 W TEST CT. WATER OVERPAYMENT</u>	04/14/2016	59.80	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 253085.02:						59.80	.00					
1776	WATER DEPOSIT REFUND #10	254095.02A		<u>CORA FRIEND, 866 W SANDBOX ST. WATER OVERPAYMENT</u>	04/08/2016	76.00	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 254095.02A:						76.00	.00					

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1776	WATER DEPOSIT REFUND #10	260185.01		<u>JEFFREY TAYLOR, 1783 N PEWTER AVE, WATER OVERPAYMENT</u>	04/18/2016	5.66	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 260185.01:						5.66	.00					
1776	WATER DEPOSIT REFUND #10	260595.03		<u>JEROME JONES, 1754 N FIREBRICK DR, WATER OVERPAYMENT</u>	04/07/2016	87.69	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 260595.03:						87.69	.00					
1776	WATER DEPOSIT REFUND #10	260815.04		<u>JOSEPH M BOYER, 2178 W QUILCEDA ST, WATER OVERPAYMENT</u>	04/12/2016	4.19	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 260815.04:						4.19	.00					
1776	WATER DEPOSIT REFUND #10	264260.01		<u>CBH, 1713 N ROSEDUST DR, WATER OVERPAYMENT</u>	04/20/2016	57.29	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 264260.01:						57.29	.00					
1776	WATER DEPOSIT REFUND #10	264275.01		<u>CBH, 1749 N ROSEDUST DR, WATER OVERPAYMENT</u>	04/19/2016	57.46	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 264275.01:						57.46	.00					
1776	WATER DEPOSIT REFUND #10	264760.02		<u>STEVEN MATHIS, 2094 N SEPIA AVE, WATER OVERPAYMENT</u>	04/20/2016	71.87	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 264760.02:						71.87	.00					
1776	WATER DEPOSIT REFUND #10	265050.02		<u>RIVERWOOD HOMES, 2348 W BEIGE CT, WATER OVERPAYMENT</u>	04/20/2016	46.14	.00	99-1075 Utility Cash Clearing	0	4/16		

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Total 265050.02:						46.14	.00					
1776	WATER DEPOSIT REFUND #10	266080.01		<u>CBH, 2246 N THISTLE DR, WATER OVERPAYMENT</u>	04/07/2016	6.00	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 266080.01:						6.00	.00					
1776	WATER DEPOSIT REFUND #10	269502.01A		<u>WESTPARK CO. ACCOUNT ADJUSTMENT FOR FULL AMOUNT, APR.'16</u>	04/20/2016	21.96	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 269502.01A:						21.96	.00					
1776	WATER DEPOSIT REFUND #10	273080.01		<u>ROBERT C. WELFLEY, 9447 S IDITAROD DR, WATER OVERPAYMENT</u>	04/08/2016	78.78	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 273080.01:						78.78	.00					
1776	WATER DEPOSIT REFUND #10	276042.01		<u>CBH, 2378 N CORKTREE WAY, WATER OVERPAYMENT</u>	04/07/2016	112.60	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 276042.01:						112.60	.00					
1776	WATER DEPOSIT REFUND #10	276050.01		<u>CBH, 2391 N CORKTREE WAY, WATER OVERPAYMENT</u>	04/20/2016	15.75	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 276050.01:						15.75	.00					
1776	WATER DEPOSIT REFUND #10	280220.01		<u>TRADITION HOMES, 2050 N AZURITE DR, WATER OVERPAYMENT</u>	04/13/2016	71.78	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 280220.01:						71.78	.00					
1776	WATER DEPOSIT REFUND #10	290235.01		<u>FNMA, 8358 S SLIDE CREEK LN, WATER OVERPAYMENT</u>	04/20/2016	21.85	.00	99-1075 Utility Cash Clearing	0	4/16		

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 290235.01:						21.85	.00					
1776	WATER DEPOSIT REFUND #10	300325.02		<u>ETHAN WHEELER, 2542 N GREENVILLE AVE, WATER OVERPAYMENT</u>	04/12/2016	72.14	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 300325.02:						72.14	.00					
1776	WATER DEPOSIT REFUND #10	301032.01		<u>HUBBLE HOMES, 1194 E WHITBECK DR, WATER OVERPAYMENT</u>	04/20/2016	49.46	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 301032.01:						49.46	.00					
1776	WATER DEPOSIT REFUND #10	301040.01		<u>HUBBLE HOMES, 1130 E WHITBECK DR, WATER OVERPAYMENT</u>	04/18/2016	36.67	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 301040.01:						36.67	.00					
1776	WATER DEPOSIT REFUND #10	30308.03		<u>CLARE E PRISBREY, 240 N CEDAR AVE, WATER OVERPAYMENT</u>	04/08/2016	76.04	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 30308.03:						76.04	.00					
1776	WATER DEPOSIT REFUND #10	310109.01		<u>COLEMAN HOMES, 1502 W SELDOVIA ST, WATER OVERPAYMENT</u>	04/07/2016	38.77	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 310109.01:						38.77	.00					
1776	WATER DEPOSIT REFUND #10	310142.01		<u>COLEMAN HOMES, 9302 S UPDALE AVE, WATER OVERPAYMENT</u>	04/07/2016	63.13	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 310142.01:						63.13	.00					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1776	WATER DEPOSIT REFUND #10	40210.01		<u>JUDITH RAZUTIS, 710 N ELM AVE, SEWER CORRECTION</u>	04/22/2016	461.58	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 40210.01:						461.58	.00					
1776	WATER DEPOSIT REFUND #10	40321.03		<u>CARRINGTON MORTGAGE SERVICES, 724 N MARTEESON AVE, WATER OVERPAYMENT</u>	04/14/2016	93.01	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 40321.03:						93.01	.00					
1776	WATER DEPOSIT REFUND #10	60930.01		<u>MARLITA KAYE BEAMAN, 586 W BOISE ST, WATER OVERPAYMENT</u>	04/18/2016	50.85	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 60930.01:						50.85	.00					
1776	WATER DEPOSIT REFUND #10	80020.01		<u>JAY LOWRENCE, 826 W 4TH ST, WATER OVERPAYMENT</u>	04/14/2016	109.30	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 80020.01:						109.30	.00					
1776	WATER DEPOSIT REFUND #10	90100.02		<u>MENDI WARD, 1020 N STRIKE WAY, WATER OVERPAYMENT</u>	04/22/2016	74.28	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 90100.02:						74.28	.00					
1776	WATER DEPOSIT REFUND #10	90470.01		<u>RYAN C BULLIS, 931 W TRINI DR, WATER OVERPAYMENT</u>	04/27/2016	94.43	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 90470.01:						94.43	.00					
1776	WATER DEPOSIT REFUND #10	91330.02		<u>NEW VENTURE PROPERTIES, 1018 N QUARTZITE AVE, WATER OVERPAYMENT</u>	04/20/2016	69.70	.00	99-1075 Utility Cash Clearing	0	4/16		

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 91330.02:						69.70	.00					
1776	WATER DEPOSIT REFUND #10	91540.02		<u>GREGORY PACHMAN, 1292 N PYRITE AVE, WATER OVERPAYMENT</u>	04/07/2016	87.85	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 91540.02:						87.85	.00					
1776	WATER DEPOSIT REFUND #10	91660.01		<u>STEVEN E. HILL, 1209 N FORTY NINER AVE, WATER OVERPAYMENT</u>	04/12/2016	13.01	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 91660.01:						13.01	.00					
1776	WATER DEPOSIT REFUND #10	92320.01A		<u>NICHOLAS KULACK, 1168 W FOOLS GOLD ST, WATER OVERPAYMENT</u>	04/14/2016	77.65	.00	99-1075 Utility Cash Clearing	0	4/16		
Total 92320.01A:						77.65	.00					
Total WATER DEPOSIT REFUND #10:						7,368.84	.00					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0090761-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, SENIOR CENTER</u>	04/26/2016	330.33	.00	01-6025 JANITORIAL	1001	4/16		
Total 0090761-IN:						330.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0090762-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, CITY HALL - ADMIN</u>	04/26/2016	59.46	.00	01-6025 JANITORIAL	0	4/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0090762-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, CITY HALL - P & Z</u>	04/26/2016	21.23	.00	01-6025 JANITORIAL	1003	4/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0090762-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, CITY HALL - WATER</u>	04/26/2016	55.21	.00	20-6025 JANITORIAL	0	4/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 4/15/2016-4/28/2016

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
1499	WESTERN BUILDING MAINTENANCE, INC.	0090762-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, CITY HALL - SEWER</u>	04/26/2016	55.21	.00	<u>21-6025 JANITORIAL</u>	0	4/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0090762-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, CITY HALL - P.I</u>	04/26/2016	21.23	.00	<u>25-6025 JANITORIAL</u>	0	4/16		
Total 0090762-IN:						212.34	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0090763-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, TREATMENT PLANT - WATER</u>	04/26/2016	31.50	.00	<u>20-6025 JANITORIAL</u>	0	4/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0090763-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, TREATMENT PLANT - SEWER</u>	04/26/2016	31.50	.00	<u>21-6025 JANITORIAL</u>	0	4/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0090763-IN		<u>MONTHLY JANITORIAL SERVICES FOR APRIL, TREATMENT PLANT - P.I</u>	04/26/2016	12.00	.00	<u>25-6025 JANITORIAL</u>	0	4/16		
Total 0090763-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						617.67	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	160081		<u>6 DEODORANT BLOCKS, T.SHAFER, JAN.'16 - SEWER</u>	01/18/2016	531.36	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	1/16		
Total 160081:						531.36	.00					
274	WESTERN STATES CHEM	160663		<u>AIR FRESHNER, TOILET BOWL CLEANER, FOAM CLEANER, SKEETER WIPES, AND SPONGES, FOR CLEANING THE PARK BATHROOMS, B.WITHROW, MAR.'16 - PARKS</u>	03/29/2016	892.01	.00	<u>01-6025 JANITORIAL</u>	1004	3/16		
Total 160663:						892.01	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/15/2016-4/28/2016

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 STATES CHEM:						1,423.37	.00					
ZAMZOWS												
66	ZAMZOWS	1026249	4071	PEAT MOSS FOR ROSE BEDS AT WINCHESTER PARK, J.CRUMPTON, APR.'16 - PARKS	04/13/2016	67.96	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/16		
Total 1026249:						67.96	.00					
Total ZAMZOWS:						67.96	.00					
Grand Totals:						361,700.61	78,093.05					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 4/15/2016-4/28/2016

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Report Criteria:

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



CITY OF KUNA
763 W AVALON, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

4ES BAR LLC
POB 831
KUNA ID 83634

Date: 02/24/2016

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1st. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than May 1st for your business to continue to serve or sell spirits.

Please remember that your completed renewal application, copies of your State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM in the Thursday prior to the City Council meeting, if you wish to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:

February 25, 2016
March 10, 2016
March 31, 2016
April 14, 2016

For Review at the Council Meeting on:

March 1, 2016
March 15, 2016
April 15, 2016
April 19, 2016 (last meeting prior to expiration)

You may submit your renewal application with the required documents in person at 763 W Avalon St. or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact use at (208) 922-5546 for any concerns or questions.

All renewal applications must include a copy of the Idaho State License and the Ada County License.

MRS PROPERTIES LLC DBA
Business Name: 4ES BAR LLC

Acct #: 37

Business Address: 379 W MAIN ST

Business Phone: (208) 922-~~4853~~ *5771*

Mailing Address: POB 831 KUNA ID 83634

Business Email:

Business Fax:

Owner Name: ~~JERRY FORREY~~ *Michael Smith*

Owner Phone: (208) ~~830-2741~~ *922-5766*

Owner Address: ~~628 BOISE ST KUNA ID 83634~~ *PO BOX 100 KUNA ID 83634*

State License #: *2469*

State Tax ID:

Billing Information

<u>Description</u>	<u>Amount</u>
Liquor-by-the-Drink	\$ 562.50
On Premise Beer	\$ 200.00
	0
	0

Total License Fee(s) Due: \$ 762.50

Signature: *Michael R. Smith*

Date: *4-21-16*

***** OFFICE USE ONLY *****

Date Fee Paid and Receipt # *04.21.2016 11.000904* License #: *37A*

State of Idaho Idaho State Police

Cycle Tracking Number: 86291
ISLD ID: 7789

Premise Number: 1A-229
Incorporated City:

Retail Alcohol Beverage License

License Year: 2017

License Number: 2469

This is to certify, that **MRS Properties LLC**
doing business as: **4 E'S Bar**

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

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

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

TOTAL FEE: \$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

MRS PROPERTIES LLC
4 E'S BAR
PO BOX 100
KUNA, ID 83634
Mailing Address

License Valid: 05/01/2016 - 04/30/2017

Expires: 04/30/2017


Director of Idaho State Police



2016-2017

RETAIL ALCOHOL BEVERAGE LICENSE
ADA COUNTY, IDAHO
STATE OF IDAHO

2017617

This is to certify, that MRS Properties LLC

dba: 4E's Bar

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 379 W Main Street, Kuna, ID 83634



License valid from May 1, 2016 to April 30, 2017

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Liquor	Kuna City	\$187.50

Michael R. Danner
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2016

Christopher D. Rich
Christopher D. Rich, Clerk

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Justin
Chairman



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Telephone (208) 922-5546

Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council

FROM: Chris Engels, City Clerk

RE: Professional Services Agreement for Transportation Alternatives Program (TAP) Grant

DATE: April 29, 2016

The request is to consider Resolution R34-2016 to approve a Professional Services Agreement with JUB Engineers to apply for a TAP grant for Phase 2 of the Downtown Revitalization project.

Phase 1 funding has been applied for and final decisions are forthcoming.

JUB Engineers will provide the city with the necessary design and technical details as well as assistance to apply for the TAP grant.

The funds required to procure JUB Engineers is available through the allocation provided by Council in this fiscal year that was ear marked for Downtown Revitalization and Grant Matches. No additional funds are requested from Council.

Thank you,
Chris Engels

**RESOLUTION NO. R34-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERING, INC. FOR THE DEVELOPMENT OF A TRANSPORTATION ALTERNATIVES PROGRAM APPLICATION FOR PHASE TWO OF THE DOWNTOWN REVITALIZATION PLAN FOR THE CITY OF KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The PROFESSIONAL SERVICES AGREEMENT with JUB Engineering, Inc. for the development of a *Transportation Alternatives Program Application* for phase two of the Downtown Revitalization Plan for the City Of Kuna, Idaho, in substantially the format, as attached hereto as EXHIBIT A is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this ___day of May 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of May 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

KUNA engages *CONTRACTOR* to develop a Transportation Alternatives Program (TAP) application for Phase 2 of the Downtown Revitalization project for the City of Kuna as detailed in "**Exhibit A**" attached hereto.

2. KUNA'S RESPONSIBILITIES:

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

3. CONTRACTOR'S RESPONSIBILITIES:

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit A**.

4. RISK ALLOCATION:

KUNA agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR*'s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or *KUNA*'s contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and payment.

5. PAYMENT:

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount not to exceed the total sum of **\$5,500** for said services rendered for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. RIGHT OF CONTROL:

KUNA agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *KUNA* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

9. LICENSES AND LAW:

CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

10. FRINGE BENEFITS:

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

11. WORKER'S COMPENSATION:

CONTRACTOR shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *KUNA* of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. EFFECTIVE DATE:

This contract shall be completed on or before December 31, 2018.

14. WARRANTY:

CONTRACTOR warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless KUNA, its officers, employees, and KUNA-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR*'s negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.
2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by *CONTRACTOR*'s general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA*'s option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR*'s (or *CONTRACTOR*'s subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which *CONTRACTOR* is not legally liable.

Without limiting *KUNA*'s right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide *CONTRACTOR* thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. *CONTRACTOR* shall immediately provide notice to *KUNA* in such an event.

KUNA is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

KUNA, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with *KUNA*. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR*'s responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, *KUNA* may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
 - B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR's* failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which *CONTRACTOR* may be held responsible for payments of damages to persons or property resulting from *CONTRACTOR's*, or its subcontractor's, negligent performance of the work covered under this Agreement.

16. NON-WAIVER:

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT:

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES:

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement shall be in accordance with state law.

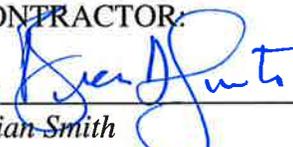
DATED this _____ day of _____, 2016.

KUNA:

_____ *KUNA*

Joe Stear
Mayor

CONTRACTOR:

By  _____

Brian Smith
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave. No. 201
Boise, Idaho 83709

Its _____

Area Manager

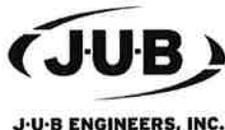
ATTEST:

WITNESS:

Chris Engels
City Clerk

(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney *KUNA*.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY of Kuna
Downtown Revitalization – Phase 2
Grant Writing Services
April 22, 2016**

Exhibit A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and the CITY OF KUNA (CITY) to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The goal of the project is to assist the CITY with preparing a competitive Transportation Alternatives Program (TAP) Grant application for Phase 2 of the Kuna Downtown Revitalization Project.

The primary objective covered by this scope is to produce a TAP application for the CITY of Kuna to submit to the Idaho Transportation Department (ITD).

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. The CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Phase 1 – Grant Writing

This phase includes preparing a TAP application for submittal to ITD.

Task 010 – TAP Application Preparation

J-U-B will complete the following tasks to complete the TAP application by the June 1, 2016 application due date:

- 1) Hold a kick-off meeting with staff.
- 2) COMPASS, ITD District 3, and ACHD Support/Endorsement - Kuna staff will coordinate with COMPASS, ITD District 3, and ACHD and attend meetings, if necessary. J-U-B will prepare the draft application for COMPASS review by May 20, 2016.
- 3) Prepare application forms (listed below) and develop relevant information including a project description, financial readiness, need, safety, economic opportunity, and schedule.



J-U-B will prepare the following TAP application forms:

- 1) Project Estimating Worksheet
- 2) Environmental Screening Form (ITD-0211)
- 3) Right-of-way Certification Form (ITD-1983)
- 4) Site Checklist
- 5) Update Cost Estimate Form (ITD-1150)
- 6) TAP Application Form
- 7) Project Schedule
- 8) Budget

Project Exhibits:

- 1) Site Map (update current concept plan)
- 2) Project Site Photos (update exhibits)

Assumptions:

- 1) City staff will prepare all public hearing / meeting notices, if applicable
- 2) City staff will coordinate with COMPASS and ITD District 3
- 3) City staff will provide all project support letters
- 4) City staff will coordinate meeting dates and schedule items on the agenda
- 5) City staff will facilitate local (and other sources) of matching funds and will provide such information to J-U-B

B. CITY’s Responsibilities/Exclusions from Current Scope - CITY is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B’s Basic Services that may be required for the project, including, but not limited to:

1. Ensure staff availability to review documents and provide active direction and timely decisions in writing pertaining this scope of work
2. Furnish to J-U-B any other available information pertinent to the Project including reports and data relative to this scope of work
3. Furnish to J-U-B any letters of support from community businesses and/or residents as required by the application
4. Furnish J-U-B with any existing planning tools and documents currently in use.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
Grant Writing		
010	Draft TAP Application (for COMPASS, ITD, ACHD Review)	May 20, 2016



Task Number	Task Name	Anticipated Schedule
010	TAP Application, Supporting Forms & Documents	TAP Application Due June 1, 2016

PART 3 - BASIS OF FEE

A. CITY shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:

a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

2. For Time and Materials (T&M) fees:

a. CITY shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's J-U-Bs' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
Grant Writing			
010	TAP Application Preparation and Submittal	Lump Sum	\$5,000
--	Reimburseables (copies, mileage, meeting attendance)	T&M	\$500
			Total: \$5,500

C. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



Memo from the Office of the City Attorney

To: City Council
From: Richard T. Roats
Re: Farm leases

Before Council are two lease extensions for the leasing of two city owned properties- The 3.8 acres adjoining the North Wastewater Treatment Plant and the City's South Sewer Lagoons.

Related to the 3.8 acres, the per acre lease rate was increased to \$175.00. On the Lagoon property, the lease accounts for the Lessee to receive credit, if available, for Idaho Power rebates.

RESOLUTION NO. 33-2016

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT 6950 N. TEN MILE ROAD, MERIDIAN, IDAHO.

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 Real Estate Lease Agreement between the City of Kuna and Big D Ranch Inc. for the lease of the City of Kuna's property located at 6950 N. Ten Mile Road, Meridian, Idaho, consisting of approximately 3.8 acres, as more particularly described in the lease on Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this ____day of May 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of May 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REAL ESTATE LEASE AGREEMENT

This AGREEMENT, is between the City of Kuna, Idaho, (herein referred to as "LESSOR") and Big D, Ranch, Inc., an Idaho Corporation, (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, said property is located at 6950 N. Ten Mile Road, Meridian, Idaho, consisting of approximately 3.8 acres, of which approximately 3.8 acres are farmable acres (Property).
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$175.00/acre per annum or \$665.00 per annum, payable by May of each year. LESSOR shall send out statements in advance of the due date to LESSEE.
3. TERM: TERM: The term of this lease is for the period commencing on October 1, 2015 and terminating on September 30, 2020. If a crop is still in the ground at the expiration of the lease, LESSEE shall be permitted to extend the lease on a month to month term, pro rata until the crop is harvested. A renewal of this lease shall be according to the then negotiated terms.
4. LESSOR'S OBLIGATIONS: LESSOR agrees to the following at its expense:
 - a. To pay all water assessments.
 - b. To pay all property taxes.
 - c. To reimburse LESSEE for any crop losses caused by future development of the property by LESSOR.
5. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:
 - a. To exercise usual and customary farming practices and pay for all farming expenses.
 - b. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.
 - c. To use diligence and follow approved practices in preventing the noxious weeds from going to seed on the farm.
 - d. To cooperate with LESSOR when recreational or water re-use activity begins.
6. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be used for recreational use or as a wastewater land application site and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon the Property and terminate the lease early and the payment of the value of the

REAL ESTATE LEASE AGREEMENT

crops growing upon the property shall be considered the liquidated damages for the early termination of the lease.

7. **WARRANTIES:** There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.
8. **INSURANCE:** LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be \$2,000,000.00 general aggregate and \$1,000,000.00 each occurrence.
9. **ALTERATIONS AND IMPROVEMENTS:** No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.
10. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
11. **INDEMNIFICATION:** LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.
12. **RENEGOTIATION OF LEASE TERMS:** Either party may request in writing, a renegotiation of the lease terms on or July 31 of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the LESSOR may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.
13. **TIME OF ESSENCE AND DEFAULT:** Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

REAL ESTATE LEASE AGREEMENT

14. **RENEWALS:** LESSEE shall have the first right to renew this lease for additional two (2) year periods, subject to the provisions of paragraph 12, by giving written notice of renewal at least ninety (90) days before September 30 of the year in which the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.
15. **ASSIGNMENT OR SUBLETTING PROHIBITED:** LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.
16. **USE OF PROPERTY:** LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.
17. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
18. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
19. **SERVICE OF NOTICES:** Any notice may be served upon LESSOR by certified mail to LESSOR at:

City of Kuna, Idaho
c/o Gordon N. Law
Post Office Box 13
Kuna, Idaho 83634;

And any notice may be served upon LESSEE by certified mail to LESSEE at:

Big D Ranch, Inc.
c/o Richard Durrant
7590 S. Ten Mile Road
Meridian, Idaho 8362-7124

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

REAL ESTATE LEASE AGREEMENT

DATED this _____ day of _____, 2016.

LESSOR:

LESSEE:

By Reed Duns

City of Kuna, Idaho

Big D Ranch, Inc.

By _____

Its Reed Duns

Joe Stear, Mayor

President

WITNESS:

ATTEST:

[Signature]

City Clerk

Form and content approved by [Signature] as attorney for the City of Kuna, Idaho.



Memo from the Office of the City Attorney

To: City Council
From: Richard T. Roats
Re: Farm leases

Before Council are two lease extensions for the leasing of two city owned properties- The 3.8 acres adjoining the North Wastewater Treatment Plant and the City's South Sewer Lagoons.

Related to the 3.8 acres, the per acre lease rate was increased to \$175.00. On the Lagoon property, the lease accounts for the Lessee to receive credit, if available, for Idaho Power rebates.

**RESOLUTION NO. R35-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH SILVER BUTTE HOLSTEINS, INC. FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

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 Real Estate Lease Agreement between the City of Kuna and Silver Butte Holsteins, Inc. for the lease of the City of Kuna's property located at Swan Falls Road, Kuna, Idaho, as attached hereto and made a part hereof, as Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this ____ day of May 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of may 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REAL ESTATE LEASE AGREEMENT

This AGREEMENT, is between the City of Kuna, Idaho, (herein referred to as "LESSOR") and Silver Butte Holsteins, Inc., an Idaho Corporation and Jeff Beus (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, consisting of approximately 400 farmable acres (Property). The parties acknowledge that said Property is located south of Kuna Mora Road and situated on both sides of Swan Falls Road, in Kuna, Ada County, Idaho.
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$60,000.00, payable in twelve (12) equal monthly installments of \$5,000.00, due and payable by the 10th day of each month. LESSOR shall send out monthly statements in advance of the 10th of each month to LESSEE.
3. TERM: TERM: The term of this lease is for the period commencing on October 1, 2015 and terminating on September 30, 2016; if this lease is renewed, as provided for herein, the renewal term shall be twelve (12) months, commencing on October 1, of each year, and ending on September 30, of the following year, and any subsequent renewal terms, under the following conditions:
4. LESSOR'S OBLIGATIONS: LESSOR agrees to the following at its expense:
 - a. To provide the treated wastewater effluent to be used as irrigation water on the property.
 - b. To pay Idaho Power for the electricity to operate the pump used to pump the treated wastewater effluent from the lagoon and used as irrigation water on the property; however, LESSEE shall indirectly reimburse LESSOR for the electrical cost as factored into the LEASE payment. LESSEE shall also pay for the electricity to operate the well pumps.
 - c. LESSEE shall provide credit to LESSOR for any credit or rebate LESSEE receives from Idaho Power Company for the Agricultural Peak Rewards Program, if offered by Idaho Power Company, and LESSEE is in compliance as provided for in paragraph 5g.
 - d. To provide perimeter weed control and rodent pest control measures, if needed.
 - e. To timely review and respond to all LESSEE requests to apply commercial fertilizer or manure.
 - f. To provide parts necessary for maintenance and repair of the irrigation lines.
5. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:

REAL ESTATE LEASE AGREEMENT

- a. To provide all equipment, materials, labor or other items necessary to plant, cultivate, grow, and harvest alfalfa, grain or other crops, not detrimental to the primary purpose of the Property which is to provide for a wastewater land application site upon the Property, as further described in paragraph 6.
 - b. To weigh all harvested crops as they are harvested.
 - c. To not apply any nitrogen or phosphorus based fertilizers or manure to Property without LESSOR's approval.
 - d. To provide LESSOR with TKN, NO₃, NO₂, Total Phosphorus, moisture content and tonnage for any manure to be applied to Property.
 - e. To provide LESSOR with TKN, NO₃, NO₂, Total Phosphorus, moisture content and tonnage of harvested crops by field and by cutting.
 - f. To provide LESSOR with the sources and amount of water from each source applied to each field on a daily basis.
 - g. To provide LESSOR with any necessary information regarding LESSEE's application and compliance with the Idaho Power Company's Agricultural Peak Rewards Program. LESSEE shall only be entitled to the credit that LESSOR actually receives.
6. **ADDITIONAL TERMS:** LESSEE acknowledges and agrees that the Property is subject to certain terms as contained in the Idaho Wastewater Land Application Permit LA-000060-04 and said terms are fully incorporated herein, and LESSEE has reviewed a copy of said permit and agrees to fully comply with its terms and conditions. LESSEE further acknowledges and agrees that the Property is first and foremost a wastewater land application site and that such use shall be given priority over any farming operation on the Property. LESSOR agrees, as reasonably practical, to protect the LESSEE's crops growing upon the Property, but LESSOR reserves the right to destroy crops or otherwise interfere with LESSEE's farming operation if necessary to maintain, operate or repair LESSOR's wastewater treatment and application facilities on the Property or to comply with any terms and conditions of LESSOR's Wastewater Land Application Permit.
7. **REIMBURSEMENTS- END OF LEASE:** In the event that this lease is not renewed by LESSOR, for any reason other than a requested rent increase or decrease, LESSEE shall be entitled to reimbursement for existing viable alfalfa for the cost of planting alfalfa. Alfalfa is presumed to be viable for four (4) cropping seasons following its' planting. The cost of planting shall be limited to reasonable equipment cost for up to two (2) discing passes, one (1) conditioning pass and one (1) drill pass, plus the cost of seed. The costs reimbursable shall be limited to 25% of planting cost per viable year remaining. No reimbursement is to be provided after the fourth (4th) year of viability.

REAL ESTATE LEASE AGREEMENT

8. REIMBURSEMENTS- BREACH OF LEASE: In the event LESSEE breaches any of the terms of this lease, including non-payment of the lease amounts, or untimely payments of the lease amounts or the performance or non-performance of farming operations in a manner to cause LESSOR to violate the terms and conditions of its Wastewater Land Application Permit, LESSOR may terminate this lease, assume operations being performed by LESSEE upon the Property and shall not be liable for payment for reimbursements as provided in paragraph 7 or any other reimbursement payment sought by LESSEE.
9. WARRANTIES: There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.
10. INSURANCE: LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be \$2,000,000.00 general aggregate and \$1,000,000.00 each occurrence.
11. ALTERATIONS AND IMPROVEMENTS: No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.
12. ENTRY BY LESSOR: LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
13. INDEMNIFICATION: LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.
14. RENEGOTIATION OF LEASE TERMS: The parties to this lease agree that regulatory conditions are not fixed. Either party may request in writing, a renegotiation of the lease terms on or July 31 of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease.
15. TIME OF ESSENCE AND DEFAULT: Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10)

REAL ESTATE LEASE AGREEMENT

days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

16. RENEWALS: LESSEE shall have the right to renew this lease for additional one (1) year periods by giving written notice of renewal at least ninety (90) days before September 30 of each year. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.
17. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.
18. USE OF PROPERTY: LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.
19. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
20. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
21. SERVICE OF NOTICES: Any notice may be served upon LESSOR by certified mail to LESSOR at:

City of Kuna, Idaho
c/o Gordon N. Law
Post Office Box 13
Kuna, Idaho 83634;

And any notice may be served upon LESSEE by certified mail to LESSEE at:

Silver Butte Holsteins, Inc.
c/o Jeffrey Beus
1629 W. Beus Road
Kuna, Idaho 83634

REAL ESTATE LEASE AGREEMENT

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

DATED this _____ day of _____, 2016.

LESSOR:

LESSEE:

By _____

By Jeffrey Beus

Joe Stear

Silver Butte Holsteins, Inc.

City of Kuna, Idaho

Its Jeffrey Beus
President

Its _____

Mayor

WITNESS:



ATTEST:

Clerk of _____



Memo from the Office of the City Attorney

To: City Council
From: Richard T. Roats
Re: Utility Easements

Before Council is an amended utility easement, and the original easement. The developer of the property to the south of the property granting the easement prepared the original easement and recorded it with the County prior to having the City review the document. Upon review, there were several significant concerns that the City had with the original easement. The developer then prepared the amended easement to address the City's concerns, which after a review by the City, was recorded.

It is recommended that Council pass the resolution accepting the AMENDED UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- Ada County Recording No. 2016-034421 AND THE UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- Ada County Recording No. 2015-118735.

**RESOLUTION NO. R36-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO ACCEPTING THE AMENDED UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- ADA COUNTY RECORDING NO. 2016-034421 AND THE UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- ADA COUNTY RECORDING NO. 2015-118735.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that THE AMENDED UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- Ada County Recording No. 2016-034421 and the UTILITY EASEMENT AND DEVELOPMENT AGREEMENT- Ada County Recording No. 2015-118735, attached hereto as EXHIBIT A and EXHIBIT B are hereby accepted by the City of Kuna, Idaho as the beneficiary of said utility easements.

PASSED BY THE COUNCIL of Kuna, Idaho this ____day of May 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of May 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



**AMENDED UTILITY EASEMENT AND DEVELOPMENT AGREEMENT
FOR PUBLIC RIGHT OF WAY DEDICATION**

THIS AMENDED AGREEMENT, made by and between Roberta Louise Konzek, a single person, dealing with her sole and separate property, hereinafter referred to as ("First Party") and New Horizon Construction LLC., an Idaho limited liability company by and through its managing member, Thomas G. Maile IV., referred to as ("Second Party");

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereto, for themselves, their heirs, successors, and assigns, do hereby agree as follows:

1. The Parties acknowledge that on December 30, 2015, the parties entered into the agreement captioned Utility Easement and Development Agreement for Public Right of Way Dedication, which was recorded on December 31, 2015, with the Ada County Recorder's Office, Ada County, State of Idaho, bearing instrument number, 2015-118735 (hereinafter referred to as original agreement). This amended agreement incorporates all terms and conditions of said instrument, which are consistent herein.

2. The parties desire to have installed a pressurized irrigation system to service both properties of the respective parties from the northwest corner of the First Party's property, south across the First Party real property to the SW corner of the real property owned by the First Party with a width of no more than ten (10) feet easement area. The original Agreement contained an incorrect location in the Recital portion of the agreement, which is corrected herein.

3. Second Party, its assigns, transferees, agents, grantees, etc., shall construct and incur

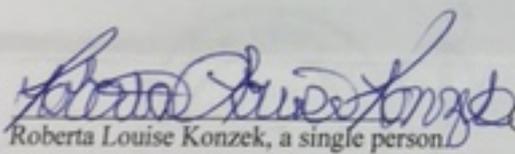
all expenses of construction, and engineering for the construction of a pressurized irrigation pipe. The First Party shall be solely responsible for any governmental fees associated with the connection to the system at such time First Party commences development of First Party's real property. The construction of the buried pressurized irrigation pipe and the stub out (service connection) shall not extend beyond the ten (10) feet easement area. The Second Party shall bear all construction expense to stub out onto the First Party's real property a pressurized irrigation pipe stub out, for further use by First Party, which stub out shall be located within the easement area.

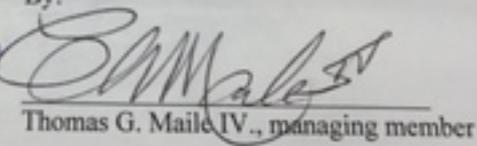
4. Neither party may modify, amend, or alter the terms herein without the express written consent of the other party. The parties agree that all terms and conditions not inconsistent herein, contained in the original agreement above referenced are incorporated by reference herein as if set forth in full herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 22 day of April, 2016.

New Horizon Construction LLC., an Idaho limited liability company.

By:


Roberta Louise Konzek, a single person


Thomas G. Maile IV., managing member

STATE OF IDAHO)
) ss.



**UTILITY EASEMENT AND DEVELOPMENT AGREEMENT
FOR PUBLIC RIGHT OF WAY DEDICATION**

THIS AGREEMENT, made by and between Roberta Louise Konzek, a single person, dealing with her sole and separate property, hereinafter referred to as ("First Party") and New Horizon Construction LLC., an Idaho limited liability company by and through its managing member, Thomas G. Maile IV., referred to as ("Second Party");

For, and in consideration of, the following promises, covenants and warranties, and the other consideration hereinafter set forth, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

WITNESSETH

WHEREAS, the parties have an interest in adjoining real property situated in the County of Ada, State of Idaho. That First Party owns the real property described in Exhibit "A" annexed hereto and incorporated by reference as if set forth in full herein. That the Second Party owns the real property described in Exhibit "B" annexed hereto and incorporated by reference as if set forth in full herein;

WHEREAS, The parties desire to have installed a pressurized irrigation system to service both properties of the respective parties from the existing point on Kuna Road a.k.a. Avalon Street, west along the right of way of the highway for no more than ten (10) feet, together with a strip along the NW corner of the real property owned by the First Party to the SE corner of the real property owned by the First Party;

WHEREAS, the Second party, as well as the City of Kuna further requires a ten (10) foot easement for utilities, across the property owned by the First Party for installation of a pressurized irrigation pipe for the purpose of development of the real property owned by the Second Party;

WHEREAS, the parties hereto contemplate that such pressurized irrigation system and piping shall be eventually constructed and dedicated to public use as may be required by the City of Kuna, irrigation districts and/or any other governmental agencies;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereto, for themselves, their heirs, successors, and assigns, do hereby agree

as follows:

1. The Second Party, its assigns, transferees, agents, grantees, etc., shall construct and incur all expenses of construction, and engineering for the construction of a pressurized irrigation pipe layout, as required by the City of Kuna extending the municipal pressurized irrigation system to a point within ten (10) feet west of the First Party's NW corner of the real property described in Exhibit "A" which would extend to the First Party's SW corner, to wit: a ten (10) feet continuous easement area parallel with the First Party's western boundary line. The "Second Party" shall be solely responsible to install the pressured irrigation line parallel to the western boundary line within ten (10) feet of said property boundary line contained in Exhibit "A", past the point of the Kuna Road highway right of way to the real property described in Exhibit B" herein. The construction of the buried pressurized irrigation pipe shall not extend beyond the ten (10) feet easement area and Second Party shall install said pipe to be no closer than 10 feet to any existing potable water line which will service Second Party's real property and will attempt to install the irrigation line as close to the First Party's western boundary line as possible.

2. The "First Party" hereby covenants and represents that "First Party" owns the subject property free and clear of any encumbrances and warrants the title to Second Party from the claims of any third parties. The "First Party" hereby grants, conveys and transfers to "Second Party" and "Second Party's" heirs, assigns, grantees, transferees, a utility easement, for the installation of a pressurized irrigation system of sufficient width and depth to satisfy the City of Kuna's developmental standards and/or any other governmental agency, including D.E.Q., for pressured irrigation water to be delivered to the real property owned by Second Party described in Exhibit "B". Second party shall be responsible for the installation of such irrigation piping from the edge of the right of way of Kuna Road across the northern portion of First Party's real property, together with an easement of no more than ten (10) feet along the western boundary of First Party's real property. Said easement shall also extend to allow the Second Party or its' assigns, transferees, grantees, the right to access, maintenance, upkeep, and repair of said pressurized irrigation system, together with any such entity responsible for such maintenance and repair. The easement created by this agreement is superior and paramount to the rights of any of the parties to this agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land, and shall be for the sole benefit and use of parties to this agreement their heirs and assigns, and to the benefit and use of and the parties herein, their heirs, executors, administrators, and assigns. It is further understood and agreed to between the parties that this easement agreement shall inure to the benefit of any governmental agency or irrigation district that will maintain and/or claim ownership to any of the improvements created by "Second Party".

3. The Second Party, its agents, employees, or assigns, will be entitled to access and use of the real property described in Exhibit "A" for purposes of surveying, development, construction, for the constructing the pressurized irrigation system to ensure the dedication of said utilities to the Ada County Highway District and/or any other governmental and/or quasi governmental agency responsible for public ownership and/or maintenance of irrigation system to be located as described

in Exhibit "A"

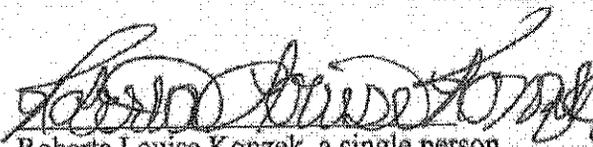
4. The Second Party shall bear all expense to stub out under the First Party's real property a pressurized irrigation pipe for further use by First Party, which stub out shall be located in the southwestern portion of First Party's real property immediately outside the proposed easement area.

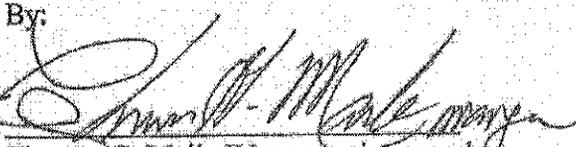
5. This Agreement shall be binding on, and inure to the benefit of, the heirs, assigns, transferees, successors in interest and personal representatives of the parties.

6. Neither party may modify, amend, or alter the terms herein without the express written consent of the other party, and neither party will alter or amend the terms herein, without first obtaining the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 30 day of December, 2015.

New Horizon Construction LLC., an Idaho limited liability company.


Roberta Louise Konzek, a single person.

By: 
Thomas G. Maile IV., managing member

STATE OF IDAHO)
) ss.
County of Ada)

On this 30 day of December, 2015, before me, a Notary Public in and for said State, personally appeared Roberta Louise Konzek, a single person, known to me as 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 first above written.

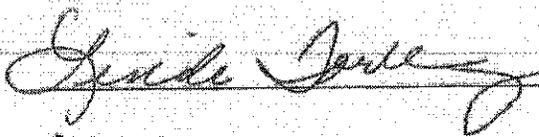




EXHIBIT "A"

The North 270 feet of the West 85 feet of lot 1 in the Northwest Quarter of Section 25, Township 2 North, Range 1 West, Boise Meridian, Ada County Idaho, according to the map of Avalon Orchard Tracts, according to the official plat thereof, filed in Book 4 of Plats at Page 189, records of Ada County, Idaho.

Excepting therefrom a strip of land 8 feet in width along the entire North side of Lot1, to the State of Idaho for highway purposes, as described in Book 191 of Deed at Page 500, of official records.

And Further Excepting that portion conveyed to the State of Idaho for public right-of-way by Warranty Deed recorded December 4, 1997, as Instrument No. 97100975 of official records.

EXHIBIT "B"

LEGAL DESCRIPTION

COMMENCING at a found aluminum monument marking the Northeast corner of Section 25, thence along the section line common to Sections 24 and 25
North 89 degrees 14'00" West a distance of 1,342.64 feet to a point on the center line of State Highway 69 (Kuna Road) and the center line of South Sailor Place; thence
South 00 degrees 53'12" East a distance of 285.02 feet to a point on the center line of South Sailor Place; thence
North 89 degrees 14'00" West a distance of 20.01 feet to a point on the Westerly right-of-way of said South Sailor Place, a 5/8 iron pin and cap marked "RAJ 943", the POINT OF BEGINNING; thence continuing
North 89 degrees 14'00" West a distance of 106.04 feet to a 5/8 inch iron pin and cap marked "RAJ 943"; thence
South 00 degrees 53'12" East a distance of 25.00 feet to a 5/8 iron pin and cap marked "RAJ 943"; thence
North 89 degrees 14'00" West a distance of 451.07 feet to a 5/8 iron pin and cap marked "RAJ 943"; thence
North 00 degrees 56'05" West a distance of 6.90 feet to a 5/8 inch iron pin and cap marked "RAJ 943"; thence
North 89 degrees 14'00" West a distance of 85.04 feet to a 5/8 inch iron pin and cap marked "RAJ 943"; thence
South 00 degrees 56'05" East a distance of 330.28 feet to a found 5/8 inch iron pin and cap marked "LS 946"; thence
South 34 degrees 44'21" East a distance of 37.04 feet to a found 1/2 inch iron pin and cap marked "LS 946"; thence
South 89 degrees 18'42" East a distance of 475.95 feet to a found 1/2 inch iron pin and cap marked "JLH 5359"; thence
North 00 degrees 53'12" West a distance of 150.00 feet to a found 1/2 inch iron pin and cap marked "JLH 5359" thence
South 89 degrees 18'59" East a distance of 145.26 feet to a found 1/2 inch iron pin and cap marked "JLH 5359" on the Westerly right-of-way of South Sailor Place; thence along said right-of-way
North 00 degrees 53'12" West a distance of 227.69 feet to the POINT OF BEGINNING.

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO ADOPTING THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE THAT: SETS FORTH THE SHORT TITLE AND PURPOSE OF THE ORDINANCE; PROVIDES A DEFINITION OF THE CITY'S MUNICIPAL UTILITIES; PROVIDES FOR THE REQUIREMENTS FOR AN APPLICATION FOR UTILITY SERVICES, INCLUDING A THIRD PARTY BILLING AGENT, SECONDARY RECIPIENT FOR UTILITY BILLS, AND FOR A CONSENT TO LIEN PROVISION; PROVIDES FOR A PAYMENT STRUCTURE FOR THE CITY PRESSURIZED IRRIGATION ASSESSMENT; PROVIDES FOR A THE SENIOR DISCOUNT TO BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDES FOR A INDIGENCY DISCOUNT PROCEDURE AFTER HEARING BEFORE CITY COUNCIL; SETS FORTH THE DUE DATE FOR ACCOUNTS ON THE FIFTEENTH (15TH) OF THE MONTH; SETS FORTH THAT ACCOUNTS ARE DELINQUENT IF PAYMENT IS NOT RECEIVED BY THE SIXTEENTH (16TH) OF THE MONTH; PROVIDES FOR A LATE FEE OF FIFTEEN DOLLARS (\$15.00) TO BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE TWENTY-SECOND (22ND) OF THE MONTH; PROVIDES THAT WATER WILL BE SHUTOFF ON THE TUESDAY FOLLOWING THE 15TH OF THE FOLLOWING MONTH THAT PAYMENT WAS DUE; PROVIDES FOR NOTICE OF WATER SHUT OFF TO BE POSTED; PROVIDES THAT WATER WILL BE TURNED ON WITHIN TWENTY-FOUR (24) HOURS EXCLUDING WEEKENDS AND HOLIDAYS AFTER RECEIPT OF PAYMENT AT THE UTILITY BILLING DEPARTMENT; PROVIDES FOR PAYMENT AND HARDSHIP ARRANGEMENTS; PRESERVES THE RIGHT TO SHUT OFF WATER FOR NON PAYMENT OF TRASH AND WATER ACCOUNTS; SETS FORTH COLLECTION PROCEDURES FOR AGED ACCOUNTS; SETS FORTH LANGUAGE ON UTILITY BILLINGS; PROVIDES FOR SECURITY DEPOSITS AND UNCLAIMED DEPOSITS; PROVIDES FOR CRIMINAL PENALTIES; REPEALS THE EXISTING KUNA CITY CHAPTER 7 IN ITS ENTIRETY; PROVIDES FOR A SEVERABILITY CLAUSE; AND PROVIDES AN EFFECTIVE DATE.

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

Section 1: That Title 7, Chapter 7, Kuna City Code, be and the same is hereby adopted as follows:

CHAPTER 7

CITY MUNICIPAL UTILITIES BILLING CODE

SECTION:

- 7-7-1: Short Title and Purpose
- 7-7-2: Definitions
City's Municipal Utilities
- 7-7-3: Applicability

- 7-7-4: Powers and Authority of City
- 7-7-5: Application for Utility Services
- 7-7-6: Contents of Application
- 7-7-6a: Third Party Billing Agent
- 7-7-6b: Secondary Recipient for Utility Bill
- 7-7-6c: Lien for Non-payment of Bills
- 7-7-7: City Pressurized Irrigation System Payments
- 7-7-8: Senior Discount
- 7-7-9: Indigency Discount
- 7-7-10: Payment Due Date
- 7-7-11: Delinquent Accounts
- 7-7-12: Late Fee
- 7-7-13: Account Shut Off-Water Service
- 7-7-14: Account Turn On-Water Service
- 7-7-15: Notice of Shut Off- Water Service
- 7-7-16: Payment Arrangements
- 7-7-17: Hardship Arrangements
- 7-7-18: Non-payment of Account
- 7-7-19: Collection of Aged Accounts
- 7-7-20: Notation on Monthly Billing
- 7-7-21: Security Deposits Required
- 7-7-22: Unclaimed Deposits
- 7-7-23: Criminal Penalties
- 7-7-24: Repeal
- 7-7-25: Severability
- 7-7-26: Effective Date

7-7-1: SHORT TITLE AND PURPOSE:

This chapter shall be known as the *CITY MUNICIPAL UTILITIES BILLING CODE*, and is enacted to provide for the health, safety and welfare of the people of Kuna, Idaho.

7-7-2: DEFINITIONS:

CITY'S MUNICIPAL UTILITIES:

The *Municipal Potable Water System*- that portion of the City's potable water system line upstream from the valve box, inclusive of the City water main and fittings, water service the corporation stop, valve box, meter and meter yoke, as further defined in KCC, Title 7, Chapter 5. The portion of the water service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the waterline downstream from the City's meter.

Municipal Sanitary Sewer system- that portion of the City sewer system line inclusive of the City's sewer main and fittings, as further defined in KCC Title 7, Chapter 6. The portion of the

sewer service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way.

Municipal Pressurized Irrigation system- that portion of the City's pressurized irrigation system line upstream from the valve box, inclusive of the City pressurize irrigation main and fittings, pressurized irrigation service corporation stop, valve box, as further defined in KCC Title 7, Chapter 8. The portion of the pressurized irrigation service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the pressurized irrigation service line downstream from the valve box.

The three (3) systems may be referred to as the City's municipal utilities.

7-7-3: APPLICABILITY:

The provisions of the Chapter apply to all property located within the corporate limits of the City, and special users outside the corporate limits of the City.

7-7-4: POWERS AND AUTHORITY OF CITY:

The City shall be permitted to, at reasonable hours of the day or at any time an emergency exists, enter all properties, premises or buildings to which municipal water or sewer is furnished for the purpose of testing or for any other purpose necessary for the proper administration of the City's municipal utilities in accordance with this Chapter.

The City shall be permitted to enter all private properties through which the City holds an easement for the purpose of, but not limited to, inspection, observation, repair, and maintenance of any portion of the City's municipal utilities located within said easements.

7-7-5: APPLICATION FOR UTILITY SERVICES:

An application shall be required for all new accounts for all property owners or entities receiving City municipal utilities as provided for by this Chapter, or for those accounts to be updated as determined necessary by the City Utility Billing department.

The application shall be provided to the new account owner at the Title Company where the purchase is to close, and the application shall be completed prior to or at the time of closing. At closing, the Title Company shall provide via electronic transmission, a copy of the Deed and the completed application.

7-7-6: CONTENTS OF APPLICATION:

The application for City municipal utilities service shall contain the name of the real property owner (account owner) and any agent of the property owner (property management company); the physical address of the real property; complete mailing address for billing statements; e-mail

address; alternate address and phone number; the day time and evening telephone numbers; and if the real property is owner occupied or a rental unit.

The application shall also contain a contract that includes a provision executed by the owner of the real property or the legally authorized agent, agreeing to: pay for the utility service applied for, at the rate, at the times, and in the manner specified in this title; that the City is acknowledged by him/her to reserve the right to charge and collect such rates; to impose and enforce the penalties provided for in this title; to change the rate at any time without notice to the user; and to install such meters or other devices as may be necessary to control and measure the utility service supplied. Said contract shall also specifically provide that the City shall not be held responsible for any damage by water or otherwise resulting from failure of the plumbing or appliances on the premises supplied with water, nor for any damage caused by the interruption or failure of such supply, nor shall such failure or interruption be held to constitute a breach of contract on the part of the City, nor in any way release the user from the performance of all of his/her obligations as therein set forth. No application for utility service shall be granted, or if inadvertently granted, shall be continued, until the contract(s) as provided for herein have been properly executed.

New Construction: For utility service for new construction, the application shall include the location, type of building, and uses therein, the purpose for which the services are to be used, number of persons to be supplied or other indication for probable consumption, the number of EDUs, as calculated by City staff. As part of the application process, the applicant shall furnish a set of floor plans showing all water and sewer uses and, where permissible, a site plan if the water is to be used for irrigation. If the application is approved, the public works department may authorize the extension, at the expense of the applicant, and at no expense to the City, the service pipe and meter tile, meter yoke, meter tile lid, curb stop and any other fittings that are necessary to install service to the inside line of the curb or back edge of sidewalk at the point for supplying the applicant.

Existing Water Service: For utility service for a property that has previous utility service, if the property is sold or otherwise transferred, the new owner of the property shall make application to the City Utility Billing department and shall execute all forms and other documents required by the City in order to receive service.

7-7-6a: THIRD PARTY BILLING AGENT:

An account owner may appoint an agent (property management company) to receive billings. The contract appointing the agent shall require that the signature of the account owner of the property is subscribed and sworn.

7-7-6b: SECONDARY RECIPIENT OF BILLS:

If the property is to be non-owner occupied, the appointed agent and the tenant may receive a duplicate of the bill for City utility services by email address, as set up by the account owner through the City's contracted bill paying company. In the event such an account becomes delinquent, the City Utility Billing Department shall send and/or transmit a delinquency notice printed on the next utility statement to both the account owner and the third party billing

recipient and tenant at the addresses contained in the agreements as provided by the applicant. The third party billing agreement shall also provide that the owner of the real property remains financially responsible for charges assessed to the account, and further, that all unpaid charges together with fees, costs and interest, shall constitute a lien against the real property, as provided for in this chapter.

The City shall have the right to request from each account owner the current account information, including name of property owner, if the property is owner occupied or a rental, billing address, telephone number and email address.

7-7-6c: LIEN:

The application shall also contain a contract provision providing that the owner of the property contracting with the City expressly gives consent to the placement of a lien upon the property in the event charges for utility services become delinquent and unpaid and said lien shall be recorded with the Ada County Recorder's Office. The contract shall require that the signature of the account owner of the property is subscribed and sworn. The lien shall be for the total amount due, plus interest and an administrative fee, as set by resolution of the City Council, to reimburse the City its administrative expenses.

7-7-7: CITY PRESSURIZED IRRIGATION SYSTEM PAYMENTS:

All account owners agree that the City may pro rate the municipal irrigation assessment on the monthly bill in nine (9) equal payments with the first payment being billed in October and the last payment being billed in June. If a new account is established after October, then the new account owner shall pay any past month(s), so his/her account is then current. In addition, the account holder agrees that if their property is part of a subdivision that has HOA common lot or lots that receive a separate municipal irrigation assessment, the account owner agrees to pay a fractional share of the HOA assessment if the HOA association fails to pay the same before May 31st.

7-7-8: ACCOUNT DISCOUNT:

All account owners who 1) reside at the property as the primary residents, and 2) have reached the age of sixty-five (65) years of age: may receive a discount off the potable water and trash portion of the bill as established by resolution of the City Council.

7-7-9: INDIGENCY DISCOUNT:

If an account owner or tenant is experiencing a financial hardship where he/she unable to pay their bill in full, may apply for a partial or full payment from the City's indigency fund in an amount to be determined by the City Council during a closed hearing.

7-7-10: PAYMENT DUE DATE:

On or about the 1st day of each month, the utility billing department shall cause to be mailed or transmitted to each utility account owner, a statement of the amount due for water, sewer, irrigation, trash collection, and other charges for the preceding month; said amount is due and payable to the utility billing department on or before the fifteenth (15th) day of each month.

7-7-11: DELINQUENT ACCOUNTS:

All utility bills are considered delinquent if not paid to the City before the 16th day of each month.

7-7-12: LATE FEE:

If the utility bill is not paid in full by the 22nd of each month, the City shall charge a late fee of fifteen dollars (\$15.00) for each account with a balance greater than fifteen dollars (\$15.00). This late fee shall be added to the utility bill, which shall also advise the account owner that if the total amount due is not paid in full, the water will be shut off on the Tuesday following the 15th, in the month they receive the shut off notice.

7-7-13: ACCOUNT SHUT OFF-WATER SERVICE:

Effective thirty (30) days after the effective date of this Ordinance, if a City utility account is not paid by the 15th of the month following the month the bill was due, the water will be shut off.

7-7-14: ACCOUNT TURN ON-WATER SERVICE:

When water has been turned off because of non-payment of the City utility account, the water shall not be turned on until the account is paid in full to the City's utility billing office. Upon receipt of payment, the City's Utility Billing Department will contact the appropriate department to turn the water on. The services shall be turned on within twenty-four (24) hours of receipt of payment excluding weekends and holidays. There shall also be an administrative fee of fifty dollars (\$50.00) added to the next bill.

7-7-15: NOTICE OF SHUT OFF-WATER SERVICE:

If an account has been shutoff for non-payment pursuant to the terms of this Chapter, the City shall place on the door knob, latch or other conspicuous location at the serviced premises notice that the utility service has been shutoff.

7-7-16: PAYMENT ARRANGEMENTS:

If, prior to the 16th of the month, the account owner or tenant is unable to make payment in full when due, he/she shall contact the City Utility Billing Clerk and make payment arrangements. All payment arrangements must be for an extension period less than thirty (30) days of the original due date.

Any failure to make a payment as per the agreement shall result in immediate shut off of the water and the city will no longer accept payment arrangements to be made on account.

7-7-17: HARDSHIP ARRANGEMENTS:

If, prior to the 16th of the month, an account owner or tenant is unable to make payment in full when due, said person shall contact the City Utility Billing Clerk and make payment arrangements for a hardship payment plan, which shall be in writing in the form of a promissory note, signed by the account owner and/or appointed agent and tenant (if property is a rental) and the authorized designee from the City.

In no event shall a hardship payment plan agreement provide a payment term of greater than sixty (60) days past the original due.

Any failure to make a payment as per the agreement shall result in immediate shut off of the water, imposition of late fees and interest, and the city will no longer accept hardship or payment plan arrangements to be made on account.

A person is limited to one (1) hardship agreement for each calendar year, and is only eligible if the account owner has not received a shut off notice in the preceding twelve (12) months.

7-7-18: NONPAYMENT OF ACCOUNT:

Nothing in this chapter shall be construed as modifying or repealing the right or obligation of the City to discontinue water service for nonpayment of trash and municipal utility charges.

7-7-19: COLLECTION OF AGED ACCOUNT:

On a monthly basis, the City Billing Clerk shall submit to the City Engineer, City Attorney and City Treasurer, a listing of all the accounts and amounts that are sixty (60) and ninety (90) days delinquent. On accounts that are more than ninety (90) days delinquent, the City Attorney is authorized to record a lien against the properties, if the provisions of this chapter have been complied with, and/or the City Attorney or City Treasurer is authorized to send the accounts to a Collection Agency, as approved by the City.

If an account is more than ninety (90) days past due, two (2) or more times within any twelve (12) month period of time, the City reserves the right to report the account owner's delinquency to the credit reporting agencies.

The City shall also create a list of all persons that are delinquent more than ninety (90) days.

7-7-20: NOTATION ON MONTHLY BILLING STATEMENTS:

On all monthly utility billing statements the following notation shall appear:

Interest shall accrue at the rate of 1 1/2%/month (18% annually), which shall be added to any utility bill not paid within ninety (90) days past the due date thereof.

7-7-21: **SECURITY DEPOSIT REQUIRED:** Security Deposit: Upon application for service, the City shall require all account owners to pay a refundable deposit to the City in the amount of \$100.00 for each real property to be served. The deposit shall be held for the term of the account and it is non-transferable. Upon closing of an account, the deposit shall be used to pay any balance on the account and the remaining funds will be returned to the account holder.

7-7-22: **UNCLAIMED DEPOSITS:**

All deposits held, pursuant to this Chapter, by the City of Kuna, where the City of Kuna is unable to locate the account owner or tenant of the property, shall be processed in accordance with state law.

7-7-23: **CRIMINAL PENALTIES:**

Illegal Connections:

It shall be unlawful for any person to make or cause to be made any connection with the municipal utility system, or to introduce or cause to be introduced water from the municipal potable water system or pressurized irrigation system into any connection made therewith unless a permit has been first duly issued for such purpose by the building inspection in compliance and conformity with the provision of this Chapter and the rules and regulations of the City that are now or may hereafter be establish therefor; or to cause a connection to become in noncompliance with the provision of this article and the rules and regulation of the City that are now or may hereafter be established; or to interfere with or injure any hydrant, pipe connection, meter or any property of the municipal water system.

Illegal restoration:

It shall be unlawful for any person, who having had the water turned off from a City property being provided municipal utilities service, to turn on, or have another person, turn the municipal water on. Only a City employee may turn on the municipal water after payment in full has been made.

False Representation:

It shall be unlawful for any person who is not the legal owner of the real property, receiving or requesting municipal Utility services for such real property, to represent upon an application for utility services or contract that such person is the legal owner of the real property for which utility service is being requested; nor shall a person make any other false representation for the purpose of receiving such services.

A violation of this section shall be considered a misdemeanor punishable by the provisions of KCC 1-4-1.

7-7-24: REPEAL:

This Ordinance shall repeal Kuna City Code Title 7, Chapter 7 in its entirety, which shall be replaced with this Ordinance in its entirety.

7-7-25: 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.

7-7-26: EFFECTIVE DATE:

This ordinance shall become effective July 1, 2016.

ADOPTED this ___ day of _____, 2016.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO ADOPTING THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE THAT: SETS FORTH THE SHORT TITLE AND PURPOSE OF THE ORDINANCE; PROVIDES A DEFINITION OF THE CITY'S MUNICIPAL UTILITIES; PROVIDES FOR THE REQUIREMENTS FOR AN APPLICATION FOR UTILITY SERVICES, INCLUDING A THIRD PARTY BILLING AGENT, SECONDARY RECIPIENT FOR UTILITY BILLS, AND FOR A CONSENT TO LIEN PROVISION; PROVIDES FOR A PAYMENT STRUCTURE FOR THE CITY PRESSURIZED IRRIGATION ASSESSMENT; PROVIDES FOR A THE SENIOR DISCOUNT TO BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDES FOR A INDIGENCY DISCOUNT PROCEDURE AFTER HEARING BEFORE CITY COUNCIL; SETS FORTH THE DUE DATE FOR ACCOUNTS ON THE FIFTEENTH (15TH) OF THE MONTH; SETS FORTH THAT ACCOUNTS ARE DELINQUENT IF PAYMENT IS NOT RECEIVED BY THE SIXTEENTH (16TH) OF THE MONTH; PROVIDES FOR A LATE FEE OF FIFTEEN DOLLARS (\$15.00) TO BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE TWENTY-SECOND (22ND) OF THE MONTH; PROVIDES THAT WATER WILL BE SHUTOFF ON THE TUESDAY FOLLOWING THE 15TH OF THE FOLLOWING MONTH THAT PAYMENT WAS DUE; PROVIDES FOR NOTICE OF WATER SHUT OFF TO BE POSTED; PROVIDES THAT WATER WILL BE TURNED ON WITHIN TWENTY-FOUR (24) HOURS EXCLUDING WEEKENDS AND HOLIDAYS AFTER RECEIPT OF PAYMENT AT THE UTILITY BILLING DEPARTMENT; PROVIDES FOR PAYMENT AND HARDSHIP ARRANGEMENTS; PRESERVES THE RIGHT TO SHUT OFF WATER FOR NON PAYMENT OF TRASH AND WATER ACCOUNTS; SETS FORTH COLLECTION PROCEDURES FOR AGED ACCOUNTS; SETS FORTH LANGUAGE ON UTILITY BILLINGS; PROVIDES FOR SECURITY DEPOSITS AND UNCLAIMED DEPOSITS; PROVIDES FOR CRIMINAL PENALTIES; REPEALS THE EXISTING KUNA CITY CHAPTER 7 IN ITS ENTIRETY; PROVIDES FOR A SEVERABILITY CLAUSE; AND PROVIDES AN EFFECTIVE DATE.

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

Section 1: That Title 7, Chapter 7, Kuna City Code, be and the same is hereby adopted as follows:

CHAPTER 7

CITY MUNICIPAL UTILITIES BILLING CODE

SECTION :

7-7-1: Short Title and Purpose

- 7-7-2: Definitions
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- 7-7-14: Account Turn On-Water Service
- 7-7-15: Notice of Shut Off- Water Service
- 7-7-16: Payment Arrangements
- 7-7-17: Hardship Arrangements
- 7-7-18: Non-payment of Account
- 7-7-19: Collection of Aged Accounts
- 7-7-20: Notation on Monthly Billing
- 7-7-21: Security Deposits Required
- 7-7-22: Unclaimed Deposits
- 7-7-23: Criminal Penalties
- 7-7-24: Repeal
- 7-7-25: Severability
- 7-7-26: Effective Date

7-7-1: SHORT TITLE AND PURPOSE:

This chapter shall be known as the *CITY MUNICIPAL UTILITIES BILLING CODE*, and is enacted to provide for the health, safety and welfare of the people of Kuna, Idaho.

7-7-2: DEFINITIONS:

CITY'S MUNICIPAL UTILITIES:

The *Municipal Potable Water System*- that portion of the City's potable water system line upstream from the valve box, inclusive of the City water main and fittings, water service the corporation stop, valve box, meter and meter yoke, as further defined in KCC, Title 7, Chapter 5. The portion of the water service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the waterline downstream from the City's meter.

Municipal Sanitary Sewer system- that portion of the City sewer system line inclusive of the City's sewer main and fittings, as further defined in KCC Title 7, Chapter 6. The portion of the sewer service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way.

Municipal Pressurized Irrigation system- that portion of the City's pressurized irrigation system line upstream from the valve box, inclusive of the City pressurize irrigation main and fittings, pressurized irrigation service corporation stop, valve box, as further defined in KCC Title 7, Chapter 8. The portion of the pressurized irrigation service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the pressurized irrigation service line downstream from the valve box.

The three (3) systems may be referred to as the City's municipal utilities.

7-7-3: **APPLICABILITY:**

The provisions of the Chapter apply to all property located within the corporate limits of the City, and special users outside the corporate limits of the City.

7-7-4: **POWERS AND AUTHORITY OF CITY:**

The City shall be permitted to, at reasonable hours of the day or at any time an emergency exists, enter all properties, premises or buildings to which municipal water or sewer is furnished for the purpose of testing or for any other purpose necessary for the proper administration of the City's municipal utilities in accordance with this Chapter.

The City shall be permitted to enter all private properties through which the City holds an easement for the purpose of, but not limited to, inspection, observation, repair, and maintenance of any portion of the City's municipal utilities located within said easements.

7-7-5: **APPLICATION FOR UTILITY SERVICES:**

An application shall be required for all new accounts for all property owners or entities receiving City municipal utilities as provided for by this Chapter, or for those accounts to be updated as determined necessary by the City Utility Billing department.

The application shall be provided to the new account owner at the Title Company where the purchase is to close, and the application shall be completed prior to or at the time of closing. At closing, the Title Company shall provide via electronic transmission, a copy of the Deed and the completed application.

7-7-6: **CONTENTS OF APPLICATION:**

The application for City municipal utilities service shall contain the name of the real property owner (account owner) and any agent of the property owner (property management company); the physical address of the real property; complete mailing address for billing statements; e-mail address; alternate address and phone number; the day time and evening telephone numbers; and if the real property is owner occupied or a rental unit.

The application shall also contain a contract that includes a provision executed by the owner of the real property or the legally authorized agent, agreeing to: pay for the utility service applied for, at the rate, at the times, and in the manner specified in this title; that the City is acknowledged by him/her to reserve the right to charge and collect such rates; to impose and enforce the penalties provided for in this title; to change the rate at any time without notice to the user; and to install such meters or other devices as may be necessary to control and measure the utility service supplied. Said contract shall also specifically provide that the City shall not be held responsible for any damage by water or otherwise resulting from failure of the plumbing or appliances on the premises supplied with water, nor for any damage caused by the interruption or failure of such supply, nor shall such failure or interruption be held to constitute a breach of contract on the part of the City, nor in any way release the user from the performance of all of his/her obligations as therein set forth. No application for utility service shall be granted, or if inadvertently granted, shall be continued, until the contract(s) as provided for herein have been properly executed.

New Construction: For utility service for new construction, the application shall include the location, type of building, and uses therein, the purpose for which the services are to be used, number of persons to be supplied or other indication for probable consumption, the number of EDUs, as calculated by City staff. As part of the application process, the applicant shall furnish a set of floor plans showing all water and sewer uses and, where permissible, a site plan if the water is to be used for irrigation. If the application is approved, the public works department may authorize the extension, at the expense of the applicant, and at no expense to the City, the service pipe and meter tile, meter yoke, meter tile lid, curb stop and any other fittings that are necessary to install service to the inside line of the curb or back edge of sidewalk at the point for supplying the applicant.

Existing Water Service: For utility service for a property that has previous utility service, if the property is sold or otherwise transferred, the new owner of the property shall make application to the City Utility Billing department and shall execute all forms and other documents required by the City in order to receive service.

7-7-6a: **THIRD PARTY BILLING AGENT:**

An account owner may appoint an agent (property management company) to receive billings. The contract appointing the agent shall require that the signature of the account owner of the property is subscribed and sworn.

7-7-6b: **SECONDARY RECIPIENT OF BILLS:**

If the property is to be non-owner occupied, the appointed agent and the tenant may receive a duplicate of the bill for City utility services by email address, as set up by the account owner through the City's contracted bill paying company. In the event such an account becomes delinquent, the City Utility Billing Department shall send and/or transmit a delinquency notice printed on the next utility statement to both the account owner and the third party billing recipient and tenant at the addresses contained in the agreements as provided by the applicant. The third party billing agreement shall also provide that the owner of the real property remains financially responsible for charges assessed to the account, and further, that all unpaid charges together with fees, costs and interest, shall constitute a lien against the real property, as provided for in this chapter.

The City shall have the right to request from each account owner the current account information, including name of property owner, if the property is owner occupied or a rental, billing address, telephone number and email address.

7-7-6c: LIEN:

The application shall also contain a contract provision providing that the owner of the property contracting with the City expressly gives consent to the placement of a lien upon the property in the event charges for utility services become delinquent and unpaid and said lien shall be recorded with the Ada County Recorder's Office. The contract shall require that the signature of the account owner of the property is subscribed and sworn. The lien shall be for the total amount due, plus interest and an administrative fee, as set by resolution of the City Council, to reimburse the City its administrative expenses.

7-7-7: CITY PRESSURIZED IRRIGATION SYSTEM PAYMENTS:

All account owners agree that the City may pro rate the municipal irrigation assessment on the monthly bill in nine (9) equal payments with the first payment being billed in October and the last payment being billed in June. If a new account is established after October, then the new account owner shall pay any past month(s), so his/her account is then current. In addition, the account holder agrees that if their property is part of a subdivision that has HOA common lot or lots that receive a separate municipal irrigation assessment, the account owner agrees to pay a fractional share of the HOA assessment if the HOA association fails to pay the same before May 31st.

7-7-8: SENIOR-ACCOUNT DISCOUNT:

All account owners who 1) reside at the property as the primary residents, and 2) have reached the age of sixty-five (65) years of age: may receive a discount off the potable water and trash portion of the bill as established by resolution of the City Council.

7-7-9: INDIGENCY DISCOUNT:

If an account owner or tenant is experiencing a financial hardship where he/she unable to pay their bill in full, may apply for a partial or full payment from the City's indigency fund in an amount to be determined by the City Council during a closed hearing.

7-7-10: PAYMENT DUE DATE:

On or about the 1st day of each month, the utility billing department shall cause to be mailed or transmitted to each utility account owner, a statement of the amount due for water, sewer, irrigation, trash collection, and other charges for the preceding month; said amount is due and payable to the utility billing department on or before the fifteenth (15th) day of each month.

7-7-11: DELINQUENT ACCOUNTS:

All utility bills are considered delinquent if not paid to the City before the 16th day of each month.

7-7-12: LATE FEE:

If the utility bill is not paid in full by the 22nd of each month, the City shall charge a late fee of fifteen dollars (\$15.00) for ~~all~~ each accounts with a balance greater than in excess of fifteen dollars (\$15.00). This late fee shall be added to the utility bill, which shall also advise the account owner that if the total amount due is not paid in full, the water will be shut off on the Tuesday following the 15th, in the month they receive the shut off notice.

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7-7-13: ACCOUNT SHUT OFF-WATER SERVICE:

Effective thirty (30) days after the effective date of this Ordinance, if a City utility account is not paid by the 15th of the month following the month the bill was due, the water will be shut off.

7-7-14: ACCOUNT TURN ON-WATER SERVICE:

When water has been turned off because of non-payment of the City utility account, the water shall not be turned on until the account is paid in full to the City's utility billing office. Upon receipt of payment, the City's Utility Billing Department will contact the appropriate department to turn the water on. The services shall be turned on within twenty-four (24) hours of receipt of payment excluding weekends and holidays. There shall also be ~~and~~ an administrative fee of fifty dollars (\$50.00) added to the next bill. has been paid in full to the City's utility billing office. Upon payment, the City's Utility Billing Department will contact the appropriate department to turn the water on. The services shall be turned on within twenty four (24) hours of received payment.

7-7-15: NOTICE OF SHUT OFF-WATER SERVICE:

If an account has been shutoff for non-payment pursuant to the terms of this Chapter, the City shall place on the door knob, latch or other conspicuous location at the serviced premises notice that the utility service has been shutoff.

7-7-16: PAYMENT ARRANGEMENTS:

If, prior to the 16th of the month, the account owner or tenant is unable to make payment in full when due, he/she shall contact the City Utility Billing Clerk and make payment arrangements. All payment arrangements must be for an extension period less than thirty (30) days of the original due date.

Any failure to make a payment as per the agreement shall result in immediate shut off of the water and the city will no longer accept payment arrangements to be made on account.

7-7-17: HARDSHIP ARRANGEMENTS:

If, prior to the 16th of the month, an account owner or tenant is unable to make payment in full when due, said person shall contact the City Utility Billing Clerk and make payment arrangements for a hardship payment plan, which shall be in writing in the form of a promissory note, signed by the account owner and/or appointed agent and tenant (if property is a rental) and the authorized designee from the City.

In no event shall a hardship payment plan agreement provide a payment term of greater than sixty (60) days past the original due.

Any failure to make a payment as per the agreement shall result in immediate shut off of the water, imposition of late fees and interest, and the city will no longer accept hardship or payment plan arrangements to be made on account.

A person is limited to one (1) hardship agreement for each calendar year, and is only eligible if the account owner has not received a shut off notice in the preceding twelve (12) months.

7-7-18: NONPAYMENT OF ACCOUNT:

Nothing in this chapter shall be construed as modifying or repealing the right or obligation of the City to discontinue water service for nonpayment of trash and municipal utility charges.

7-7-19: COLLECTION OF AGED ACCOUNT:

On a monthly basis, the City Billing Clerk shall submit to the City Engineer, City Attorney and City Treasurer, a listing of all the accounts and amounts that are sixty (60) and ninety (90) days delinquent. On accounts that are more than ninety (90) days delinquent, the City Attorney is authorized to record a lien against the properties, if the

provisions of this chapter have been complied with, and/or the City Attorney or City Treasurer is authorized to send the accounts to a Collection Agency, as approved by the City.

If an account is more than ninety (90) days past due, two (2) or more times within any twelve (12) month period of time, the City reserves the right to report the account owner's delinquency to the credit reporting agencies.

The City shall also create a list of all persons that are delinquent more than ninety (90) days.

7-7-20: NOTATION ON MONTHLY BILLING STATEMENTS:

On all monthly utility billing statements the following notation shall appear:

Interest shall accrue at the rate of 1 1/2%/month (18% annually), which shall be added to any utility bill not paid within ninety (90) days past the due date thereof.

7-7-21: SECURITY DEPOSIT REQUIRED; ~~EXEMPTIONS:~~

Security Deposit: Upon application for service, the City shall require all account owners to pay a refundable deposit to the City in the amount of \$100.00 for each real property to be served. The deposit shall be held for the term of the account and it is non-transferable. Upon closing of an account, the deposit shall be used to pay any balance on the account and the remaining funds will be returned to the account holder.

7-7-22: UNCLAIMED DEPOSITS:

All deposits held, pursuant to this Chapter, by the City of Kuna, where the City of Kuna is unable to locate the account owner or tenant of the property, shall be processed in accordance with state law.

7-7-23: CRIMINAL PENALTIES:

Illegal Connections:

It shall be unlawful for any person to make or cause to be made any connection with the municipal utility system, or to introduce or cause to be introduced water from the municipal potable water system or pressurized irrigation system into any connection made therewith unless a permit has been first duly issued for such purpose by the building inspection in compliance and conformity with the provision of this Chapter and the rules and regulations of the City that are now or may hereafter be establish therefor; or to cause a connection to become in noncompliance with the provision of this article and the rules and regulation of the City that are now or may hereafter be established; or to interfere with or injure any hydrant, pipe connection, meter or any property of the municipal water system.

Illegal restoration:

It shall be unlawful for any person, who having had the water turned off from a City property being provided municipal utilities service, to turn on, or have another person, turn the municipal water on. Only a City employee may turn on the municipal water after payment in full has been made.

False Representation:

It shall be unlawful for any person who is not the legal owner of the real property, receiving or requesting municipal Utility services for such real property, to represent upon an application for utility services or contract that such person is the legal owner of the real property for which utility service is being requested; nor shall a person make any other false representation for the purpose of receiving such services.

A violation of this section shall be considered a misdemeanor punishable by the provisions of KCC 1-4-1.

7-7-24: REPEAL:

This Ordinance shall repeal Kuna City Code Title 7, Chapter 7 in its entirety, which shall be replaced with this Ordinance in its entirety.

7-7-25: 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.

7-7-26: EFFECTIVE DATE:

This ordinance shall become effective July 1, 2016.

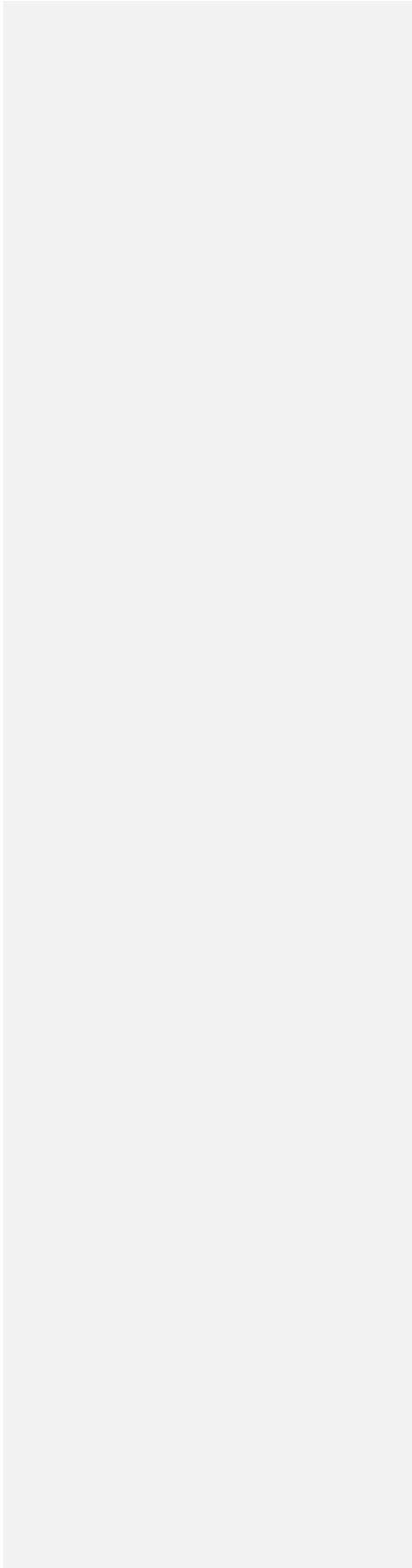
ADOPTED this ___ day of _____, 2016.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk





City of Kuna

City Council 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: 16-04-FP – Final Plat; Memory Ranch No. 1 Subdivision

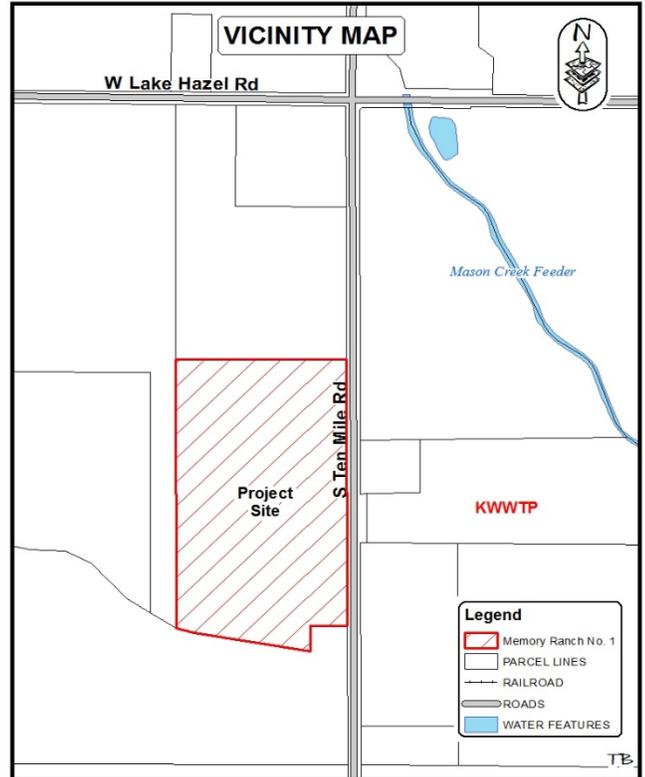
Location: Near the South West Corner (SWC) of Ten Mile & Lake Hazel Road; Kuna, ID

Planner: Troy Behunin, Senior Planner

Meeting Date: May 3, 2016

Applicant: **Heartland Townhomes**
Shawn Brownlee
2358 S. Titanium Plc
Meridian, ID, 83642
208.895.8858
shawn@trilogvidaho.com

Representative: **Bailey Engineers, Kent Brown**
4242 N. Brookside Ln.
Boise, Idaho 83714
208.938.0013
kentlkb@gmail.com



A. General Project Facts, Staff Analysis:

1. The applicant is requesting final plat approval for *Memory Ranch Subdivision No.1*. The final plat for *Memory Ranch Subdivision No.1*, proposes 48 residential lots and nine (9) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the *Memory Ranch Subdivision No.1*. This proposed final plat is in substantial conformance with the approved preliminary plat.

B. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.

C. Site Aerial Map:



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D. Staff Analysis:

1. After staffs review, the proposed final plat appears to be in substantial conformance with the approved preliminary plat for the Memory Ranch No. 1 Subdivision.
2. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer's signature on the final plat Mylar.
3. All City fees must be paid prior to requesting City's signature on the plat.
4. Staff notes the applicant may need to adjust the final plat to be compliant with Kuna's standards.

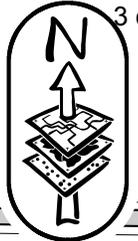
E. Proposed Decisions by the Council:

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 the report, those changes must be specified.

Based on the facts outlined in staff's report, the case file and any discussion at the public meeting with the Council of Kuna, Idaho, hereby (approves/denies) Case No. 16-04-FP, a final plat request by Shawn Brownlee with Heartland Townhomes and Kent Brown with Bailey Engineers, with the following conditions of approval:

1. The applicant shall adhere to all agency and staff recommendations.
2. Applicant shall follow all Kuna rural fire district standards.
3. If further correction is needed, the applicant shall amend the final plat until staff is satisfied with all parts of the plat.
4. The applicant shall comply with all federal, state and local laws.

VICINITY MAP



W Lake Hazel Rd

Mason Creek Feeder



Project Site

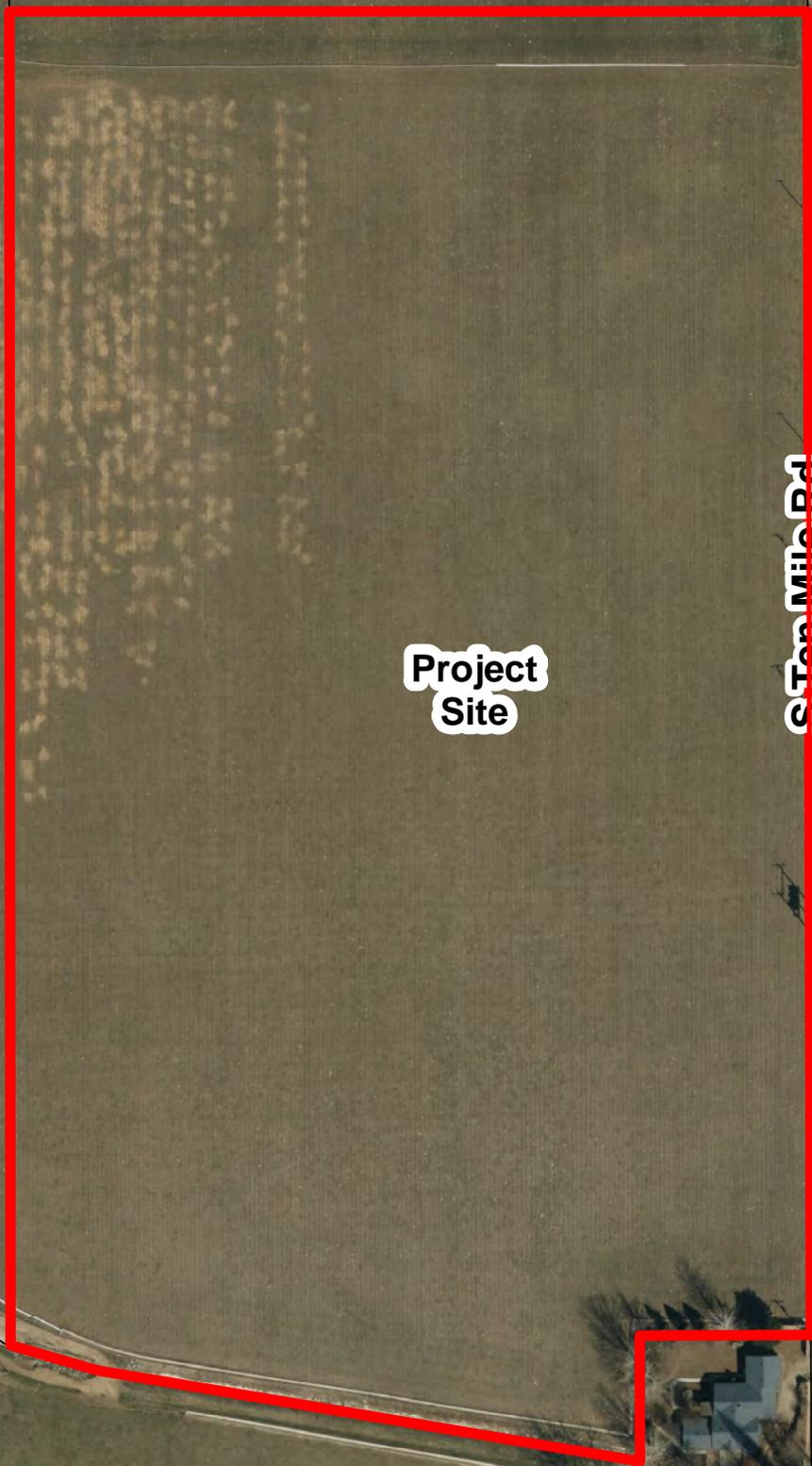
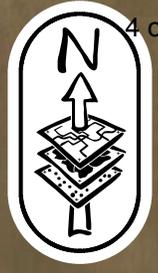
S Ten Mile Rd

KWWTP

Legend

-  Memory Ranch No. 1
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

AERIAL MAP



Project Site

S Ten Mile Rd



KWWTP

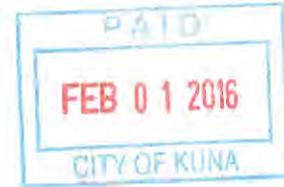
Legend

-  Memory Ranch No. 1
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

KENT BROWN PLANNING SERVICES

January 26, 2016

Kuna City Planning & Development Services
763 W. Avalon
Kuna, ID 83634



RE: Memory Ranch No.1 Subdivision Final Plat Application

Dear Commissioners:

On behalf of Heartland Townhomes Property Management LLC, we are requesting approval of the Final Plat application for the Memory Ranch Subdivision No 1. The site is located on the west-side of Ten Mile Road approximately 1,000 feet south of the intersection of Lake Hazel Road and Ten Mile Road. The site is currently vacant and is 13.86 acres in size.

Memory Ranch No. 1 is proposed with 57 total lots, consisting of 48 buildable and 8 common and temporary street lot. All 48 buildable lots will be single-family homes. The common space will total 1.4 acres, or 10% of the site. The common area lots will consist of a landscape berm and entrance buffer landscaping and the Harris Lateral and pathway. The final plat complies too all the preliminary plat requirements. The proposed construction design has been done to comply with all City and ACHD and general engineering practices. The construction plans have been reviewed and are in the process of making the minor changes, requested by the City Engineer.

If you have any questions regarding this or any other of our application for Memory Ranch No 1 feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kent Brown".

Kent Brown
Planner



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)	16-04-FP
Project name	MEMORY RANCH NO. 1
Date Received	2.1.16
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>DON W JOHNSON</u>	Phone Number: <u>895-8858</u>
Address: <u>3895 W Lake Hazel Rd</u>	E-Mail: <u>Shawn@TrilogyIdaho.com</u>
City, State, Zip: <u>Meridian ID 83642</u>	Fax #: _____
Applicant (Developer): <u>Heartland Townhomes</u>	Phone Number: <u>895-8895</u>
Address: <u>2358 S. TITANIUM PL</u>	E-Mail: <u>Shawn@TrilogyIdaho.com</u>
City, State, Zip: <u>Meridian Id 83642</u>	Fax #: _____
Engineer/Representative: <u>Bailey Eng</u>	Phone Number: <u>938-0013</u>
Address: <u>4242 Brookside Ln</u>	E-Mail: <u>DBailey@baileyengineers.com</u>
City, State, Zip: <u>Boise Id 83714</u>	Fax #: _____

Subject Property Information

Site Address: <u>X</u>	
Site Location (Cross Streets): <u>1000ft south of intersection Lake Hazel + Ten Mile Road</u>	
Parcel Number (s): <u>51303111800</u>	
Section, Township, Range: <u>Sec 3, T2N, R1W</u>	
Property size: <u>13.86 AC</u>	
Current land use: <u>VACANT</u>	Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u>	Proposed zoning district: <u>R-6</u>

Project Description

Project / subdivision name: MEMORY RANCH SUBDIVISION NO 1

General description of proposed project / request: FINAL PLAT PHASE ONE
56 buildable lots 8 common + 1 Temp Street Lot

Type of use proposed (check all that apply):

Residential Single Family

Commercial

Office

Industrial

Other

Amenities provided with this development (if applicable): Harris lateral pathway

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: 48 Number of building lots: 48

Number of common and/or other lots: 9

Type of dwellings proposed:

Single-Family

Townhouses

Duplexes

Multi-Family

Other

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 2.88 Net density (DU/acre-excluding roads): 5.1

Percentage of open space provided: 10% Acreage of open space: 1.4

Type of open space provided (i.e. landscaping, public, common, etc.): entrances, buffers, berm, Harris pathway

Non-Residential Project Summary (if applicable) N/A

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: NA

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

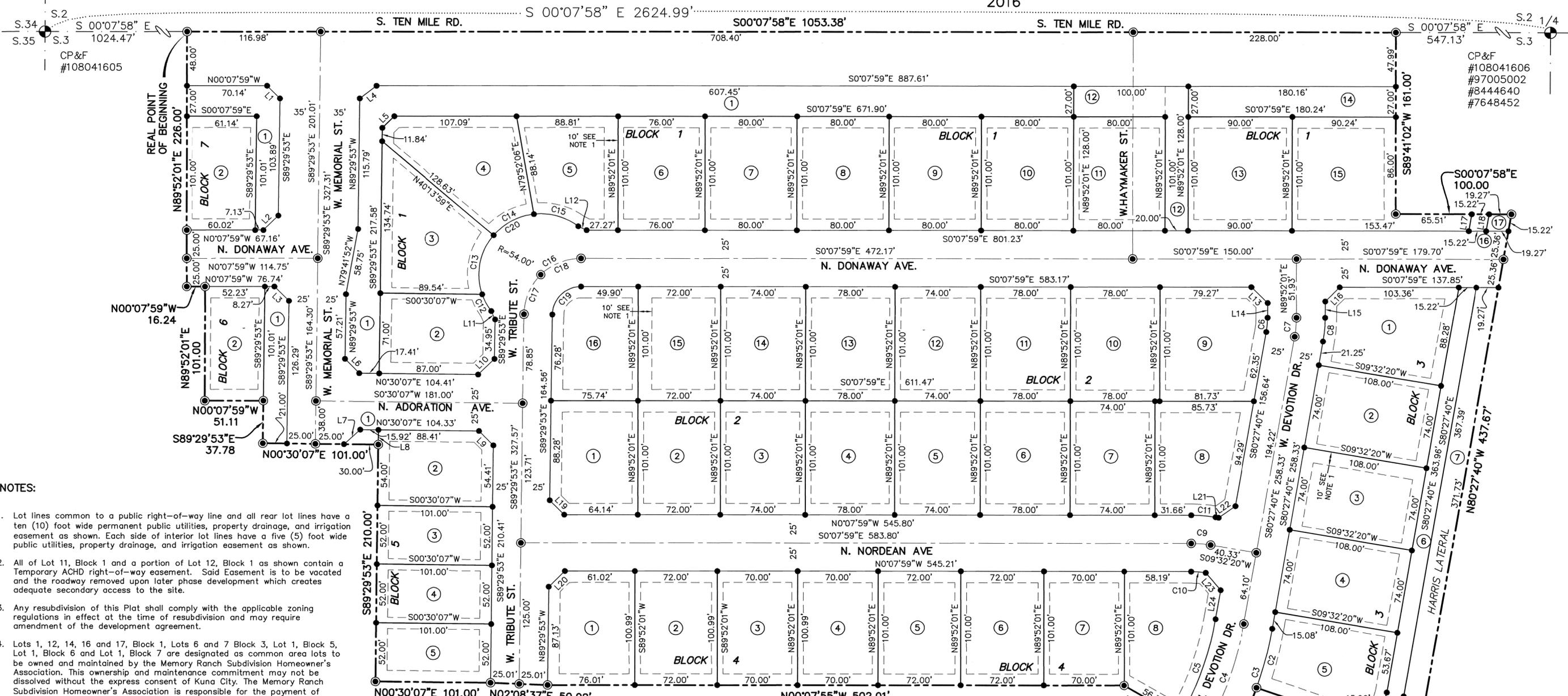
c. Width of driveway aisle: _____

Proposed Lighting: Street lights

Proposed Landscaping (berms, buffers, entrances parking areas, common areas, etc.): _____

Applicant's Signature: KEAT BROWN Date: 1-30-16

PLAT SHOWING
MEMORY RANCH SUBDIVISION NO. 1
LOCATED IN THE NE 1/4 OF SECTION 3 TOWNSHIP 2 NORTH,
RANGE 1 WEST, B.M., KUNA, ADA COUNTY, IDAHO
2016



- NOTES:**
- Lot lines common to a public right-of-way line and all rear lot lines have a ten (10) foot wide permanent public utilities, property drainage, and irrigation easement as shown. Each side of interior lot lines have a five (5) foot wide public utilities, property drainage, and irrigation easement as shown.
 - All of Lot 11, Block 1 and a portion of Lot 12, Block 1 as shown contain a Temporary ACHD right-of-way easement. Said Easement is to be vacated and the roadway removed upon later phase development which creates adequate secondary access to the site.
 - Any resubdivision of this Plat shall comply with the applicable zoning regulations in effect at the time of resubdivision and may require amendment of the development agreement.
 - Lots 1, 12, 14, 16 and 17, Block 1, Lots 6 and 7 Block 3, Lot 1, Block 5, Lot 1, Block 6 and Lot 1, Block 7 are designated as common area lots to be owned and maintained by the Memory Ranch Subdivision Homeowner's Association. This ownership and maintenance commitment may not be dissolved without the express consent of Kuna City. The Memory Ranch Subdivision Homeowner's Association is responsible for the payment of irrigation assessments. In the event Memory Ranch Subdivision Homeowner's Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessments.
 - Lot 7, Block 3 contains a blanket an easement for the Harris Lateral. Maintenance of any irrigation, drainage pipe or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
 - Irrigation water will be provided by Nampa Meridian Irrigation District in compliance with Idaho Code Section 31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights, and will be obligated for assessments from City of Kuna via Nampa Meridian Irrigation District. The City of Kuna will own, operate and maintain the system.
 - Minimum building setbacks shall be in accordance with the City of Kuna applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and/or required.
 - This development recognizes Idaho Code Section 22-4503, right to farm act, which states: "No agricultural facility or an expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
 - Lot 11, Block 1 is a restricted, non-buildable lot which will contain public roadway improvements until such time as a third access is constructed to the project. When public road improvements are removed as required by ACHD the lot may be restored to buildable condition and be eligible for a building permit issued by the City of Kuna.
 - Lot 12, Block 1 contains a permanent blanket City of Kuna Pressure Irrigation and Domestic Water Easement.

Curve Table

Curve #	Radius	Length	Chord	Bearing	Delta
C1	325.00	56.34	56.27	N65°58'50"W	9°55'56"
C2	325.00	53.97	53.91	N75°42'14"W	9°30'53"
C3	325.00	110.31	109.78	S70°44'16"E	19°26'49"
C4	300.00	101.45	100.97	S70°46'23"E	19°22'35"
C5	275.00	92.60	92.16	S70°48'53"E	19°17'34"
C6	75.00	12.66	12.65	S85°17'50"E	9°40'19"
C7	100.00	16.88	16.86	S85°17'50"E	9°40'19"
C8	125.00	21.10	21.08	N85°17'50"W	9°40'19"
C9	100.00	16.88	16.86	S04°42'10"W	9°40'19"
C10	75.00	12.66	12.65	N04°42'10"E	9°40'19"
C11	125.00	21.10	21.08	S04°42'10"W	9°40'19"
C12	54.00	16.86	16.79	N62°04'21"E	17°53'23"
C13	54.00	55.81	53.36	S79°22'30"E	59°12'57"
C14	54.00	40.58	39.64	S28°14'11"E	43°03'40"
C15	54.00	41.42	40.41	S15°16'03"W	43°56'50"
C16	50.00	77.99	70.32	S44°48'56"E	89°21'54"
C17	50.00	38.99	38.01	N67°09'25"W	44°40'57"
C18	50.00	38.99	38.01	N22°28'28"W	44°40'57"
C19	25.00	38.99	35.16	N44°48'56"W	89°21'54"
C20	54.00	154.67	106.96	N44°48'56"W	164°06'50"

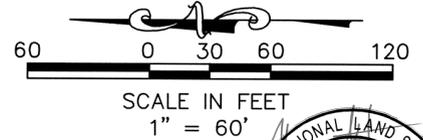
Line Table

Line #	Direction	Length
L1	N45°03'42"E	15.86
L2	S44°48'56"E	18.30
L3	N45°11'04"E	17.90
L4	N37°39'10"W	18.42
L5	S44°48'56"E	14.69
L6	S45°30'07"W	17.80
L7	N42°12'27"W	19.17
L8	S89°29'53"E	13.00
L9	N45°30'07"E	17.80
L10	S44°29'53"E	19.80
L11	N65°04'12"E	8.07
L12	S25°17'55"W	8.07
L13	N44°52'01"E	19.80

Line Table

Line #	Direction	Length
L14	N89°52'01"E	12.93
L15	S89°52'01"W	14.35
L16	N45°07'59"W	17.80
L17	S80°27'40"E	15.22
L18	S80°27'40"E	15.22
L19	S45°11'04"W	17.90
L20	N44°48'56"W	19.72
L21	S09°32'20"W	2.74
L22	S35°27'40"E	17.80
L23	N49°50'16"E	20.10
L24	S80°27'40"E	26.10
L25	S73°47'12"E	33.55
L26	S73°47'12"E	35.17

- LEGEND**
- Subdivision Boundary
 - - - Section Line
 - - - Easement line (See Note 1)
 - Street Centerline
 - Lot Line
 - ⑤ Lot Number
 - Found Aluminum cap
 - Found 5/8" Iron Pin with Plastic Cap, PLS 7729 Unless Noted
 - Found 1/2" Iron Pin with Plastic Cap, PLS 7729 Unless Noted
 - Set 5/8" x 24" Iron Pin with Plastic Cap, PLS 7729
 - Set 1/2" x 24" Iron Pin with Plastic Cap, PLS 7729



GREGORY G. CARTER, PLS 7729
IDAHO SURVEY GROUP
1450 E. WATERTOWER STREET, STE. 130
MERIDIAN, ID 83642

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

MEMORY RANCH SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents: That Heartland Townhomes Property Management, LLC, an Idaho Corporation is the owner of the property described as follows:

A parcel of land located NE 1/4 of Section 3, T.2N., R.1W., B.M., Ada, County, Idaho more particularly described as follows:

Commencing at an aluminum cap monument marking the NE corner of said Section 3 from which an aluminum cap monument marking the E1/4 corner of said Section 3 bears South 00°07'58" East, 2624.99 feet;

thence along the East boundary line of said Section 3 South 00°07'58" East, 1,024.47 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said East boundary line South 00°07'58" East, 1053.38 feet;

thence leaving said East boundary line South 89°41'02" West, 161.00 feet;

thence South 00°07'58" East, 100.00 feet to a point on the approximate centerline of the Harris Lateral;

thence along the approximate centerline of the Harris Lateral the following 2 courses:

thence North 80°27'40" West, 437.67 feet;

thence North 73°47'12" West, 37.22 feet;

thence leaving said approximate centerline North 19°03'12" East, 144.13 feet;

thence 56.34 feet along the arc of a non-tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 09°55'56" and a long chord of 56.27 feet which bears North 65°58'50" West;

thence North 29°49'56" East, 106.39 feet;

thence North 00°07'55" West, 502.01 feet;

thence North 02°08'37" East, 50.02 feet;

thence North 00°30'07" East, 101.00 feet;

thence South 89°29'53" East, 210.00 feet;

thence North 00°30'07" East, 101.00 feet;

thence South 89°29'53" East, 37.78 feet;

thence North 00°07'59" West, 51.11 feet;

thence North 89°52'01" East, 101.00 feet;

thence North 00°07'59" West, 16.24 feet;

thence North 89°52'01" East, 226.00 feet to the **REAL POINT OF BEGINNING**. Containing 13.86 acres, more or less.

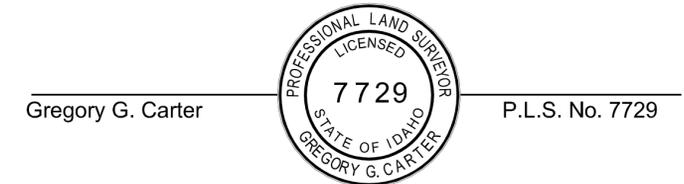
It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually 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.

Heartland Townhomes Property Management, LLC

John A Laude Sr, Manager

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.



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 John A Laude Sr, 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

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



City of Kuna

763 W. Avalon St.
Kuna, ID 83634
Phone : (208) 922-5274
Fax: (208) 922-5989
Kunacity.Id.gov

City Council Staff Report

To: City Council

Case Numbers: 16-02-LLA (Lot Line Adjustment)
Ridley's Fuel Island, LLA

Location: 1375 N Meridian Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

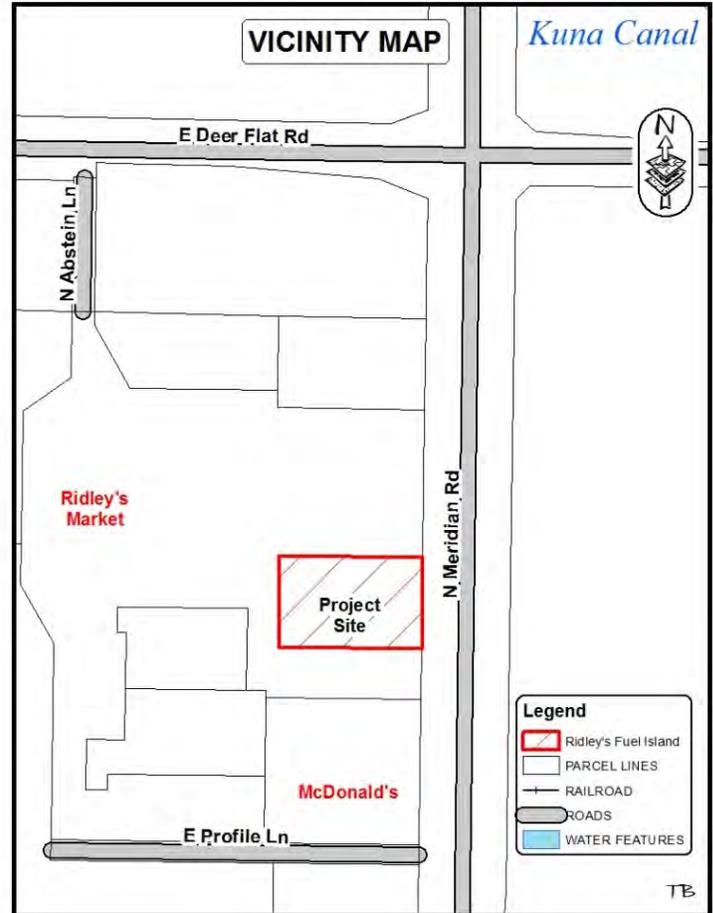
Meeting Date: May 3, 2016

Applicant(s): **CJM, LLLP, Mark Ridley**
621 Washington St. South
Twin Falls, Idaho 83301
208.320.2070
mark@shopridleys.com

Representative: **Land Solutions – Clint Hansen**
231 East 5t Street Ste. A
Meridian, ID 83642
208.288.2557
chansen@landsolutions.biz

Table of Contents:

- A. Course Proceedings
- B. Applicant Request
- C. Aerial Map
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Decision by the Council



A. Course of Proceedings:

1. A Lot Line Adjustment (LLA) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with the City Council as the decision making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council as outlined in KCC 1-14-3 have been adhered to.
 - a. Notifications
 - i. Kuna City Engineer April 13, 2016
 - ii. Kuna Fire District April 13, 2016
 - iii. Applicant Completeness Letter April 11, 2016
 - iv. Agenda April 5, 2016

B. Applicants Request:

1. The applicant seeks LLA approval to remove a skinny lot within the Sandstone Plaza (west side of downtown). The parcels involved with the Lot Line Adjustment (LLA) request contain a commercial building with appropriate commercial uses and this skinny lot adds confusion. The applicant believes the removal of the skinny lot improves the suites ability to attract tenants. If approved, the area of the skinny lot will be added to the lot directly west of it.
2. The applicant has submitted all necessary documentation and materials for review.

C. Aerial Map:



©Copyrighted

D. History:

The subject site is lots 4 and 5, block 1 within the Ridley’s Family Center No. 1. The site was improved and developed in 2013. Lot 5 was originally approved (12-03-SUP) as a fuel island. It was improved as a parking lot, and has been used as such since the project was completed and opened in 2013.

E. General Project Facts:

1. **Comprehensive Plan Designation:** The approved Future Land Use map indicates the subject parcels are within the *Mixed-Use General* designation. In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the Future Land Use map.
2. **Surrounding Land Uses:**

Direction	Current Zoning	
North	C-1	Neighborhood Business District – Kuna City
South	C-1	Neighborhood Business District – Kuna City
East	RUT	Rural Urban Transition – Ada County
West	C-1	Neighborhood Business District – Kuna City

3. **Parcel Numbers:** Lot 4 = R7448420040, Lot 5 = R7448420050.

4. **Parcel Sizes and Current Zoning:**

- Lot 4: 1415 N Meridian Road : 6.72 acres - Zoning: C-1 (Neighborhood Business District)
- Lot 5: 1375 N. Meridian Road: 0.76 acres - Zoning: C-1 (Neighborhood Business District)

5. **Services:**

Fire Protection – Kuna Rural Fire District
Police Protection – Kuna City Police (Ada County Sheriff)
Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Irrigation District – KMID
Pressurized Irrigation – City of Kuna (KMID)
Sanitation Services – J&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Both parcels are improved with a parking lot, landscaping, utilities (above ground & under) and structures. The site contains a Ridley’s and Ace hardware store. The parcels’ topography is generally flat.
7. **Transportation / Connectivity:** The lots have access to public roadways from two points – One from N. Abstein Lane on the north side and one from E. Profile Lane in the south east corner of the site.
8. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts associated with this application.

F. **Staff Analysis:**

Staff views this proposed action to be consistent with the requirements of the lot line adjustment section of Kuna Code. These lots are both zoned C-1 (Neighborhood Business District) and have been determined to be qualifying parcels for a LLA. Both parcels are owned by a single owner at this time. The request is supported by surrounding uses and the approved Future Land Use map designation.

Staff has no concerns in connection with this request and forwards a recommendation of *approval* for Case No. 16-02-LLA to the Kuna City Council.

G. **Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5;
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. **Comprehensive Plan Analysis:**

The City Council may accept the Comprehensive Plan components as described below:

1. The proposed LLA 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 criteria were established to determine the potential for property takings.

GOALS AND POLICY - Private Property Rights

Objective 1.2: *Ensure that City land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property.*

Objective 1.4: *Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure City actions do not impose a substantial and significant limitation on the use of the property.*

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.*

I. Decision by the Council:

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

Based on the facts outlined in staff’s report, the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby approves/denies Case No. 16-02-LLA, a Lot Line Adjustment request BY Enrique Contreras and Ana Paz; with/without the following conditions of approval:

1. Have the applicant’s representative engineer-surveyor record the following documents:
 - a. Record of Survey
 - b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved.
 - c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
 - d. Applicant and/or Owners shall complete the aforementioned conditions within one (1) year of the City Council’s Order of Decision for this application.
2. The applicant shall adhere to all agency and staff recommendations.
3. Applicant shall coordinate all utility locations (existing and proposed) with the City Engineer and follow all requirements of the City Engineer to ensure proper separation and location considerations.
4. The applicant shall comply with all federal, state and local laws.

VICINITY MAP

Kuna Candi



E Deer Flat Rd

N Abstein Ln

N Meridian Rd

Ridley's Market



Project Site

McDonald's

E Profile Ln

Legend

-  Ridley's Fuel Island
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES



March 24, 2016

City of Kuna
Planning and Zoning Department
PO Box 13
Kuna ID 83634

To Whom It May Concern:

The attached Lot Line Adjustment application and checklist is being submitted by Land Solutions on behalf of CJM Limited Liability Limited Partnership, the owner of Lots 4 and 5 of Block 1 of Ridley's Family Center Subdivision No. 1, located at the southwest corner of E. Deer Flat Rd. and N. Meridian Rd. The Lot Line Adjustment is being proposed to adjust the boundary of the parcels containing Lots 4 and 5 to better accommodate a Credit Union that is currently being designed. The exterior boundary of Lot 4 will not change or be affected by the adjustment, see the attached sketch in the application for further information. Please let me know if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clint Hansen", with a horizontal line extending to the right.

Clint Hansen, PLS
President
Land Solutions, PC



69

MAYHEW RD



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	16-02-LLA
Project name	RIDLEYS LLA
Date Received	MAR 24, 2016
Date Accepted/Complete	APR. 8, 2016
Cross Reference Files	—
Commission Hearing Date	—
City Council Hearing Date	APR. 19, 2016

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

Contact/Applicant Information

Owners of Record: <u>CJM LLLP</u>	Phone Number: _____
Address: <u>621 WASHINGTON ST S</u>	E-Mail: _____
City, State, Zip: <u>TWIN FALLS ID 83301</u>	Fax #: _____
Applicant (Developer): <u>LAND SOLUTIONS</u>	Phone Number: <u>208-288-2040</u>
Address: <u>231 E 5TH ST STE A</u>	E-Mail: <u>chansen@landsolutions.biz</u>
City, State, Zip: <u>MERIDIAN ID 83642</u>	Fax #: <u>208-288-2557</u>
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>1375 N. MERIDIAN RD</u>	
Site Location (Cross Streets): <u>E. DEER FLAT RD / N. MERIDIAN RD</u>	
Parcel Number (s): <u>R 7448420050, R 7448420040</u>	
Section, Township, Range: <u>24, T2N, R1W</u>	
Property size: <u>0.77 ACRES</u>	
Current land use: <u>COMMERCIAL</u>	Proposed land use: <u>COMMERCIAL</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>C-1</u>

Project Description

Project / subdivision name: RIDLEY'S FAMILY CENTER SUBDIVISION
 General description of proposed project / request: LOT LINE ADJUSTMENT FOR FUEL ISLAND

Type of use proposed (check all that apply):
 Residential _____
 Commercial _____
 Office _____
 Industrial _____
 Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

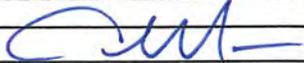
Are there existing buildings? Yes No
 Please describe the existing buildings: _____
 Any existing buildings to remain? Yes No
 Number of residential units: _____ Number of building lots: _____
 Number of common and/or other lots: _____
 Type of dwellings proposed:
 Single-Family _____
 Townhouses _____
 Duplexes _____
 Multi-Family _____
 Other _____
 Minimum Square footage of structure (s): _____
 Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
 Percentage of open space provided: _____ Acreage of open space: _____
 Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (if applicable)

Number of building lots: 1 Other lots: 1
 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.): _____

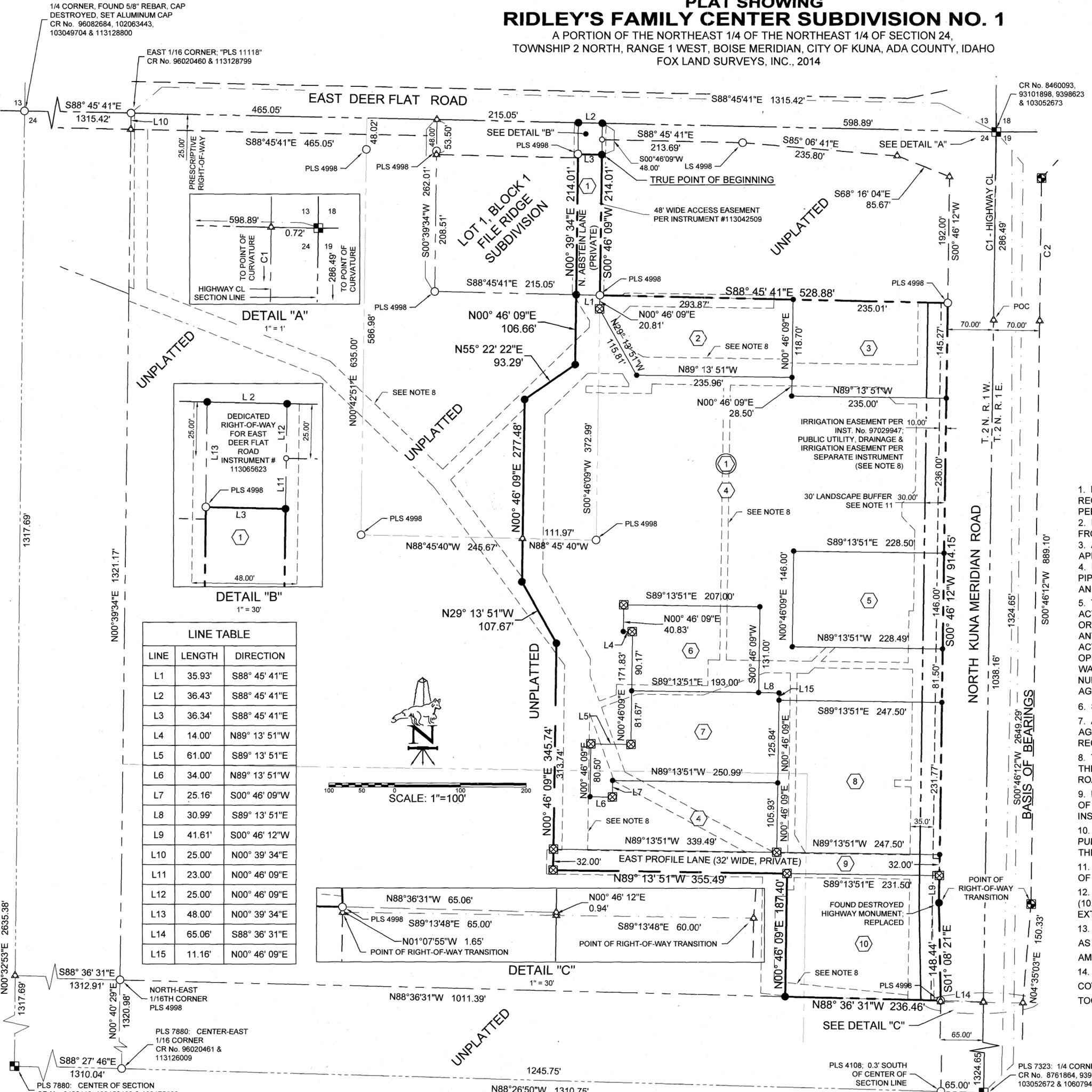
Applicant's Signature:  Date: 3/24/16

PLAT SHOWING RIDLEY'S FAMILY CENTER SUBDIVISION NO. 1

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24,
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO
FOX LAND SURVEYS, INC., 2014

LEGEND

	SUBDIVISION BOUNDARY LINE
	LOT LINE
	RELATED OR RECORD BOUNDARY LINE
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	UNDERLYING BOUNDARY LINE, NOT A LOT LINE
	HIGHWAY CENTER LINE
	PUBLIC UTILITY EASEMENT (SEE NOTE 8)
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	30' LANDSCAPE BUFFER (SEE NOTE 11)
	TIE/DETAIL LINE
	FOUND BRASS CAP MONUMENT
	FOUND ALUMINUM CAP MONUMENT
	FOUND HIGHWAY MONUMENT
	FOUND 5/8" REBAR W/ NO CAP (UNLESS NOTED OTHERWISE)
	FOUND 1/2" REBAR W/ NO CAP (UNLESS NOTED OTHERWISE)
	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "FLSI PLS 13934"
	SET 1/2" REBAR WITH PLASTIC CAP STAMPED "FLSI PLS 13934"
	SET COPPER DISK AND MAGNET STAMPED "FLSI PLS 13934"
	CALCULATION POINT, NOTHING FOUND OR SET
	CENTER LINE
	POINT OF CURVATURE
	CORNER RECORD
	WITNESS CORNER (DISTANCE ALONG PROPERTY LINE NOTED)
	BLOCK NUMBER
	LOT NUMBER



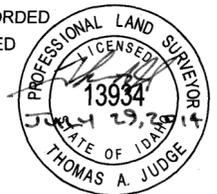
LINE TABLE

LINE	LENGTH	DIRECTION
L1	35.93'	S88° 45' 41"E
L2	36.43'	S88° 45' 41"E
L3	36.34'	S88° 45' 41"E
L4	14.00'	N89° 13' 51"W
L5	61.00'	S89° 13' 51"E
L6	34.00'	N89° 13' 51"W
L7	25.16'	S00° 46' 09"W
L8	30.99'	S89° 13' 51"E
L9	41.61'	S00° 46' 12"W
L10	25.00'	N00° 39' 34"E
L11	23.00'	N00° 46' 09"E
L12	25.00'	N00° 46' 09"E
L13	48.00'	N00° 39' 34"E
L14	65.06'	S88° 36' 31"E
L15	11.16'	N00° 46' 09"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH. BEARING	CH. LENGTH
C1	286.50'	57295.78'	000°17'11"	143.25'	N00°37'36"E	286.50'
C2	216.99'	57365.78'	000°13'00"	108.50'	N00°39'42"E	216.99'

- ### NOTES
- DEVELOPMENT IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
 - DIRECT LOT ACCESS TO DEER FLAT AND MERIDIAN ROADS IS PROHIBITED OTHER THAN FROM THE PRIVATE STREETS SHOWN HEREON.
 - ANY RESUBDIVISION OF THIS PLAT OR PORTIONS THEREOF SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
 - LOT OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF ANY IRRIGATION/DRAINAGE PIPE OR DITCH THAT CROSSES THEIR LOT UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
 - THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 IDAHO CODE (THE RIGHT TO FARM ACT) WHICH STATES IN PART "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
 - SEE SHEET 2 FOR RECORD DATA.
 - ALL LOTS IN THIS SUBDIVISION BENEFIT FROM AND ARE SUBJECT TO CROSS-ACCESS AGREEMENTS AS RECORDED IN INSTRUMENT NUMBERS 113042509 & 113134127, OR ANY RECORDED AMENDMENTS THERETO.
 - THIS PUBLIC UTILITY EASEMENT IS RECORDED AS INSTRUMENT NUMBER 113134128. THE NEW EASEMENT OVERLAPS THE EASEMENT ADJACENT TO NORTH KUNA MERIDIAN ROAD CREATED BY INSTRUMENT NUMBER 97029947.
 - LOTS 1 AND 9, BLOCK 1 ARE PRIVATE STREETS. THE OWNERSHIP AND MAINTENANCE OF SAID LOTS AND STREETS IS GOVERNED BY THE AGREEMENT RECORDED AS INSTRUMENT NUMBER 113134127 AND ANY RECORDED AMENDMENTS THERETO.
 - CROSS-ACCESS AGREEMENTS; COVENANTS, CONDITIONS AND RESTRICTIONS; OR PUBLIC UTILITY EASEMENTS MAY NOT BE RESCINDED, VACATED OR AMENDED WITHOUT THE CONSENT OF THE CITY OF KUNA.
 - THE 30' WIDE LANDSCAPE BUFFER SHOWN HEREON IS FOR THE BENEFIT OF THE CITY OF KUNA AND IS TO BE MAINTAINED BY THE OWNERS ASSOCIATION.
 - IN ADDITION TO THE EASEMENTS SHOWN GRAPHICALLY HEREON, THERE IS A TEN (10.00) FOOT WIDE PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT ALONG ALL EXTERIOR BOUNDARY LINES.
 - THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NUMBER 108073048, TOGETHER WITH ANY RECORDED AMENDMENTS THERETO.
 - LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED AS INSTRUMENT NUMBER 108071663, TOGETHER WITH ANY RECORDED AMENDMENTS THERETO.



FOX LAND SURVEYS, INC.
1515 SOUTH SHOSHONE STREET BOISE ID 83705
208-342-7957 - FAX 208-342-7437
INDEX# 214-24-1-1-0-00-00

Legal Description
Ridley's Fuel Island - Lot Line Adjustment - Parcel 1

A parcel being a portion of Lots 4 and 5 of Block 1 of Ridley's Family Center Subdivision as shown in Book 107 of Plats of Pages 14820 thru 14822, records of Ada County, Idaho, and located in the NE ¼ of the NE ¼ of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northeast corner of said Section 24, from which an Aluminum Cap monument marking the southeast corner of the NE ¼ of said Section 24 bears S 0°46'12" W a distance of 2649.29 feet;

Thence S 0°46'12" W along the easterly boundary of said NE ¼ of the NE ¼ a distance of 600.90 feet to a point;

Thence leaving said easterly boundary N 89°13'48" W a distance of 70.00 feet to a point on the easterly boundary of said Lot 4 and the **POINT OF BEGINNING**;

Thence along the boundary of said Lot 4 the following described courses;

Thence N 0°46'12" E a distance of 194.19 feet to a ½ inch diameter iron pin;

Thence N 89°13'52" W a distance of 235.00 feet to a ½ inch diameter iron pin;

Thence N 0°46'09" E a distance of 28.50 feet to a ½ inch diameter iron pin;

Thence N 89°13'51" W a distance of 235.96 feet to a ½ inch diameter iron pin;

Thence N 29°13'51" W a distance of 115.81 feet to a copper disk;

Thence N 0°46'09" E a distance of 20.81 feet 5/8 inch diameter iron pin;

Thence N 88°45'41" W a distance of 35.93 feet to a 5/8 inch diameter iron pin;

Thence S 0°46'09" W a distance of 106.66 feet to a 5/8 inch diameter iron pin;

Thence S 55°22'22" W a distance of 93.29 feet to 5/8 inch diameter iron pin;

Thence S 0°46'09" W a distance of 277.48 feet to a 5/8 inch diameter iron pin;

Thence S 29°13'51" E a distance of 107.67 feet to a 5/8 inch diameter iron pin;

Thence S 0°46'09" W a distance of 313.74 feet to a copper disk;

Thence S 89°13'51" E a distance of 339.50 feet to a copper disk;

Thence N 0°46'09" E a distance of 105.93 feet to a ½ inch diameter iron pin;

Thence N 89°13'51" W a distance of 250.99 feet to a ½ inch diameter iron pin;

Thence S 0°46'09" W a distance of 25.16 feet to a copper disk;

Thence N 89°13'51" W a distance of 34.00 feet to a ½ inch diameter iron pin;
Thence N 0°46'09" E a distance of 80.50 feet to a copper disk;
Thence S 89°13'51" E a distance of 61.00 feet to a copper disk;
Thence N 0°46'09" E a distance of 171.83 feet to a copper disk;
Thence N 89°13'51" W a distance of 14.00 feet to a ½ inch diameter iron pin;;
Thence N 0°46'09" E a distance of 40.83 feet to a copper disk;
Thence S 89°13'51 E a distance of 207.00 feet to a ½ inch diameter iron pin;
Thence S 0°46'09" W a distance of 131.00 feet to a ½ inch diameter iron pin;
Thence S 89°13'51" E a distance of 30.99 feet to a ½ inch diameter iron pin;
Thence S 0°46'09" W a distance of 11.16 feet to a ½ inch diameter iron pin;
Thence S 89°13'51" E a distance of 247.50 feet to a ½ inch diameter iron pin;
Thence N 0°46'09" E a distance of 269.30 feet to the **POINT OF BEGINNING.**

Except the following described parcel:

Commencing at an Aluminum Cap monument marking the northeast corner of said Section 24, from which an Aluminum Cap monument marking the southeast corner of the NE ¼ of said Section 24 bears S 0°46'12" W a distance of 2649.29 feet;

Thence S 0°46'12" W along the easterly boundary of said NE ¼ of the NE ¼ a distance of 600.90 feet to a point;

Thence leaving said easterly boundary N 89°13'48" W a distance of 70.00 feet to a point on the easterly boundary of said Lot 4;

Thence leaving easterly boundary of said Lot 4 N 89°13'48" W a distance of 49.44 feet to a ½ inch diameter iron pin and the **POINT OF BEGINNING;**

Thence S 0°45'19" W a distance of 208.41 feet to a ½ inch diameter iron pin;

Thence N 89°13'57" W a distance of 161.54 feet to a ½ inch diameter iron pin;

Thence N 0°48'59" E a distance of 208.41 feet to a ½ inch diameter iron pin;

Thence S 89°13'57" E a distance of 161.31 feet to the **POINT OF BEGINNING;**

This parcel contains 6.71 acres (292,263 square feet) and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 24, 2016



Legal Description
Ridley's Fuel Island - Lot Line Adjustment - Parcel 2

A parcel being a portion of Lots 4 and 5 of Block 1 of Ridley's Family Center Subdivision as shown in Book 107 of Plats of Pages 14820 thru 14822, records of Ada County, Idaho, and located in the NE ¼ of the NE ¼ of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northeast corner of said Section 24, from which an Aluminum Cap monument marking the southeast corner of the NE ¼ of said Section 24 bears S 0°46'12" W a distance of 2649.29 feet;

Thence S 0°46'12" W along the easterly boundary of said NE ¼ of the NE ¼ a distance of 600.90 feet to a point;

Thence leaving said easterly boundary N 89°13'48" W a distance of 70.00 feet to a point on the easterly boundary of said Lot 4;

Thence leaving easterly boundary of said Lot 4 N 89°13'48" W a distance of 49.44 feet to a ½ inch diameter iron pin and the **POINT OF BEGINNING**;

Thence S 0°45'19" W a distance of 208.41 feet to a ½ inch diameter iron pin;

Thence N 89°13'57" W a distance of 161.54 feet to a ½ inch diameter iron pin;

Thence N 0°48'59" E a distance of 208.41 feet to a ½ inch diameter iron pin;

Thence S 89°13'57" E a distance of 161.31 feet to the **POINT OF BEGINNING**;

This parcel contains 0.77 acres (33,643 square feet) and is subject to any easements existing or in use.

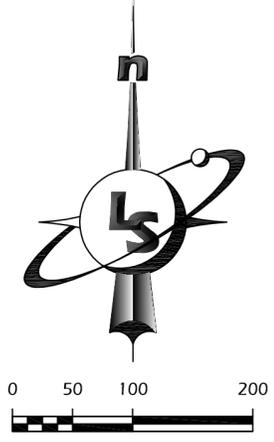
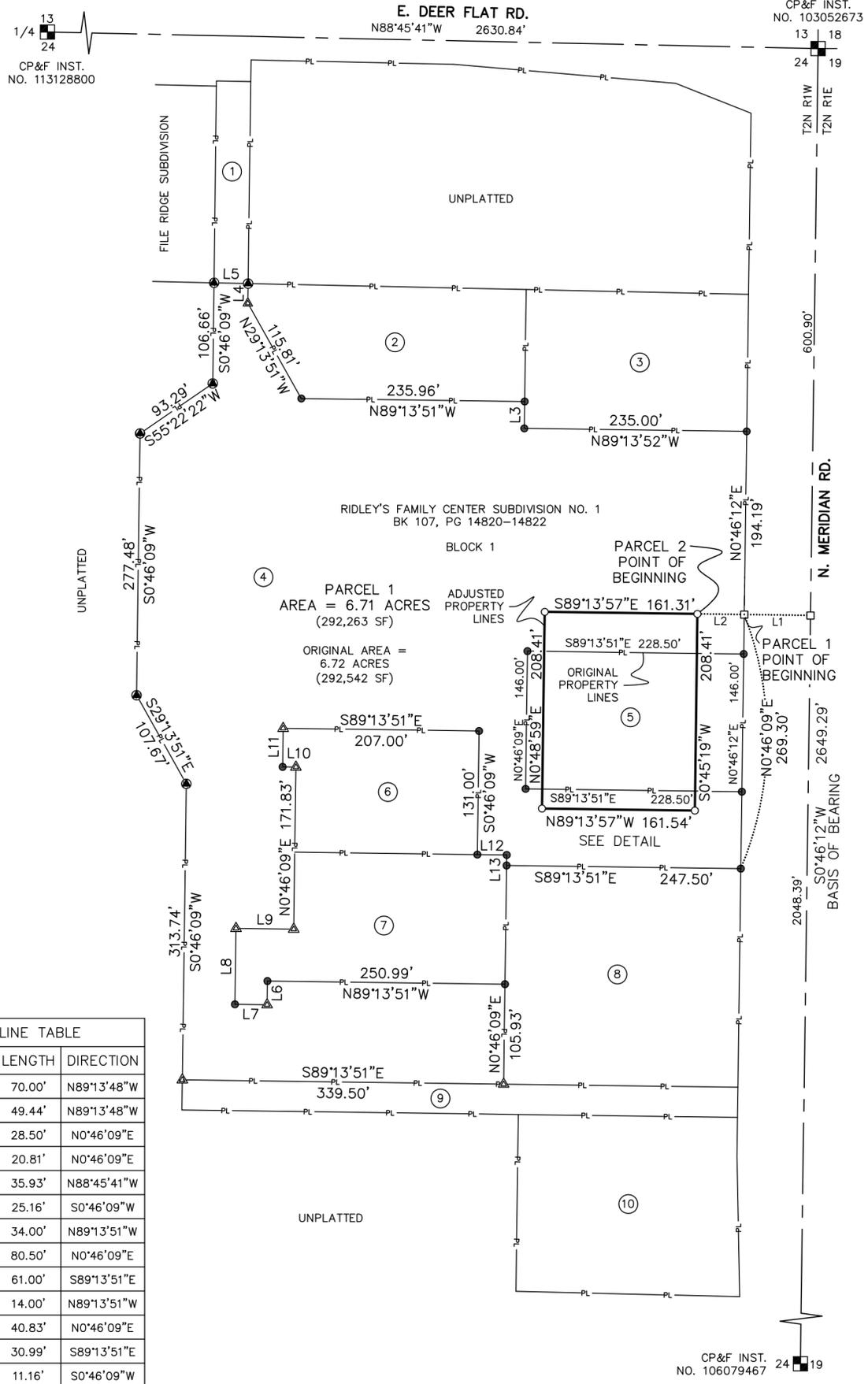
Clinton W. Hansen, PLS
Land Solutions, PC
March 24, 2016



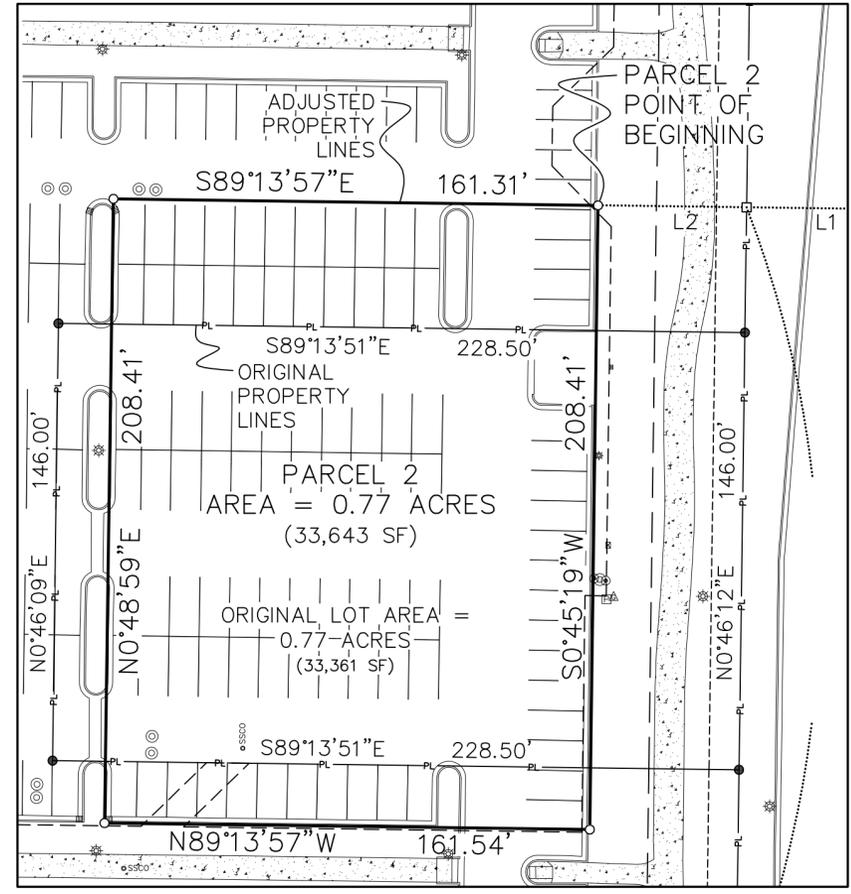
LOT LINE ADJUSTMENT SURVEY FOR RIDLEY'S FUEL ISLAND

PORTIONS OF LOTS 4 AND 5 OF BLOCK 1 OF RIDLEY'S FAMILY CENTER SUBDIVISION,
BEING LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 24, T2N, R1W, BM,
ADA COUNTY, IDAHO.
2016

RECORD OF SURVEY NO. _____



- ### LEGEND
- FOUND 1/2" IRON PIN WITH PLS 13934 PLASTIC CAP
 - FOUND 5/8" IRON PIN WITH PLS 13934 PLASTIC CAP
 - ▲ FOUND COPPER DISK AND MAGNET STAMPED WITH PLS 13934
 - SET 1/2" IRON PIN WITH PLS 11118 PLASTIC CAP
 - ⊕ FOUND ALUMINUM CAP MONUMENT
 - CALCULATED POINT, NOTHING SET
 - SECTION LINE
 - PL — EXISTING PROPERTY LINE
 - ADJUSTED PROPERTY LINE
 - - - PUBLIC UTILITY EASEMENT, INST. NO. 113134128
 - - - 10' IRRIGATION EASEMENT, INST. NO. 97029947
 - - - 30' LANDSCAPE BUFFER, SEE PLAT OF RIDLEY'S FAMILY CENTER SUBDIVISION
 - * LIGHT POLE
 - ⊙ MANHOLE
 - SSCO SANITARY SEWER CLEANOUT
 - ⊠ POWER BOX
 - ⊙ WATER VALVE
 - ⊗ SPRINKLER BOX
 - ▲ GAS RISER
 - ⊠ DROP INLET
 - ⊠ PEDESTRIAN RAMPS
 - ▭ CONCRETE SIDEWALK
 - ▭ CURB AND GUTTER
 - ▭ PARKING STRIPING



DETAIL
SCALE: 1"=40'

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS RECORD WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT IN TITLE 55, CHAPTER 16, IDAHO CODE.

RECORDERS CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA }

FILED FOR RECORD AT THE REQUEST OF CLINTON W. HANSEN
AT _____ MINUTES PAST _____ O' CLOCK _____ M. THIS _____ DAY OF _____, 20____.

_____, EX-OFFICIO RECORDER

BY _____ DEPUTY

FEE: _____

INSTRUMENT NO. _____

CLINTON W. HANSEN PLS 11118



LandSolutions

Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	70.00'	N89°13'48"W
L2	49.44'	N89°13'48"W
L3	28.50'	N0°46'09"E
L4	20.81'	N0°46'09"E
L5	35.93'	N88°45'41"W
L6	25.16'	S0°46'09"W
L7	34.00'	N89°13'51"W
L8	80.50'	N0°46'09"E
L9	61.00'	S89°13'51"E
L10	14.00'	N89°13'51"W
L11	40.83'	N0°46'09"E
L12	30.99'	S89°13'51"E
L13	11.16'	S0°46'09"W



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: glaw@cityofkuna.com

MEMORANDUM

TO: Wendy Howell; Troy Behunin

FROM: Gordon N. Law
Kuna City Engineer

RE: Ridley1/CCU
Lot Line Adjustment
Lots 4 & 5, Ridley's Family Center Subdivision No.
16-02-LLA

DATE: April 14, 2016

The City Engineer has reviewed the Lot Line Adjustment request of the above applicant(s) dated April 12, 2016. It is understood this lot line adjustment is an attempt by the property owner to configure the boundaries of an existing platted lot to meet the needs of a specific commercial client. The number of lots is not changing, the totals areas of the respective lots remain approximately the same but the footprints change and existing infrastructure and easements may need to be modified. The following comments are provided:

1. The adjusted boundaries for Lot 5 come within approximately 3 feet of an existing PI Main at the northeast corner.
2. The adjusted Lot 5 would include a catch basin, collection line, sand and grease trap and a seepage bed on, or within, the boundaries at the northwest corner.
3. The adjusted Lot 5 would include a catch basin, collection line, sand and grease trap and a seepage bed within the boundaries at the southwest corner.
4. The adjusted Lot 5 would include a sewer service line, sanitary sewer clean-out and associated easement within the boundaries at the southwest corner.
5. There are multiple flower beds and street lights that may require relocation or modification depending on the size of the building footprint.
6. Other than the items noted above, the proposal does not appear to affect publicly maintained utilities or to adversely compromise the ability to expand or extend them in the future. The City Engineer does not know of any situations noted which are impossible to relocate or otherwise modify so that the applicant's proposal could be approved. It may be necessary to vacate and adjust some easements as well.

7. The City Engineer is not familiar with every public utility's facilities and would suggest that all utilities be contacted to ascertain the impact of the proposal on their facilities.

The City Engineer concludes there is not a reason from a public works perspective to provide further comment on the application.



City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.kunacity.id.gov

April 26, 2016

MEMORANDUM

To: Kuna City Council

From: Kuna Planning and Zoning

Due to the tremendous growth and recent annexations in the city, Kuna's current Area of City Impact (ACI) boundary must be expanded to effectively plan for and provide services to its constituency.

In order to facilitate the re-negotiation of Kuna's ACI with the Board of Ada County Commissioners, the Mayor and city staff has prepared the attached letter to proceed with the negotiation process to amend Ada County's comprehensive plan map and zoning ordinance Chapter 9 (specifying the City of Kuna's approved ACI). As stated in Idaho Code, Section 67-6526, the normative process is as follows:

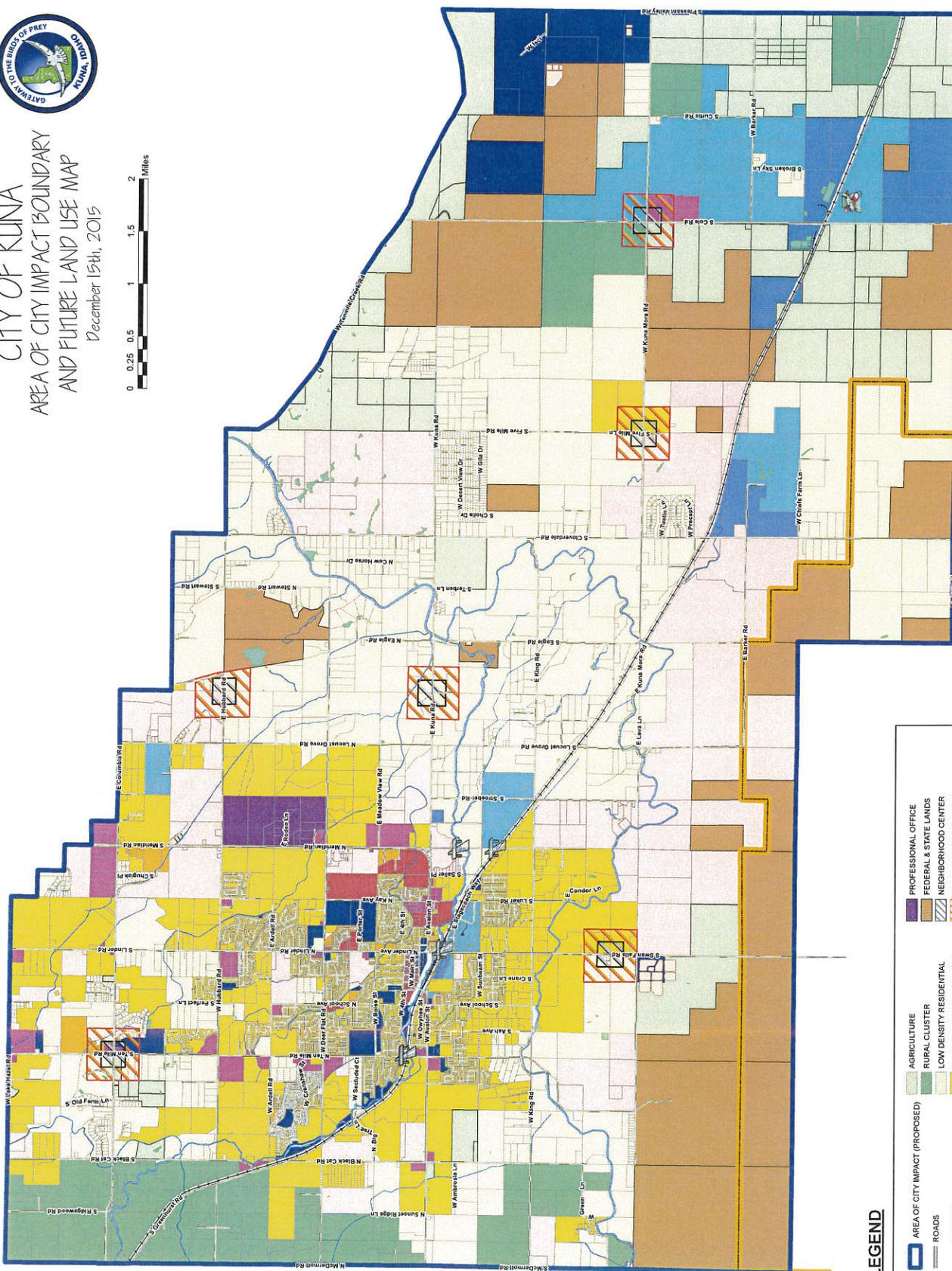
- 1) Ada County receives a letter from the city explaining what they want and asking for negotiation of the ACI.
- 2) Within 30 days of receiving the letter, Ada County will hold a meeting between the City Council and the Ada County Board, in which the City receives high-level direction on how to proceed.
- 3) Both Ada County and City staff discuss the items to be covered in the application material in more detail.
- 4) County and City staff continues to work with the City Council and the Ada County Board.
- 5) Once the City Council and the Ada County board agree on terms, the application will be formally submitted for eventual adoption.

Planning and Zoning staff are preparing to send the attached letter to Ada County to begin ACI negotiations. Please be advised that future ACI negotiations with the Ada County Board will likely require additional time commitments from Council members.

CITY OF KUNA
PLANNING DEPARTMENT
JULY 2014



CITY OF KUNA AREA OF CITY IMPACT BOUNDARY AND FUTURE LAND USE MAP December 15th, 2015



LEGEND

- AREA OF CITY IMPACT (PROPOSED)
 - ROADS
 - RAILROAD
 - WATERBODIES (LAKES, RIVERS & CANALS)
 - PROPOSED AIR STRIP
 - PROPOSED OVERPASS
 - AGRICULTURE
 - RURAL CLUSTER
 - LOW DENSITY RESIDENTIAL
 - MEDIUM DENSITY RESIDENTIAL
 - HIGH DENSITY RESIDENTIAL
 - MIXED USE GENERAL***
 - MIXED USE CITY CENTER
 - COMMERCIAL (NEIGHBORHOOD & COMMUNITY)
 - LIGHT INDUSTRIAL
 - HEAVY INDUSTRIAL
 - PUBLIC
 - PROFESSIONAL OFFICE
 - FEDERAL & STATE LANDS
 - NEIGHBORHOOD CENTER
 - NEIGHBORHOOD DISTRICT
 - BIRDS OF PREY BOUNDARY
- *** MIXED USE GENERAL EXPECTED RESIDENTIAL DENSITIES CAN RANGE FROM 2 TO 30 UNITS PER ACRE

EXHIBIT

tabbles

A.

ORDINANCE NO. 2016-11

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING THE CITY OF KUNA, IDAHO'S BUSINESS LICENSING CODE TO CLARIFY THAT IT APPLIES TO A COMMERCIAL BUSINESS OR HOME OCCUPATION OPERATING WITHIN THE CITY LIMITS; STRIKING THE EXCEPTIONS TO LICENSE REQUIREMENT; PROVIDING THAT THE CLERK OR DESIGNEE MAY ISSUE THE LICENSE; STRIKING THE FEE AMOUNT AND PROVIDING THAT THE FEE SHALL BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDING THAT LICENSE FEES SHALL BE PAID IN FULL; PROVIDING THE APPLICATION FOR LICENSE SHALL BE SUBMITTED TO THE CLERK AND PAID IN FULL; PROVIDING FOR SUSPENSION OF LICENSES; PROVIDING A LICENSE SHALL BE VALID FOR A DURATION OF TWELVE (12) MONTHS; PROVIDING THAT FAILURE TO PROCURE A LICENSE SHALL BE PUNISHABLE AS AN INFRACTION IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH VIOLATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That Title 3, Chapter 4, Kuna City Code, be and the same is hereby amended as follows:

CHAPTER 4 GENERAL LICENSE PROVISIONS

SECTION:

3-4-1: LICENSE REQUIRED:

No person shall operate, conduct or engage in any trade, business, profession or vocation as a commercial business or home occupation business within the city without first having obtained a license from the city clerk or designee. Such license shall be issued upon payment of the fees and upon the applicant's compliance with the applicable provisions of this title. All licenses shall be a personal privilege of the holder thereof and except as expressly provided herein shall become void if the holder shall cease to personally supervise, conduct and operate the trade or business for which such license has been issued. No license fee or any part thereof shall be refunded even though the licensee may fail to operate for the period named therein or any portion of such period.

3-4-2: FORM OF LICENSE:

The city clerk or designee shall prepare a license to be displayed by the business. Each license shall specify the, business name, expiration date and the principal place of business of the licensee.

3-4-3: LICENSE FEES PAYABLE IN ADVANCE:

License fees are nonrefundable and shall be paid to the city clerk. The uniform charge for each license shall be set by resolution.

Applications submitted for new businesses shall pay in advance the full license and expire twelve months from the month of application.

Applications for renewal of an existing business shall pay in advance the full renewal license fee regardless of the month renewed.

3-4-4: APPLICATION FOR LICENSE:

Any person desiring to obtain any of the licenses provided for in this chapter shall first make written application under oath to the city clerk, acting on behalf of the city council, on a form provided by the city clerk. Completed applications shall be submitted to the city clerk. The clerk shall not accept any applications which are not complete. An application shall be deemed submitted when it has been accepted by the city clerk.

3-4-5: APPROVAL OF LICENSE:

Except as otherwise provided in this chapter, all license applications shall be presented to the city clerk for approval. The city clerk, after due consideration of the application, shall either grant or deny the same. The city clerk may deny the application upon finding that the applicant does not meet one (1) or more of the qualifications of this chapter, or that applicant's conduct of business will violate any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho.

3-4-6: LICENSE NONTRANSFERABLE, NONPORTABLE:

Except as specifically provided by this Code or by state law, no license granted or issued by the city shall in any manner be assigned or transferred to any person other than the holder thereof, nor shall it authorize any person other than is mentioned or named therein to conduct such business, nor shall it authorize any other business than is therein mentioned or named to be done or transacted. Additionally, a city license is only valid for the location requested.

3-4-7: SEPARATE LICENSE REQUIRED:

3-4-8: SUSPENSION OR REVOCATION OF LICENSES:

A license granted under the provisions of this chapter may be suspended or revoked at any time by the city council for failure to comply with the applicable provisions of this chapter or for failure to comply with any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho. License fees are not refundable for suspension or revocation of licenses.

3-4-9: DURATION OF LICENSE:

All licenses issued under this chapter shall be valid for a maximum of one (1) year. Each new license shall expire at 12:00 midnight, on the last day of the month, twelve months from the month of original issue. Each renewed license shall expire at 12:00 midnight, on the last day of the month, on the original assigned expiration month. No grace period is provided.

The city clerk has the authority to set the original expiration date to coincide with other city required licensing including but not limited to alcohol licensing.

3-4-10: FAILURE TO PROCURE LICENSE:

Any person that shall operate, conduct or engage in any trade, business, profession or vocation for which a license is required without first procuring such a license from the city clerk shall be deemed in violation punishable by an infraction in the amount of twenty-five dollars (\$25.00) for each violation.

3-4-11: APPEAL FROM DENIAL OF LICENSE:

Any person aggrieved by any action of the city clerk, shall have the right to appeal the action or decision to the city council pursuant to title 1, chapter 15, section 1 of the Kuna City Code.

3-4-12: 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.

3-4-13: EFFECTIVE DATE:

This ordinance shall become effective upon after its public hearing, passage and publication.

ADOPTED this ___ day of _____, 2016.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING THE CITY OF KUNA, IDAHO'S BUSINESS LICENSING CODE TO CLARIFY THAT IT APPLIES TO A COMMERCIAL BUSINESS OR HOME OCCUPATION OPERATING WITHIN THE CITY LIMITS; STRIKING THE EXCEPTIONS TO LICENSE REQUIREMENT; PROVIDING THAT THE CLERK OR DESIGNEE MAY ISSUE THE LICENSE; STRIKING THE FEE AMOUNT AND PROVIDING THAT THE FEE SHALL BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDING THAT LICENSE FEES SHALL BE PAID IN FULL; PROVIDING THE APPLICATION FOR LICENSE SHALL BE SUBMITTED TO THE CLERK AND PAID IN FULL; PROVIDING FOR SUSPENSION OF LICENSES; PROVIDING A LICENSE SHALL BE VALID FOR A DURATION OF TWELVE (12) MONTHS; PROVIDING THAT FAILURE TO PROCURE A LICENSE SHALL BE PUNISHABLE AS AN INFRACTION IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH VIOLATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That Title 3, Chapter 4, Kuna City Code, be and the same is hereby amended as follows:

CHAPTER 4 GENERAL LICENSE PROVISIONS

SECTION:

3-4-1: LICENSE REQUIRED:

No person shall operate, conduct or engage in any trade, business, profession or vocation as a commercial business or home occupation business within the city without first having obtained a license ~~therefor~~ from the ~~director or~~ city clerk or designee. Such license shall be issued upon payment of the fees ~~hereinafter specified~~ and upon the applicant's compliance with the applicable provisions of this title. All licenses shall be a personal privilege of the holder thereof and except as expressly provided herein shall become void if the holder shall cease to personally supervise, conduct and operate the trade or business for which such license has been issued. No license fee or any part thereof shall be refunded even though the licensee may fail to operate for the period named therein or any portion of such period.

~~3-4-2: EXCEPTION TO LICENSE REQUIREMENT:~~

~~No license shall be required under this chapter for any person who is engaged in any trade, business, profession or vocation on the effective date hereof.~~

3-4-~~3~~2: FORM OF LICENSE:

The ~~director or~~ city clerk or designee shall prepare a ~~form of~~ license to be used for the various business licenses displayed by the business. Each license shall specify the holder's name, the type of business licensed, business name, expiration date and the principal place of business of the licensee.

3-4-~~43~~: LICENSE FEES PAYABLE IN ADVANCE:

License fees are nonrefundable and shall be paid ~~in advance~~ to the ~~director or the~~ city clerk. The uniform charge for each license shall be ~~two dollars fifty cents (\$2.50)~~ set by resolution.

Applications submitted for new businesses shall pay in advance the full license and expire twelve months from the month of application.

Applications for renewal of an existing business shall pay in advance the full renewal license fee regardless of the month renewed.

3-4-~~54~~: APPLICATION FOR LICENSE:

Any person desiring to obtain any of the licenses provided for in this chapter shall first make written application under oath to the city clerk, acting on behalf of the city council, on a form provided by the city clerk. Completed applications shall be submitted to the city clerk. The clerk shall not accept any applications which are not complete. An application shall be deemed submitted when it has been accepted by the city clerk.

3-4-~~65~~: APPROVAL OF LICENSE:

Except as otherwise provided in this chapter, all license applications shall be presented to the city clerk for approval. The city clerk, after due consideration of the application, shall either grant or deny the same. The city clerk may deny the application upon finding that the applicant does not meet one (1) or more of the qualifications of this chapter, or that applicant's conduct of business will violate any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho.

3-4-~~76~~: LICENSE NONTRANSFERABLE, NONPORTABLE:

Except as specifically provided by this Code or by state law, no license granted or issued by the city shall in any manner be assigned or transferred to any person other than the holder thereof, nor shall it authorize any person other than is mentioned or named therein to conduct such business, nor shall it authorize any other business than is therein mentioned or named to be done or transacted. Additionally, a city license is only valid for the location requested.

3-4-~~87~~: SEPARATE LICENSE REQUIRED:

3-4-~~98~~: SUSPENSION OR REVOCATION OF LICENSES:

A license granted under the provisions of this chapter may be suspended or revoked at any time by the city council for failure to comply with the applicable provisions of this chapter or for failure to comply with any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho. License fees are not refundable for suspension or revocation of licenses.

3-4-~~109~~: DURATION OF LICENSE:

All licenses issued under this chapter shall be valid for a maximum of one (1) year. Each new license shall expire at 12:00 midnight, on the last day of the month, twelve months from the month of original issue. Each renewed license shall expire at 12:00 midnight, on the last day of the month, on the original assigned expiration month. No grace period is provided.

The city clerk has the authority to set the original expiration date to coincide with other city required licensing including but not limited to alcohol licensing.

~~Except as provided herein and providing that licensee remains in full compliance with the provisions of this chapter, all licenses shall continue in full force and effect from year to year.~~

3-4-~~110~~: FAILURE TO PROCURE LICENSE:

Any person that shall operate, conduct or engage in any trade, business, profession or vocation for which a license is required without first procuring such a license from ~~the director or~~ the city clerk shall be deemed in violation ~~hereof and the violation shall be punishable as a misdemeanor. Each day that such violation occurs shall be deemed a separate offense~~ punishable by an infraction in the amount of twenty-five dollars (\$25.00) for each violation.

3-4-~~121~~: APPEAL FROM DENIAL OF LICENSE:

Any person aggrieved by any action of the city clerk, shall have the right to appeal the action or decision to the city council pursuant to title 1, chapter 15, section 1 of the Kuna City Code.

3-4-12: 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.

3-4-13: EFFECTIVE DATE:

This ordinance shall become effective upon after its public hearing, passage and publication.

ADOPTED this ___ day of _____, 2016.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

(Space above reserved for recording)

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL R1727740013, AND REFERRED TO AS SILVER TRAIL SUBDIVISION NO. 2, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; 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 3rd day of May 2016.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
SILVER TRAIL SUBDIVISION NO. 2

A Re-subdivision of a portion of Lot 53, Block 1 of Danskin Ridge Subdivision No. 5, located in the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho. Being further described as follows:

Commencing at the **POINT OF BEGINNING** at the Northeast Corner of Lot 1, Block 4 of Applewood Subdivision No.1 as recorded in the records of the County of Ada from which the West 1/4 of said Section 11 bears North 89°23'21" West a distance of 78.00 feet;
Thence along North line of the Northwest 1/4 of the Southwest 1/4 of said Section 11 South 89°23'21" East a distance of 556.61 feet to the Northwesterly Boundary corner of Silver Trail Subdivision Phase 1 as recorded in the records of the County of Ada;
Thence leaving said North line along the Westerly boundary line of said Silver Trail Subdivision Phase 1 the following Eight (8) courses;
Thence South 00°36'39" West a distance of 122.30 feet;
Thence North 89°23'21" West a distance of 23.84 feet;
Thence South 00°36'39" West a distance of 150.00 feet;
Thence South 07°37'59" West a distance of 106.78 feet;
Thence South 13°51'13" West a distance of 50.00 feet;
Thence along a curve to the right with a radius of 175.00 feet and a central angle of 01°48'01" an arc length of 5.50 feet with a chord bearing of South 75°14'47" East, and a chord distance of 5.50 feet;
Thence South 22°02'17" West a distance of 100.98 feet;
Thence South 36°00'53" East a distance of 151.45 feet to the boundary of said Applewood Subdivision No.1;
Thence along said boundary of Applewood Subdivision No.1 the following Twelve (12) courses;
Thence South 40°34'46" West a distance of 95.02 feet;
Thence South 34°51'57" West a distance of 79.42 feet;
Thence North 89°23'19" West a distance of 267.31 feet;
Thence South 70°12'21" West a distance of 14.07 feet;
Thence North 64°14'30" West a distance of 50.00 feet;
Thence along a curve to the left with a radius of 325.00 feet and a central angle of 02°03'46" an arc length of 11.70 feet with a chord bearing of South 24°43'37" West, and a chord distance of 11.70 feet;
Thence North 66°17'51" West a distance of 104.35 feet;
Thence North 18°35'38" East a distance of 46.94 feet;
Thence North 00°36'21" East a distance of 76.20 feet;
Thence North 15°28'53" West a distance of 137.80 feet;
Thence North 06°14'35" West a distance of 92.58 feet;
Thence North 00°36'21" East a distance of 390.54 feet to the **POINT OF BEGINNING**.

Said Parcel containing 395,711 square feet or 9.08 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

