

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, 751 W 4th Street, Kuna, Idaho

City Council Meeting AGENDA Tuesday, December 6, 2016

Please note the new City Hall location: 751 W 4th Street, Kuna, Idaho

6:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Karen Hernandez, United Methodist Church
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, November 15, 2016

B. Accounts Payable Dated December 2, 2016 in the Amount of \$510,714.41

C. Final Plat

1. Consideration to approve 16-12-FP (Final Plat – Ardell Estates Sub No. 1) - Applicant seeks final plat approval for Ardell Estates Sub No. 1. If approved, this will create 43 buildable lots and eight (8) commercial lots, at the south west corner of Linder and Ardell Roads.
2. Consideration to approve 16-13-FP (Final Plat – Silver Trail Sub No. 2) - Applicant seeks final plat approval for Silver Trail Sub No. 2. If approved, this will create 45 buildable lots and six (6) commercial lots, adjacent to Silver Trail No.1 and Applewood Subdivision.

D. Resolutions

1. Consideration to approve Resolution No. R90-2016 - Accepting Sewer Easement for the Orchard Lift Station Project

RESOLUTION APPROVING ACCEPTANCE OF A SEWER EASEMENT ON GRANTOR'S PROPERTY FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A SEWER MAIN FOR THE ORCHARD REGIONAL LIFT STATION PROJECT.

2. Consideration to approve Resolution No. R91-2016 - Accepting Temporary Pressure Irrigation Easement for the Greyhawk Subdivision No. 5 Project

RESOLUTION APPROVING ACCEPTANCE OF A TEMPORARY EASEMENT ON PROPERTY OF JERRY HESS AND JOAN HESS LIVING TRUST FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PRESSURE IRRIGATION MAIN FOR THE GREYHAWK SUBDIVISION NO. 5 PROJECT.

3. Consideration to approve Resolution No. R92-2016 - Approving Terms of a Letter of Credit for Timbermist Subdivision No. 3 Project

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING A BOND FOR COMPLETION OF CONSTRUCTION BY COLEMAN HOMES INC. FOR THE TIMBERMIST NO. 3 SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AS REQUIRED FOR PHASE NO. 3 PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Consideration to approve Resolution No. R93-2016 - Approving Terms of a Letter of Credit for Timbermist Subdivision No. 4 Project

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING A BOND FOR COMPLETION OF CONSTRUCTION BY COLEMAN HOMES INC. FOR THE TIMBERMIST NO. 4 SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AS REQUIRED FOR PHASE NO. 4 PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Consideration to approve Resolution No. R94-2016 – Approving the Purchase of a 2016 Big Tex Dump Trailer as Approved in the Fiscal Year 2017 Budget

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO'S FACILITIES DIRECTOR, BOB BACHMAN TO NEGOTIATE THE PURCHASE OF A 2016 BIG TEX DUMP TRAILER FOR THE SUM OF \$7,571.00; AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT; AND AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE.

6. Consideration to approve Resolution No. R95-2016 - Approving the Purchase of a 2016 John Deere 35G Compact Excavator as Approved in the Fiscal Year 2017 Budget

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO
AUTHORIZING THE CITY OF KUNA, IDAHO'S FACILITIES DIRECTOR,
BOB BACHMAN TO NEGOTIATE THE PURCHASE OF A 2016 JOHN
DEERE 35G COMPACT EXCAVATOR FOR THE SUM OF \$48,300.00;
AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE
AGREEMENT; AND AUTHORIZING THE CITY OF KUNA, IDAHO'S
TREASURER, JOHN MARSH TO PAY THE INVOICE.

7. Consideration to approve Resolution No. R96-2016 – Approving the Cost of Living Increase and the 2016-2017 Step and Grade Chart as Approved in the Fiscal Year 2017 Budget

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO
APPROVING THE COST OF LIVING INCREASE OF ONE AND ONE
HALF PERCENT (1.5%) FOR ALL FULL-TIME CITY EMPLOYEES;
ADOPTING THE 2016-2017 STEP AND GRADE CHART FOR ALL FULL-
TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS
EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

E. Findings of Fact and Conclusions of Law

1. Consideration to approve the Findings of Fact and Conclusions of Law for Case No.s 16-02-S and 16-02-ZC – Subdivision and rezone for Airenal Park Subdivision

5. Community Reports or Requests:

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

- A. Public Hearing and Consideration to approve 16-03-ZC – Trevor Kesner, Planner II

A request from Michael Larson to rezone approximately 0.283 acres in City limits from the current R-6 residential zone to a CBD (Central Business District) commercial zoning designation. The site is located at 368 N. Linder Avenue, Kuna, Idaho.

7. Business Items:

- A. *Continued from the November 15, 2016 Kuna City Council Meeting*

Consideration to approve 16-14-FP (Final Plat) – B & A Engineers representing CBH Homes, Inc d.b.a. Challenger Development, LLC: Applicant requests Final Plat approval for Arbor Ridge Subdivision No. 3. The Final Plat for Arbor Ridge Subdivision No. 3 proposes 49 residential lots and two (2) common lots. — Richard Roats, City Attorney

- B.** Consideration to approve 16-04-LLA (Lot Line Adjustment) – Nancy Stauffer, Planning Technician

The applicants seek LLA approval to finalize the mutual solution agreed upon by both parties to solve an encroachment issue on Mr. Smart's property. Mr. Cronin at 556 W. Trini St. unknowingly had structures which were situated on a portion of Mr. Smart's parcel at 925 N. Goiri St. Upon both parties' discovery of the encroachments; rather than move the fence to correct the issue, they negotiated an agreement to record a new record of survey to move said property line, eliminating the encroachments.

- C.** *Continued from the November 15, 2016 Kuna City Council Meeting*
Consideration to approve Resolution No. R88-2016 – Awarding a Bid to Thueson Construction, Inc. in the Amount of \$440,432.63 for the Lake Hazel Sewer Main Project — Gordon Law, City Engineer

RESOLUTION AWARDING BID FOR THE LAKE HAZEL SEWER MAIN PROJECT TO THUESON CONSTRUCTION, INC. IN THE ADJUSTED AMOUNT OF \$440,432.63; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND, WATER FUND AND IRRIGATION FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

- D.** Direction from Council on directives to a committee and appoint two council persons for the committee for Special Event Ordinance amendments – Mayor Stear

A committee is assembling consisting of staff, two council members and Police/Fire/EMS to review the Special Event Ordinance. Council Member Greg McPherson and Council Member Pat Jones have expressed interest in the committee. A preliminary draft has been provided to the proposed committee. The purpose of the amendments is to address portions of the current code that encumber required users of Special Event Plans, staff processing, liability protection for the city and evaluate the city's level of permitting on private property events that allow public participation.

- E.** Discussion on Splash Pad (*No Action Required*) – Bobby Withrow, Parks Director
- F.** Discussion on Health, Dental, Vision, Life, and AD&D Insurance Renewals – John Marsh, City Treasurer
- G.** Discussion on utility indigent accounts and how Kuna City Council wants to address them – John Marsh, City Treasurer
- H.** Consideration to approve Resolution No. R97-2016 – Approving Additional J&M Sanitation Rates – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE FOLLOWING FEE SCHEDULE WITH J&M SANITATION, INC.

- I. Consideration to approve Resolution No. R98-2016 – Approving Contracts with Xpress Bill Pay and Chase Paymentech for Providing Electronic Gateway, Administrative, and Merchant Services for the City Billing and Receipting Processes – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAOR TO EXECUTE CONTRACTS WITH XPRESS BILL PAY AND CHASE PAYMENTECH TO PROVIDE ELECTRONIC GATEWAY, ADMINISTRATIVE, AND MERCHANT SERVICES FOR THE CITY BILLING AND RECEIPTING PROCESSES.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2016-34 – Repealing Kuna City Code Title 7, Chapter 4, Entitled “Railroads”

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING TITLE 7, CHAPTER 4, ENTITLED “RAILROADS” IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

- B. Consideration to approve Ordinance No. 2016-35 – Repealing Ordinance 2012-14

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING ORDINANCE NO. 2012-14 THAT AMENDED TITLE 4, CHAPTER 1, SECTION 3, PART B.1 OF THE KUNA CITY CODE (AS AMENDED), WHICH PROVIDED THAT CERTAIN FEES ASSOCIATED WITH THE APPLICATION FOR A NEW RESIDENTIAL CONSTRUCTION BUILDING PERMIT BE DEFERRED UNTIL ISSUANCE OF THE CERTIFICATE OF OCCUPANCY; CLARIFYING WHEN PERMIT AND PLAN REVIEW FEES ARE PAYABLE; AND PROVIDING AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

- A. Discussion on a way to use the funds from the scrap iron bins to create a dedicated fund for employee lunches or banquets – Mayor Stear

10. Announcements:

11. Executive Session:

12. Adjournment:



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Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho

City Council Meeting MINUTES Tuesday, November 15, 2016

Please note the new City Hall location: 751 W 4th Street, Kuna, Idaho

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 Richard Cardoza
 Council Member Briana Buban-Vonder Haar
 Council Member Greg McPherson

CITY STAFF PRESENT: Richard Roats, City Attorney
 Chris Engels, City Clerk
 Wendy Howell, P & Z Director
 Gordon Law, City Engineer
 John Marsh, City Treasurer
 Bob Bachman, Fleet/Facilities Director
 Bobby Withrow, Parks Director
 Troy Behunin, Senior Planner
 Trevor Kesner, Planner II

2. **Invocation:** Scott Piper, First Baptist Church

3. **Pledge of Allegiance:** Mayor Stear

4. **Consent Agenda:**
 (Timestamp 00:00:53)

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.

Mayor Stear requested the agenda be amended to move item 4.E.1. from the Consent Agenda to Business as item 7.G. and moving item 7.D. to Discussion items.

Council President Jones requested 4.C.1. accounts payable Kendall Ford bill be moved to Business as one (1) item and a bill from The Jordel Company with a bill from ConPaz be moved to Business as one (1) item.

Council President Jones moved to approve the requested amendments to the agenda. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.

A. City Council Meeting Minutes:

1. Regular City Council Minutes, October 18, 2016

B. Accounts Payable Dated November 9, 2016 in the Amount of \$643,467.59

C. Final Plat

1. Consideration to approve 16-14-FP (Final Plat) – B & A Engineers representing CBH Homes, Inc d.b.a. Challenger Development, LLC: Applicant requests Final Plat approval for Arbor Ridge Subdivision No. 3. The Final Plat for Arbor Ridge Subdivision No. 3 proposes 49 residential lots and two (2) common lots.

16-14-FP (Final Plat) moved to Business as item 7.H.

D. Resolutions

1. Consideration to approve Resolution No. R72-2016A – Adopting Amended 2017 Irrigation Assessment Resolution correcting assessment language for commercial properties

AMENDED RESOLUTION OF THE COUNCIL OF THE CITY OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR SAID CITY; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2017 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2017 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2017 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING AMENDED UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2017 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

E. Findings of Fact and Conclusions of Law

1. Consideration to approve the Findings of Fact and Conclusions of Law for Case No.s 16-01-ZC (rezone) and 16-01-S (Preliminary Plat); a request from Steve Arnold with A-Team Consultants, representing Oasis Properties, LLC; to rezone approximately 6.3 acres from R-6 (Medium Density) to R-8 (Medium Density) residential zone and to subdivide the property creating a 20 lot subdivision (12 buildable lots and 8 common lots) in Kuna, Idaho (APN #: S1326428020).

Findings of Fact and Conclusions of Law for Case No.s 16-01-ZC (rezone) and 16-01-S (Preliminary Plat) moved to Business as item 7.G.

Council President Jones moved to approve the remaining consent agenda. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.

5. Community Reports or Requests:

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

7. Business Items:

(Timestamp 00:03:18)

- A. Consideration to approve Stephen Damron as the new Planning and Zoning Commissioner whose term would expire November 15, 2019. – Wendy Howell, Planning and Zoning Director

Planning and Zoning Director Wendy Howell reviewed the summary narrative provided by Stephen Damron and included in the City Council Packet. Mr. Damron was interested in the Planning and Zoning Commissioner position that was vacated by Stephanie Wierschem. His term would expire November 15, 2019 not the first as listed in her memo. This was the only application for the position at that point and Ms. Howell submitted it to Council for approval.

Council Member Jones moved to approve Stephen Damron as the new Planning and Zoning Commissioner. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.

- B. Consideration to approve Resolution No. R86-2016 Approving Agreement with J-U-B Engineers, Inc. to Design Ardell Pump Station – Gordon Law, City Engineer
(Timestamp 00:05:06)

City Engineer Gordon Law explained it has been about 9 (nine) years since the City has built a pump station. There is a location that deserves consideration and a design for it by JUB, in response to the request for proposal, was received. This is important now that the city is reaching the end of the capacities of the existing pump stations. There are also some dead spots in the system where it is hard to maintain pressure for certain locations. This project will address that and it will figure out how the ponds that go with the pump stations can take up less space and be more economical. That is part of the reason he asked for a particular individual to help figure out the design for this pump station. The price is listed in the memo that came with the

resolution in the Council Packet. It has been reviewed, discussed, and haggled and this was the resulting number. He recommended approval and stood for questions.

RESOLUTION AWARDING CONTRACT FOR DESIGN OF THE ARDELL PRESSURE IRRIGATION PUMP STATION PROJECT TO J-U-B ENGINEERS, INC. IN THE AMOUNT OF \$44,200.00; DIRECTING EXPENDITURE OF FUNDS FROM THE IRRIGATION AND WATER FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID PROPOSER.

Council Member Jones moved to approve Resolution No. R86-2016. Seconded by Council Member Buban-Vonder Harr. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.

Voting No: None

Motion carried 4-0.

- C. Consideration to approve Resolution No. R87-2016 Approving Agreement with Keller Associates to Design the Kuna 2017 Pressure Irrigation Project – Gordon Law, City Engineer
(Timestamp 00:08:23)

City Engineer Gordon Law explained this project is a continuation of a number of irrigation trunk line projects. Over the years when the City did not construct any pump stations it was primarily because the City was connecting them to storage facilities and other pump stations that helped to take advantage of the full capacity of these pump stations. This particular project does four (4) things; it extends a line to Tomorrow Pump Station, extends a line to Chapparosa Pump Station, extends a line to Crimson Pump Station, and augments the supplies to all of those pump stations and hopefully takes advantage of their capacities. In addition, a water line extension came to his attention after this project was budgeted for and he brought it before Council for approval to be included in this project. The fire chief called Mr. Law approximately a month before this meeting and shared a low pressure spot for fire protection in the commercial area fronting on highway 69. There is a piece of water line Mr. Law is proposing to extend that was not included as a line item in the budget but is a reasonable thing to do to support the development of the commercial area in the vicinity of Ridley's. He recommended approving the resolution and stood for questions.

Council Member Cardoza asked if Ridley's and the Tractor Supply should pay for the additional pressure to be contributed to that area.

Mr. Law said if it is caught at the right time that is not a bad approach to take but now each of those projects has continued passed the point in which it would work to do that.

Council President Jones clarified that Mr. Law was proposing not to use contingency but to use a portion of the funds from well tank 5 and booster stations and that Mr. Law has no budget concerns with this.

Mr. Law reminded Council that when he brought the project before Council originally he had said that he would need to come back and evaluate a number of things including other demands on the system such as going east of Falcon Crest. It is within the same spirit he proposes this. Something unknown during budget but known now needs to be addressed using a portion of those funds.

RESOLUTION AWARDING CONTRACT FOR THE 2017 PRESSURE IRRIGATION PIPELINE PROJECT TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$52,150.00 FOR DESIGN OF THE PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE IRRIGATION AND WATER FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID PROPOSER.

Council Member Buban-Vonder Harr moved to approve Resolution No. R87-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.

Voting No: None

Motion carried 4-0.

Council Member Cardoza asked Mr. Law about the City not being able to determine the best qualified engineering firm based on cost.

Mr. Law said that statement has been on a number of items he has submitted to Council. Without saying he appreciates the position or not, apparently the professional engineers' organization proposed many years ago a process for evaluating engineering contracts so that it did not become a bidding war for services where price would be the only issue. They convinced the legislature that making the selection based on cost is not the criteria under which these services should be provided. It should be based on the qualifications to do the work. That decision was incorporated into the code. It is a little counterintuitive so he puts it in with his items to remind himself and everyone else that he has to base his decisions on qualifications not cost. He does still watch cost though and if there is ever a case when the qualifications are roughly equivalent he looks at their work history.

Council Member Cardoza said the contractors under the engineers have to place bids and the engineers traditionally take the low bidders yet they do not have to be accountable for their fees. He asked Mr. Law if they are all competitive as far as percentages.

Mr. Law said he lists the last projects and unitizes per foot what it cost for those portions of expenditures for a project. It gets harder when dealing with something like a JUB contract for a pump station because it is hard to unitize that by foot to compare. Each one has its own unique condition but, for pipeline projects, you can kind of get the drift of how expenditures are going.

Council Member Cardoza thanked Mr. Law and Mayor Stear.

- D.** Consideration to table to the first meeting in December Resolution No. R88-2016 Awarding a Bid to Thueson Construction, Inc. in the amount of \$615,267.00 for the Lake Hazel Sewer Main Project – Gordon Law, City Engineer

Resolution No. R88-2016 moved to Mayor/Council Discussion Items.

(Timestamp 01:19:00)

Mayor Stear stated that the City is running into some situations with bidding because the economy has changed and engineering companies are busier. City Engineer Gordon Law has asked to discuss the new bidding climate with Council.

Mr. Law asked Council to table the approval or award of the bid that is mentioned for the Lake Hazel Sewer Project.

He explained the reason for requesting a delay until the first meeting in December is to give him time to negotiate a reduced project with the winning bidder. The original bid is beyond the amount explicitly budgeted for this project and needs to be closer to the budgeted amount. After negotiations he will come back with a recommendation for Council in regards to the project. He shared that the City has been involved in the process of trying to figure out how to serve the corporate properties on the north side of town. Part of those properties is the 107 acres the City used to own but was subsequently sold to a developer. There are quite a few other acres up in that vicinity that, in order to be served, need this Lake Hazel Project to be constructed so they can be brought in. The project involves upsizing what was to be a private lift station for the Memory Ranch Development into a regional lift station and then extending trunk lines north on Ten Mile to Lake Hazel and from there branching out; one (1) continuing north on Ten Mile and the other going east on Lake Hazel with both of those branches crossing Mason Creek to get to the properties beyond that need to be served. There are some difficulties with this project as well as a changed bidding climate because of the busy activity that is going on right now. Simply put, the price came in high. When those things happen there are four (4) things that can be done; the project can be cancelled and things delayed, a reduced project can be negotiated, contingency funds can be used to cover the differential, or the budget can be amended. His recommendation is to try the easier one (1) first so he is asking for the three (3) weeks' time to the first meeting in December to consider this bid. He stood for questions.

Mayor Stear said bids are coming in high now and this is no exception. He supports tabling the item and possibly downsizing the project in length in order to bring it

closer to the budgeted amount. There are several items in the City's plans that bids have been estimated for and he wanted Council to be aware that there may be more cases like this.

Council Member Cardoza asked if money had already been allocated to upsize to a regional lift in conjunction with Memory Ranch.

Mr. Law said it is in the process of being upsized but it has not been paid for. This project has a budget of \$700,000.00 and there is a contingency account of \$200,000.00. \$200,000.00 is for upsizing the lift station. The remainder was for this project and the bid came in at \$615,267.00. The difference is upside down. The project needs to be brought back in budget or closer to it so Council can decide on it.

Council Member Cardoza asked, considering the project has already been approved, what other options were available if the project can't be downsized.

Mr. Law said there are three (3) other options. He does not recommend any of them at this point. The options are to cancel the project and delay those who have already invested, dump contingency funds into the project but he does not want to do that because he has another project that may be affected similarly, or the budget can be amended and the project can be done as bid.

Mayor Stear explained that the City is looking to keep the upsize of the lift station but to shorten the project in length so that things do not have to be done over again. This would take care of what needs to be done right now and take care of the people involved with it. The amount of distance from that point to the next person that needs service is what the project will be short on. That will probably require some investment from the next person down the road or something to that effect. This is the best solution to save the City some money and stay on budget.

Council Member Cardoza asked about the cost difference between a conventional lift station and a regional lift station.

Mr. Law said for this particular lift station it is a \$200,000.00 difference. The developer for Memory Ranch was going to put in a local lift station that would have cost a little in excess of \$300,000.00. The City negotiated with him to pay the increased amount to make it a regional lift station and he was willing to cooperate with the City to do that.

Council Member Cardoza asked if it would be beneficial to go with the conventional lift station and put in another lift station down Lake Hazel to the east.

Mr. Law said financially that is probably not the thing to do. The conventional lift station starts at a little over \$300,000.00 and this regional lift is several times more than double the capacity for \$200,000.00 additional. He did not want to spend over

\$300,000.00 for a second lift station when he can get the whole thing for \$200,000.00.

Council Member Cardoza clarified that two (2) lift stations do not give better capacity than one (1) regional lift station.

Council President Jones asked how a bid at \$615,267.00 is too high when \$700,000.00 is what was budgeted for the project. He asked if the City wants to do more with the project or if the bid does not reflect what the City wants to do.

Mr. Law said the plan was to do a certain length of sewer lines with a certain number of crossings. Less will have to be done to keep the project in budget.

Council Member Buban-Vonder Haar explained that Mr. Law was saying \$700,000.00 was budgeted for the project. \$200,000.00 of that was for one (1) specific thing and \$500,000.00 was for this part of the project. This bid came in at \$615,267.00 so it needs to be brought closer to \$500,000.00 in order to be on budget.

Council President Jones clarified that the bid is about \$115,000.00 over budget.

Council Member Buban-Vonder Haar said yes, and Mr. Law is trying to get it closer to the \$500,000.00 budgeted.

Council President Jones said not putting in a regional lift station would not be the best option if the regional lift station can be done.

Mayor Stear said putting in a regional lift station will save the City money; it is just a matter of how to get it with the money that has been budgeted for it.

RESOLUTION AWARDDING BID FOR THE LAKE HAZEL SEWER MAIN PROJECT TO THUESON CONSTRUCTION, INC. IN THE AMOUNT OF \$615,267.00; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

Council Member Buban-Vonder Harr moved to table Resolution No. R88-2016 until the December 6, 2016 meeting. Seconded by Council Member McPherson. Motion carried 4-0.

- E. Consideration to approve Resolution No. R89-2016 Creating an Art Commission and Appointing Members – Chris Engels, City Clerk
(Timestamp 00:15:49)

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO HEREBY CREATING AND NAMING AN ARTS COMMISSION, SETTING FORTH ITS

DUTIES, APPOINTING ITS MEMBERS, ESTABLISHING MEETING TIMES AND CREATING THE TERM OF SERVICE.

City Clerk Chris Engels reviewed the resolution and the letters of interest from interested parties she provided in the Council Packet. She said there are nine (9) interested parties and they are enthusiastic. They have been contacting Ms. Engels to find out when this might get started. She stood for any questions.

Council Member Buban-Vonder Haar asked if there were term limits. Ms. Engels had mentioned there were quite a few people interested and Council Member Buban-Vonder Haar was wondering if there would be an opportunity to rotate.

Ms. Engels said the term limits set out in the resolution are two (2) year term limits. It is under "Be it further resolved" in the resolution.

Council Member Cardoza asked if there would be a conflict of interest to have a City employee on the committee.

Ms. Engels said she discussed that with the Mayor and City Attorney Richard Roats. Since the meetings would be on the employee's time and the employee would not be compensated for it; it is not a conflict of interest.

Council Member Cardoza said he has no problem with the employee being on the committee he just didn't want any problems down the road.

Council Member Buban-Vonder Haar asked if all the members start at the same time does that mean the entire commission rotates off at once. She wondered if there would be value in staggering that a bit so there is always someone with some commission knowledge staying on for when new people come on.

Ms. Engels said that is a good idea. This is a very large group for a commission to start. The trend with other commissions and committees is that some of the members tend to fall off. If Council is more comfortable, they can certainly be staggered. It can be determined who would be interested in two (2) year terms and who would be interested in one (1) year terms and assign those appropriately.

Council Member Buban-Vonder Harr said she would be fine with one (1) or two (2) or even two (2) or three (3) to start. Her vision would be that no more than half the committee finishes a term at a time. That way as new folks come on there is institutional knowledge and less time needed to figure things out before getting started.

Ms. Engels agreed and said it could be done in the bylaws.

Council President Jones commented on the letters of interest. He felt some great ideas were already being pitched and he had no problems with it at all. It is a good, diversified group of people.

Council Member Jones moved to approve Resolution No. R89-2016. Seconded by Council Member Buban-Vonder Harr. Motion carried 4-0.

- F. Consideration to approve approximately \$5,000.00 from the contingency fund to secure archival supplies for certain permanent city documents. – Chris Engels, City Clerk
(Timestamp 00:19:20)

City Clerk Chris Engels referenced the memo she included in the Council Packet. The City has documents going back to 1915; including minutes and agendas. They are in such fragile state that the City needs to really pay attention to how current documents are being preserved so that in 100 years the City is not experiencing the same kind of deterioration. One (1) of the deterioration factors is the pages being flipped through frequently. Another factor is the type of paper. Archival paper has not been the standard for the City. The City had applied for a grant with the Idaho Historical Society and they provided education on the necessary use of archival paper not only for permanent document retention but for the reference copies as well. Even though the reference copies are used they are still retained and need to be viable. She asked Council for \$5,000.00 out of contingency to obtain turned edge binders for the City's agendas, minutes, ordinances, resolutions, and irrigation documents because those are all permanent historical documents for the City. They are 120 point binder board so they are a little bit more secure. Other archival supplies would be obtained such as archival bond paper and archival boxes with expanding archival folders. The permanent documents on the archival paper will go in those for retention and the reference documents will go in the binders that are designed for those pages to move a little more freely. Reference documents will go on archival paper as well. It is a little bit of an investment but the City is trying to catch up from 1915. Going forward this will be the standard for permanent documents on this selection. The price will be far less each year. It will be closer to what is spent annually versus all at once.

Mayor Stear added that he and Ms. Engels had talked about this. Some of the documents are in such fragile state that this should probably be done sooner rather than later. Also, the room to store all the documents will be built soon and it would be more efficient to know what those documents will look like and how they need to be stored instead of waiting until next year's budget and modifying the storage room to fit those new items.

Ms. Engels shared that by converting to archival paper at this point for reference copies she would be able to come back at a later time to discuss with Council their thoughts on actually transferring the City's true permanent records of the City to the Idaho Historical Society. They have temperature controlled rooms and are experts in

that field. They welcome those records and will work with the City on certain aspects of preserving documents including the reference copies.

Council Member Buban-Vonder Haar asked if there was a current requirement that the City has to maintain paper copies of everything.

Ms. Engels said yes, the City has converted most of these documents over to digital copies for retention purposes but the City is still required to have paper copies as well.

Council President Jones clarified that this needs to be done for the older documents as well, not just the current documents.

Ms. Engels said yes.

Council President Jones asked where the City was as far as digitizing documents.

Ms. Engels said, as far as the Clerk's Office, most of the documents have been digitized and in most cases documents are added as they come in. Other permanent documents of the City need to be digitized for other departments now.

Council President Jones was concerned about having enough staff to get this done. When digitizing the files first came up it was thought to be a part time job but it turned into a full time job. He was also concerned about being able to get all of this done in a year. He thought it might be good to split it up. He asked if the request was for funds from the general fund contingency or contingency from all the funds.

Ms. Engels explained that when she talked to City Treasurer John Marsh he explained that because it is the City's documents it comes from all the funds.

Council President Jones asked how long it would take to put all of this stuff on paper.

Ms. Engels said the better part of 2017. The Clerk's Office is a busy office and works hard to keep up but it is the responsibility of the Clerk's Office to preserve these documents. That is what this is for.

Council President Jones said he is fine with that but he is concerned about having the staff time to do it since the supplies are being bought all at once. The digital copies are not even complete yet.

Ms. Engels said she can see what he is saying. The documents she is referring to in her memo, which are minutes, agendas, resolutions, ordinances, and irrigation, have all been digitalized. The documents that have not been digitized are from other departments and she needs to work with those directors to go over those documents and their digitalization.

Council President Jones clarified that everything just needs to be printed off.

Ms. Engels said yes, and then the existing permanent documents transferred into the archival boxes and folders because it is a different type of material that does not destroy the pages. If Council would like it done in stages she can evaluate that and determine the best way to do that.

Council President Jones said if it needs to be done in stages because Ms. Engels does not have the staff to finish it all then he would prefer it that way but if Ms. Engels thinks it can all be done it one (1) year he has no problem doing it that way.

Ms. Engels asked if Council President Jones would like to consider approval for 25% of the amount requested. She could work with the 25% and when the Clerk's Office is done with that she can come back to ask for more.

Council President Jones said he will go with Ms. Engels judgement.

Mayor Stear said the problem he thought staff might run into is the older documents taking more time than the newer documents based on how they have to be handled. An actual estimate on time would be a little tough to give. He thinks it would be wise to get it done all at once though so the storage room can be planned appropriately. He does not think it will take much more than a year but it is hard to tell with the old documents. Staff will have to take their time and be careful, he did not know how many of the old documents there are. Beyond that, most of it will go fairly rapidly. He said he also thought it could be possible to do some of the older documents and then work backwards if need be to get it done quicker.

Ms. Engels added that, moving forward, archival paper would be standard for permanent documents and reference copies.

Council President Jones wanted to be sure that when the storage room is built it is built to handle everything that will be put in it.

Ms. Engels said she would be working closely with Facilities Director Bob Bachman on that. The Clerk's Office has also started going through records and she will be coming to Council in upcoming meetings to request permission to destroy documents that no longer need to be retained. That has to go through the Historical Society first and then City Attorney Richard Roats reviews it. After that it goes to Council for destruction. The Clerk's Office is trying to get some of those documents moved out and Mr. Bachman has been great as far as working through whatever is needed. There are factors, like a city in Northern Idaho that lost all their permanent documents when the sewer backed up and destroy everything they were storing in their County Office basement. That is just another example of why the City's documents need to be tended to carefully.

Council President Jones agreed. He wanted to make sure the storage room is built large enough in case other items need to be stored there. He said it is better to build bigger now than to add on to it later. He said he would leave it up to staff to figure out.

Mayor Stear said that is why the request is to do it all at once.

Council President Jones moved to approve \$5,000.00 from all the contingency funds to secure archival supplies for certain permanent City documents. Seconded by Council Member Buban-Vonder Haar. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.

Voting No: None

Motion carried 4-0.

- G. Consideration to approve the Findings of Fact and Conclusions of Law for Case No.s 16-01-ZC (rezone) and 16-01-S (Preliminary Plat); a request from Steve Arnold with A-Team Consultants, representing Oasis Properties, LLC; to rezone approximately 6.3 acres from R-6 (Medium Density) to R-8 (Medium Density) residential zone and to subdivide the property creating a 20 lot subdivision (12 buildable lots and 8 common lots) in Kuna, Idaho (APN #: S1326428020).**

(Timestamp 00:32:30)

Mayor Stear stated this is the item that only Council Member Buban-Vonder Haar can vote on.

Council President Jones recused himself from the voting of 16-01-ZC (Rezone) and 16-01-S (Preliminary Plat) for subdivision 16-01 based on previous discussion.

Council Member McPherson also recused himself from 16-01-ZC (Rezone) and 16-01-S (Preliminary Plat).

Council Member Cardoza also recused himself from 16-01-ZC (Rezone) and 16-01-S (Preliminary Plat).

Council Member Buban-Vonder Haar approved the Findings of Fact and Conclusions of Law for 16-01-ZC (rezone) and 16-01-S (Preliminary Plat).

- H. Consideration to approve 16-14-FP (Final Plat) – B & A Engineers representing CBH Homes, Inc d.b.a. Challenger Development, LLC: Applicant requests Final Plat approval for Arbor Ridge Subdivision No. 3. The Final Plat for Arbor Ridge Subdivision No. 3 proposes 49 residential lots and two (2) common lots.**

(Timestamp 00:35:37)

Council President Jones said based on recent events he has been making sure he has all his t's crossed and his i's dotted. He went back and reviewed the final plat

ordinance of Kuna City Code 6-2-4 and there are several requirements listed that need to be approved, inspected, and completed before a subdivider can submit for final plat approval. He wanted to be sure he was reading it properly. At the very end of 6-2-4 it says, "The following items shall be completed by the subdivider, and inspected and approved by the city engineer and/or their designee and other approving agencies, prior to the subdivider submitting for final plat approval; said items are not eligible for financial guarantees as provided for in KCC 6-4-3. The city engineer's approval shall be in the form of a memorandum confirming completion of the following:..." He noticed item #4 is requiring the construction of an all-around weather road system subject to the Kuna Fire Chief and Ada County Highway District (ACHD) inspections and approvals. He did not see where they had approved the road system. Item #5 is the installation of street signs followed by city engineer, Kuna Fire District, and ACHD inspections and approvals. Those street signs are currently not installed. Also, item #9 is the provision of permanent approved perimeter fencing along the subdivisions outer perimeter, which shall require a building permit. Unless, he has missed it somewhere and that is not required, that has not been completed either. His suggestion is that this item be tabled until those items are completed and signed off as required by 6-2-4.

Planning and Zoning Director Wendy Howell respectfully disagreed. Typically Final Plat is brought to Council for approval. What Council is approving is the technical requirements of the plat itself. The construction is done after the approval of City Council which is signed off by City Engineer Gordon Law who does the inspections. Until those items have been done he will not sign off. He cannot sign it until City Council has approved it. This is just one of the many steps before getting to the absolute final plat. The construction of roads and everything else is happening simultaneously as the plat is processing.

Council President Jones asked City Attorney Richard Roats to take a look at the code because that is not the way he is reading it. He is reading it as all of these items need to be done before submitting for final plat approval.

Council Member Buban-Vonder Haar clarified that Council President Jones was looking at Kuna City Code and not something in the Council Packet.

Council President Jones said yes, it is Kuna City Code 6-2-4 under Final Plat and it is at the very end.

City Engineer Gordon Law said he was not prepared to answer the question specifically but, as Ms. Howell said, at the very end, before the plat is signed and becomes effective, the items Council President Jones read are the items they specifically go through. His statutory charge is to do that before he affixes his signature on the plat. He is the last one to affix a signature to ensure those things are done. He would also be interested in the City Attorney's evaluation of whether or not approving the plat is the same as Council voting to approve the form of the plat because he does not know the answer.

Council President Jones said his question is only procedural. The code says Council is to take into consideration the other agencies comments. He wanted to know, if the agencies have not looked at it or commented on it, how Council can do that.

Mr. Law said that is an appropriate question. He believes those are submitted as part of this process.

Ms. Howell said she had all of the documents, including Mr. Law's dated October 31, 2016, and ACHD will not sign off on the plat until they are satisfied and it goes through each of the agencies. Staff knows agencies are satisfied when their signature shows up on the final plat.

Council President Jones asked why Council would approve this.

Ms. Howell said her best answer is red tape.

Council Member Buban-Vonder Haar asked City Attorney Richard Roats if it would be best to table this item to the end of the meeting so he could have a chance to look at it.

Mr. Roats said he was reading it and trying to reconcile the first part of 6-2-4 where it discusses the city engineer's signature on the final plat bylaw with what was apparently added at another time where it says additionally and adds those conditions Council President Jones was referring to. He suggested taking a couple minutes to go over it with Mr. Law; if his signature is the last to go on does that contradict the submission before City Council. It may just be a conflict within the code that has never been resolved.

Council President Jones asked, if the city engineer has set forth any requirements, would that change the final plat.

Council Member Buban-Vonder Haar clarified that Council President Jones was asking if the Council were to approve the final plat but the city engineer still needed to go through it and then city engineer says the developer needs to change something, what happens.

Ms. Howell said it is too far down the road at this point for that. The city engineer's requirements for any changes in the plans are generally taken care of early on in the process before it is brought to Council. Planning and Zoning staff communicates with the city engineer to verify any requirements are satisfied before coming to Council. She added that in 6-2-4, above the additional section referring to before the city engineer can sign, it says, "...and the city council has approved the final plat."

Council Member Buban-Vonder Haar said she definitely understands Council President Jones' confusion because the additional portion talks about things that have not happened yet.

Mr. Roats said a literal reading would require those items be done before submitting to Council for approval with a memorandum from the city engineer explaining it.

Ms. Howell disagreed.

Mayor Stear asked if the item needed to be tabled until this could be addressed.

Ms. Howell and Mr. Roats said yes.

Ms. Howell added this would potentially put the developer two (2) weeks behind which is a lot of money.

Council Member Buban-Vonder Haar moved to table Case No. 16-14-FP (Final Plat) Arbor Ridge Subdivision No. 3 until the first meeting in December 2016. Seconded by Council President Jones. Motion carried 4-0.

Council President Jones added that he has no objections but wanted to be sure that if any changes needed to be made they would be brought before Council.

- I. The Kendell Ford of Meridian Bill for the Building Inspector Pick-Up presented in Accounts Payable dated November 9, 2016 on page 33 of 75 under 4B.**
(Timestamp 00:48:31)

Council President Jones wanted to make sure that the purchase was made following the correct procedures. City Treasurer John Marsh was not there to clarify but Council President Jones said when he talked to him at the previous Council Meeting, he told him the GL column is the month and year the line item is being expensed out of. The purchase in question is the building inspection pick-up truck. He has no concerns with the purchase of the truck, just that it is listed as coming out of September 2016 and it was not budgeted for that fiscal year. He was under the impression that when this happens a budget amendment is needed which could possibly require a public hearing. Council President Jones was not sure what procedure was needed in this case.

Mayor Stear said City Treasurer John Marsh can correct the date on that. He did not know why the date was entered as part of the last fiscal year.

Council Member Cardoza asked if it was budgeted for the current fiscal year.

Council President Jones and Mayor Stear said it was.

Council President Jones asked that Mayor Stear ask Mr. Marsh about the line item.

Council President Jones moved to approve paying the Kendall Ford bill for the building inspector pick-up truck. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.

- J. The Jordel Company Bill and ConPaz Bill for the Art Show presented in Accounts Payable dated November 9, 2016 on pages 14 and 51 of 75 under 4B.**
(Timestamp 00:52:19)

Council President Jones said he was concerned because the City has spent over \$5,000.00 to put on an event. He was not necessarily against the event. He was concerned about the value of the money spent to do it. When flyers were sent out for the mud run the City only spent \$1,600.00. This was double for that expense. He felt the value for the expense was concerning.

Council Member Buban-Vonder Haar asked about the cost of adding something to mail out with the utility bill. Instead of doing a mailer an insert could be added to the utility bill.

City Clerk Chris Engels said she did not know the cost of inserting it into the utility bill but she could discuss the difference in the cost between the mailers for the mud run and the art show. She worked with Mark from the UPS Store in depth on the EDDM process. Basically that is a less expensive way to do a mail out because it includes the card and all the printing and the postage and then the purchaser can select certain routes to mail to. The price for the art show is for all mail routes in the city of Kuna. The Down N' Dirty mailer was only sent to certain mail routes based on subdivisions. The Down N' Dirty was targeted for families, where as with the art show; everyone in Kuna was targeted because input on downtown revitalization was being taken.

Council President Jones asked how much money was made off of the art show.

Ms. Engels said the 20% off the vendor's share was a little over \$1,500.00 plus there was another \$165.00 in table fees. The intent was to introduce this event for downtown with a good advertising run. Staff is well aware that costs were inverted and it was expected. The City won't be able to do this again next year so the intent was to introduce this downtown option to the community in a bold way by using the marketing funds and downtown funds that were available through High Five. Ms. Engels had reviewed these expenses with High Five prior to making purchases. This kind of advertising won't occur again because there won't be funding to do it again.

Council President Jones was concerned because if someone were to ask Council for \$5,000.00 to do an event to promote and raise funds for downtown he would not approve it.

Ms. Engels explained that the event was facilitated by the City not a private party.

Council President Jones said he understands that but he does not understand why a private party would be treated differently than a city event.

Ms. Engels said the purpose of this event was to bring about a new fundraising mechanism for downtown and downtown will be ongoing for a number of years. This event was held to enhance downtown economic vitality by bringing people downtown and getting them out of their vehicles, using the pedestrian walkway which is what the funding was for. This is what the money was targeted for the entire grant process; for the City to introduce and seed the project really well to start with and then in future years as it continues the City will have to work within the seeded budget that is available. It is very similar to some of the other programs the City has done; the initial investment is more costly than the subsequent years.

Council President Jones said he understands that but he is not sure people actually spent money downtown because of this event.

Council Member Buban-Vonder Haar said she would play devil's advocate. She went to the event and then went to the restaurant Lima Limon afterwards. They spent about \$55.00 on lunch and then they walked to the gas station and got a red box. It worked in their case. It got them walking around downtown and they spent money in a couple different places.

Council President Jones said that is great but he asked if Lima Limon got to put their name on the event. He was concerned that not everyone was being treated consistently and fairly. It is a learning experience. He said he was not after the event; just making sure proper procedures were being followed and perceptions were not skewed.

Council Member Buban-Vonder Haar said she was totally on board with making sure the City opens up opportunities to lots of businesses in town when there is the opportunity for partnerships. She did not think there was an opportunity to be a food vendor in this case though.

Council President Jones asked if the money collected went back into the contingency fund to cover the money already taken out for downtown.

Council Member Buban-Vonder Haar responded that it came from a grant.

Council President Jones said if it is for downtown fundraising he would assume it would go towards the costs the City has already given because the City has spent over \$140,000.00. He asked again if the money goes back into contingency.

Mayor Stear said there is a separate account for downtown revitalization. The City knew the event was going to cost more than what was made initially otherwise the flyer never would have been sent out. Flyers are very expensive but this was to raise awareness and seed for a new event. This was not about making a bunch of money;

it was about raising awareness of the downtown revitalization project. There were a lot of people who had never seen the project before that got to take a look at it.

Council President Jones said he was not worried about making a profit but he was not aware of the City ever spending that type of money on any other meetings regarding downtown that have accomplished the same thing. If someone else came in and offered to do that he did not think the City would give it to them.

Mayor Stear said they would have to have a good sales pitch to get that kind of money for something they know is going to lose money.

Council President Jones said if the City is giving them the money why would it matter to them. If someone offered to hold an event and give the City 20% of the proceeds and allow a downtown revitalization presentation, he did not think the City would give them \$5,000.00.

Mayor Stear said the money was from a grant fund so someone gave the City the money to do this.

Council President Jones asked City Attorney Richard Roats what his legal responsibilities as a Council Member are in regards to approving an expenditure that he has no control over.

Mr. Roats asked if he meant personal liability.

Council President Jones said if he has no say in it why does he need to vote on it.

Mr. Roats said it is because it is an expenditure of City funds. He added that Council President Jones had made his point and how he feels is known. If he would like to, he can abstain from voting; he is entitled to do that.

Mayor Stear said he thinks the confusion is about how grant funds come into the City and are expended through the City. He clarified that Council President Jones was saying it is City money. An explanation of grant funds was needed. When grant funds come in there are requirements that go with those grant funds. All of those things are approved with the grantors. Basically, what is happening now is the grant funds come into the City and the City expends the funds in cooperation with the grantors.

Ms. Engels said in some cases they upfront the money to the City. They say, "We are granting you \$100.00 and here it is." In other cases, it is a reimbursement so the City has to expend the money first. Then the receipt or invoice has to be turned over to the grantor. When the reimbursement requests are turned in the City has to have met the criteria agreed to as part of the grant which was defined in the scope of work submitted in the grant proposal as well as a detailed budget. When these expenses

come before Council it is for confirmation that the City is following through with the commitment the City made as part of the grant.

Council President Jones said she is asking him to confirm something he knows nothing about but he did not want to spend the entire night on this so he left it by saying he thought the City could have gotten more value out of that \$5,000.00. He said he will agree to disagree.

Council Member Cardoza asked why the flyer was not mailed out with utility billing. He thought that would be easier and more economical.

Ms. Engels said in this case it would not have been due to the printing costs of a double sided, full color flyer.

Council Member Cardoza said the postage would have been covered with the bills the City mails to every house in Kuna city limits. He asked if the flyer could have been an insert.

Ms. Engels said when she talked to Mark at UPS, Mark is the City's local contact there, it was discussed and this was his recommendation based on the recommendation he gave for the Down N' Dirty. In the future she can look into the costs of such a nice glossy print. The other issue is a lot of people do not open their bills and the City is converting to a more electronic means of billing. The City also saturates out on social media. Yes, this was a big expense and she did not love the expense of it but, on the other hand, she did not want to exclude half of Kuna again this time.

Council Member Cardoza asked were the 20% went.

Ms. Engels said it went into the revitalization fund. It is the same fund the commitments of funds for downtown go into.

Council Member Cardoza asked if the City was obligated to put it back into the Blue Cross of Idaho High Five Grant fund.

Ms. Engels said no.

**Council Member Buban-Vonder Haar moved to approve invoice number 11012016 for \$1,650.00 and invoice number 0000000001-A for \$3,488.73 both for the Downtown Revitalization Art Show and Mailer. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Buban-Vonder Haar, and McPherson.
Voting No: Council President Jones
Motion carried 3-1.**

8. Ordinances:

- A. Second Reading and Consideration to approve Ordinance No. 2016-31 Adding a Park Standards Chapter to Kuna Municipal Code
(Timestamp 01:09:30)

Consideration to waive third reading

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING THE CITY OF KUNA'S MUNICIPAL CODE BY ADDING A NEW CHAPTER ENTITLED "KUNA PARK STANDARDS THAT PROVIDES FOR DEVELOPMENT STANDARDS FOR NEW CITY PARKS; PROVIDES FOR A SEVERABILITY CLAUSE; PROVIDES FOR A REPEALER CLAUSE; AND PROVIDES FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Council Member Buban-Vonder Haar asked if three readings were necessary since this was the second reading.

City Attorney Richard Roats said he had received no public comment and no changes had been requested by Council so if they would like to read it and pass it with this second reading they can.

Council Member Buban-Vonder Haar moved to waive the third reading of Ordinance No. 2016-31. Seconded by Council Member McPherson. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2016-31. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.

Voting No: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2016-31. Seconded by Council Member McPherson. Motion carried 4-0.

- B. First Reading and Consideration to approve Ordinance No. 2016-33 Annexing the Garcia Property at 930 W Deer Flat Road into the Kuna Municipal Irrigation District
(Timestamp 01:11:53)

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL S1314346791 AND REFERRED TO AS THE GARCIA PROPERTY LOCATED AT 930 W DEER FLAT ROAD, 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.

Council Member Cardoza asked City Engineer Gordon Law why the property rights are not annexed at the same time as the irrigation annexations. It is two (2) separate motions.

Mr. Law said it is two (2) different annexations. One (1) is an annexation into the corporate limits of the city and the other is to annex the water rights for the purposes of delivery. It would not be impossible to do them together but sometimes the property owner has not changed the property's use and continues to farm after it has been annexed in. It is cheaper for the property owner to keep their own water rights rather than filter through the City and pay a little bit of a markup. Another reason not to do them together is that when water rights are annexed the City begins to pay the bill whether there is a place for those water rights to be used or not. He is reluctant to annex until the property is actually being converted to residential usage.

Council Member Cardoza asked when a property is annexed into the city limits and the City does not annex the water rights, can the property owner sell the water rights to someone else.

Mr. Law said there are two (2) different kinds of water rights. One (1) of the water rights are those a farmer might obtain by drilling a well to produce water for irrigation purposes. That water right can be sold by that farmer. A water right that is held in trust in the irrigation district on behalf of the property cannot be sold but, and maybe the City should consider this more, the property could be abandoned and then transferred to other property in that irrigation district. It used to happen more than it does now. A lot of the water rights Kuna Irrigation District has picked up are from people abandoning them.

Council Member Cardoza said the water right could be maintained and the water could be sold for that given year.

Mr. Law said yes it could.

Council Member Cardoza asked if it would be beneficial to the City to annex property and water rights at the same time. The farmer wants the best of both worlds.

He wants to be annexed into the city so he can subdivide but he does not want to pay a little extra for his water rights that should accompany the property annexation.

Mr. Law said he does not have a different answer than what he already gave.

Council Member Cardoza said it just seems like it would make sense to annex the property and water rights at the same time especially for this case with two (2) acres.

Mr. Law said perhaps in this case, where the whole purpose was for the owner to irrigate his property; it may not make sense to do two (2) separate actions. In other cases it does.

Council Member Cardoza said it creates more work for Mr. Law and Council to not do it all at once. It seems like it would be beneficial to the City and the property owner to do it as one (1) motion.

Mr. Law asked City Attorney Richard Roats if he saw any problem with that.

Mr. Roats said it could have been done at the same time. He did not know how tracking works but he said he does know that Planning and Zoning is usually working on the property annexations and Public Works is usually working on the irrigation annexations so it would be more of a coordination to bring those together. The City could try to do them at the same time when possible but the annexations are usually approved by Council with the condition of the water rights. It is essentially just a second step taking place.

Council Member Buban-Vonder Haar moved to waive the third reading of Ordinance No. 2016-33. Seconded by Council Member McPherson. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2016-33. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.

Voting No: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2016-33. Seconded by Council Member McPherson. Motion carried 4-0.

9. Mayor/Council Discussion Items:
(Timestamp 01:19:00)

Mayor Stear returned to item 7.D. Resolution No. R88-2016 as part of Mayor/Council Discussion.

(Timestamp 01:32:51)

Council President Jones asked City Attorney Richard Roats what his role is in the COMP plan rewrite. He wanted to know if he should not talk about it until it is brought before Council. He was not sure if he should treat it like a land use issue and avoid ex parte communications.

Mr. Roats explained that Council Members should tread lightly in regards to anything that has to do with a particular piece of property because it would be quasi-judicial. The COMP plan rewrite is legislative and Council is free to talk to people about it.

Council President Jones asked about greenbelt lighting. He saw that items had been purchased for that and was wondering if there will be legislation coming forward since the greenbelt is closed after dark.

Mr. Roats responded that he and Parks Director Bobby Withrow will need to get together as the lights are installed in order to coordinate opening up sections of the pathway.

Mayor Stear added that staff is discussing the best way to add lighting to the greenbelt extensions and to add greenbelt lighting into park standards and street lighting guidelines.

Council President Jones asked about the leash ordinance regarding Nicolson Park. He had a few people approach him about it. When it was last discussed it was decided to temporarily require dogs be on leashes while the City looked into what other cities are doing, specifically Boise, in terms of allowing dogs off leash during certain times. He wanted to know if that was still happening or if that was no longer being investigated and Nicholson would permanently be an on leash park.

Mayor Stear said he did not think anything different had been done at Nicholson yet because the issue is with it being a fishing pond. Most of the other cities that have fishing ponds do not allow dogs off leash at those ponds. The City would like to get the dog park up and running to provide an off leash park for dogs but it is certainly open for discussion if anyone has any ideas or preferences on it.

Council President Jones said it did not matter to him. He just wanted to follow up on the topic. He will let people who ask him about it know that the goal is to do the off leash area through the dog park and Nicholson Park will probably not be off leash at all.

Mayor Stear added that he feels fishing ponds are not the best place to have dogs off leash. It was his preference to get a dog park up and running. The dog park may not be

the end all be all of dog parks due to its size but it will be a good start for the City of Kuna.

Council President Jones asked the Council if they wanted to keep Nicholson an on leash park permanently.

Council Member Buban-Vonder Haar said she did not have a preference either way. If there is a dog park it seems like that would cover the needs to have an off leash area.

Parks Director Bobby Withrow shared that his department is working at Nicholson Park to put a fence in to separate the pond area. That area would be no dogs allowed at all and on the other side, towards well 5, it is more of a natural area where dogs will be allowed off leash. As for other parks, Boise does have the same issue at a couple of their ponds. They handle it a couple different ways. Dogs are not allowed in areas with geese and ducks that have hatchlings every year and, if dogs are allowed, it is strict on leash with people walking around writing tickets. In some areas they encourage people to let their dogs off leash for part of the year to chase the geese away for a little while. It just depends on how bad the situation is. Ada County does the same thing. They are very strict with their leash rules as well and they do not like dogs around the ponds that have wildlife.

Council President Jones summarized that dogs off leash at Nicholson Park is not being ruled out and options are still being looked into.

Mr. Withrow said that is correct.

Council Member Cardoza asked Mr. Withrow where the splash pad would be located.

Mr. Withrow said he has talked with Mayor Stear and a lot of the other directors. The consensus is to put it where the dirt lot is behind City Hall where the old BMX track used to be. The thought is that putting it in the main park would make it too cluttered and, for what the City wants to do, it would not be big enough. The section behind City Hall allows the City to start from scratch and do exactly what is wanted.

Council Member Cardoza asked about ample parking.

Mr. Withrow said yes, there would be ample parking.

Council Member Cardoza asked about lowering the hills and putting grass and the splash pad in.

Mr. Withrow said yes, he is hoping to have a concept plan ready for Council to approve at the next Council Meeting so the project can get started.

Council Member Cardoza asked if the pond where the dog park is going would be available for dogs to swim in.

Mr. Withrow said yes, it would be accessible to dogs and people.

Council Member Cardoza asked if the dogs would be separated from the people since children would be swimming in the pond.

Mr. Withrow said there would be a little bit of separation. The beach area will be humans only and the southern and western banks will be dog friendly.

Council Member Cardoza said there is an ordinance that says dogs can't be within 100 feet of playgrounds but that doesn't seem to deter people from walking their dogs in the park downtown. He asked who enforces that ordinance.

Mr. Withrow said he thinks the police do.

Council Member Cardoza asked Police Chief Justin Dusseau if they get calls for that.

Chief Dusseau said very rarely.

Mr. Withrow added that in Boise they have a clerk's office that walks around and writes leash tickets. They came up with a way to give a staff member the ability to write tickets that can be enforced.

Council President Jones asked if there was any consideration of public input for the splash pad.

Mr. Withrow said absolutely and he will try to get more public input before moving forward.

10. Announcements:

11. Executive Session:

12. Adjournment: 7:45 pm

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Customer Service Specialist
Date Approved: CCM 12.06.2016*

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
				PARK, EOW, NOV 16	11/13/2016	90.50	.00	01-6212_RENT-EQUIPMENT	1004	11/16		
Total B-262653:						90.50	.00					
1463	A COMPANY, INC.	B-262654		RENTAL HITECH BATHROOM, SN#CC1054, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, FARM PARK, EOW, PARKS, NOV 16	11/13/2016	90.50	.00	01-6212_RENT-EQUIPMENT	1004	11/16		
Total B-262654:						90.50	.00					
Total A COMPANY, INC.:						543.00	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0497545	4933	DOOR NAME PLATE FOR W HOWELL, P&Z, NOV 16	11/11/2016	15.81	.00	01-6165_OFFICE SUPPLIES	1003	11/16		
277	ABC STAMP, SIGNS & AWARDS	0497545	4933	DOOR NAME PLATE FOR W HOWELL, P&Z, NOV 16, WATER	11/11/2016	.78	.00	20-6165_OFFICE SUPPLIES	1003	11/16		
277	ABC STAMP, SIGNS & AWARDS	0497545	4933	DOOR NAME PLATE FOR W HOWELL, P&Z, NOV 16, SEWER	11/11/2016	.78	.00	21-6165_OFFICE SUPPLIES	1003	11/16		
277	ABC STAMP, SIGNS & AWARDS	0497545	4933	DOOR NAME PLATE FOR W HOWELL, P&Z, NOV 16, PI	11/11/2016	.26	.00	25-6165_OFFICE SUPPLIES	1003	11/16		
Total 0497545:						17.63	.00					
277	ABC STAMP, SIGNS & AWARDS	0497923	4971	NAME PLATE FOR STEVE DAMRON P&Z COMMISSIONER, P&Z, NOV 16	11/23/2016	17.63	.00	01-6165_OFFICE SUPPLIES	1003	11/16		
Total 0497923:						17.63	.00					
Total ABC STAMP, SIGNS & AWARDS:						35.26	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	11152015		ACHD IMPACT FEE TRANSFER FOR OCTOBER 2016	11/15/2016	81,611.00	81,611.00	01-2510_ACHD IMPACT FEE				

City of Kuna

Payment Approval Report - City Council Approval

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								TRANSFER	0	11/16	11/15/2016	
Total 11152015:						81,611.00	81,611.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						81,611.00	81,611.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13971		<u>ACHD SHOP RENT, NOV 16, PARKS</u>	11/15/2016	148.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	12/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13971		<u>ACHD SHOP RENT, NOV 16, WATER</u>	11/15/2016	126.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	12/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13971		<u>ACHD SHOP RENT, NOV 16, SEWER</u>	11/15/2016	121.50	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	12/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13971		<u>ACHD SHOP RENT, NOV 16, PI</u>	11/15/2016	54.00	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	12/16		
Total 13971:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	DEC 2016		<u>PROSECUTORIAL SERVICES DEC 16</u>	11/10/2016	4,232.81	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	12/16		
Total DEC 2016:						4,232.81	.00					
176	ADA COUNTY PROSECUTING ATTORNE	NOV 2016		<u>PROSECUTORIAL SERVICES NOV 16</u>	11/04/2016	4,232.81	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	11/16		
Total NOV 2016:						4,232.81	.00					
176	ADA COUNTY PROSECUTING ATTORNE	OCT 2016		<u>PROSECUTORIAL SERVICES OCT 16</u>	11/04/2016	4,232.77	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	10/16		

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 OCT 2016:						4,232.77	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						12,698.39	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	6737		<u>SHERIFF SERVICES, NOV 16</u>	11/03/2016	132,903.58	.00	01-6000 LAW ENFORCEMENT SERVICES	0	11/16		
Total 6737:						132,903.58	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						132,903.58	.00					
ALBERTSON'S LLC												
1840	ALBERTSON'S LLC	800506-10191		<u>ALCOHOL FOR WATER SAMPLES, OCT 16</u>	10/19/2016	5.06	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	10/16		
Total 800506-101916-3337:						5.06	.00					
Total ALBERTSON'S LLC:						5.06	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	40404		<u>LAB TESTS, WATER, OCT 16</u>	10/31/2016	2,014.20	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	10/16		
Total 40404:						2,014.20	.00					
1	ANALYTICAL LABORATORIES	40405		<u>LAB TESTS, SEWER, OCT 16</u>	10/31/2016	931.50	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	10/16		
Total 40405:						931.50	.00					
Total ANALYTICAL LABORATORIES:						2,945.70	.00					

City of Kuna

Payment Approval Report - City Council Approval

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
APA IDAHO CHAPTER												
580	APA IDAHO CHAPTER	202021-16102		<u>APA MEMBERSHIP DUES, 1-1-2017 to 12-31-17, W HOWELL, NOV 16</u>	11/02/2016	280.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1003	11/16		
Total 202021-16102:						280.00	.00					
Total APA IDAHO CHAPTER:						280.00	.00					
B & A ENGINEERS, INC.												
347	B & A ENGINEERS, INC.	2986		<u>LAKE HAZEL SEWER DESIGN AND BID, SEWER, NOV 16</u>	11/10/2016	748.25	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1065	10/16		
Total 2986:						748.25	.00					
Total B & A ENGINEERS, INC.:						748.25	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B 025508	4864	<u>ANNUAL INSPECTION OF 1 BRIDGE CRANE AND 2 HOISTS ON MONO RAILS. M NADEAU, OCT 16</u>	11/02/2016	350.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/16		
Total B 025508:						350.00	.00					
Total BOISE RIGGING SUPPLY:						350.00	.00					
BOISE-KUNA IRRIGATION DISTRICT												
12	BOISE-KUNA IRRIGATION DISTRICT	12-2016		<u>FALL (DEC) 2017 IRRIGATION ASSESSMENT FOR KUNA TOWNSITE, 1,659.17 ACRES, NOV 16</u>	11/23/2016	2,923.55	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/16		
Total 12-2016:						2,923.55	.00					
Total BOISE-KUNA IRRIGATION DISTRICT:						2,923.55	.00					
BRADY INDUSTRIES OF IDAHO LLC												

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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				REAM OF WHITE CARDBOARD STOCK, HANGING FILE FOLDERS, PENS, NOV 16, SEWER	11/21/2016	39.07	.00	21-6165 OFFICE SUPPLIES	0	11/16		
1795	BUYWYZ LLC	95011	4957	CALENDARS, LEGAL AND LETTER SIZE, FILE FOLDERS, REAM OF WHITE CARDBOARD STOCK, HANGING FILE FOLDERS, PENS, NOV 16, PI	11/21/2016	14.87	.00	25-6165 OFFICE SUPPLIES	0	11/16		
Total 95011:						134.96	.00					
1795	BUYWYZ LLC	95021	4961	1 BUSINESS CARD HOLDER, 1 RECEIPT HOLDER, 1 PEN HOLDER, ADMIN, NOV 16	11/21/2016	33.77	.00	01-6165 OFFICE SUPPLIES	0	11/16		
Total 95021:						33.77	.00					
Total BUYWYZ LLC:						747.68	.00					
CENTURYLINK												
62	CENTURYLINK	10252016-112		DEDICATED LANDLINE, SCADA, 10-25-16 TO 11-24-16, NOV 16, WATER	10/25/2016	16.81	.00	20-6255 TELEPHONE EXPENSE	0	11/16		
62	CENTURYLINK	10252016-112		DEDICATED LANDLINE, SCADA, 10-25-16 TO 11-24-16, NOV 16, SEWER	10/25/2016	21.95	.00	21-6255 TELEPHONE EXPENSE	0	11/16		
62	CENTURYLINK	10252016-112		DEDICATED LANDLINE, SCADA, 10-25-16 TO 11-24-16, NOV 16, PI	10/25/2016	7.13	.00	25-6255 TELEPHONE EXPENSE	0	11/16		
Total 10252016-11242016:						45.89	.00					
Total CENTURYLINK:						45.89	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	7547	4952	DISCOVERY LIFT STATION - POWER OUTAGE TROUBLESHOOTING, T.FLEMING, NOV.'16 - SEWER	11/16/2016	97.50	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

Dec 02, 2016 11:51AM

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 7547:						97.50	.00					
Total CUSTOM ELECTRIC, INC.:						97.50	.00					
D & B SUPPLY												
75	D & B SUPPLY	002 14208102	4706	<u>2 SETS OF WINTER BIB OVERALLS FOR M FISETTE, AND M MEAD, M NADEAU, SEWER, SEPT 16</u>	09/08/2016	199.98	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	9/16		
Total 002 14208102 001:						199.98	.00					
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT BATTERIES, SAWZALL, GREASE GUN TIPS, B.WITHROW, OCT.'16</u>	10/28/2016	381.97	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT TOOL BOX FOR TRUCK #10, B.WITHROW, OCT.'16</u>	10/28/2016	80.00	.00	<u>01-6175 SMALL TOOLS</u>	1000	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT TOOL BOX FOR TRUCK #10, B.WITHROW, OCT.'16</u>	10/28/2016	175.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT TOOL BOX FOR TRUCK #10, B.WITHROW, OCT.'16</u>	10/28/2016	32.00	.00	<u>01-6175 SMALL TOOLS</u>	1005	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT TOOL BOX FOR TRUCK #10, B.WITHROW, OCT.'16</u>	10/28/2016	12.80	.00	<u>20-6175 SMALL TOOLS</u>	0	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT TOOL BOX FOR TRUCK #10, B.WITHROW, OCT.'16, SEWER</u>	10/28/2016	12.80	.00	<u>21-6175 SMALL TOOLS</u>	0	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>REPLACEMENT TOOL BOX FOR TRUCK #10, B.WITHROW, OCT.'16, PI</u>	10/28/2016	6.40	.00	<u>01-6175 SMALL TOOLS</u>	0	10/16		
75	D & B SUPPLY	002 19874 001	4879	<u>TOOL BOX FOR NEW TRUCK #30, B.WITHROW, OCT.'16, WATER</u>	10/28/2016	239.99	.00	<u>20-6175 SMALL TOOLS</u>	0	10/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

Dec 02, 2016 11:51AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
75	D & B SUPPLY	002 19874 001	4879	<u>TOOL BOX FOR TRUCK 29, REPLACEMENT TOOL BOX FOR NEW TRUCK #30, B.WITHROW, OCT.'16, PI</u>	10/28/2016	59.99	.00	01-6175 SMALL TOOLS	1004	11/16		
Total 002 19874 001:						1,001.94	.00					
75	D & B SUPPLY	003 28053 001	4967	<u>SAFETY TOE BOOT REPLACEMENT FOR MATT DAVILA</u>	11/07/2016	120.00	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	003 28053 001	4967	<u>SAFETY TOE BOOT REPLACEMENT FOR MATT DAVILA</u>	11/07/2016	30.00	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	003 28053 001	4967	<u>SAFETY TOE BOOT REPLACEMENT FOR MATT DAVILA</u>	11/07/2016	87.99	.00	20-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	003 28053 001	4967	<u>SAFETY TOE BOOT REPLACEMENT FOR MATT DAVILA</u>	11/07/2016	22.00	.00	25-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
Total 003 28053 001:						259.99	.00					
75	D & B SUPPLY	003 32289 001	4983	<u>STEEL TOED SAFETY WORKBOOTS FOR R FORD, NOV 16, WATER</u>	11/29/2016	120.00	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	003 32289 001	4983	<u>STEEL TOED SAFETY WORKBOOTS FOR R FORD, NOV 16, PI</u>	11/29/2016	30.00	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	003 32289 001	4983	<u>STEEL TOED SAFETY WORKBOOTS FOR R FORD, NOV 16, WATER</u>	11/29/2016	35.99	.00	20-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	003 32289 001	4983	<u>STEEL TOED SAFETY WORKBOOTS FOR R FORD, NOV 16, PI</u>	11/29/2016	9.00	.00	25-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	003 32289 001	4983	<u>STEEL TOED SAFETY WORKBOOTS FOR R JONES, NOV 16, WATER</u>	11/29/2016	120.00	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

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75	D & B SUPPLY	003 32289 001	4983	STEEL TOED SAFETY WORKBOOTS FOR R JONES, NOV 16. PI	11/29/2016	30.00	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	003 32289 001	4983	STEEL TOED SAFETY WORKBOOTS R JONES, NOV 16, WATER	11/29/2016	23.99	.00	20-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	003 32289 001	4983	STEEL TOED SAFETY WORKBOOTS R JONES, NOV 16, PI	11/29/2016	6.00	.00	25-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
Total 003 32289 001:						374.98	.00					
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	120.00	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	30.00	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	40.00	.00	25-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	9.99	.00	25-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	120.00	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	30.00	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		

City of Kuna

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75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	40.00	.00	20-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	005 11109 001	4976	1 PAIR SAFTEY WORK BOOTS FOR JESSE MORFIN, 1 PAIR SAFETY WORKBOOTS FOR JACOB COX WATER DEPT, NOV '16	11/23/2016	9.99	.00	25-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
Total 005 11109 001:						399.98	.00					
75	D & B SUPPLY	007 90380 001	4972	SAFETY WORKBOOTS FOR B GILLOGLY, NOV 16	11/22/2016	94.99	.00	01-1200 ACCTS RECEIVABLE EMPLOYEES	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR B GILLOGLY, NOV 16	11/22/2016	12.49	.00	01-6285 UNIFORMS	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR B GILLOGLY, NOV 16, PARKS	11/22/2016	32.50	.00	01-6285 UNIFORMS	1004	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR B GILLOGLY, NOV 16, WATER	11/22/2016	2.00	.00	20-6285 UNIFORMS EXPENSE	1004	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR B GILLOGLY, NOV 16, SEWER	11/22/2016	2.00	.00	21-6285 UNIFORMS EXPENSE	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR B GILLOGLY, NOV 16, PI	11/22/2016	1.00	.00	25-6285 UNIFORMS EXPENSE	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR J ADAMS, NOV 16, PI	11/22/2016	9.38	.00	01-6285 UNIFORMS	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR J ADAMS, NOV 16, PARKS	11/22/2016	36.86	.00	01-6285 UNIFORMS	1004	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR J ADAMS, NOV 16, WATER	11/22/2016	1.50	.00	20-6285 UNIFORMS EXPENSE	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	BIB COVERALLS FOR J ADAMS, NOV 16, SEWER	11/22/2016	1.50	.00	21-6285 UNIFORMS EXPENSE	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
75	D & B SUPPLY	007 90380 001	4972	<u>BIB COVERALLS FOR J ADAMS, NOV 16, PI</u>	11/22/2016	.75	.00	25-6285 UNIFORMS EXPENSE	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	<u>SAFETY WORKBOOTS FOR J ADAMS, NOV 16</u>	11/22/2016	17.82	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	<u>SAFETY WORKBOOTS FOR J ADAMS, NOV 16, PARKS</u>	11/22/2016	70.05	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/16		
75	D & B SUPPLY	007 90380 001	4972	<u>SAFETY WORKBOOTS FOR J ADAMS, NOV 16, WATER</u>	11/22/2016	2.85	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	<u>SAFETY WORKBOOTS FOR J ADAMS, NOV 16, SEWER</u>	11/22/2016	2.85	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
75	D & B SUPPLY	007 90380 001	4972	<u>SAFETY WORKBOOTS FOR J ADAMS, NOV16, PI</u>	11/22/2016	1.42	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
Total 007 90380 001:						289.96	.00					
Total D & B SUPPLY:						2,526.83	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	OCT2016		<u>PLUMBING PERMITS, OCT 16</u>	11/10/2016	4,218.00	4,218.00	01-6202 PROFESSIONAL SERVICES	1003	11/16	11/10/2016	
Total OCT2016:						4,218.00	4,218.00					
Total DMH ENTERPRISES:						4,218.00	4,218.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	OCT2016		<u>ELECTRICAL PERMITS, OCT 16</u>	11/10/2016	6,653.36	6,653.36	01-6202 PROFESSIONAL SERVICES	1003	11/16	11/10/2016	
Total OCT2016:						6,653.36	6,653.36					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
				CRIMSON VILLAS, WATER, A COOK, NOV 16	11/18/2016	963.16	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/16		
Total 0647872:						963.16	.00					
Total FERGUSON WATERWORKS #1701:						4,125.64	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	6409213	4474	ADAPTERS, HOSE, AND NIPPLE, FOR A CHEM. SKIDS, M.NADEAU, JUL '16 - SEWER	07/13/2016	23.29	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/16		
Total 6409213:						23.29	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						23.29	.00					
FOOTHILL LOCK AND KEY												
1778	FOOTHILL LOCK AND KEY	5053		REPLACED SCHLAGE CYLINDERS AT SENIOR CENTER, B WITHROW, OCT 16	10/19/2016	116.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	10/16		
Total 5053:						116.00	.00					
1778	FOOTHILL LOCK AND KEY	5135		LOCKED KEYS IN TRUCK #6, KEYS MADE, B WITHROW, WATER, NOV 16	11/28/2016	55.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/16		
Total 5135:						55.00	.00					
Total FOOTHILL LOCK AND KEY:						171.00	.00					
FRED PRYOR SEMINARS												
161	FRED PRYOR SEMINARS	21040643		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16	11/15/2016	74.25	.00	01-6265 TRAINING & SCHOOLING	0	11/16		
161	FRED PRYOR SEMINARS	21040643		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16, WATER	11/15/2016	1.89	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
161	FRED PRYOR SEMINARS	21040643		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16, SEWER	11/15/2016	1.89	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	11/16		
161	FRED PRYOR SEMINARS	21040643		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16, PI	11/15/2016	.97	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/16		
Total 21040643:						79.00	.00					
161	FRED PRYOR SEMINARS	21040646		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16	11/15/2016	46.00	.00	01-6265 TRAINING & SCH00LING	0	11/16		
161	FRED PRYOR SEMINARS	21040646		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16, WATER	11/15/2016	1.17	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/16		
161	FRED PRYOR SEMINARS	21040646		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16, SEWER	11/15/2016	1.17	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	11/16		
161	FRED PRYOR SEMINARS	21040646		SEMINAR TRAINING, EXCEL 2007/2010 FOR A BARKULIS, JAN 24 2017, CLERKS, NOV 16, PI	11/15/2016	.66	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/16		
Total 21040646:						49.00	.00					
Total FRED PRYOR SEMINARS:						128.00	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	113499	4881	MECHANICAL LABOR AND SUPPLIES, PUMP CHECKED OUT FOR INDIAN CREEK LIFT STATION, REPAIRED OVERLOAD SENSOR AND OIL, M MEADE, SEWER, OCT 16	11/02/2016	165.44	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
				IMMERSION BODY STYLE, GENERAL PURPOSE GLASS ELECTRODE, T SHAFER, SEWER, NOV 16	11/21/2016	2,179.23	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total 10203330:						2,179.23	.00					
Total HACH COMPANY:						2,179.23	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	G395420	4919	2 4-INCH COMPANIION FLANGES, 2 BOLT KITS FOR FLUSHING METER FOR WATER HYDRANT, CLINT DEYOUNG, NOV '16	11/07/2016	136.84	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total G395420:						136.84	.00					
63	HD SUPPLY WATERWORKS LTD	G396301	4922	50 SINGLE PORT RADIOS V- 4R'S, 25 8 IN REGISTERS, J COX, WATER, NOV 16	11/08/2016	7,854.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	11/16		
Total G396301:						7,854.00	.00					
Total HD SUPPLY WATERWORKS LTD:						7,990.84	.00					
HOME DEPOT CREDIT SERVICES												
29	HOME DEPOT CREDIT SERVICES	1801 00012 14	4982	PURCHASE OF CHRISTMAS LIGHTS FOR CITY EXTERNAL CHRISTMAS LIGHTING (N. PURKEY)	11/29/2016	162.95	.00	01-6175 SMALL TOOLS	1004	11/16		
Total 1801 00012 14865:						162.95	.00					
29	HOME DEPOT CREDIT SERVICES	1801 00024 45	4982	PURCHASE OF CHRISTMAS LIGHTS FOR CITY EXTERNAL CHRISTMAS LIGHTING (N. PURKEY)	11/29/2016	149.88	.00	01-6175 SMALL TOOLS	1004	11/16		

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 1801 00024 4566:						149.88	.00					
29	HOME DEPOT CREDIT SERVICES	1804 00009 83		<u>CHRISTMAS LIGHTS FOR PARKS, B WITHROW, NOV 16</u>	11/22/2016	650.04	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	11/16		
Total 1804 00009 83437:						650.04	.00					
29	HOME DEPOT CREDIT SERVICES	1804-00022-23	4941	<u>2 WHITE CABINETS FOR CLERKS, NOV.'16</u>	11/14/2016	149.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/16		
Total 1804-00022-23642:						149.60	.00					
29	HOME DEPOT CREDIT SERVICES	1809 00006 09	4982	<u>PURCHASE OF CHRISTMAS LIGHTS FOR CITY EXTERNAL CHRISTMAS LIGHTING (N. PURKEY)</u>	11/29/2016	54.72	.00	<u>01-6175 SMALL TOOLS</u>	1004	11/16		
Total 1809 00006 09784:						54.72	.00					
Total HOME DEPOT CREDIT SERVICES:						1,167.19	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	112920161		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - ADMIN</u>	11/29/2016	200.83	.00	<u>01-6290 UTILITIES</u>	0	11/16		
38	IDAHO POWER CO	112920161		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - P & Z</u>	11/29/2016	50.48	.00	<u>01-6290 UTILITIES</u>	1003	11/16		
38	IDAHO POWER CO	112920161		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - SENIOR CENTER</u>	11/29/2016	276.89	.00	<u>01-6290 UTILITIES</u>	1001	11/16		
38	IDAHO POWER CO	112920161		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - STREET LIGHTS</u>	11/29/2016	6,651.16	.00	<u>01-6290 UTILITIES</u>	1002	11/16		
38	IDAHO POWER CO	112920161		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - PARKS</u>	11/29/2016	380.50	.00	<u>01-6290 UTILITIES</u>	1004	11/16		
38	IDAHO POWER CO	112920161		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - WATER</u>	11/29/2016	8,893.11	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
38	IDAHO POWER CO	11292016I		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - SEWER</u>	11/29/2016	18,578.28	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	11/16		
38	IDAHO POWER CO	11292016I		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - FARM</u>	11/29/2016	252.69	.00	<u>21-6090 FARM EXPENDITURES</u>	0	11/16		
38	IDAHO POWER CO	11292016I		<u>ELECTRIC SERVICE FOR NOVEMBER 2016 - P.I</u>	11/29/2016	866.81	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	11/16		
Total 11292016I:						36,150.75	.00					
Total IDAHO POWER CO:						36,150.75	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1017030	4940	<u>LEGAL PUBLICATION, 16-03-ZC (REZONE), T.KESNER, NOV.'16 - P & Z</u>	11/16/2016	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/16		
Total 1017030:						53.10	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1018026-A		<u>AD#1542151, LEGAL PUBLICATION, 16-04-ZOA, RUN TWICE, NOV.'16</u>	11/23/2016	86.42	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/16		
1802	IDAHO PRESS TRIBUNE, LLC	1018026-A		<u>AD#1547295, LEGAL PUBLICATION, ORDINANCE 2016-31, PARK STANDARDS, NOV.'16</u>	11/23/2016	48.66	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1004	11/16		
1802	IDAHO PRESS TRIBUNE, LLC	1018026-A		<u>AD#1547305, LEGAL PUBLICATION, ORDINANCE 2016-33, ANNEXATION, NOV.'16</u>	11/23/2016	52.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/16		
Total 1018026-A:						187.44	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1018026-B	4948	<u>AD#1547900, LEGAL PUBLICATION, SILVERTRAIL ADDITION SUBDIVISION, T. BEHUNIN, NOV.'16 - P&Z</u>	11/23/2016	60.50	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/16		
Total 1018026-B:						60.50	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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 IDAHO PRESS TRIBUNE, LLC:						301.04	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S7028017		<u>SOLICITOR BACKGROUND CHECK, PATRICK LANE, OCT 16</u>	10/25/2016	39.75	.00	01-2075 UNEARNED REVENUE	0	10/16		
Total S7028017:						39.75	.00					
Total IDAHO STATE POLICE:						39.75	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>SET UP G SMITH NEW PC, NOV 16</u>	11/06/2016	22.02	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>SET UP G SMITH NEW PC, NOV 16, WATER</u>	11/06/2016	29.04	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>SET UP G SMITH NEW PC, NOV 16, SEWER</u>	11/06/2016	29.04	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>SET UP G SMITH NEW PC, NOV 16, PI</u>	11/06/2016	7.90	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>MOVED DATA FROM PLANT SERVER, REMAP M BORZICK TO P&Z, NOV 16</u>	11/06/2016	57.19	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>MOVED DATA FROM PLANT SERVER, REMAP M BORZICK TO P&Z, NOV 16, WATER</u>	11/06/2016	75.51	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>MOVED DATA FROM PLANT SERVER, REMAP M BORZICK TO P&Z, NOV 16, SEWER</u>	11/06/2016	75.51	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95775		<u>MOVED DATA FROM PLANT SERVER, REMAP M BORZICK TO P&Z, NOV 16, PI</u>	11/06/2016	20.59	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	1003	11/16		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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 95775:						316.80	.00					
1595	INTEGRINET SOLUTIONS, INC.	95883		<u>PRO ACTION MAINTENANCE AND SERVICE, NOV 16</u>	11/15/2016	255.22	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95883		<u>PRO ACTION MAINTENANCE AND SERVICE, NOV 16, P&Z</u>	11/15/2016	91.15	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95883		<u>PRO ACTION MAINTENANCE AND SERVICE, NOV 16, WATER</u>	11/15/2016	236.99	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95883		<u>PRO ACTION MAINTENANCE AND SERVICE, NOV 16, SEWER</u>	11/15/2016	236.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	95883		<u>PRO ACTION MAINTENANCE AND SERVICE, NOV 16, PI</u>	11/15/2016	91.15	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
Total 95883:						911.50	.00					
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>FIXED P&Z NETWORK CONNECTION, SET UP W HOWELLS PC, P&Z, NOV 16</u>	11/13/2016	288.16	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>FIXED P&Z NETWORK CONNECTION, SET UP W HOWELLS PC, P&Z, NOV 16, WATER</u>	11/13/2016	14.16	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>FIXED P&Z NETWORK CONNECTION, SET UP W HOWELLS PC, P&Z, NOV 16, SEWER</u>	11/13/2016	14.16	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>FIXED P&Z NETWORK CONNECTION, SET UP W HOWELLS PC, P&Z, NOV 16, PI</u>	11/13/2016	4.72	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>SET UP G SMITH PC, NOV 16,</u>	11/13/2016	58.30	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>SET UP G SMITH PC. NOV 16, WATER</u>	11/13/2016	76.95	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>SET UP G SMITH PC. NOV 16, SEWER</u>	11/13/2016	76.95	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96026		<u>SET UP G SMITH PC. NOV 16, PI</u>	11/13/2016	21.00	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/16		
Total 96026:						554.40	.00					
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP T KESNERS PC. P&Z, NOV 16</u>	11/20/2016	118.41	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP T KESNERS PC. P&Z, NOV 16, WATER</u>	11/20/2016	5.82	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP T KESNERS PC. P&Z, NOV 16, SEWER</u>	11/20/2016	5.82	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP T KESNERS PC. P&Z, NOV 16, PI</u>	11/20/2016	1.95	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	1003	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP B JACKSONS PC. NOV 16.</u>	11/20/2016	33.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP B JACKSONS PC. NOV 16, WATER</u>	11/20/2016	43.56	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP B JACKSONS PC. NOV 16, SEWER</u>	11/20/2016	43.56	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		<u>SET UP B JACKSONS PC. NOV 16, PI</u>	11/20/2016	11.88	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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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
1595	INTEGRINET SOLUTIONS, INC.	96133		COMPLETED SETTING UP B JACKSON AND G SMITH'S PCS. NOV 16	11/20/2016	33.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		COMPLETED SETTING UP B JACKSON AND G SMITH'S PCS. NOV 16, WATER	11/20/2016	43.56	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		COMPLETED SETTING UP B JACKSON AND G SMITH'S PCS. NOV 16, SEWER	11/20/2016	43.56	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1595	INTEGRINET SOLUTIONS, INC.	96133		COMPLETED SETTING UP B JACKSON AND G SMITH'S PCS. NOV 16, PI	11/20/2016	11.88	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
Total 96133:						396.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						2,178.70	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196101		NATURAL GAS CONSUMPTION, AVE B, NOV 16	11/09/2016	35.43	.00	01-6290 UTILITIES	0	11/16		
37	INTERMOUNTAIN GAS CO	482135196101		NATURAL GAS CONSUMPTION, AVE B, NOV 16, P&Z	11/09/2016	12.67	.00	01-6290 UTILITIES	1003	11/16		
37	INTERMOUNTAIN GAS CO	482135196101		NATURAL GAS CONSUMPTION, AVE B, NOV 16, WATER	11/09/2016	32.93	.00	20-6290 UTILITIES EXPENSE	0	11/16		
37	INTERMOUNTAIN GAS CO	482135196101		NATURAL GAS CONSUMPTION, AVE B, NOV 16, SEWER	11/09/2016	32.93	.00	21-6290 UTILITIES EXPENSE	0	11/16		
37	INTERMOUNTAIN GAS CO	482135196101		NATURAL GAS CONSUMPTION, AVE B, NOV 16, PI	11/09/2016	12.67	.00	25-6290 UTILITIES EXPENSE	0	11/16		
Total 48213519610121611816:						126.63	.00					
37	INTERMOUNTAIN GAS CO	482537058101		NATURAL GAS CONSUMPTION, ST #A, 10-12-16 TO 11-9-16, NOV 16	11/10/2016	1.38	.00	01-6290 UTILITIES	0	11/16		
37	INTERMOUNTAIN GAS CO	482537058101		NATURAL GAS CONSUMPTION, ST #A, 10-12-16 TO 11-9-16, NOV 16, P&Z	11/10/2016	.49	.00	01-6290 UTILITIES	1003	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
37	INTERMOUNTAIN GAS CO	482537058101		<u>NATURAL GAS CONSUMPTION, ST #A, 10-12-16 TO 11-9-16, NOV 16, WATER</u>	11/10/2016	1.28	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	11/16		
37	INTERMOUNTAIN GAS CO	482537058101		<u>NATURAL GAS CONSUMPTION, ST #A, 10-12-16 TO 11-9-16, NOV 16, SEWER</u>	11/10/2016	1.28	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	11/16		
37	INTERMOUNTAIN GAS CO	482537058101		<u>NATURAL GAS CONSUMPTION, ST #A, 10-12-16 TO 11-9-16, NOV 16, PI</u>	11/10/2016	.49	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	11/16		
Total 48253705810121611816:						4.92	.00					
37	INTERMOUNTAIN GAS CO	482634665101		<u>NATURAL GAS CONSUMPTION, 4TH ST, NOV 16</u>	11/09/2016	37.14	.00	<u>01-6290 UTILITIES</u>	0	11/16		
37	INTERMOUNTAIN GAS CO	482634665101		<u>NATURAL GAS CONSUMPTION, 4TH ST, NOV 16, P&Z</u>	11/09/2016	13.28	.00	<u>01-6290 UTILITIES</u>	1003	11/16		
37	INTERMOUNTAIN GAS CO	482634665101		<u>NATURAL GAS CONSUMPTION, 4TH ST, NOV 16, WATER</u>	11/09/2016	34.52	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	11/16		
37	INTERMOUNTAIN GAS CO	482634665101		<u>NATURAL GAS CONSUMPTION, 4TH ST, NOV 16, SEWER</u>	11/09/2016	34.52	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	11/16		
37	INTERMOUNTAIN GAS CO	482634665101		<u>NATURAL GAS CONSUMPTION, 4TH ST, NOV 16, PI</u>	11/09/2016	13.28	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	11/16		
Total 48263466510121611816:						132.74	.00					
Total INTERMOUNTAIN GAS CO:						264.29	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	11042016-111		<u>SANITATION RECEIPT TRANSFER - 11/04/16-11/10/16</u>	11/14/2016	37,496.87	37,496.87	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	11/16	11/14/2016	
230	J & M SANITATION, INC.	11042016-111		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES- 11/04/16-11/10/16</u>	11/14/2016	-3,704.69	-3,704.69	<u>01-4170 FRANCHISE FEES</u>	0	11/16	11/14/2016	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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 11042016-11102016:						33,792.18	33,792.18					
230	J & M SANITATION, INC.	11112016-111		<u>SANITATION RECEIPT TRANSFER - 11-11-16 TO 11-17-16, NOV 16</u>	11/18/2016	59,835.75	59,835.75	26-7000 SOLID WASTE SERVICE FEES	0	11/16	11/18/2016	
230	J & M SANITATION, INC.	11112016-111		<u>SANITATION RECEIPT TRANSFER - LESS TRANSFER FEE, 11-11-16 TO 11-17-16, NOV 16</u>	11/18/2016	-5,911.77	-5,911.77	01-4170 FRANCHISE FEES	0	11/16	11/18/2016	
Total 11112016-11172016:						53,923.98	53,923.98					
230	J & M SANITATION, INC.	11182016-112		<u>SANITATION RECEIPT TRANSFER - 11/18/16-11/24/16</u>	11/28/2016	24,048.42	24,048.42	26-7000 SOLID WASTE SERVICE FEES	0	11/16	11/28/2016	
230	J & M SANITATION, INC.	11182016-112		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEES - 11/18/16-11/24/16</u>	11/28/2016	-2,375.98	-2,375.98	01-4170 FRANCHISE FEES	0	11/16	11/28/2016	
Total 11182016-11242016:						21,672.44	21,672.44					
Total J & M SANITATION, INC.:						109,388.60	109,388.60					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	2407998		<u>BANK FEES, NOV 16</u>	10/31/2016	59.64	.00	01-6505 BANK FEES	0	11/16		
1328	JACK HENRY & ASSOCIATES, INC.	2407998		<u>BANK FEES, NOV 16, P&Z</u>	10/31/2016	2.98	.00	01-6505 BANK FEES	1003	11/16		
1328	JACK HENRY & ASSOCIATES, INC.	2407998		<u>BANK FEES, NOV 16, WATER</u>	10/31/2016	98.39	.00	20-6505 BANK FEES	0	11/16		
1328	JACK HENRY & ASSOCIATES, INC.	2407998		<u>BANK FEES, NOV 16, SEWER</u>	10/31/2016	98.39	.00	21-6505 BANK FEES	0	11/16		
1328	JACK HENRY & ASSOCIATES, INC.	2407998		<u>BANK FEES, NOV 16, PI</u>	10/31/2016	38.75	.00	25-6505 BANK FEES	0	11/16		

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 2407998:						298.15	.00					
Total JACK HENRY & ASSOCIATES, INC.:						298.15	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0103928		<u>PROFESSIONAL SERVICES 9-4-16 TO 9-30-16. DOWNTOWN REVITALIZATION, OCT 16</u>	10/05/2016	7,108.28	.00	03-6378 EXPENDITURE-CDBG DWNTWN REVIT.	0	10/16		
Total 0103928:						7,108.28	.00					
1236	J-U-B ENGINEERS, INC.	0104447		<u>PROFESSIONAL SERVICES 9-4-16 TO 9-30-16. DOWNTOWN REVITALIZATION, C ENGELS, OCT 16</u>	10/28/2016	2,000.00	.00	03-6378 EXPENDITURE-CDBG DWNTWN REVIT.	0	10/16		
Total 0104447:						2,000.00	.00					
Total J-U-B ENGINEERS, INC.:						9,108.28	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000001-4		<u>PROFESSIONAL SERVICES 10-1-16 TO 10-31-16. PI SUPPLY, STORAGE, DEMAND EVALUATION, NOV 16</u>	11/10/2016	1,560.00	.00	25-6020 CAPITAL IMPROVEMENTS	1070	11/16		
Total 0000001-4:						1,560.00	.00					
429	KELLER ASSOCIATES, INC.	0000002-4		<u>PROFESSIONAL SERVICES 10-1-16 TO 10-31-16. WATER MASTER PLAN UPDATE, NOV 16</u>	11/10/2016	18,717.50	.00	20-6020 CAPITAL IMPROVEMENTS	1060	11/16		
Total 0000002-4:						18,717.50	.00					
Total KELLER ASSOCIATES, INC.:						20,277.50	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	553		<u>NOVEMBER FIBER LEASE, NOV 16</u>	11/25/2016	84.00	.00	01-6255 TELEPHONE	0	11/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	553		<u>NOVEMBER FIBER LEASE, NOV 16, P&Z</u>	11/25/2016	30.00	.00	01-6255 TELEPHONE	1003	11/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	553		<u>NOVEMBER FIBER LEASE, NOV 16, WATER</u>	11/25/2016	78.00	.00	20-6255 TELEPHONE EXPENSE	0	11/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	553		<u>NOVEMBER FIBER LEASE, NOV 16, SEWER</u>	11/25/2016	78.00	.00	21-6255 TELEPHONE EXPENSE	0	11/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	553		<u>NOVEMBER FIBER LEASE, NOV 16, PI</u>	11/25/2016	30.00	.00	25-6255 TELEPHONE EXPENSE	0	11/16		
Total 553:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A85354	4911	<u>WOOD FOR THE STAGE AT THE MAYOR'S TABLE, J.CRUMPTON, OCT.'16</u>	11/02/2016	126.50	.00	03-6360 EXPEND.- BLUE CROSS HIGH FIVE	0	11/16		
Total A85354:						126.50	.00					
499	KUNA LUMBER	A86015	4892	<u>PARTS FOR THE CITY HALL SIGN FOR PURPLE HEART, J.ADAMS, OCT.'16 - ADMIN</u>	10/31/2016	7.86	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	10/16		
499	KUNA LUMBER	A86015	4892	<u>PARTS FOR THE CITY HALL SIGN, J.ADAMS, OCT.'16 - WATER</u>	10/31/2016	5.38	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	10/16		
499	KUNA LUMBER	A86015	4892	<u>PARTS FOR THE CITY HALL SIGN, J.ADAMS, OCT.'16 - SEWER</u>	10/31/2016	5.38	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	10/16		
499	KUNA LUMBER	A86015	4892	<u>PARTS FOR THE CITY HALL SIGN, J.ADAMS, OCT.'16 - PI</u>	10/31/2016	2.07	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	10/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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 A86015:						20.69	.00					
499	KUNA LUMBER	A86019	4897	<u>DRILL BITS, J.ADAMS, OCT.'16</u>	10/31/2016	10.12	.00	01-6175 SMALL TOOLS	0	10/16		
499	KUNA LUMBER	A86019	4897	<u>DRILL BITS, J.ADAMS, OCT.'16 - PARKS</u>	10/31/2016	26.31	.00	01-6175 SMALL TOOLS	1004	10/16		
499	KUNA LUMBER	A86019	4897	<u>DRILL BITS, J.ADAMS, OCT.'16 - WATER</u>	10/31/2016	1.62	.00	01-6175 SMALL TOOLS	0	10/16		
499	KUNA LUMBER	A86019	4897	<u>DRILL BITS, J.ADAMS, OCT.'16 - SEWER</u>	10/31/2016	1.62	.00	21-6175 SMALL TOOLS	0	10/16		
499	KUNA LUMBER	A86019	4897	<u>DRILL BITS, J.ADAMS, OCT.'16 - PI</u>	10/31/2016	.81	.00	25-6175 SMALL TOOLS	0	10/16		
Total A86019:						40.48	.00					
499	KUNA LUMBER	A86332	4955	<u>CONCRETE FOR ARBOR RIDGE SHELTERS, J.ADAMS, NOV.'16 - PARKS</u>	11/17/2016	22.74	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/16		
Total A86332:						22.74	.00					
499	KUNA LUMBER	B93697	4950	<u>CONCRETE STAKES, CONCRETE, AND 2"X4"S, FOR THE PERGOLA/SHADE SHELTERS AND ARBORS, J.ADAMS, NOV.'16 - PARKS</u>	11/16/2016	157.41	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/16		
Total B93697:						157.41	.00					
499	KUNA LUMBER	B94212	4934	<u>MARKER PAINT, GLUE, J.COULTER, NOV.'16</u>	11/10/2016	5.39	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	11/16		
499	KUNA LUMBER	B94212	4934	<u>MARKER PAINT, GLUE, J.COULTER, NOV.'16</u>	11/10/2016	5.39	.00	01-6150 MAINTENANCE & REPAIRS -				

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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
								SYSTEM	1005	11/16		
	Total B94212:					10.78	.00					
	Total KUNA LUMBER:					378.60	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	879		<u>DROP BOX FOR CITY HALL PYMTS, OCT 16</u>	10/06/2016	10.31	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	10/16		
1775	KUNA MACHINE LLC	879		<u>DROP BOX FOR CITY HALL PYMTS, OCT 16, WATER</u>	10/06/2016	7.05	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	10/16		
1775	KUNA MACHINE LLC	879		<u>DROP BOX FOR CITY HALL PYMTS, OCT 16, SEWER</u>	10/06/2016	7.05	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	10/16		
1775	KUNA MACHINE LLC	879		<u>DROP BOX FOR CITY HALL PYMTS, OCT 16, PI</u>	10/06/2016	2.71	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	10/16		
	Total 879:					27.12	.00					
	Total KUNA MACHINE LLC:					27.12	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	160981		<u>20FT EXT. CORD FOR CLERKS OFFICE, NOV 16</u>	11/12/2016	9.99	.00	01-6165 OFFICE SUPPLIES	0	11/16		
	Total 160981:					9.99	.00					
	Total KUNA TRUE VALUE HARDWARE:					9.99	.00					
KUNA WELDING												
46	KUNA WELDING	3038	4789	<u>TACK WELD ON A SCREEN IN HEADWORKS, M.NADEAU, OCT.'16 - SEWER</u>	11/04/2016	30.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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 3038:						30.00	.00					
46	KUNA WELDING	3112	4962	FLUSH BOX MADE FOR FLUSHING WATER HYDRANTS. J MORFIN, WATER, NOV 16	11/18/2016	295.91	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total 3112:						295.91	.00					
Total KUNA WELDING:						325.91	.00					
MARV'S INSULATION INC												
1853	MARV'S INSULATION INC	6546116		SOUNDS WALLS FOR NEW CITY HALL, OCT 16	10/25/2016	835.24	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	10/16		
1853	MARV'S INSULATION INC	6546116		SOUNDS WALLS FOR NEW CITY HALL, OCT 16, WATER	10/25/2016	571.48	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	10/16		
1853	MARV'S INSULATION INC	6546116		SOUNDS WALLS FOR NEW CITY HALL, OCT 16, SEWER	10/25/2016	571.48	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	10/16		
1853	MARV'S INSULATION INC	6546116		SOUNDS WALLS FOR NEW CITY HALL, OCT 16, PI	10/25/2016	219.80	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	10/16		
Total 6546116:						2,198.00	.00					
Total MARV'S INSULATION INC:						2,198.00	.00					
McGUIRE BEARING COMPANY												
729	McGUIRE BEARING COMPANY	3070337-00	4421	4 EA. B/46 BELTS FOR HVAC UNITS @ KUNA NWWTP. M NADEAU, SEWER, JULY 16	07/05/2016	69.72	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/16		
Total 3070337-00:						69.72	.00					
Total McGUIRE BEARING COMPANY:						69.72	.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
METROQUIP, INC.												
196	METROQUIP, INC.	00034313	4917	FIRE HYDRANT VALVE AND BUSHINGS, HOSE, CAM LOCK FITTING, C.DEYOUNG, WATER, NOV.'16	11/07/2016	361.84	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total 00034313:						361.84	.00					
Total METROQUIP, INC.:						361.84	.00					
MISCELLANEOUS VENDORS												
285	MISCELLANEOUS VENDORS	1		ART SHOW, NOV 16	11/18/2016	58.40	58.40	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 1:						58.40	58.40					
285	MISCELLANEOUS VENDORS	10		ART SHOW, NOV 16	11/18/2016	93.60	93.60	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 10:						93.60	93.60					
285	MISCELLANEOUS VENDORS	11		ART SHOW, NOV 16	11/18/2016	382.80	382.80	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 11:						382.80	382.80					
285	MISCELLANEOUS VENDORS	12		ART SHOW, NOV 16	11/18/2016	196.80	196.80	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 12:						196.80	196.80					
285	MISCELLANEOUS VENDORS	13		ART SHOW, NOV 16	11/18/2016	92.00	92.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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 13:						92.00	92.00					
285	MISCELLANEOUS VENDORS	14		<u>ART SHOW, NOV 16</u>	11/18/2016	143.20	143.20	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 14:						143.20	143.20					
285	MISCELLANEOUS VENDORS	15		<u>ART SHOW, NOV 16</u>	11/18/2016	156.00	156.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 15:						156.00	156.00					
285	MISCELLANEOUS VENDORS	16		<u>ART SHOW, NOV 16</u>	11/18/2016	40.00	40.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 16:						40.00	40.00					
285	MISCELLANEOUS VENDORS	17		<u>ART SHOW, NOV 16</u>	11/18/2016	119.20	119.20	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 17:						119.20	119.20					
285	MISCELLANEOUS VENDORS	2		<u>ART SHOW, NOV 16</u>	11/18/2016	152.00	152.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 2:						152.00	152.00					
285	MISCELLANEOUS VENDORS	3		<u>ART SHOW, NOV 16</u>	11/18/2016	71.20	71.20	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 3:						71.20	71.20					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
285	MISCELLANEOUS VENDORS	4		<u>ART SHOW, NOV 16</u>	11/18/2016	125.60	125.60	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 4:						125.60	125.60					
285	MISCELLANEOUS VENDORS	5		<u>ART SHOW, NOV 16</u>	11/18/2016	60.00	60.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 5:						60.00	60.00					
285	MISCELLANEOUS VENDORS	6		<u>ART SHOW, NOV 16</u>	11/18/2016	322.40	322.40	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 6:						322.40	322.40					
285	MISCELLANEOUS VENDORS	7		<u>ART SHOW, NOV 16</u>	11/18/2016	65.60	65.60	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 7:						65.60	65.60					
285	MISCELLANEOUS VENDORS	8		<u>ART SHOW, NOV 16</u>	11/18/2016	121.60	121.60	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 8:						121.60	121.60					
285	MISCELLANEOUS VENDORS	9		<u>ART SHOW, NOV 16</u>	11/18/2016	64.00	64.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 9:						64.00	64.00					
Total MISCELLANEOUS VENDORS:						2,264.40	2,264.40					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	18		<u>ART SHOW, NOV 16</u>	11/18/2016	214.40	214.40	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 18:						214.40	214.40					
1849	MISCELLANEOUS VENDORS 2	19		<u>ART SHOW, NOV 16</u>	11/18/2016	59.20	59.20	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 19:						59.20	59.20					
1849	MISCELLANEOUS VENDORS 2	20		<u>ART SHOW, NOV 16</u>	11/18/2016	314.40	314.40	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 20:						314.40	314.40					
1849	MISCELLANEOUS VENDORS 2	21		<u>ART SHOW, NOV 16</u>	11/18/2016	80.00	80.00	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 21:						80.00	80.00					
1849	MISCELLANEOUS VENDORS 2	22		<u>ART SHOW, NOV 16</u>	11/18/2016	181.60	181.60	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 22:						181.60	181.60					
1849	MISCELLANEOUS VENDORS 2	23		<u>ART SHOW, NOV 16</u>	11/18/2016	84.00	84.00	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 23:						84.00	84.00					
1849	MISCELLANEOUS VENDORS 2	24		<u>ART SHOW, NOV 16</u>	11/18/2016	60.00	60.00	01-2075 <u>UNEARNED</u>				

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
								REVENUE	1064	11/16	11/18/2016	
Total 24:						60.00	60.00					
1849	MISCELLANEOUS VENDORS 2	25		<u>ART SHOW, NOV 16</u>	11/18/2016	188.00	188.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 25:						188.00	188.00					
1849	MISCELLANEOUS VENDORS 2	26		<u>ART SHOW, NOV 16</u>	11/18/2016	121.60	121.60	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 26:						121.60	121.60					
1849	MISCELLANEOUS VENDORS 2	27		<u>ART SHOW, NOV 16</u>	11/18/2016	209.60	209.60	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 27:						209.60	209.60					
1849	MISCELLANEOUS VENDORS 2	28		<u>ART SHOW, NOV 16</u>	11/18/2016	96.80	96.80	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 28:						96.80	96.80					
1849	MISCELLANEOUS VENDORS 2	29		<u>ART SHOW, NOV 16</u>	11/18/2016	167.20	167.20	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	
Total 29:						167.20	167.20					
1849	MISCELLANEOUS VENDORS 2	30		<u>ART SHOW, NOV 16</u>	11/18/2016	136.00	136.00	01-2075 UNEARNED REVENUE	1064	11/16	11/18/2016	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 11/10/2016-12/1/2016

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 30:						136.00	136.00					
1849	MISCELLANEOUS VENDORS 2	31		<u>ART SHOW, NOV 16</u>	11/18/2016	49.38	49.38	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 31:						49.38	49.38					
1849	MISCELLANEOUS VENDORS 2	32		<u>ART SHOW, NOV 16</u>	11/18/2016	110.80	110.80	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 32:						110.80	110.80					
1849	MISCELLANEOUS VENDORS 2	33		<u>ART SHOW, NOV 16</u>	11/18/2016	325.20	325.20	01-2075 <u>UNEARNED REVENUE</u>	1064	11/16	11/18/2016	
Total 33:						325.20	325.20					
Total MISCELLANEOUS VENDORS 2:						2,398.18	2,398.18					

NEOFUNDS BY NEOPOST

1770	NEOFUNDS BY NEOPOST	11292016NEO		<u>POSTAGE REFILL FOR THE POSTAGE METER, OCT.16 - ADMIN</u>	10/31/2016	112.74	.00	01-6190 <u>POSTAGE & BILLING</u>	0	10/16		
1770	NEOFUNDS BY NEOPOST	11292016NEO		<u>POSTAGE REFILL FOR THE POSTAGE METER, OCT.16 - P & Z</u>	10/31/2016	16.11	.00	01-6190 <u>POSTAGE & BILLING</u>	1003	10/16		
1770	NEOFUNDS BY NEOPOST	11292016NEO		<u>POSTAGE REFILL FOR THE POSTAGE METER, OCT.16 - WATER</u>	10/31/2016	171.80	.00	20-6190 <u>POSTAGE & BILLING</u>	0	10/16		
1770	NEOFUNDS BY NEOPOST	11292016NEO		<u>POSTAGE REFILL FOR THE POSTAGE METER, OCT.16 - SEWER</u>	10/31/2016	171.80	.00	21-6190 <u>POSTAGE & BILLING</u>	0	10/16		
1770	NEOFUNDS BY NEOPOST	11292016NEO		<u>POSTAGE REFILL FOR THE POSTAGE METER, OCT.16 - P.I</u>	10/31/2016	64.41	.00	25-6190 <u>POSTAGE & BILLING</u>	0	10/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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 11292016NEO:						536.86	.00					
Total NEOFUNDS BY NEOPOST:						536.86	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	11292016N		<u>IRRIGATION WATER COSTS, NEW YORK 100%, DEC.'16</u>	11/29/2016	17,728.00	.00	25-6116 IRRIGATION / WATER COSTS	0	12/16		
83	NEW YORK IRRIGATION DISTRICT	11292016N		<u>IRRIGATION WATER COSTS, NEW ACREAGE, DEC.'16</u>	11/29/2016	1,022.00	.00	25-6116 IRRIGATION / WATER COSTS	0	12/16		
Total 11292016N:						18,750.00	.00					
Total NEW YORK IRRIGATION DISTRICT:						18,750.00	.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	15251	4900	<u>QUOTE #S16-250 TO COMPLETE FALL HVAC MAINTENANCE, T SHAFER, SEWER, OCT 16</u>	11/09/2016	1,260.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
Total 15251:						1,260.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						1,260.00	.00					
PARTS, INC.												
470	PARTS, INC.	124196	4846	<u>LIFT FOR THE NEW SHOP, B. GILLOGLY, NOV.'16 - ADMIN</u>	11/01/2016	4,086.25	.00	40-6166 PP&E PURCHASES OPERATIONS	1068	11/16		
470	PARTS, INC.	124196	4846	<u>LIFT FOR THE NEW SHOP, B. GILLOGLY, NOV.'16 - WATER</u>	11/01/2016	1,634.50	.00	20-6166 PP&E PURCHASES OPERATIONS	1068	11/16		
470	PARTS, INC.	124196	4846	<u>LIFT FOR THE NEW SHOP, B. GILLOGLY, NOV.'16 - SEWER</u>	11/01/2016	1,634.50	.00	21-6166 PP&E PURCHASES - OPERATIONS	1068	11/16		
470	PARTS, INC.	124196	4846	<u>LIFT FOR THE NEW SHOP, B. GILLOGLY, NOV.'16 - P.I</u>	11/01/2016	817.25	.00	25-6166 PP&E PURCHASES - OPERATIONS	1068	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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 124196:						8,172.50	.00					
470	PARTS, INC.	124568	4924	1 EA. BALL MOUNT AND 1 EA. TRAILER BALL. FOR VEHICLE #6. R.JONES. NOV.'16 - WATER	11/07/2016	31.49	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/16		
470	PARTS, INC.	124568	4924	1 EA. BALL MOUNT AND 1 EA. TRAILER BALL. FOR VEHICLE #6. R.JONES. NOV.'16 - P.I	11/07/2016	7.87	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/16		
Total 124568:						39.36	.00					
Total PARTS, INC.:						8,211.86	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	774166		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR). 12/1/16-12/31/16 - WATER	11/16/2016	204.09	.00	20-6140 MAINT. & REPAIR BUILDING	0	12/16		
1021	PEAK ALARM COMPANY, INC	774166		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR). 12/1/16-12/31/16 - P.I	11/16/2016	51.02	.00	25-6140 MAINT & REPAIR BUILDING	0	12/16		
Total 774166:						255.11	.00					
1021	PEAK ALARM COMPANY, INC	774218		ALARM MONITORING FOR THE TREATMENT PLANT. 12/1/16-02/28/17 - SEWER	11/16/2016	89.01	.00	21-6140 MAINT & REPAIR BUILDING	0	12/16		
Total 774218:						89.01	.00					
Total PEAK ALARM COMPANY, INC:						344.12	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
REXEL, INC.												
1613	REXEL, INC.	K683782	4896	6 FUSES FOR HUBBARD LIFT STATION, M.NADEAU, OCT.'16 - SEWER	11/01/2016	36.46	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total K683782:						36.46	.00					
1613	REXEL, INC.	K774158	4935	EXTENSION CORD CABLE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - ADMIN	11/11/2016	52.84	.00	40-6166 PP&E PURCHASES OPERATIONS	1068	11/16		
1613	REXEL, INC.	K774158	4935	EXTENSION CORD CABLE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - WATER	11/11/2016	21.13	.00	20-6166 PP&E PURCHASES OPERATIONS	1068	11/16		
1613	REXEL, INC.	K774158	4935	EXTENSION CORD CABLE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - SEWER	11/11/2016	21.13	.00	21-6166 PP&E PURCHASES - OPERATIONS	1004	11/16		
1613	REXEL, INC.	K774158	4935	EXTENSION CORD CABLE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - P.I	11/11/2016	10.57	.00	25-6166 PP&E PURCHASES - OPERATIONS	1068	11/16		
Total K774158:						105.67	.00					
Total REXEL, INC.:						142.13	.00					
RIDLEY'S FOOD CORP												
1673	RIDLEY'S FOOD CORP	012000191116	4895	FUSES FOR INDIAN CREEK LIFT STATION, T FLEMING, OCT 16	10/31/2016	12.99	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total 012000191116-448:						12.99	.00					
Total RIDLEY'S FOOD CORP:						12.99	.00					
SCHAEFFER MANUFACTURING COMPANY												
1843	SCHAEFFER MANUFACTURING COMPANY	EF2933-INV1	4905	3 EA. 5-GAL BUCKETS OF BLOWER OIL, IN BLOWER ROOM/PROCESS BLDG, M.NADEAU, NOV.'16 - SEWER	11/09/2016	581.10	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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 EF2933-INV1:						581.10	.00					
Total SCHAEFFER MANUFACTURING COMPANY:						581.10	.00					
SELECT CUT STAKES AND WOOD PRODUCTS												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	305	4954	2 CASES ORANGE SURVEY PAINT, 2 CASES WHITE SURVEY PAINT, 1 CASE MARKING STICK, T.FLEMING, NOV.'16 - SEWER	11/17/2016	75.27	.00	21-6065 DIG LINE EXPENSE	0	11/16		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	305	4954	2 CASES ORANGE SURVEY PAINT, 2 CASES WHITE SURVEY PAINT, 1 CASE MARKING STICK, T.FLEMING, NOV.'16 - P.I	11/17/2016	28.67	.00	25-6065 DIG LINE EXPENSE	0	11/16		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	305	4954	2 CASES ORANGE SURVEY PAINT, 2 CASES WHITE SURVEY PAINT, 1 CASE MARKING STICK, T.FLEMING, NOV.'16 - WATER	11/17/2016	75.27	.00	20-6065 DIG LINE EXPENSE	0	11/16		
Total 305:						179.21	.00					
Total SELECT CUT STAKES AND WOOD PRODUCTS:						179.21	.00					
SHARP ELECTRONICS CORP -LEASE												
1734	SHARP ELECTRONICS CORP - LEASE	5003495474		LEASE FOR SHARP COPIER, MODEL # MX2615N, 11/1/16-11/30/16 - PARKS	11/06/2016	17.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/16		
1734	SHARP ELECTRONICS CORP - LEASE	5003495474		LEASE FOR SHARP COPIER, MODEL # MX2615N, 11/1/16-11/30/16 - WATER	11/06/2016	27.92	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1734	SHARP ELECTRONICS CORP - LEASE	5003495474		LEASE FOR SHARP COPIER, MODEL # MX2615N, 11/1/16-11/30/16 - SEWER	11/06/2016	34.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1734	SHARP ELECTRONICS CORP - LEASE	5003495474		LEASE FOR SHARP COPIER, MODEL # MX2615N, 11/1/16-11/30/16 - P.I	11/06/2016	16.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		

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 5003495474:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
SOLBERG MANUFACTURING, INC.												
1697	SOLBERG MANUFACTURING, INC.	617393	4939	10 FILTERS FOR LAGOON AND PLANT BLOWER, 10 FILTERS FOR PLANT BLOWERS, M.NADEAU, NOV.'16 - SEWER	11/18/2016	2,350.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
Total 617393:						2,350.00	.00					
Total SOLBERG MANUFACTURING, INC.:						2,350.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:04759659	4968	2 CANISTERS CREAMER, CITY HALL, NOV.'16	11/22/2016	3.60	.00	20-6165 OFFICE SUPPLIES	0	11/16		
Total 2160:04759659:						3.60	.00					
Total TREASURE VALLEY COFFEE:						3.60	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA367354		CREDIT MEMO, REIMBURSEMENT ON DEPOSIT OF 4 RETURNABLE POLY CONTAINERS, NOV.'16 - SEWER	11/09/2016	-3,400.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	11/16		
Total NA367354:						-3,400.00	.00					
1410	UNIVAR USA, INC.	NA580343	4966	2 EA. CONTAINERS HYPOCHLORITE, T.SHAFFER, NOV.'16 - SEWER	11/21/2016	1,364.88	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
1410	UNIVAR USA, INC.	NA580343	4966	DEPOSIT FOR 2 RETURNABLE POLY CONTAINERS, T.SHAFFER, NOV.'16 - SEWER	11/21/2016	1,400.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	11/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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 NA580343:						2,764.88	.00					
1410	UNIVAR USA, INC.	NA580382	4966	<u>5600 LBS CITRIC ACID, T.SHAFFER, NOV.'16 - SEWER</u>	11/22/2016	3,200.40	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
1410	UNIVAR USA, INC.	NA580382	4966	<u>DEPOSIT ON 2 RETURNABLE POLY CONTAINERS, T.SHAFFER, NOV.'16</u>	11/22/2016	2,400.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	11/16		
Total NA580382:						5,600.40	.00					
Total UNIVAR USA, INC.:						4,965.28	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	114092	4960	<u>10 BOXES LARGE DISPOSABLE GLOVES, 4 BOXES X-LARGE DISPOSABLE GLOVES, T.SHAFFER, NOV.'16 - SEWER</u>	11/18/2016	242.19	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/16		
265	USA BLUE BOOK	114092	4960	<u>1 PK CHLORINE BUFFER, 1 PK CHLORINE SOLUTION, T.SHAFFER, NOV.'16 - SEWER</u>	11/18/2016	53.85	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total 114092:						296.04	.00					
Total USA BLUE BOOK:						296.04	.00					
UTILITY TRAILER SALES OF IDAHO, INC.												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	A199156	4936	<u>PIECE OF AIR HOSE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - ADMIN</u>	11/10/2016	37.92	.00	40-6166 PP&E PURCHASES OPERATIONS	1068	11/16		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	A199156	4936	<u>PIECE OF AIR HOSE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - WATER</u>	11/10/2016	15.16	.00	20-6166 PP&E PURCHASES OPERATIONS	1068	11/16		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	A199156	4936	<u>PIECE OF AIR HOSE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - SEWER</u>	11/10/2016	15.16	.00	21-6166 PP&E PURCHASES - OPERATIONS	1068	11/16		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	A199156	4936	<u>PIECE OF AIR HOSE FOR NEW LIFT, B.GILLOGLY, NOV.'16 - P.I</u>	11/10/2016	7.59	.00	25-6166 PP&E PURCHASES -				

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
								OPERATIONS	1068	11/16		
	Total AI99156:					75.83	.00					
	Total UTILITY TRAILER SALES OF IDAHO, INC.:					75.83	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	38312		<u>ESTATEMENT AND POSTAGE FOR OCT.'16 - ADMIN</u>	11/18/2016	844.16	.00	<u>01-6190 POSTAGE & BILLING</u>	0	10/16		
857	VALLI INFORMATION SYSTEMS, INC	38312		<u>ESTATEMENT AND POSTAGE FOR OCT.'16 - WATER</u>	11/18/2016	1,326.55	.00	<u>20-6190 POSTAGE & BILLING</u>	0	10/16		
857	VALLI INFORMATION SYSTEMS, INC	38312		<u>ESTATEMENT AND POSTAGE FOR OCT.'16 - SEWER</u>	11/18/2016	1,326.55	.00	<u>21-6190 POSTAGE & BILLING</u>	0	10/16		
857	VALLI INFORMATION SYSTEMS, INC	38312		<u>ESTATEMENT AND POSTAGE FOR OCT.'16 - P.I</u>	11/18/2016	522.58	.00	<u>25-6190 POSTAGE & BILLING</u>	0	10/16		
	Total 38312:					4,019.84	.00					
	Total VALLI INFORMATION SYSTEMS, INC:					4,019.84	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9774474139		<u>CELL PHONE SERVICE, 9/29-10/28/16 - ADMIN</u>	10/28/2016	39.90	.00	<u>01-6255 TELEPHONE</u>	0	10/16		
1575	VERIZON WIRELESS	9774474139		<u>CELL PHONE SERVICE, 9/29-10/28/16 - PARKS</u>	10/28/2016	217.23	.00	<u>01-6255 TELEPHONE</u>	1004	10/16		
1575	VERIZON WIRELESS	9774474139		<u>CELL PHONE SERVICE, 9/29-10/28/16 - BUILDING INSPECTION</u>	10/28/2016	44.00	.00	<u>01-6255 TELEPHONE</u>	1005	10/16		
1575	VERIZON WIRELESS	9774474139		<u>CELL PHONE SERVICE, 9/29-10/28/16 - WATER</u>	10/28/2016	305.89	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/16		
1575	VERIZON WIRELESS	9774474139		<u>CELL PHONE SERVICE, 9/29-10/28/16 - SEWER</u>	10/28/2016	376.49	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
1575	VERIZON WIRELESS	9774474139		<u>CELL PHONE SERVICE, 9/29-10/28/16 - P.I</u>	10/28/2016	79.81	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/16		
Total 9774474139:						1,063.32	.00					
1575	VERIZON WIRELESS	9774553214		<u>TABLET SERVICE, 10/2-11/1/16 - ADMIN</u>	11/01/2016	3.97	.00	<u>01-6255 TELEPHONE</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>TABLET SERVICE, 10/2-11/1/16 - PARKS</u>	11/01/2016	8.73	.00	<u>01-6255 TELEPHONE</u>	1004	10/16		
1575	VERIZON WIRELESS	9774553214		<u>TABLET SERVICE, 10/2-11/1/16 - BUILDING INSPECTION</u>	11/01/2016	17.46	.00	<u>01-6255 TELEPHONE</u>	1005	10/16		
1575	VERIZON WIRELESS	9774553214		<u>TABLET SERVICE, 10/2-11/1/16 - WATER</u>	11/01/2016	38.72	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>TABLET SERVICE, 10/2-11/1/16 - SEWER</u>	11/01/2016	48.24	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>TABLET SERVICE, 10/2-11/1/16 - P.I</u>	11/01/2016	9.84	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>EQUIPMENT CHARGES, REPLACEMENT TABLET (SAMSUNG GALAXY TAB E), SEWER</u>	11/01/2016	299.98	.00	<u>21-6175 SMALL TOOLS</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>EQUIPMENT CHARGES, REPLACEMENT TABLET (SAMSUNG GALAXY TAB E), WATER</u>	11/01/2016	119.99	.00	<u>20-6175 SMALL TOOLS</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>EQUIPMENT CHARGES, REPLACEMENT TABLET (SAMSUNG GALAXY TAB E), P.I</u>	11/01/2016	30.00	.00	<u>25-6175 SMALL TOOLS</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>CASE FOR REPLACEMENT TABLETS, SEWER</u>	11/01/2016	119.96	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/16		
1575	VERIZON WIRELESS	9774553214		<u>CASE FOR REPLACEMENT TABLETS, WATER</u>	11/01/2016	47.98	.00	<u>20-6255 TELEPHONE</u>				

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

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
								EXPENSE	0	10/16		
1575	VERIZON WIRELESS	9774553214		CASE FOR REPLACEMENT TABLETS, P.I	11/01/2016	12.00	.00	25-6255 TELEPHONE EXPENSE	0	10/16		
Total 9774553214:						756.87	.00					
Total VERIZON WIRELESS:						1,820.19	.00					
VICTORY GREENS												
364	VICTORY GREENS	397932	4959	NEW CHRISTMAS TREE FOR BERNIE FISHER PARK, N.PURKEY, NOV.'16 - PARKS	11/18/2016	588.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/16		
Total 397932:						588.00	.00					
Total VICTORY GREENS:						588.00	.00					
WATER DEPOSIT REFUNDS #11												
1815	WATER DEPOSIT REFUNDS #11	100800.02		DUKE PARTNERS LLC, 733 W BURY ST, WATER OVERPAYMENT	11/30/2016	86.89	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 100800.02:						86.89	.00					
1815	WATER DEPOSIT REFUNDS #11	121970.02		KEVIN JOHNSON, 1654 W BOISE ST, WATER OVERPAYMENT	11/30/2016	116.81	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 121970.02:						116.81	.00					
1815	WATER DEPOSIT REFUNDS #11	131100.01		BRIAN ELLIOTT, 1431 W HAYFIELD CT, WATER OVERPAYMENT	11/10/2016	99.61	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 131100.01:						99.61	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

Dec 02, 2016 11:51AM

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
1815	WATER DEPOSIT REFUNDS #11	170230.02		<u>JESSICA SANDERLIN, 493 S STIBNITE AVE, WATER OVERPAYMENT</u>	11/16/2016	77.44	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 170230.02:						77.44	.00					
1815	WATER DEPOSIT REFUNDS #11	170420.01		<u>PEGGY L SMITH, 1725 W YUKON DR, WATER OVERPAYMENT</u>	11/16/2016	12.73	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 170420.01:						12.73	.00					
1815	WATER DEPOSIT REFUNDS #11	170880.01		<u>BRIAN S BRANDON, 589 S STIBNITE AVE, WATER OVERPAYMENT</u>	11/21/2016	5.74	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 170880.01:						5.74	.00					
1815	WATER DEPOSIT REFUNDS #11	173160.01		<u>PLACERVILLE LAND, 519 S WHIM AVE, WATER OVERPAYMENT</u>	11/30/2016	52.03	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 173160.01:						52.03	.00					
1815	WATER DEPOSIT REFUNDS #11	173170.01		<u>HAYDEN HOMES, 435 S WHIM AVE, WATER OVERPAYMENT</u>	11/18/2016	69.48	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 173170.01:						69.48	.00					
1815	WATER DEPOSIT REFUNDS #11	173225.01		<u>HUNTER HOMES, 513 S TAILINGS AVE, WATER OVERPAYMENT</u>	11/30/2016	43.09	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 173225.01:						43.09	.00					
1815	WATER DEPOSIT REFUNDS #11	173340.01		<u>HATHAWAY HOMES, 513 S RETORT PL, WATER OVERPAYMENT</u>	11/30/2016	39.91	.00	99-1075 Utility Cash Clearing	0	11/16		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 173340.01:						39.91	.00					
1815	WATER DEPOSIT REFUNDS #11	181000.03		<u>TRAVIS MANKLE, 1325 N TASAVOL AVE, WATER OVERPAYMENT</u>	11/30/2016	123.20	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 181000.03:						123.20	.00					
1815	WATER DEPOSIT REFUNDS #11	182140.02		<u>BRET SCHOFIELD, 1534 W MCHENRY ST, WATER OVERPAYMENT</u>	11/23/2016	51.06	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 182140.02:						51.06	.00					
1815	WATER DEPOSIT REFUNDS #11	221225.02		<u>JAMES R LAWRENCE, 1054 S THREAVE AVE, WATER OVERPAYMENT</u>	11/22/2016	59.39	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 221225.02:						59.39	.00					
1815	WATER DEPOSIT REFUNDS #11	230400.01		<u>KJELL JENKINS, 572 S BLACK OAK AVE, WATER OVERPAYMENT</u>	11/16/2016	77.44	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 230400.01:						77.44	.00					
1815	WATER DEPOSIT REFUNDS #11	240390.02		<u>CHRISTIAN SPEAROW, 533 N MUDSTONE WAY, WATER OVERPAYMENT</u>	11/30/2016	79.44	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 240390.02:						79.44	.00					
1815	WATER DEPOSIT REFUNDS #11	240595.01		<u>DAVID SPARANO, 724 N OLIVINE PL, WATER OVERPAYMENT</u>	11/18/2016	5.97	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 240595.01:						5.97	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 11/10/2016-12/1/2016

Dec 02, 2016 11:51AM

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
1815	WATER DEPOSIT REFUNDS #11	250895.02		<u>ANTHONY L JUNIER, 173 W STEPH ST, WATER OVERPAYMENT</u>	11/22/2016	130.92	.00	99-1075 Utility Cash Clearing	0	11/16		
	Total 250895.02:					130.92	.00					
1815	WATER DEPOSIT REFUNDS #11	264325.01		<u>CBH, 1899 N ROSEDUST DR, WATER OVERPAYMENT</u>	11/18/2016	103.56	.00	99-1075 Utility Cash Clearing	0	11/16		
	Total 264325.01:					103.56	.00					
1815	WATER DEPOSIT REFUNDS #11	264450.01		<u>CBH, 2039 W MELON DR, WATER OVERPAYMENT</u>	11/30/2016	91.01	.00	99-1075 Utility Cash Clearing	0	11/16		
	Total 264450.01:					91.01	.00					
1815	WATER DEPOSIT REFUNDS #11	265114.01		<u>KEVIN PACKARD, 2135 W HENNA ST, WATER OVERPAYMENT</u>	11/30/2016	6.02	.00	99-1075 Utility Cash Clearing	0	11/16		
	Total 265114.01:					6.02	.00					
1815	WATER DEPOSIT REFUNDS #11	276024.01		<u>CBH, 2196 N BLUEBLOSSOM WAY, WATER OVERPAYMENT</u>	11/16/2016	33.52	.00	99-1075 Utility Cash Clearing	0	11/16		
	Total 276024.01:					33.52	.00					
1815	WATER DEPOSIT REFUNDS #11	280075.01		<u>TRIDENT HOMES, 975 W TANZANITE DR, WATER OVERPAYMENT</u>	11/22/2016	56.82	.00	99-1075 Utility Cash Clearing	0	11/16		
	Total 280075.01:					56.82	.00					
1815	WATER DEPOSIT REFUNDS #11	280115.02		<u>STEVEN DEMOTT, 1743 N AZURITE DR, WATER OVERPAYMENT</u>	11/30/2016	1.65	.00	99-1075 Utility Cash Clearing	0	11/16		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 280115.02:						1.65	.00					
1815	WATER DEPOSIT REFUNDS #11	280430.01		<u>TRIDENT HOMES, 2164 N STAR GARNET AVE, WATER OVERPAYMENT</u>	11/18/2016	99.09	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 280430.01:						99.09	.00					
1815	WATER DEPOSIT REFUNDS #11	300275.02		<u>AUDREY COLLE, 1076 E MYSTERY DR, WATER OVERPAYMENT</u>	11/30/2016	90.15	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 300275.02:						90.15	.00					
1815	WATER DEPOSIT REFUNDS #11	301064.01		<u>HUBBLE HOMES, 922 E SHADY RIDGE DR, WATER OVERPAYMENT</u>	11/30/2016	80.27	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 301064.01:						80.27	.00					
1815	WATER DEPOSIT REFUNDS #11	310006.01		<u>COLEMAN HOMES, 9343 S MACADAN WAY, WATER OVERPAYMENT</u>	11/22/2016	11.02	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 310006.01:						11.02	.00					
1815	WATER DEPOSIT REFUNDS #11	310053.01		<u>COLEMAN HOMES, 1131 W SELDOVIA DR, WATER OVERPAYMENT</u>	11/16/2016	20.43	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 310053.01:						20.43	.00					
1815	WATER DEPOSIT REFUNDS #11	310101.01		<u>COLEMAN HOMES, 9329 S UPDALE AVE, WATER OVERPAYMENT</u>	11/18/2016	44.12	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 310101.01:						44.12	.00					

City of Kuna

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1815	WATER DEPOSIT REFUNDS #11	310106.01		COLEMAN HOMES, 9243 S UPDALE AVE, WATER OVERPAYMENT	11/16/2016	18.20	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 310106.01:						18.20	.00					
1815	WATER DEPOSIT REFUNDS #11	310140.01		COLEMAN HOMES, 9382 S UPDALE AVE, WATER OVERPAYMENT	11/16/2016	24.90	.00	99-1075 Utility Cash Clearing	0	11/16		
Total 310140.01:						24.90	.00					
Total WATER DEPOSIT REFUNDS #11:						1,811.91	.00					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0096211-IN		MONTHLY JANITORIAL SERVICES, SENIOR CENTER, NOVEMBER	11/23/2016	330.33	.00	01-6025 JANITORIAL	1001	11/16		
Total 0096211-IN:						330.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0096212-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, NOVEMBER - ADMIN	11/23/2016	84.93	.00	01-6025 JANITORIAL	0	11/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0096212-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, NOVEMBER - P&Z	11/23/2016	30.33	.00	01-6025 JANITORIAL	1003	11/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0096212-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, NOVEMBER - WATER	11/23/2016	78.87	.00	20-6025 JANITORIAL	0	11/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0096212-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, NOVEMBER - SEWER	11/23/2016	78.87	.00	21-6025 JANITORIAL	0	11/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0096212-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, NOVEMBER - P.I	11/23/2016	30.33	.00	25-6025 JANITORIAL	0	11/16		

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 0096212-IN:						303.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0096213-IN		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, NOVEMBER - WATER</u>	11/23/2016	31.50	.00	<u>20-6025 JANITORIAL</u>	0	11/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0096213-IN		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, NOVEMBER - SEWER</u>	11/23/2016	31.50	.00	<u>21-6025 JANITORIAL</u>	0	11/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0096213-IN		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, NOVEMBER - P.I</u>	11/23/2016	12.00	.00	<u>25-6025 JANITORIAL</u>	0	11/16		
Total 0096213-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						708.66	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	162270		<u>VARIOUS CLEANER AND DISPOSABLE GLOVES FOR CLEANING PARK RESTROOMS AND FACILITIES, N.PURKEY, OCT.'16</u>	10/19/2016	685.75	.00	<u>01-6025 JANITORIAL</u>	1004	10/16		
Total 162270:						685.75	.00					
Total WESTERN STATES CHEM:						685.75	.00					
Grand Totals:						<u>510,714.41</u>	<u>208,783.54</u>					

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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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



City of Kuna

Staff Memo

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

To: City Council

Case Number: 16-12-FP – Final Plat;
Ardell Estates Sub. No. 1

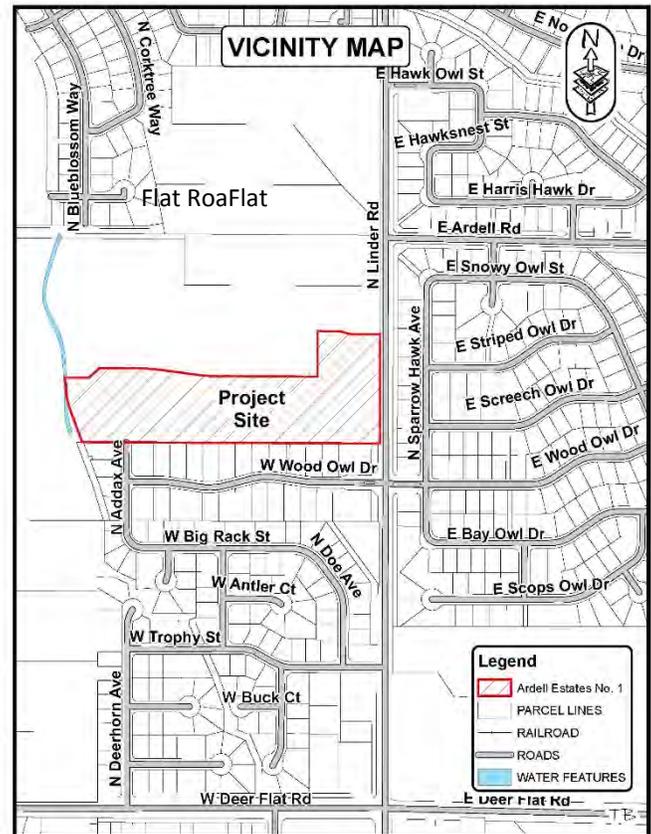
Location: SWC Linder and Ardell Roads
Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Meeting Date: December 6, 2016

Applicant: **DB Development, LLC,**
Justin Blackstock
2228 W. Plaza St.
Meridian, ID 83646
208.871.0642
highmark.development@gmail.com

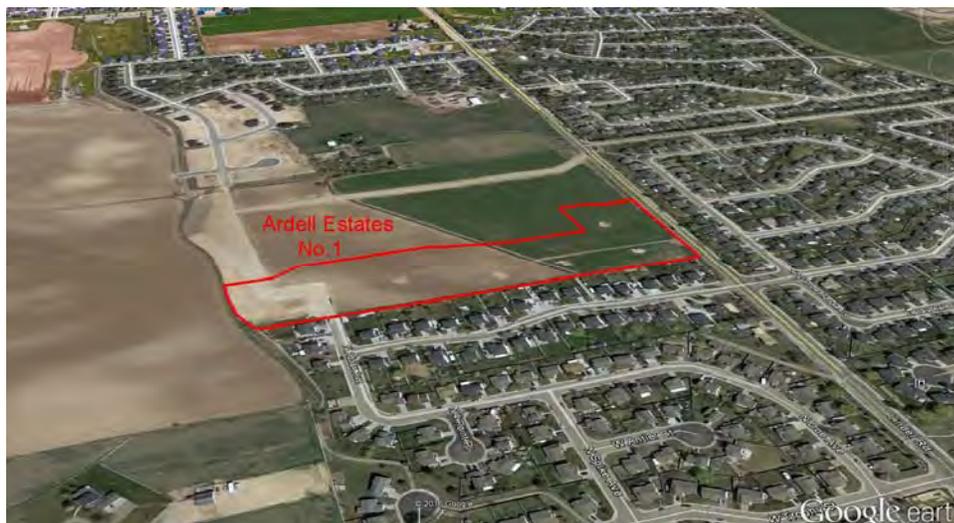
Representative: **B & A Engineers**
David Crawford
5505 W. Franklin Rd.
Boise, ID 83705
208.342.5792
dacrawfod@baengineers.com



A. General Project Facts, Staff Analysis:

1. In accordance with KCC Title 6; Subdivision Regulations, applicant requests Final Plat approval for Ardell Estates Subdivision No. 1. The Final Plat for Ardell Estates Subdivision No. 1 proposes 43 buildable and 8 common lots (51 total) over approximately 11.62 acres (APN # S1314417420).

B. Site Aerial Map:

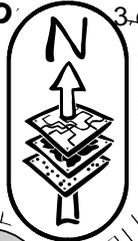


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C. Staff Analysis:

1. After reviewing the application, staff has determined the proposed final plat for Ardell Estates Subdivision No. 1 appears to be in substantial conformance with the approved preliminary plat for the Ardell Estates Subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer signature on the final plat Mylar sheets. Applicant shall be subject to the following recommended changes to the final plat and comments listed below, unless directed differently by Council;
 - a. The applicant shall adhere to all agency and staff recommendations.
 - b. Applicant shall follow all Kuna Rural Fire District standards.
 - c. Applicant shall record a separate emergency services easement (to connect N. Spike and Woodstown Avenues outside this plat as shown) and reference it on the final plat through Instrument number.
 - d. Adjust the final plat to address and conform to staff and City Engineers comments and redlines. Planning and Zoning has no further comments on the final plat.
 - e. If further correction is needed, the applicant shall amend the final plat until staff determines full technical compliance with all components of the plat.
 - f. The applicant shall comply with all federal, state and local laws.

VICINITY MAP



N Blueblossom Way

N Corktree Way

E Hawk Owl St

E Hawksnest St

E Harris Hawk Dr

E Ardell Rd

E Snowy Owl St

E Striped Owl Dr

E Screech Owl Dr

E Wood Owl Dr

E Bay Owl Dr

E Scops Owl Dr

Project Site

W Wood Owl Dr

W Big Rack St

W Antler Ct

W Trophy St

W Buck Ct

W Deer Flat Rd

N Addax Ave

N Deerhorn Ave

N Linder Rd

N Sparrow Hawk Ave

N Doe Ave

Legend

-  Ardell Estates No. 1
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

E Deer Flat Rd

TB

Ardell Estates
No.1

N Amber Ave

N Hi Pointe Pl

W Antler Ct

N Spike Ave

N Deer Ave

Lunder Rd



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

August 30, 2016

To: **City of Kuna**
763 W. Avalon St.
Kuna, Idaho 83634
Voice 922-5546

From: **David Crawford- B&A Engineers, Inc.**

RE: Ardell Estates Subdivision No. 1

Kuna City,

Based on limited observations in the field and information provided by others during the construction of Ardell Estates Subdivision No. 1 we believe that construction of the facilities related to the development are being completed in substantial conformance to the approved construction plans.

We believe that the final plat as shown is in substantial conformance with the approved preliminary plat and the approved construction plans for the project.

Should you have any questions please contact me at 343-3381 or by e-mail at dacrawford@baengineers.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Crawford', is written over a horizontal line. The signature is stylized and somewhat cursive.

David Crawford
B&A Engineers, Inc.



**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

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

For Office Use Only	
File Number (s)	
Project name	
Date Received	
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>DB Development, LLC</u>	Phone Number: _____
Address: <u>2228 W. Piazza St.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, Id. 83646</u>	Fax #: _____
Applicant (Developer): <u>Justin Blackstock, Manager</u>	Phone Number: _____
Address: <u>Same as owner</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>David Crawford/ B&A Engineers</u>	Phone Number: <u>208-343-3381</u>
Address: <u>5505 W. Franklin Rd</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: <u>208-342-5792</u>

Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>South of Hubbard Rd., West of Linder Rd. & North of Deerflat Rd.</u>
Parcel Number (s): <u>S1314417420</u>
Section, Township, Range: <u>14, T2N, R1W</u>
Property size : <u>11.62 Acres</u>
Current land use: <u>N/A</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: Ardell Estates Subdivision

General description of proposed project / request: Approval of final plat for phase one of Ardell Estates Subdivision.

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): As disclosed in preliminary plat approval.

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: N/A

Any existing buildings to remain? Yes No

Number of residential units: N/A Number of building lots: 43

Number of common and/or other lots: 8

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 4.39 U/Ac Net density (DU/acre-excluding roads): 5.84 U/Ac

Percentage of open space provided: 7.75 % Acreage of open space: 0.90 Acres

Type of open space provided (i.e. landscaping, public, common, etc.): common & lot 16/ blk 11 to be owned and maintained by the City of Kuna

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

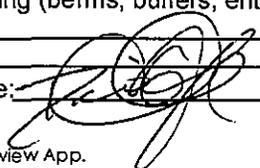
a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

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

Applicant's Signature:  Date: 9/22/16



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

4C1
16-12-FP (Final Plat)
8 of 12
GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Troy Behunin

FROM: Gordon N. Law
Kuna City Engineer

RE: Ardell Estates Subdivision No. 1
Final Plat Review

DATE: October 31, 2016

The City Engineer has reviewed the first submittal of the Final Plat documents for the referenced project. The following comments are provided to summarize the redline markups prepared in connection with the plat review:

1. Plat Sheet 1 of 3
 - a. Please dimension the width of the side lot easement for Lot 32, Block 1, Lot 10, Block 11 and Lot 14, Block 11 as indicated in the red lines.
 - b. Please show the side and rear lot easements as one easement.
 - c. Please extend the 10' street frontage easements to the lot or property boundaries. The intent is to show the easement as separate from the side lot easements.
 - d. Plat Note No. 15 should provide a blanket easement for City of Kuna facilities on this lots. See the red lines. Is it intended that the City of Kuna own this lot upon platting?
 - e. Plat Note No. 17 cannot create an easement outside the bounds of the plat. This note may only reference an easement of record. Please correct this.
2. Plat Sheet 2 of 3
 - a. Please dimension the width of the side lot easement for Lot 32, Block 1, Lot 10, Block 11 and Lot 14, Block 11 as indicated in the red lines.
 - b. Please show the side and rear lot easements as one easement.
 - c. Please extend the 10' street frontage easements to the lot or property boundaries. The intent is to show the easement as separate from the side lot easements.
 - d. Plat Note No. 17 cannot create an easement outside the bounds of the plat. This note may only reference an easement of record. Please correct this.
3. Plat Sheet 3 of 3
 - a. Please remove the extra "date" from the City Engineer signature line.

4. Redlines – Marked up drawings are being returned to you to assist your editing. P&Z may issue separate comments of their own. 9 of 12

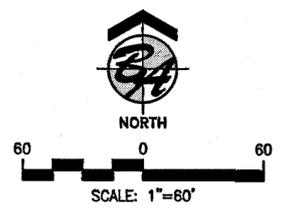
Attachment

Cc: Kuna Planning and Zoning Dept.

Ardell Estates Subdivision No. 1

A parcel of land situate in the north half of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2016



Notes

- Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
- All references to Homeowners' Association hereon are to the Ardell Estates Subdivision Homeowners' Association and the owners of the lots, within said subdivision, jointly.
- Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Ardell Estates Subdivision.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lot 1, Block 8; Lots 11 and 21, Block 10; Lots 12 and 20 Block 11; Lot 1, Block 12; and Lot 1, Block 13 are designated as common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
- No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
- All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- Public utility easement is hereby dedicated as follows:
 - 10-foot wide along public rights-of-ways.
- Water, sewer, drainage, and irrigation easements are hereby dedicated to the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).
 - 10-foot wide along public rights-of-ways, rear lot lines and the exterior boundary.
 - 10-foot wide centered on interior lot lines.
- Direct lot access to Linder Road is prohibited.
- 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.
- This development recognizes Idaho Code Section §22-4503, Right to Farm Act, which states: "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 non-agricultural 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.
- Portions of Lots 31-33, Block 1; Lots 7-11, Block 11; and Lots 14-16, Block 13 are servient to and contains the ACHD storm water drainage system. This lot is encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement, recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (The "MASTER EASEMENT"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section §40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
- Lot 16, Block 11 is to be owned and maintained by the City of Kuna.
- Lot 12, Block 11 is subject to an easement for the Badley Lateral for irrigation water delivery and maintenance in accordance with Idaho Code §42-1209.
- The temporary turn around easement shown hereon is to benefit the Kuna Rural Fire Department. Easement is to be removed when roads are extended.

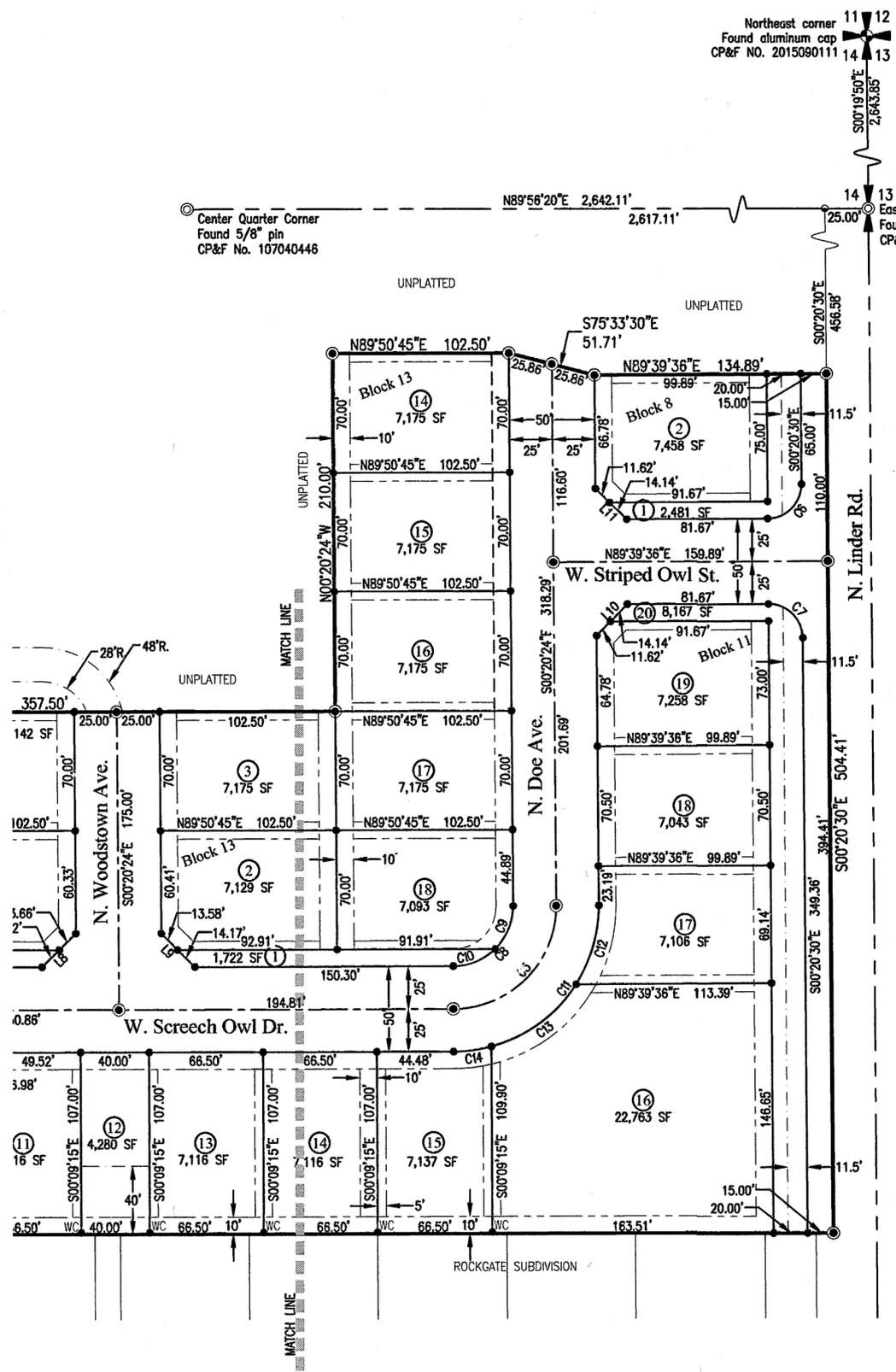
Legend

- Subdivision boundary
- Lot line
- Section line
- Street centerline
- Water, sewer, drainage, and irrigation easement to benefit the City of Kuna, see note 10 for more information.
- 11.5' wide ACHD sidewalk easement Inst. No.
- Storm drainage easement to benefit ACHD, see Note 14, this sheet
- Badley Lateral Easement
- Adjoining property line
- Found monument, type noted
- Found 1/2" pin
- Found 5/8" pin
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Witness corner, 1-foot north of lot corner. Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Calculated point, not found or set

Line	Bearing	Distance
L1	N89°50'45"E	9.90'
L2	S44°53'37"W	25.75'
L3	N45°06'23"W	25.78'
L4	S45°06'25"E	25.78'
L5	N44°53'35"E	25.75'
L6	S44°45'10"W	25.79'
L7	N45°14'50"W	25.74'
L8	S44°45'10"W	27.78'
L9	N45°14'50"W	27.75'
L10	N44°39'36"E	25.76'
L11	N45°20'24"W	25.76'
L12	N0°03'32"W	77.03'
L13	N0°03'32"W	67.04'

Reference Documents

- Subdivision Plats
- Arbor Ridge Subdivision No. 1
 - Arbor Ridge Subdivision No. 2
 - Mineral Springs Subdivision No. 2
 - Rockgate Subdivision
 - Saratoga Subdivision
- Records of Survey
- ROS No. 5982



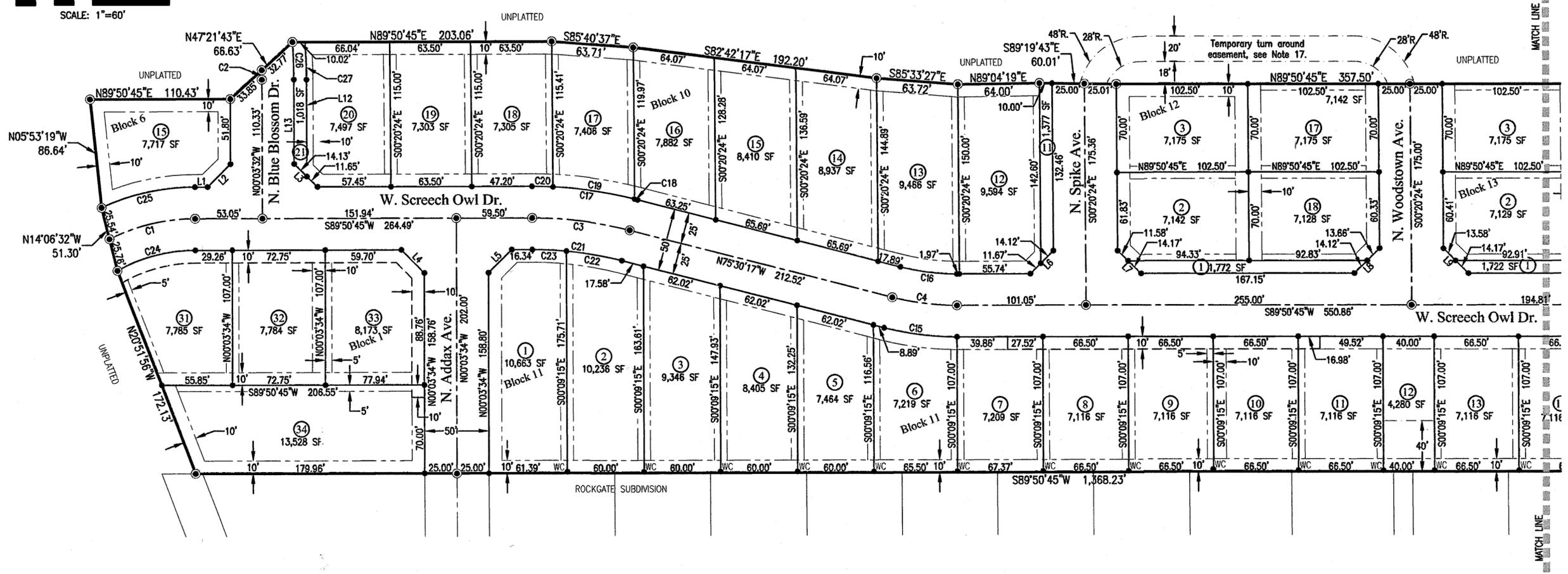
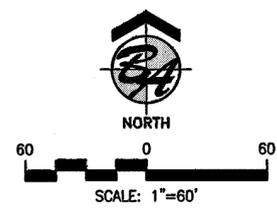
B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



Ardell Estates Subdivision No. 1

A parcel of land situate in the north half of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2016



Legend

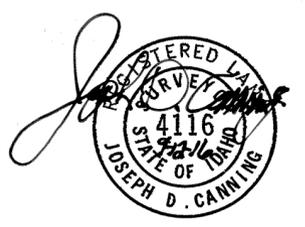
- Subdivision boundary
- Lot line
- Section line
- Street centerline
- Water, sewer, drainage, and irrigation easement to benefit the City of Kuna, see note 10 for more information.
- 11.5' wide ACHD sidewalk easement Inst. No.
- Storm drainage easement to benefit ACHD, see Note 14, this sheet
- Badley Lateral Easement
- Adjoining property line
- Found monument, type noted
- Found 1/2" pin
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- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Calculated point, not found or set

Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	26°41'56"	150.00'	69.90'	S76°29'47"W	69.27'
C2	0°57'35"	450.00'	7.54'	N0°32'19"W	7.54'
C3	14°38'58"	300.00'	76.70'	N82°49'46"W	76.50'
C4	14°38'58"	200.00'	51.14'	S82°49'46"E	51.00'
C5	90°11'09"	60.00'	94.44'	N44°45'10"E	84.99'
C6	90°00'06"	20.00'	31.42'	N44°39'33"E	28.28'
C7	89°59'54"	20.00'	31.42'	N45°20'27"W	28.28'
C8	90°11'09"	35.00'	55.09'	N44°45'10"E	49.58'
C9	45°46'14"	35.00'	27.96'	N22°32'43"E	27.22'
C10	44°24'55"	35.00'	27.13'	N67°38'17"E	26.46'
C11	90°11'09"	85.00'	133.79'	N44°45'10"E	120.40'
C12	32°43'19"	85.00'	48.54'	N16°01'15"E	47.89'
C13	42°27'03"	85.00'	62.98'	N53°38'26"E	61.55'
C14	15°00'48"	85.00'	22.27'	N82°20'21"E	22.21'
C15	14°38'58"	225.00'	57.53'	S82°49'46"E	57.37'

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C16	14°38'58"	175.00'	44.74'	S82°49'46"E	44.62'
C17	14°38'58"	325.00'	83.10'	N82°49'46"W	82.87'
C18	0°25'51"	325.00'	2.44'	N75°43'13"W	2.44'
C19	11°20'39"	325.00'	64.35'	N81°36'28"W	64.24'
C20	2°52'28"	325.00'	16.30'	N88°43'01"W	16.30'
C21	14°38'58"	275.00'	70.31'	N82°49'46"W	70.12'
C22	9°06'26"	275.00'	43.71'	N80°03'30"W	43.67'
C23	5°32'32"	275.00'	26.60'	N87°22'59"W	26.59'
C24	29°18'17"	125.00'	63.93'	S75°11'36"W	63.24'
C25	24°51'14"	175.00'	75.91'	S77°25'08"W	75.32'
C26	3°35'11"	475.00'	29.73'	N1°51'07"W	29.73'
C27	3°30'52"	485.00'	29.75'	N1°48'58"W	29.74'

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381





City of Kuna

Staff Memo

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

To: City Council

Case Number: 16-13-FP – Final plat ;
 Silver Trail Sub. No. 2

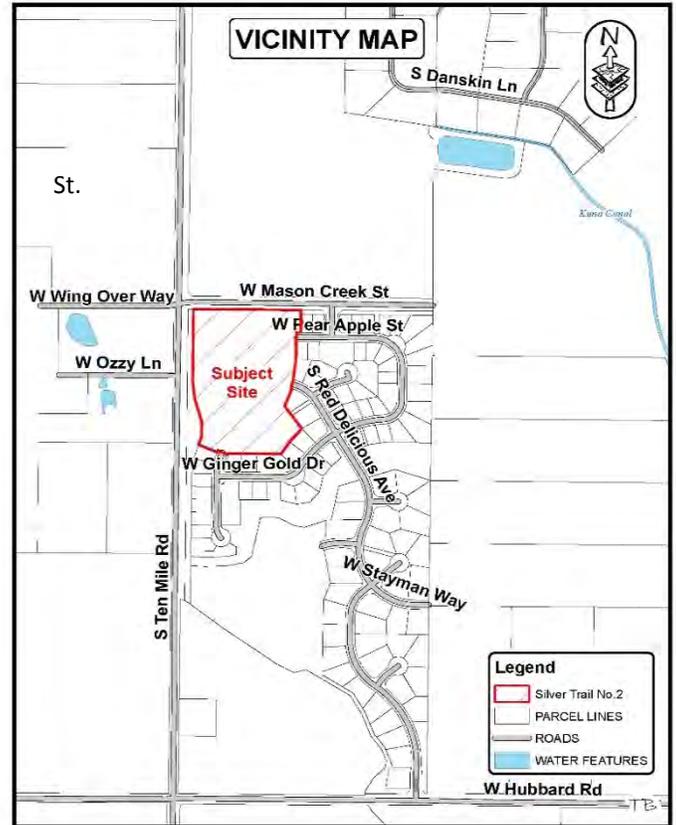
Location: SEC Ten Mile Rd. & Mason Creek St.
 Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Meeting Date: December 6, 2016

Applicant: **DB Development, LLC,**
 Justin Blackstock
 2228 W. Plaza St.
 Meridian, ID 83646
 208.871.0642
highmark.development@gmail.com

Representative: **B & A Engineers**
 David Crawford
 5505 W. Franklin Rd.
 Boise, ID 83705
 208.342.5792
dacrawfod@baengineers.com



A. General Project Facts, Staff Analysis:

1. In accordance with KCC Title 6; Subdivision Regulations, applicant requests final plat approval for Silver Trail Subdivision No. 2. The final plat for Silver Trail Subdivision No. 2 proposes 45 buildable and 6 common lots (51 total) over approximately 9.06 acres (APN # R1727740013).

B. Site Aerial Map:

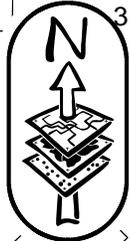


©COPYRIGHTED

C. Staff Analysis:

1. After reviewing the application, staff has determined the proposed final plat for Silver Trail Subdivision No. 2 appears to be in substantial conformance with the approved preliminary plat for the Silver Trail Subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer signature on the final plat Mylar sheets. Applicant shall be subject to the following recommended changes to the final plat and comments listed below, unless directed differently by Council;
 - a. The applicant shall adhere to all agency and staff recommendations.
 - b. Applicant shall follow all Kuna Rural Fire District standards.
 - c. Adjust the final plat to address and conform to staff and City Engineers comments and redlines.
 - d. If further correction is needed, the applicant shall amend the final plat until staff determines full technical compliance with all components of the plat.
 - e. The applicant shall comply with all federal, state and local laws and codes.

VICINITY MAP



S Danskin Ln

Kuna Canal

W Wing Over Way

W Mason Creek St

W Ozzy Ln

W Fear Apple St

Subject Site

S Red Delicious Ave

W Ginger Gold Dr

W Stayman Way

S Ten Mile Rd

Legend

-  Silver Trail No.2
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

W Hubbard Rd





B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

August 30, 2016

To: **City of Kuna**
763 W. Avalon St.
Kuna, Idaho 83634
Voice 922-5546

From: **David Crawford- B&A Engineers, Inc.**

RE: Silvertrail Subdivision No. 2

Kuna City,

Based on limited observations in the field and information provided by others during the construction of Silvertrail Subdivision No. 2 we believe that construction of the facilities related to the development are being completed in substantial conformance to the approved construction plans.

We believe that the final plat as shown is in substantial conformance with the approved preliminary plat and the approved construction plans for the project.

Should you have any questions please contact me at 343-3381 or by e-mail at dacrawford@baengineers.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Crawford', is written over a horizontal line.

David Crawford
B&A Engineers, Inc.



**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

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

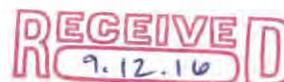
For Office Use Only	
File Number (s)	16-13-FP
Project name	SILVER TRAIL NO. 2 - SUB
Date Received	9.12.16
Date Accepted/ Complete	10.26.16
Cross Reference Files	
Commission Hearing Date	—
City Council Hearing Date	NOV. 15. 2016

Contact/Applicant Information

Owners of Record: <u>DB Development, LLC.</u>	Phone Number: _____
Address: <u>6152 W. Half Moon Ln.</u>	E-Mail: _____
City, State, Zip: <u>Eagle, ID. 83616</u>	Fax #: _____
Applicant (Developer): <u>Justin Blackstock, Manager</u>	Phone Number: _____
Address: <u>2228 W. Piazza St.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, Id. 83646</u>	Fax #: _____
Engineer/Representative: <u>David Crawford- B&A Engineers</u>	Phone Number: <u>208-343-3381</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID. 83705</u>	Fax #: <u>208-342-5792</u>

Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>East of N. Ten Mile Rd. & South of W. Mason Creek St.</u>
Parcel Number (s): <u>R1727740013</u>
Section, Township, Range: <u>11, T2N, R1W</u>
Property size : <u>9.06 Acres</u>
Current land use: <u>N/A</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: Silver Trail Subdivison #2

General description of proposed project / request: Approval of final plat for phase two of Silver Trail Subdivision.

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): As disclosed in the preliminary plat.

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: N/A Number of building lots: 45

Number of common and/or other lots: 6

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): 1,600 Sq. feet

Gross density (DU/acre-total property): 5.62 U/ Ac 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.): Common areas

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

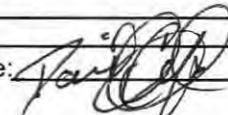
a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

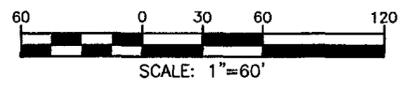
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature:  Date: 9/9/16

FINAL PLAT OF SILVER TRAIL SUBDIVISION-PHASE 2

A RESUBDIVISION 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, B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO
2016

BOOK _____, PAGE _____



LEGEND

- 10+11
15+14
10+11
11+14
- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- 1/16 COR. MONUMENT AS NOTED
- SET 5/8" REBAR W/ CAP "KOERNER PLS 8251"
- SET 1/2" REBAR W/ CAP "KOERNER PLS 8251"
- ⊙ SET 1 1/8" BRASS CAP "KOERNER PLS 8251"
- FOUND 5/8" REBAR REB 12458 OR AS NOTED
- FOUND 1/2" REBAR REB 12458 OR AS NOTED
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- CENTERLINE
- ADJOINER LINE



NOTES:

1. PUBLIC UTILITIES AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED AS FOLLOWS:
- 10 FEET WIDE ALONG PUBLIC RIGHTS-OF-WAYS, ADJOINING REAR LOT LINES, AND THE EXTERIOR BOUNDARY.
2. PRESSURE IRRIGATION EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF PRESSURE IRRIGATION LINES AS FOLLOWS AS FOLLOWS:
- 10 FEET WIDE ALONG PUBLIC RIGHTS-OF-WAYS AND THE EXTERIOR BOUNDARY.
- 10 FEET WIDE CENTERED ON INTERIOR LOT LINES AND ADJOINING REAR LOT LINES.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
4. IRRIGATION WATER WILL BE PROVIDED FROM THE CITY OF KUNA, IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH THE BOISE-KUNA IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
5. 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 BY THE CITY OF KUNA LAND USE AUTHORITY, OR AS SHOWN ON THE PLAT.
6. LOTS 12 AND 22, BLOCK 2; LOT 29, BLOCK 3; LOTS 9, 14, AND 21, BLOCK 4 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS ON COMMON LOTS. IN THE EVENT HOMEOWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
7. DIRECT LOT ACCESS TO W. MASON CREEK ROAD AND S. TEN MILE ROAD IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA.
8. THIS DEVELOPMENT RECOGNIZES IDAHO CODE 22-4503, RIGHT TO FARM ACT, WHICH STATES IN PART: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT".
9. LOTS 12 AND 13, BLOCK 2 ARE SERVICED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT No. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. SEE ALSO TEMPORARY LICENSE AGREEMENT INSTRUMENT No. 2014-086355, RECORDS OF ADA COUNTY, IDAHO.
10. MASON CREEK STREET WAS PART OF DANSKIN RIDGE NO. 6, BUT NOT DEDICATED BY THE PLAT. THE PLAT OF PHASE 6 WAS RECORDED 5/17/2010. THE DEED FOR MASON CREEK STREET WAS AUTHORED BY LS12459 ON 6/9/2010, AND WAS RECORDED 7/22/2010. THE DEED REFERENCES LOT 3 BLOCK 1 OF DANSKIN RIDGE NO.1, BUT THE PROPERTY AT THE TIME THE DESCRIPTION WAS WRITTEN WAS ACTUALLY LOT 70 BLOCK 1 OF DANSKIN RIDGE NO. 6.
11. THIS SUBDIVISION IS SUBJECT TO ACHD LICENSE AGREEMENT NO. _____



BASIS OF BEARING
N00°36'21"E - 2657.55'
S. TEN MILE RD.

10 11
15 14 FND BRASS CAP
CP&F INST. No.
2016-034798

W 1/16
5/8" REBAR
"PLS 7323"
CP&F INST. No.
95040259



TIMBERLINE SURVEYING

847 PARK CENTRE WAY, SUITE 3, NAMP, IDAHO 83651
208-465-5687

REFER TO PAGE 2 OF 4 OF THIS PLAT FOR CURVE AND LINE TABLE INFORMATION.

FINAL PLAT OF SILVER TRAIL SUBDIVISION-PHASE 2

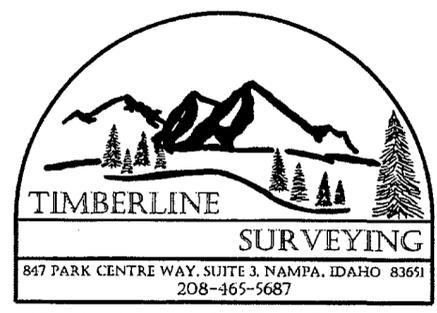
2016

BOOK _____ PAGE _____

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	5.50'	175.00'	1°48'01"	2.75'	5.50'	N75° 14' 47"W
C2	11.70'	325.00'	2°03'46"	5.85'	11.70'	S24° 43' 37"W
C3	241.39'	275.00'	50°17'36"	129.09'	233.72'	N0° 36' 41"E
C4	78.57'	275.00'	16°22'10"	39.55'	78.30'	N17° 34' 24"E
C5	20.14'	275.00'	4°11'47"	10.08'	20.14'	N7° 17' 25"E
C6	70.30'	275.00'	14°38'48"	35.34'	70.11'	N2° 07' 52"W
C7	69.41'	275.00'	14°27'39"	34.89'	69.22'	N16° 41' 06"W
C8	2.98'	275.00'	0°37'12"	1.49'	2.98'	N24° 13' 31"W
C9	57.11'	325.00'	10°04'03"	28.63'	57.03'	S19° 30' 05"E
C10	55.08'	325.00'	9°42'39"	27.61'	55.02'	S9° 36' 44"E
C11	30.45'	325.00'	5°22'03"	15.23'	30.44'	S2° 04' 23"E
C12	142.64'	325.00'	25°08'46"	72.49'	141.49'	S11° 57' 44"E
C13	131.66'	300.00'	25°08'46"	66.91'	130.61'	S11° 57' 44"E
C14	3.16'	300.00'	0°36'10"	1.58'	3.16'	S0° 18' 34"W
C15	128.51'	300.00'	24°32'36"	65.26'	127.53'	S12° 15' 49"E
C16	263.33'	300.00'	50°17'35"	140.83'	254.96'	N0° 36' 41"E
C17	134.87'	300.00'	25°45'30"	68.59'	133.74'	N11° 39' 22"W
C18	128.46'	300.00'	24°32'06"	65.23'	127.49'	N13° 29' 26"E
C19	94.26'	325.00'	16°37'02"	47.46'	93.93'	N17° 26' 58"E
C20	100.31'	334.66'	17°10'24"	50.53'	99.93'	N15° 28' 01"E
C21	18.55'	20.00'	53°07'48"	10.00'	17.89'	N62° 49' 27"W
C22	2.09'	20.00'	5°59'12"	1.05'	2.09'	N86° 23' 45"W
C23	16.46'	20.00'	47°08'36"	8.73'	16.00'	N59° 49' 51"W
C24	52.56'	55.00'	54°45'12"	28.48'	50.58'	S63° 38' 09"E
C25	36.88'	55.00'	38°25'06"	19.16'	36.19'	N69° 46' 42"E
C26	36.82'	55.00'	38°21'16"	19.13'	36.13'	N31° 23' 31"E
C27	35.18'	55.00'	36°39'10"	18.22'	34.59'	N6° 06' 42"W

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C28	20.11'	55.00'	20°57'05"	10.17'	20.00'	N34° 54' 49"W
C29	43.13'	55.00'	44°55'43"	22.74'	42.03'	N67° 51' 13"W
C30	50.11'	55.00'	52°12'04"	26.94'	48.39'	S63° 34' 53"W
C31	12.06'	20.00'	34°32'11"	6.22'	11.87'	N54° 44' 56"E
C32	6.49'	20.00'	18°35'38"	3.27'	6.46'	N81° 18' 50"E
C33	18.55'	20.00'	53°07'48"	10.00'	17.89'	N64° 02' 45"E
C34	274.79'	55.00'	286°15'37"	41.25'	66.00'	N0° 36' 39"E
C35	99.52'	335.00'	17°01'15"	50.13'	99.15'	N13° 07' 14"W
C36	16.98'	335.00'	2°54'16"	8.49'	16.98'	N23° 04' 59"W
C37	116.50'	335.00'	19°55'31"	58.84'	115.91'	N14° 34' 22"W
C38	100.73'	325.00'	17°45'29"	50.77'	100.33'	N15° 39' 23"W
C39	72.29'	275.00'	15°03'44"	36.36'	72.09'	S17° 00' 15"E
C40	76.71'	265.00'	16°35'10"	38.63'	76.44'	S16° 14' 33"E
C41	40.45'	175.00'	13°14'34"	20.31'	40.36'	N82° 46' 04"W
C42	46.23'	200.00'	13°14'34"	23.22'	46.12'	N82° 46' 04"W
C43	52.00'	225.00'	13°14'34"	26.12'	51.89'	N82° 46' 04"W
C44	39.17'	75.00'	29°55'35"	20.04'	38.73'	S15° 34' 27"W
C45	78.64'	75.00'	60°04'25"	43.37'	75.08'	S60° 34' 27"W
C46	117.81'	75.00'	90°00'00"	75.00'	106.07'	S45° 36' 39"W
C47	78.54'	100.00'	44°59'54"	41.42'	76.53'	S23° 06' 36"W
C48	78.54'	100.00'	45°00'06"	41.42'	76.54'	S68° 06' 36"W
C49	157.08'	100.00'	90°00'00"	100.00'	141.42'	S45° 36' 39"W
C50	133.70'	60.00'	127°40'14"	122.13'	107.70'	S51° 57' 45"W
C51	35.52'	60.00'	33°54'52"	18.29'	35.00'	S5° 05' 05"W
C52	20.74'	60.00'	19°48'29"	10.48'	20.64'	S31° 56' 45"W
C53	35.53'	60.00'	33°55'55"	18.30'	35.02'	S58° 48' 57"W
C54	41.90'	60.00'	40°00'58"	21.85'	41.06'	N84° 12' 37"W

Line Table		
Line #	Length	Direction
L1	28.28'	N44° 23' 19"W
L2	14.14'	S44° 23' 19"E
L3	14.13'	S44° 23' 19"E
L4	28.28'	N45° 36' 41"E
L5	12.31'	N45° 36' 41"E
L6	15.97'	N45° 36' 41"E
L7	28.28'	S44° 23' 19"E
L8	15.99'	S44° 23' 19"E
L9	12.29'	S44° 23' 19"E
L10	28.29'	N45° 36' 41"E
L11	16.40'	N45° 36' 41"E
L12	11.89'	N45° 36' 41"E



FOR AGENCY REVIEW ONLY

FINAL PLAT OF SILVER TRAIL SUBDIVISION-PHASE 2 2016

BOOK _____, PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT DB DEVELOPMENT LLC, A DELEWARE LIMITED LIABILITY COMPANY (WHO AQUIRED TITLE ERRONEOUSLY AS AN IDAHO LIMITED LIABILITY COMPANY), IS THE OWNER OF A REAL PARCEL OF LAND HEREIN AFTER DESCRIBED AND THAT IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

THE FOLLOWING DESCRIBES A PARCEL OF LAND BEING A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANSKIN RIDGE SUBDIVISION NO. 5 AS FILED FOR RECORD IN BOOK 108 OF PLATS AT PAGES 15053 THRU 15055, RECORDS OF ADA COUNTY, IDAHO AND LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH., RANGE 1 WEST., BM., ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 11, TOWNSHIP 2 NORTH., RANGE 1 WEST., BM., BEING MONUMENTED WITH A BRASS CAP; FROM WHICH, THE SOUTHWEST CORNER OF SAID SECTION 11 BEARS, SOUTH 00°36'21" WEST, 2857.55 FEET WHICH IS BEING MONUMENTED WITH A FOUND BRASS CAP; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, SOUTH 89°23'21" EAST, 78.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 4 OF APPLEWOOD SUBDIVISION NO. 1 AS FILED FOR RECORD IN BOOK 100 OF PLATS AT PAGES 12941 THRU 12945, RECORDS OF ADA COUNTY, IDAHO, THE **POINT OF BEGINNING**:
THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, SOUTH 89°23'21" EAST, 556.61 FEET TO THE NORTHWEST CORNER OF SILVER TRAIL SUBDIVISION PHASE 1 AS RECORDED IN BOOK 108 OF PLATS AT PAGES 15053 THRU 15055, RECORDS OF ADA COUNTY, IDAHO BEING MONUMENTED WITH A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
THENCE LEAVING SAID NORTHERLY BOUNDARY LINE, AND ALONG THE WESTERLY BOUNDARY LINE OF SAID SILVER TRAIL SUBDIVISION PHASE 1 THE FOLLOWING COURSES AND DISTANCES:

- 1) SOUTH 00°36'39" WEST, 122.30 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 2) NORTH 89°23'21" WEST, 23.84 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 3) SOUTH 00°36'39" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 4) SOUTH 07°37'59" WEST, 106.78 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 5) SOUTH 13°51'13" WEST, 50.00 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 6) SOUTHEASTERLY 5.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 01°48'01" AND A LONG CHORD WHICH BEARS, SOUTH 75°14'47" EAST, 5.50 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 7) SOUTH 22°02'17" WEST, 100.98 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP "REB 12458";
- 8) SOUTH 36°00'53" EAST, 151.45 FEET TO THE BOUNDARY CORNER BEING COMMON WITH SAID SILVER TRAIL SUBDIVISION PHASE 1, AND APPLEWOOD SUBDIVISION NO. 1 AS FILED FOR RECORD IN BOOK 100 OF PLATS AT PAGES 12941 THRU 12945, RECORDS OF ADA COUNTY, IDAHO BEING MONUMENTED WITH A FOUND 5/8" IRON PIN WITH PLASTIC CAP, "PLS 4998";
THENCE LEAVING SAID WESTERLY BOUNDARY LINE, AND ALONG THE BOUNDARY LINE OF SAID APPLEWOOD SUBDIVISION NO.1 THE FOLLOWING COURSES AND DISTANCES:
- 1) SOUTH 40°34'48" WEST, 95.02 FEET TO A FOUND 5/8" IRON PIN WITH PLASTIC CAP, "PLS 4998";
- 2) SOUTH 34°51'57" WEST, 79.42 FEET TO A SET 5/8" IRON PIN, WITH PLASTIC CAP "KOERNER PLS 8251";
- 3) NORTH 89°23'19" WEST, 267.31 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 4) SOUTH 70°12'21" WEST, 14.07 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 5) NORTH 64°14'30" WEST, 50.00 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 6) SOUTHWESTERLY 11.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°03'46" AND A LONG CHORD WHICH BEARS, SOUTH 24°43'37" WEST, 11.70 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 7) NORTH 66°17'51" WEST, 104.35 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 8) NORTH 18°35'38" EAST, 46.94 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 9) NORTH 00°36'21" EAST, 76.20 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 10) NORTH 15°28'53" WEST, 137.80 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 11) NORTH 06°14'35" WEST, 92.58 FEET TO A SET 5/8" IRON PIN WITH PLASTIC CAP, "KOERNER PLS 8251";
- 12) NORTH 00°36'21" EAST, 390.54 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 9.08 ACRES MORE OR LESS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC.

PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND USE OF PUBLIC UTILITY AND DRAINAGE EASEMENTS REQUIRED TO SERVICE ALL LOTS AND PARCELS WITHIN THIS PLAT ARE PERPETUALLY RESERVED.

ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA, AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HERE UNTO SET OUR HANDS THIS 28th DAY OF November, 2016.


JUSTIN BLACKSTOCK MEMBER OF DB DEVELOPMENT LLC.

CERTIFICATE OF SURVEYOR:

I, LAWRENCE H. KOERNER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF TM CROSSING SUBDIVISION AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS PLOTTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO CONDOMINIUMS, PLATS & SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODES 55-1601 THROUGH 55-1613.

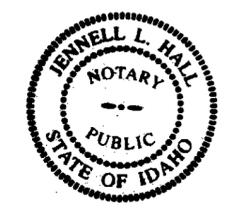

Lawrence H. Koerner
LAWRENCE H. KOERNER
11/28/16
LICENSE No. 8251

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS 28th DAY OF November 2016, BEFORE ME, Jennell L. Hall
A NOTARY PUBLIC, PERSONALLY APPEARED JUSTIN BLACKSTOCK KNOWN OR IDENTIFIED TO ME TO BE MANAGING MEMBER OF DB DEVELOPMENT LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.


NOTARY PUBLIC FOR IDAHO
MY COMMISSION EXPIRES: 1-13-2022




TIMBERLINE
SURVEYING
847 PARK CENTRE WAY, SUITE 3, NAMPA, IDAHO 83651
208-465-5687
JOB NO. 16029 SHEET 3 OF 4 SHEETS

FINAL PLAT OF SILVER TRAIL SUBDIVISION-PHASE 2

2016

BOOK _____ PAGE _____

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____

CHAIRMAN ACHD _____ DATE _____

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, KUNA, IDAHO _____ DATE _____

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO HEREBY APPROVE THIS PLAT.

CITY ENGINEER _____ DATE _____

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTONS MAY BE RE-IMPOSED, IN ACCORANCE WITH SECITON 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFIATE OF DISAPPROVAL.

Rowan Badi EHS
DISTRICT HEALTH DEPARTMENT, EHS



11.29.16
DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISON HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER _____ DATE _____

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR _____ DATE _____

COUNTY RECORDER'S CERTIFICATE

State of Idaho }
County of Ada } ss

I hereby certify that this instrument was filed for record at the request of

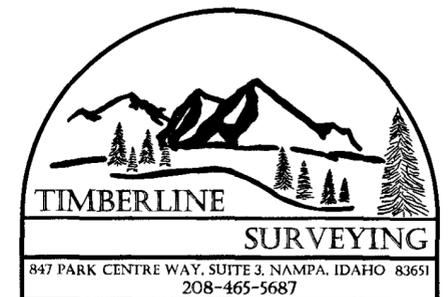
_____ at _____ minutes past _____ o'clock __M.,

on this ____ day of _____, in

Book _____ of Plats and Pages _____ through _____

Instrument No. _____

Deputy _____ Ex-Officio Recorder





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

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Orchard Lift Station
Easements for Sewer Trunk Line

DATE: November 15, 2016

REQUEST: Accept Orchard Sewer Trunk Easement by Resolution

Attached hereto is a proposed permanent easement to the City to construct, operate and maintain a sewer main on the Grantor's property. The referenced sewer main is the trunk line discharging to the proposed Orchard Regional Lift Station.

Also attached is a resolution which, if approved, accepts the easements and directs the City Clerk to record it. The City Engineer recommends approval of the resolution.

Attachments

RESOLUTION NO. R90-2016**RESOLUTION APPROVING ACCEPTANCE OF A SEWER EASEMENT ON GRANTOR'S PROPERTY FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A SEWER MAIN FOR THE ORCHARD REGIONAL LIFT STATION PROJECT.**

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, to accept that certain Sewer Easement titled "Sewer Easement", dated November 14, 2016, provided by James and Ruth Main, Paul and Joella Kingsbury and Dee Cyril and Cathie Dixon (GRANTORS), and directing that said Easement is recorded in the records of Ada County, State of Idaho, which easement is for the purpose of constructing, operating and maintaining a sewer main and associated facilities on the Grantor's property, and which Easement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

SEWER EASEMENT

THIS PERPETUAL CITY OF KUNA SEWER MAIN EASEMENT granted this 14 day of NOVEMBER, 2016, by and between **JAMES and RUTH MAIN**, whose mailing address is 414 s. Sailor Place, Kuna, Idaho 83634; **PAUL and JOELLA KINGSBURY**, P.O. Box 57, Kuna, Idaho 83634 and **DEE CYRIL and CATHIE DIXON**, whose mailing address is 940 W. Edwards Avenue, Nampa, Idaho 83686 (the "Grantor") and the **CITY OF KUNA**, an Idaho municipal corporation (the "Grantee"), whose mailing address is 763 West Avalon, Kuna, Idaho 83634:

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantors, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns, a Perpetual Easement for Construction, Maintenance, Operation and Replacement of a City of Kuna Sewer Main, more particularly described in Exhibit "A" (the "Easement Premises"), attached hereto and incorporated herein by reference.

This easement is made subject to the following conditions:

1. The easement described above is hereby reserved for the utility purposes herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF KUNA, or their assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utilities.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

TOGETHER With the right of ingress and egress on said real property for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this perpetual easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this City of Kuna Sewer Main Easement to be executed in its name as of the day and year first herein written.

GRANTOR: [Signature], (authorized signature)

JAMES MAIN
Print Name/Title JAMES MAIN

GRANTOR: [Signature], (authorized signature)

RUTH MAIN
Print Name/Title Ruth Main

GRANTOR: [Signature], (authorized signature)

PAUL KINGSBURY
Print Name/Title Paul R. Kingsbury

GRANTOR: [Signature], (authorized signature)

JOELLA KINGSBURY
Print Name/Title Joella Kingsbury

GRANTOR: [Signature], (authorized signature)

DEE CYRIL DIXON
Print Name/Title DEE C DIXON

GRANTOR: [Signature], (authorized signature)

CATHIE DIXON
Print Name/Title Cathie H. Dixon

STATE OF IDAHO)

) ss.

County of Canyon)

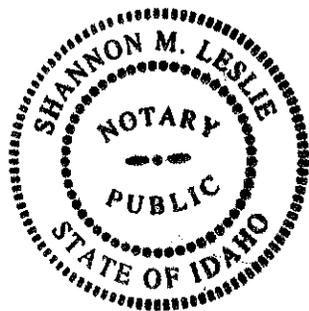
On this 7th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Cathie Dixon known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Shannon Leslie

Notary Public

Residing at Canyon County My Commission Expires 6/3/18



STATE OF IDAHO)

) ss.

County of Canyon)

On this 14th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Dee Dixon known 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.

Shannon M. Leslie
Notary Public

Residing at Canyon My Commission Expires 6/30/18



STATE OF IDAHO)

) ss.

County of Canyon)

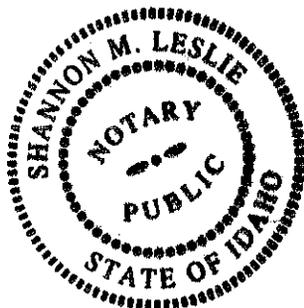
On this 7th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared James Main known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Shannon M. Leslie

Notary Public

Residing at Canyon My Commission Expires 6/3/18



STATE OF IDAHO)

) ss.

County of Canyon)

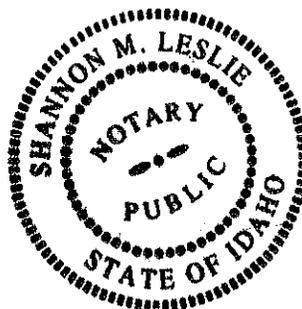
On this 11th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Ruth Mann known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Shannon Leslie

Notary Public

Residing at Canyon My Commission Expires 6/3/18



STATE OF IDAHO)

) ss.

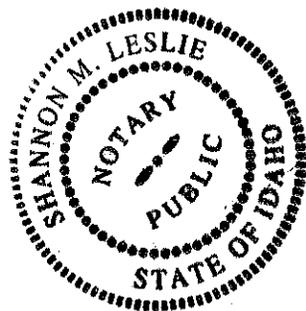
County of Canyon)

On this 14th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Kingbury known 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.

Shannon Leslie
Notary Public

Residing at Canyon My Commission Expires 6/3/18



STATE OF IDAHO)

) ss.

County of Canyon)

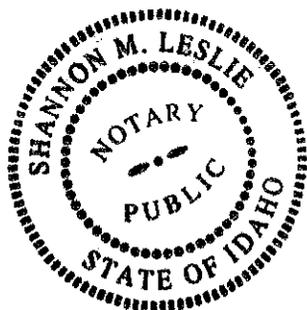
On this 14th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Soella Kingsbury known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

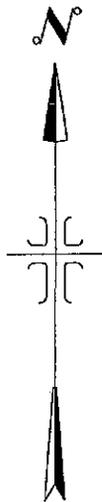
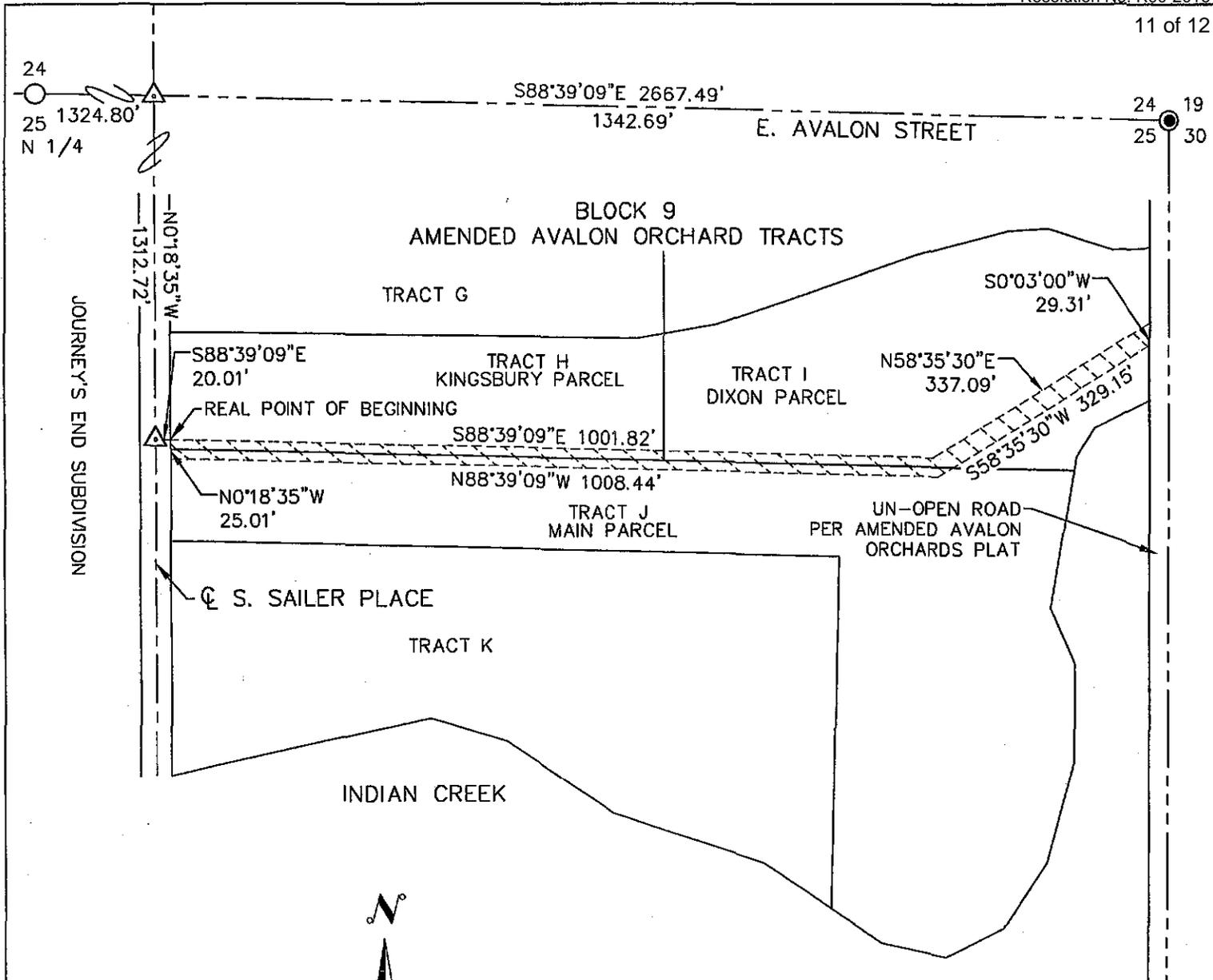
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Shannon Leslie

Notary Public

Residing at Canyon My Commission Expires 6/3/18





SCALE: 1" = 200'

NOTE:

TRACT NO.S PER ROS NO. 211

 IDAHO SURVEY GROUP, P.C. 1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83842 (208) 848-8670	EXHIBIT DRAWING FOR CITY OF KUNA SEWER EASEMENT AVALON ORCHARDS TRACTS SUBDIVISION	JOB NO. 16-096
	LOCATED IN THE NE 1/4 OF SECTION 25, T.2N., R.1W., B.M., KUNA, ADA COUNTY, IDAHO	SHEET NO. 1 DWG. DATE 9/1/16

September 1, 2016

**DESCRIPTION FOR
CITY OF KUNA SEWER EASEMENT
AVALON ORCHARD TRACTS**

A portion of Block 9 of the Amended Plat of Avalon Orchard Tracts Subdivision as filed in Book 6 of Plats at Page 254, records of Ada County, Idaho located in the NE 1/4 of Section 25, T.2N., R.1W., B.M., Kuna, Ada County, Idaho more particularly described as follows:

Commencing at the N1/4 corner of Section 25 from which the NE corner of said Section 25 bears South 88°39'09" East, 2,667.49 feet;

thence along the North boundary line of said Section 25 South 88°39'09" East, 1,324.80 feet to a point on the centerline of S. Sailer Place;

thence along said centerline South 00°18'35" East, 1,312.72 feet;

thence leaving said centerline South 88°39'09" East, 20.01 feet to the **REAL POINT OF BEGINNING**;

thence continuing South 88°39'09" East, 1001.82 feet;

thence North 58°35'30" East, 337.09 feet to a point on the East boundary line of said Block 9;

thence along said East boundary line South 00°03'00" West, 29.31 feet;

thence leaving said East boundary line South 58°35'30" West, 329.15 feet;

thence North 88°39'09" West, 1,008.44 feet;

thence North 00°18'35" West, 25.01 feet to the **REAL POINT OF BEGINNING**.





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

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Greyhawk Subdivision No. 5
Offsite Easement for PI Facilities

DATE: November 19, 2016

REQUEST: Accept Temporary Easement by Resolution

Attached hereto is a proposed temporary easement to allow City personnel to operate and maintain certain pressure irrigation facilities (mains) which are not within existing right-of-way or easements and not within the plat for Greyhawk Subdivision No. 5.

Also attached is a resolution which, if approved, accepts the easement and directs the City Clerk to record it. The City Engineer recommends approval of the resolution.

Attachments

RESOLUTION NO. R91-2016**RESOLUTION APPROVING ACCEPTANCE OF A TEMPORARY EASEMENT ON PROPERTY OF JERRY HESS AND JOAN HESS LIVING TRUST FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PRESSURE IRRIGATION MAIN FOR THE GREYHAWK SUBDIVISION NO. 5 PROJECT.**

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, to accept that certain Pressure Irrigation Easement titled "Temporary Easement", dated November 18, 2016, provided by Jerry Hess and Joan Hess Living Trust in connection with the Greyhawk Subdivision No. 5 Project, and directing that said Easement is recorded in the records of Ada County, State of Idaho, which easement is for the purpose of operating and maintaining a pressure irrigation main on the Grantee's property, and which Easement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

TEMPORARY EASEMENT

THIS TEMPORARY CITY OF KUNA PRESSURE IRRIGATION MAIN granted this 10th day of NOVEMBER, 2016, by and between **JERRY HESS AND JOAN HESS LIVING TRUST** (the "Grantor"), whose mailing address is 519 E. Karcher Road, Nampa, Idaho 83687 and the **CITY OF KUNA**, an Idaho municipal corporation (the "Grantee"), whose mailing address is 751 West 4th Street, Kuna, Idaho 83634:

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns, a Temporary Easement for Construction, Maintenance, Operation and Replacement of a City of Kuna Pressure Irrigation Main, more particularly described in Exhibit "A" (the "Temporary Pressure Irrigation Easement"), attached hereto and incorporated herein by reference.

This easement is made subject to the following conditions:

1. The easement described above is hereby reserved for the utility purposes herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF KUNA, or their assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utilities.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

TOGETHER With the right of ingress and egress on said real property for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

This Temporary Easement shall expire upon replacement with a permanent easement acceptable to the Grantee or with deeded or dedicated public road right-of-way capable of providing similar or better access to the public utility improvements and acceptable to the Grantee.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this temporary easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Temporary City of Kuna Pressure Irrigation Main Easement to be executed in its name as of the day and year first herein written.

GRANTOR:

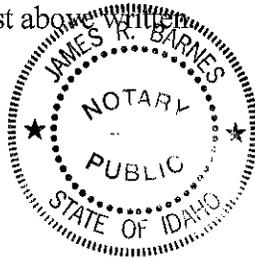
Jerry Hess, (authorized signature)
JERRY HESS AND JOAN HESS LIVING TRUST

Print Name/Title *JERRY HESS, TRUSTEE*

STATE OF IDAHO)
) ss.
County of CADWON)

On this 18th day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared JERRY HEES known 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.



James R. Barnes
Notary Public

Residing at BOISE, IDAHO My Commission Expires JUNE 1, 2017

Revised November 17, 2016

**DESCRIPTION FOR
TEMPORARY PRESSURE IRRIGATION EASEMENT
GREYHAWK SUBDIVISION NO. 5**

A temporary easement located in the NE 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho more particularly described as follows:

Commencing at the South Lot corner common to Lots 8 and 9 of said Greyhawk Subdivision No. 4 as is filed in Book 109 of Plats at Pages 15,482 through 15,484 records of Ada County, Idaho;

thence along the southerly boundary line of said Lot 8 North 63°06'16" West, 8.58 feet to the **REAL POINT OF BEGINNING**;

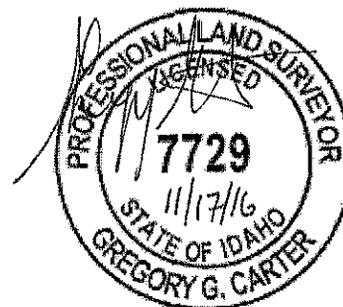
thence leaving said southerly boundary line South 17°19'32" West, 109.80 feet;

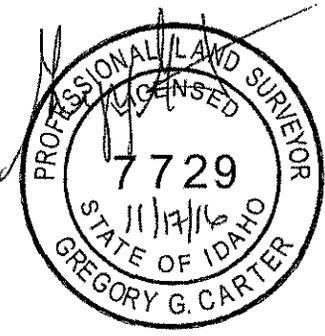
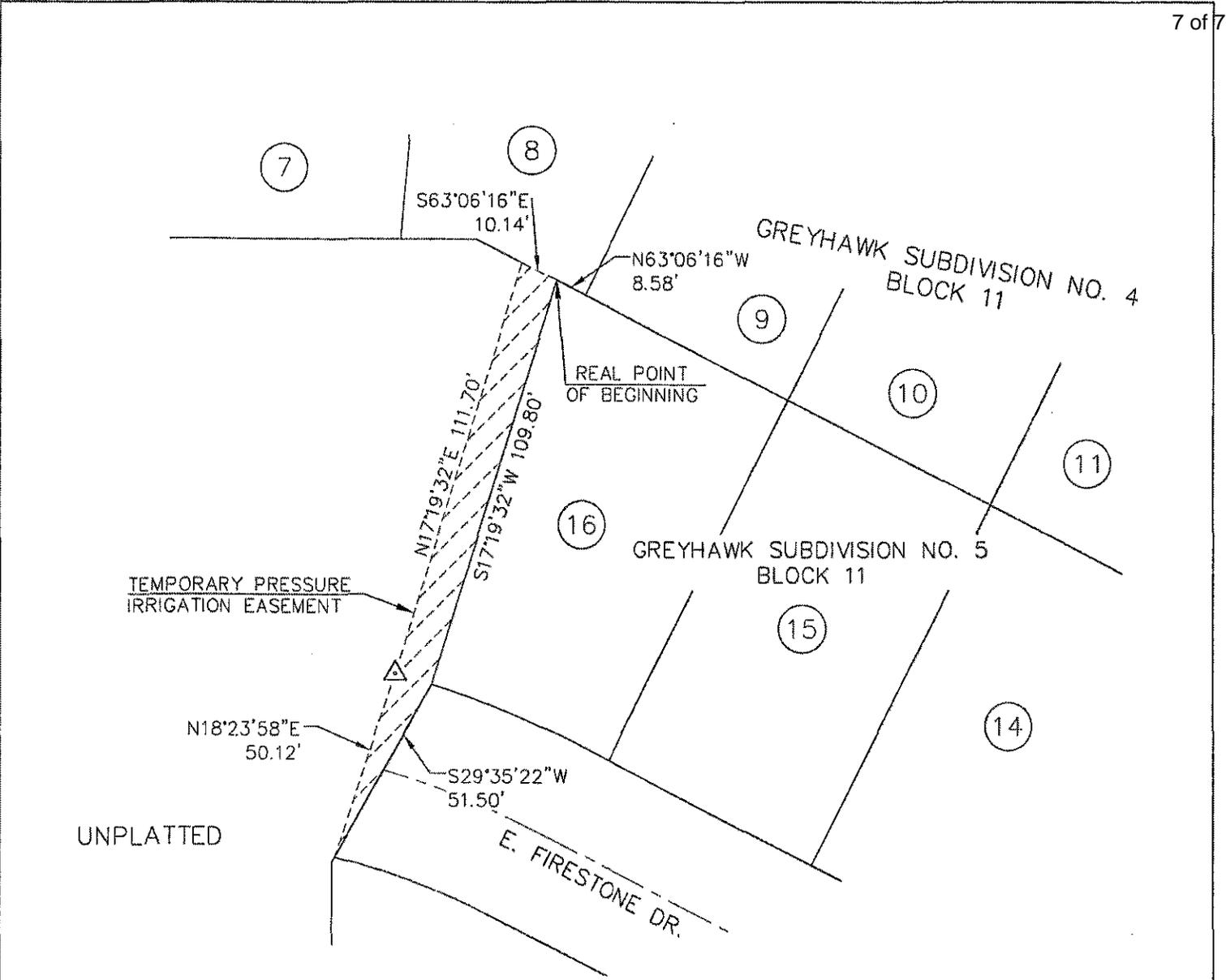
thence South 29°35'22" West, 51.50 feet

thence North 18°23'58" East, 50.12 feet;

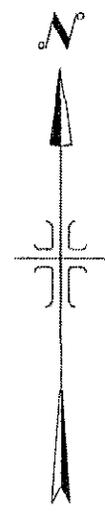
thence North 17°19'32" East, 111.70 feet to a point on the southerly boundary line of said Lot 8;

thence along said southerly boundary line South 63°06'16" East, 10.14 feet to the **REAL POINT OF BEGINNING**.





SCALE: 1" = 40'



S:\ISG Projects\Greyhawk No. 5 16-079\den\Plot\Greyhawk No. 5 plot 0302014.dwg 11/17/2016 12:41:14 PM

ISG IDAHO SURVEY GROUP, P.C.

1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
(208) 846-8570

EXHIBIT DRAWING FOR
TEMPORARY PRESSURE IRRIGATION EASEMENT
GREYHAWK SUBDIVISION NO. 5

LOCATED IN THE NE 1/4 OF SECTION 13, T.2N., R.1W., B.M.,
KUNA, ADA COUNTY, IDAHO

JOB NO. 16-079
SHEET NO. 1
DWG. DATE 11/17/16



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

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731

Email: glaw@kunaid.gov

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Timbermist Subdivision No. 3
Letter of Credit Review

DATE: November 30, 2016

The developer of Timbermist Subdivision No. 3, which started construction earlier this summer, was unable to complete landscaping work before irrigation water was shut off. The developers have accordingly requested permission to provide a financial guarantee for the unfinished work – which is allowed in City Code providing certain conditions are met – so that the plat can be recorded. Following is a review of the status of compliance conditions:

1. Completion of items which are not permitted to be secured by financial guarantee:
 - a. Water Facilities – Completed.
 - b. Sewer Facilities – Completed.
 - c. Irrigation Facilities – Completed.
 - d. Annexation into NYID requested – Completed.
 - e. Fire Hydrants – Completed.
 - f. All-weather Street Surface – Completed.
 - g. Curb, Gutter and Sidewalk – Completed.
 - h. Street Signage – Completed.
 - i. Dedication of Water Rights – Completed.
2. Items to be secured by financial guarantee:
 - a. Landscaping – signed contract provided with Franz Witte Landscape Contracting for \$66,730.
 - b. Hubbard Road bridge extension – Financial guarantee to be processed by and submitted to ACHD before ACHD signs the plat.
3. Financial Instrument Amount
 - a. Landscaping - \$66,730.00 X 1.20 = \$80,076.00

The face amount of the security totals **\$80,076.00**

4. Form of Financial Guarantee

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

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

RECOMMENDATION

Attached is a resolution for consideration approving the amount and form of the financial guarantee for Timbermist Subdivision No. 3.

RESOLUTION NO. R92-2016

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING A BOND FOR COMPLETION OF CONSTRUCTION BY COLEMAN HOMES INC. FOR THE TIMBERMIST NO. 3 SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AS REQUIRED FOR PHASE NO. 3 PURSUANT TO THE TERMS OF THIS RESOLUTION.

Whereas Timbermist Subdivision No. 3 exists as part of an approved preliminary plat; and

Whereas construction plans for Timbermist Subdivision No. 3 were approved by the Kuna City Engineer June 11, 2016; and

Whereas construction was commenced but not completed for certain items, per the approved plans; and

Whereas the landscaping has not been completed for Timbermist Subdivision No. 3 according to the approved landscape plans and developer seeks to bond for the unfinished work; and

Whereas the landscaping has been estimated at sixty-six thousand, seven hundred thirty dollars (\$66,730.00) and adding 20% for a total of eighty thousand and seventy six dollars (\$80,076.00); and

Whereas developer desires to record the final plat for Timbermist Subdivision No. 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Timbermist Subdivision No. 3 under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least eighty thousand and seventy-six dollars (\$80,076.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CONSTRUCTION AGREEMENT – Timbermist No. 3 Landscape

This Construction Agreement (this "Agreement") is made by and between:

The "Owner" Coleman Homes, LLC.
 Address: 3103 W Sheryl Drive Suite 100
 Meridian, ID 83642
 Project Contact Person: Don Reynolds
 Telephone: 208-424-0020
 Facsimile: 208-424-0030
 Mobile: 208-965-5225
 Email: dreynolds@mycolemanhome.com

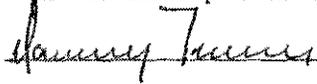
And the "Contractor" Franz Witte Landscape Contracting, Inc.
 Address: 9770 W. State Street
 Boise, ID 83714

Taxpayer ID # -----
 ICL No. 7494 Idaho Public Works License #11894-AAA-4
 Project Contact Person: Danny Turner
 Telephone: 208-853-0808
 Facsimile: 208-853-4503
 Mobile: 208-602-5992
 Email: danny.t@franzwitte.com

for the following "Project" Timbermist No. 3 in accordance with the Contractor's proposal attached hereto as Exhibit A (the "Contractor's Proposal"), except to the extent such proposal is inconsistent with this Agreement.
 The "Contract Price" is: As full compensation for Contractor's performance of this Agreement, Owner agrees to pay Contractor fixed price of 66,730 Dollars and 00/100 (\$66,730.00), subject to additions or deductions in accordance with this Agreement (the "Contract Price").
 The "Completion Date" is: Contractor shall commence the Work on or before 11-15-2016 and shall complete the entire Work no later than ~~4-1-2017~~ (the "Completion Date"). 6-1-2017 41

The labor, materials, equipment, services and compensation described above shall be performed and paid in accordance with the attached Standard Terms and Conditions and any exhibits attached hereto. References to this "Agreement" shall mean this agreement page and the Standard Terms and Conditions.

Owner:
 Coleman Homes, LLC


Contractor:
 Franz Witte Landscape Contracting, Inc.


By: Nate Fuller
 Its: Purchasing Manager
 Date: 8-26-16

By: Danny Turner
 Its: Owner
 Date: 8-29-16

If Contractor receives a copy this Agreement for signature and thereafter commences work on the Project prior to signing and returning this Agreement to Owner, Contractor shall be deemed to have accepted this Agreement in its entirety.

STANDARD TERMS AND CONDITIONS

1. **Review of Project Requirements.** Contractor represents and warrants to Owner that it has visited the Project site, made a careful analysis and comparison of the Work and the Project requirements, and is aware of the environmental sensitivity of the Project site and the constraints related to access, staging, material storage, climate and the activities of other contractors. If any of the Project requirements are contradictory, the requirements that place the highest or most stringent duty or obligation upon Contractor shall govern.

2. **Construction Schedule.** The Contractor shall commence the Work (or portion thereof) upon written notice to proceed from Owner and shall complete the entire Work (or portion thereof) no later than Completion Date. The Contractor acknowledges and agrees that time is of the essence and that the Owner will suffer significant hardship and expense if the Work (or portion thereof) is not completed by the Completion Date and shall use its best efforts to ensure the entire Work is completed prior to the above date and agrees to pay to the Owner, as liquidated damages and not a penalty, the sum of \$250.00 per day for each calendar day after the Completion Date until all the work is complete. Contractor shall prepare and continuously update a schedule for the construction of the Project as necessary to achieve a timely Project completion. If the Contractor is delayed on the critical path due to circumstances beyond its control, such as strikes, casualty or general unavailability of materials, shipping delays or receiving the wrong materials (through no fault of the Contractor), the Contractor shall, as its sole remedy, be entitled to an extension of time equal to the delay incurred. Contractor shall give Owner written notice of any claim for an extension of time within three (3) days of Contractor's knowledge of facts giving rise to the event for which the claim is made; otherwise, such claims shall be deemed waived.

3. Payments.

3.1 **Payment.** Invoices received by the 15th of the month will be mailed paid by the 15th of the following month. All invoices must set out (i) description of services provided, (ii) date services are provided, and (iii) amount charged for services rendered. Invoices not containing items (i) through (iii) will be returned to Contractor with request to provide necessary information, and processed for payment only when detail is provided. Owner shall have the right to retain 5% of each progress payment until the Project is fully complete.

3.2 **Withholding of Payments.** Owner may reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may be reasonably necessary to protect Owner from loss or damage based upon (i) Contractor's failure to perform or correct the Work as required by this Agreement, (ii) Contractor's failure to provide acceptable and current certificates of insurance coverage as required by this Agreement, (iii) loss or damage caused by Contractor to Owner, Owner or others to whom Owner may be liable, including reasonable costs for clean-up, repair, layout or punchlist work performed by Owner or others, or (iv) Contractor's failure to provide acceptable evidence of payment for labor, materials, equipment or supplies furnished in connection with the Work, or Contractor's failure to promptly remove any lien filed against the Project site related to the Work.

3.3 **Final Payment.** Final payment of the entire Contract Price shall be made only upon Owner's (i) final completion and acceptance of all Work by Owner, Owner's engineers and the appropriate governmental authorities, (ii) receipt of all warranty documents (including manufacturer warranties), manuals, lien releases, and any other documentation reasonably requested by Owner, and (iii) receipt of satisfactory evidence that Contractor has paid all workers, subcontractors and suppliers for work performed and materials supplied for the Project. Contractor's acceptance of final payment shall constitute a waiver of all claims by Contractor relating to the Work.

4. Changes; Substitutions.

4.1 **Changes.** Owner may add to or deduct from Contractor Work by written order ("Change Order"). The order shall set forth the changes involved, and the fair value and time impact thereof, as mutually agreed by Owner and Contractor. In absence of mutual agreement as to the fair value and time impact of the Change Order, Owner and Contractor shall immediately attempt to resolve the dispute through direct discussions. Pending the resolution of the dispute, Contractor shall perform the Work in accordance with the Change Order and Owner shall pay Contractor any amounts not subject to dispute. Owner shall not be responsible for, or obligated to pay for, any changes or substitutions that have not been authorized in advance by a Change Order executed by Owner. Contractor shall treat any verbal authorization or direction for a change by Owner to be a directive to promptly prepare, for Owner's approval, a written Change Order consistent with the verbal authorization or direction.

4.2 Requests for Change Order Proposals. Within three (3) days of Owner's request, Contractor shall provide, without cost, a Change Order proposal for any changes in the Work requested by Owner. Such Change Order proposal shall be calculated on the basis of reasonable expenditures and savings of those performing the changed work.

4.3 Substitutions. The Contractor may substitute estimated or specified materials only with the Owner's consent. By making a request for substitution, the Contractor represents to Owner (unless expressly and conspicuously noted otherwise in the request) that the substitute material is equal to the original material in price, quality, functionality, suitability for the Project and durability in every respect.

5. Supervision. Contractor shall provide a competent level of supervision and coordination of all Work, including, but not limited to, construction means, methods, techniques, sequences and procedures. Contractor shall verify all dimensions on drawings provided by Owner or others, and field measures as required to ensure the proper fit and installation of the Work. Contractor shall enforce strict discipline and good order among all persons performing the Work. Contractor's on-site supervisor shall have the full authority to act for and bind Contractor. All communications through, and commitments of, Contractor's on-site supervisor shall be fully binding on Contractor.

6. Cooperation. Contractor understands that Owner may perform work on the Project with its own forces or other contractors. Contractor shall cooperate fully with Owner and the other contractors so as not to interfere with the performance of work by any of them. Contractor acknowledges that Owner shall not be liable for any damages, losses or expenses resulting from any act, omission, delay, failure or default of another Contractor or supplier in connection with the Project. If Contractor suffers any such damage, loss or expense from another Contractor or supplier, Contractor shall seek recovery of such damages, loss or expense from the responsible party directly without making Contractor a party to any action. Contractor agrees that any project supplier or Contractor shall have a direct right of action against Contractor for damages, loss or expense resulting from Contractor's acts or omissions (whether or not negligent), defaults, delays in performance or deficiencies.

7. Compliance with Laws. Contractor shall execute the Work in strict compliance with all applicable laws, including environmental laws, building codes, ordinances, rules, regulations, permits and orders of any public authority having jurisdiction over the Project (the "legal requirements"). Contractor acknowledges that Owner can be fined for Contractor's violations of applicable legal requirements. Contractor shall reimburse Owner for any loss, cost or expense attributable to any acts or omissions by Contractor, its employees or agents resulting from the failure to comply with any applicable legal requirements, including, but not limited to, OSHA fines.

8. Engineering, Site, Environmental and Safety Requirements. In the performance of the Work, Contractor shall comply, and shall ensure all of its employees and subcontractors comply, with the engineering, site, environmental, health and safety requirements applicable to the Work (the "Site Requirements"). Prior to the commencement of construction, Contractor shall assemble and distribute the Site Requirements to all subcontractors performing Work on the Project site. Contractor shall strictly enforce the Site Requirements during the construction of the Project.

10. Permits, Fees, Tests and Inspections. Contractor shall, at its own expense, obtain all necessary permits and licenses, and pay all fees that are included in the Contractor's Proposal. Contractor shall schedule and give proper written notice of all required tests, inspections and approvals of the Work at such times so as not to delay the progress of the Project. Contractor shall promptly provide Owner with all certificates of testing or inspection, and all approval or deficiency notices.

11. Suppliers and Subcontractors. Prior to starting work, Contractor shall submit to Owner a list of all suppliers and subcontractors who will perform Work on the Project.

12. Staging; Storage of Materials; Clean-up. Contractor shall confine operations at the Project site to areas permitted by law and the Owner's Site Requirements. Contractor shall store materials and conduct activities in only those areas directed by Owner. Contractor shall be solely responsible for securing its materials and equipment from damage and theft. Contractor shall at all times during its performance of the Work keep the Project site reasonably clean and free from debris resulting from the Work. Upon completion of the Project, the Contractor shall remove all construction debris and equipment and leave the premises in a neat and clean condition.

13. Warranty. The Contractor warrants to the Owner that, to the extent consistent with the standards of care and diligence normally practiced by prudent construction contractors in performing Work of a similar nature, every part of the Work shall be executed in a good worker-like manner and, where applicable, in compliance with the manufacturer's recommendations and specifications. All materials used and equipment furnished shall be new and of good quality, except as otherwise expressly agreed by the Owner. The Contractor further warrants, for a period of one (1) year, that the Work will be free from material defects not intrinsic to the design or materials.

14. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and its consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person. In claims against any person or entity indemnified under this Section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. Insurance. Prior to the start of Work, the Contractor shall, at its sole expense with insurance companies lawfully authorized to do business in Idaho, procure and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance. The Commercial General Liability policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Commercial General Liability shall also name the Owner as an additional insured for liability arising out of the Contractor's Work. The policies above shall be written with limits of liability not less than the following:

Employer's Liability	As required by law (not less than \$300,000)
Business Auto Liability	\$ 1,000,000.00 Each Accident
Commercial General Liability	\$ 1,000,000.00 Each Occurrence
	\$ 2,000,000.00 General Aggregate

If the Contractor fails to obtain or maintain any insurance coverage required above, the Owner may purchase such coverage and charge the expense thereof to the Contractor, or terminate this Contract. The policies of insurance required under this Section shall contain a provision that the coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. Prior to commencement of the Work, Contractor and Owner will furnish each other with reasonably acceptable certificate or certificates of insurance. To the extent of the limits of Contractor's Commercial General Liability Insurance, Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligence attributed to acts or omissions by the Contractor, subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

16. Property Insurance. Unless otherwise provided, prior to the start of Work, the Contractor shall, at its sole expense with insurance companies lawfully authorized to do business in Idaho, procure and maintain in force property insurance on an "all-risk" policy form, including builder's risk, in the amount not less than the total value for the entire Project on a replacement cost basis. Such property insurance shall be maintained, unless otherwise agreed by the Owner, until final payment has been made. The Contractor shall provide the Owner a copy of all policies obtained in compliance with this Section. Owner and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors for damages caused by risks covered by the property insurance in Section, except such rights as they may have to the proceeds of such insurance.

17. Default; Termination for Cause.

17.1 Should the Contractor fail at any time to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail to promptly correct defective work or fail in the performance of any of the agreements herein contained, the Owner may, at his option, provide such labor, materials, and equipment and deduct the cost thereof, from any money then due or to become due to the Contractor under this Agreement.

17.2 If the Contractor at any time shall cause by any action or omission the stoppage or interference with the work of the Owner or other subcontractors, or fail in the performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Owner may, at his sole option, at any time after serving written notice as such default with direction to cure in specific period, but not less than two (2) working days, and the Contractor's failure to cure the default, terminate the Contractor's employment by delivering written notice of termination to the Contractor. Thereafter, the Owner may take possession of the Work, at the site, and through itself or others provide labor, equipment and materials to

prosecute Contractor's work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor under this Agreement.

17.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to any further payments under this agreement until Contractor's work has been completed and accepted by the Owner.

18. Termination for Convenience. The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (i) cease operations as directed by the Owner in the notice, (ii) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed and reasonable, direct costs incurred by the Contractor pursuant to this Section. The Contractor shall not be entitled to overhead and profit on the Work not executed, lost business opportunities and unabsorbed overhead expenses.

19. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this agreement to enforce the terms and conditions of this agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.

20. General. This Agreement constitutes the entire agreement between the parties. No modification shall be binding on the parties unless it shall be in writing and signed by both parties. Contractor shall not assign this Agreement (or any part hereof) without the prior written consent of Owner. Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. Neither party's right to require performance of the other party's obligations under this agreement shall be affected by any previous waiver, forbearance, or course of dealing. Neither party shall hold the other responsible for a default, delay, or failure to perform by acts of God, strikes, lockouts, civic unrest, accidents or other events beyond the other party's control. This agreement shall be governed by the laws of the State of Idaho as an agreement between residents of the State of Idaho and to be performed within the State of Idaho. This Agreement, and each and every provision thereof, is for the exclusive benefit of the Owner and Contractor and not for the benefit of any third party nor any third party beneficiary thereof, except to the extent expressly provided in this Agreement.

EXHIBIT A
BID PROPOSAL
(see attached)

CONSTRUCTION AGREEMENT

Contractor Initials *AT*



**FRANZ
WITTE**

EST. 1971

- * Landscape
- * Maintenance
- * Nursery

Boise:
9778 W. State Street
Boise, Idaho 83714
Phone (208) 853-0808
Fax (208) 853-4503

McCall:
530 Highway 55 South
McCall, Idaho 83638
Phone: (208) 634-1001
Fax: (208) 634-5013

www.franzwitte.com

Idaho Contractor
#7494

Idaho Public Works
#11894-AAA-4

OR Landscape License
#8700

Proposal

DATE: August 19, 2016

TO: Nate Fuller
Coleman Homes
3103 West Sheryl Drive, Ste. 100
Meridian, Idaho 83642

PROJECT: Timber Mist #3

Provide labor, materials, & equipment to complete the following items of work, per plans, specs & highlighted drawings:

Landscape & Irrigation System @ Timber Mist #3

- Irrigation System
 - P.I. Services Provided by Others
- Plant Material
- Finish Grade (topsoil to be placed at +/- .10")
- Bluegrass Sod
- Bark Mulch
- 1 year Landscape Warranty
- Taxes, Insurance, Closeout Documents

Total \$66,730.00

Not Included:

Topsoil placement & rough grade
Vinyl, Metal or Wood Fencing
Boring, cutting or patching asphalt or concrete
Retaining walls; extruded concrete mow strips
Construction in frozen conditions or conditions detrimental to quality
Overtime or accelerated schedule

This estimate is valid for 30 days.

Submitted By:
Franz Witte Landscape Contracting, Inc.

Andrew M. Gates

Andrew M. Gates
FWLC Project Manager/Estimator



**FRANZ
WITTE**

EST. 1971

- Landscape
- Maintenance
- Nursery

Boise:
9770 W. State Street
Boise, Idaho 83714
Phone (208) 853-0808
Fax (208) 853-4503

McCall:
530 Highway 55 South
McCall, Idaho 83638
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Idaho Contractor
#7494

Idaho Public Works
#11894-AAA-4

OR Landscape License
#8700

Progress Payments and Billings

Franz Witte Landscape Contracting, Inc. (FWLC, Inc.) will submit progress billings on the 25th of each month, projected through the end of the month, including completed work and materials stored on site. Payment will be due by the 10th of the following month. Interest shall accrue at a rate of 1.5% per month on all payments not received within 15 days of the due date.

Upon payment of invoice, FWLC, Inc. waives all lien rights and will provide Owner with a written lien release upon request.

Insurance

FWLC, Inc. will carry insurance during the term of his Agreement in the following amounts:

Commercial General Liability:

General Aggregate:	\$2,000,000
Bodily Injury & Property Damage:	\$1,000,000 per occurrence
Personal & Advertising Injury:	\$1,000,000 per occurrence

Auto Liability:

Combined Single Limit: \$1,000,000 per accident or occurrence

Umbrella Policy:

\$2,000,000 per occurrence

Workers Compensation:

Statutory Limits

Employers Liability:

\$500,000 each accident per employee

Warranty

Warranty of all work, equipment and materials shall be for one year from date of installation. FWLC, Inc. is not responsible for losses beyond our control such as neglect, lack of maintenance, vandalism, and/or acts of God. Warranty is void if invoice payment(s) are not received by FWLC as outlined in contract.

This estimate and terms, if accepted, will become a part of any contract arising from acceptance of same.

Sales Tax

All charges will include sales tax if applicable



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

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Timbermist Subdivision No. 4
Letter of Credit Review

DATE: November 30, 2016

The developer of Timbermist Subdivision No. 4, which started construction earlier this summer, was unable to complete landscaping work before irrigation water was shut off. The developers have accordingly requested permission to provide a financial guarantee for the unfinished work – which is allowed in City Code providing certain conditions are met – so that the plat can be recorded. Following is a review of the status of compliance conditions:

1. Completion of items which are not permitted to be secured by financial guarantee:
 - a. Water Facilities – Completed.
 - b. Sewer Facilities – Completed.
 - c. Irrigation Facilities – Completed.
 - d. Annexation into NYID requested – Completed.
 - e. Fire Hydrants – Completed.
 - f. All-weather Street Surface – Completed.
 - g. Curb, Gutter and Sidewalk – Completed.
 - h. Street Signage – Completed.
 - i. Dedication of Water Rights – Completed.
2. Items to be secured by financial guarantee:
 - a. Landscaping – signed contract provided with Franz Witte Landscape Contracting for \$97,425.
3. Financial Instrument Amount
 - a. Landscaping - \$97,425.00 X 1.20 = \$116,910.00

The face amount of the security totals **\$116,910.00**

4. Form of Financial Guarantee

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

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

RECOMMENDATION

Attached is a resolution for consideration approving the amount and form of the financial guarantee for Timbermist Subdivision No. 4.

RESOLUTION NO. R93-2016

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING A BOND FOR COMPLETION OF CONSTRUCTION BY COLEMAN HOMES INC. FOR THE TIMBERMIST NO. 4 SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AS REQUIRED FOR PHASE NO. 4 PURSUANT TO THE TERMS OF THIS RESOLUTION.

Whereas Timbermist Subdivision No. 4 exists as part of an approved preliminary plat; and

Whereas construction plans for Timbermist Subdivision No. 4 were approved by the Kuna City Engineer July 5, 2016; and

Whereas construction was commenced but not completed for certain items, per the approved plans; and

Whereas the landscaping has not been completed for Timbermist Subdivision No. 4 according to the approved landscape plans and developer seeks to bond for the unfinished work; and

Whereas the landscaping has been estimated at ninety-seven thousand four hundred twenty-five dollars (\$97,425.00) and adding 20% for a total of one hundred sixteen thousand nine hundred ten dollars (\$116,910.00); and

Whereas developer desires to record the final plat for Timbermist Subdivision No. 4 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Timbermist Subdivision No. 4 under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least one hundred sixteen thousand nine hundred ten dollars (\$116,910.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CONSTRUCTION AGREEMENT – Timbermist No. 4 Landscape

This Construction Agreement (this "Agreement") is made by and between:

The "Owner" Coleman Homes, LLC
 Address: 3103 W Sheryl Drive Suite 100
 Meridian, ID 83642
 Project Contact Person: Don Reynolds
 Telephone: 208-424-0020
 Facsimile: 208-424-0030
 Mobile: 208-965-5225
 Email: dreynolds@mycolemanhome.com

And the "Contractor" Franz Witte Landscape Contracting, Inc.
 Address: 9770 W. State Street
 Boise, ID 83714

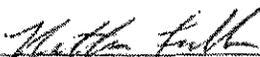
Taxpayer ID # -----
 ICL No. 7494 Idaho Public Works License #11894-AAA-4
 Project Contact Person: Danny Turner
 Telephone: 208-853-0808
 Facsimile: 208-853-4503
 Mobile: 208-602-5992
 Email: danny.t@franzwitte.com

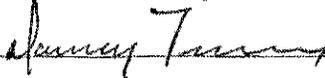
for the following "Project" Timbermist No. 4 in accordance with the Contractor's proposal attached hereto as Exhibit A (the "Contractor's Proposal"), except to the extent such proposal is inconsistent with this Agreement.

The "Contract Price" is: As full compensation for Contractor's performance of this Agreement, Owner agrees to pay Contractor fixed price of 97,425 Dollars and 00/100 (\$97,425.00), subject to additions or deductions in accordance with this Agreement (the "Contract Price").

The "Completion Date" is: Contractor shall commence the Work on or before 11-15-2016 and shall complete the entire Work no later than ~~4-1-2017~~ 6-1-2017 (the "Completion Date").

The labor, materials, equipment, services and compensation described above shall be performed and paid in accordance with the attached Standard Terms and Conditions and any exhibits attached hereto. References to this "Agreement" shall mean this agreement page and the Standard Terms and Conditions.

Owner:
 Coleman Homes, LLC


Contractor:
 Franz Witte Landscape Contracting, Inc.


By: Nate Fuller
 Its: Purchasing Manager
 Date: 8-26-16

By: Danny Turner
 Its: Owner
 Date: 8-29-16

If Contractor receives a copy this Agreement for signature and thereafter commences work on the Project prior to signing and returning this Agreement to Owner, Contractor shall be deemed to have accepted this Agreement in its entirety.

STANDARD TERMS AND CONDITIONS

1. Review of Project Requirements. Contractor represents and warrants to Owner that it has visited the Project site, made a careful analysis and comparison of the Work and the Project requirements, and is aware of the environmental sensitivity of the Project site and the constraints related to access, staging, material storage, climate and the activities of other contractors. If any of the Project requirements are contradictory, the requirements that place the highest or most stringent duty or obligation upon Contractor shall govern.

2. Construction Schedule. The Contractor shall commence the Work (or portion thereof) upon written notice to proceed from Owner and shall complete the entire Work (or portion thereof) no later than Completion Date. The Contractor acknowledges and agrees that time is of the essence and that the Owner will suffer significant hardship and expense if the Work (or portion thereof) is not completed by the Completion Date and shall use its best efforts to ensure the entire Work is completed prior to the above date and agrees to pay to the Owner, as liquidated damages and not a penalty, the sum of \$250.00 per day for each calendar day after the Completion Date until all the work is complete. Contractor shall prepare and continuously update a schedule for the construction of the Project as necessary to achieve a timely Project completion. If the Contractor is delayed on the critical path due to circumstances beyond its control, such as strikes, casualty or general unavailability of materials, shipping delays or receiving the wrong materials (through no fault of the Contractor), the Contractor shall, as its sole remedy, be entitled to an extension of time equal to the delay incurred. Contractor shall give Owner written notice of any claim for an extension of time within three (3) days of Contractor's knowledge of facts giving rise to the event for which the claim is made; otherwise, such claims shall be deemed waived.

3. Payments.

3.1 Payment. Invoices received by the 15th of the month will be mailed paid by the 15th of the following month. All invoices must set out (i) description of services provided, (ii) date services are provided, and (iii) amount charged for services rendered. Invoices not containing items (i) through (iii) will be returned to Contractor with request to provide necessary information, and processed for payment only when detail is provided. Owner shall have the right to retain 5% of each progress payment until the Project is fully complete.

3.2 Withholding of Payments. Owner may reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may be reasonably necessary to protect Owner from loss or damage based upon (i) Contractor's failure to perform or correct the Work as required by this Agreement, (ii) Contractor's failure to provide acceptable and current certificates of insurance coverage as required by this Agreement, (iii) loss or damage caused by Contractor to Owner, Owner or others to whom Owner may be liable, including reasonable costs for clean-up, repair, layout or punchlist work performed by Owner or others, or (iv) Contractor's failure to provide acceptable evidence of payment for labor, materials, equipment or supplies furnished in connection with the Work, or Contractor's failure to promptly remove any lien filed against the Project site related to the Work.

3.3 Final Payment. Final payment of the entire Contract Price shall be made only upon Owner's (i) final completion and acceptance of all Work by Owner, Owner's engineers and the appropriate governmental authorities, (ii) receipt of all warranty documents (including manufacturer warranties), manuals, lien releases, and any other documentation reasonably requested by Owner, and (iii) receipt of satisfactory evidence that Contractor has paid all workers, subcontractors and suppliers for work performed and materials supplied for the Project. Contractor's acceptance of final payment shall constitute a waiver of all claims by Contractor relating to the Work.

4. Changes; Substitutions.

4.1 Changes. Owner may add to or deduct from Contractor Work by written order ("Change Order"). The order shall set forth the changes involved, and the fair value and time impact thereof, as mutually agreed by Owner and Contractor. In absence of mutual agreement as to the fair value and time impact of the Change Order, Owner and Contractor shall immediately attempt to resolve the dispute through direct discussions. Pending the resolution of the dispute, Contractor shall perform the Work in accordance with the Change Order and Owner shall pay Contractor any amounts not subject to dispute. Owner shall not be responsible for, or obligated to pay for, any changes or substitutions that have not been authorized in advance by a Change Order executed by Owner. Contractor shall treat any verbal authorization or direction for a change by Owner to be a directive to promptly prepare, for Owner's approval, a written Change Order consistent with the verbal authorization or direction.

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11. Suppliers and Subcontractors. Prior to starting work, Contractor shall submit to Owner a list of all suppliers and subcontractors who will perform Work on the Project.

12. Staging; Storage of Materials; Clean-up. Contractor shall confine operations at the Project site to areas permitted by law and the Owner's Site Requirements. Contractor shall store materials and conduct activities in only those areas directed by Owner. Contractor shall be solely responsible for securing its materials and equipment from damage and theft. Contractor shall at all times during its performance of the Work keep the Project site reasonably clean and free from debris resulting from the Work. Upon completion of the Project, the Contractor shall remove all construction debris and equipment and leave the premises in a neat and clean condition.

13. Warranty. The Contractor warrants to the Owner that, to the extent consistent with the standards of care and diligence normally practiced by prudent construction contractors in performing Work of a similar nature, every part of the Work shall be executed in a good worker-like manner and, where applicable, in compliance with the manufacturer's recommendations and specifications. All materials used and equipment furnished shall be new and of good quality, except as otherwise expressly agreed by the Owner. The Contractor further warrants, for a period of one (1) year, that the Work will be free from material defects not intrinsic to the design or materials.

14. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and its consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person. In claims against any person or entity indemnified under this Section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. Insurance. Prior to the start of Work, the Contractor shall, at its sole expense with insurance companies lawfully authorized to do business in Idaho, procure and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance. The Commercial General Liability policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Commercial General Liability shall also name the Owner as an additional insured for liability arising out of the Contractor's Work. The policies above shall be written with limits of liability not less than the following:

Employer's Liability	As required by law (not less than \$300,000)
Business Auto Liability	\$ 1,000,000.00 Each Accident
Commercial General Liability	\$ 1,000,000.00 Each Occurrence
	\$ 2,000,000.00 General Aggregate

If the Contractor fails to obtain or maintain any insurance coverage required above, the Owner may purchase such coverage and charge the expense thereof to the Contractor, or terminate this Contract. The policies of insurance required under this Section shall contain a provision that the coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. Prior to commencement of the Work, Contractor and Owner will furnish each other with reasonably acceptable certificate or certificates of insurance. To the extent of the limits of Contractor's Commercial General Liability Insurance, Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligence attributed to acts or omissions by the Contractor, subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

16. Property Insurance. Unless otherwise provided, prior to the start of Work, the Contractor shall, at its sole expense with insurance companies lawfully authorized to do business in Idaho, procure and maintain in force property insurance on an "all-risk" policy form, including builder's risk, in the amount not less than the total value for the entire Project on a replacement cost basis. Such property insurance shall be maintained, unless otherwise agreed by the Owner, until final payment has been made. The Contractor shall provide the Owner a copy of all policies obtained in compliance with this Section. Owner and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors for damages caused by risks covered by the property insurance in Section, except such rights as they may have to the proceeds of such insurance.

17. Default; Termination for Cause.

17.1 Should the Contractor fail at any time to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail to promptly correct defective work or fail in the performance of any of the agreements herein contained, the Owner may, at his option, provide such labor, materials, and equipment and deduct the cost thereof, from any money then due or to become due to the Contractor under this Agreement.

17.2 If the Contractor at any time shall cause by any action or omission the stoppage or interference with the work of the Owner or other subcontractors, or fail in the performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Owner may, at his sole option, at any time after serving written notice as such default with direction to cure in specific period, but not less than two (2) working days, and the Contractor's failure to cure the default, terminate the Contractor's employment by delivering written notice of termination to the Contractor. Thereafter, the Owner may take possession of the Work, at the site, and through itself or others provide labor, equipment and materials to

prosecute Contractor's work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor under this Agreement.

17.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to any further payments under this agreement until Contractor's work has been completed and accepted by the Owner.

18. Termination for Convenience. The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (i) cease operations as directed by the Owner in the notice, (ii) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed and reasonable, direct costs incurred by the Contractor pursuant to this Section. The Contractor shall not be entitled to overhead and profit on the Work not executed, lost business opportunities and unabsorbed overhead expenses.

19. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this agreement to enforce the terms and conditions of this agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.

20. General. This Agreement constitutes the entire agreement between the parties. No modification shall be binding on the parties unless it shall be in writing and signed by both parties. Contractor shall not assign this Agreement (or any part hereof) without the prior written consent of Owner. Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. Neither party's right to require performance of the other party's obligations under this agreement shall be affected by any previous waiver, forbearance, or course of dealing. Neither party shall hold the other responsible for a default, delay, or failure to perform by acts of God, strikes, lockouts, civic unrest, accidents or other events beyond the other party's control. This agreement shall be governed by the laws of the State of Idaho as an agreement between residents of the State of Idaho and to be performed within the State of Idaho. This Agreement, and each and every provision thereof, is for the exclusive benefit of the Owner and Contractor and not for the benefit of any third party nor any third party beneficiary thereof, except to the extent expressly provided in this Agreement.

EXHIBIT A
BID PROPOSAL
(see attached)

CONSTRUCTION AGREEMENT

Contractor Initials dt



**FRANZ
WITTE**

EST. 1971

- Landscape
- Maintenance
- Nursery

Boise:
9770 W. State Street
Boise, Idaho 83714
Phone (208) 853-0808
Fax (208) 853-4503

McCall:
530 Highway 55 South
McCall, Idaho 83638
Phone: (208) 634-1001
Fax: (208) 634-5013

www.franzwitte.com

Idaho Contractor
#7494

Idaho Public Works
#11894-AAA-4

OR Landscape License
#8700

Proposal

DATE: August 19, 2016

TO: Nate Fuller
Coleman Homes
3103 West Sheryl Drive, Ste. 100
Meridian, Idaho 83642

PROJECT: Timber Mist #4

Provide labor, materials, & equipment to complete the following items of work, per plans, specs & highlighted drawings:

Landscape & Irrigation System @ Timber Mist #4

- Irrigation System
 - P.I. Services Provided by Others
- Plant Material
- Finish Grade (topsoil to be placed at +/- .10")
- Bluegrass Sod
- Bark Mulch
- 1 year Landscape Warranty
- Taxes, Insurance, Closeout Documents

Total \$97,425.00

Not Included:

Topsoil placement & rough grade
Vinyl, Metal or Wood Fencing
Boring, cutting or patching asphalt or concrete
Retaining walls; extruded concrete mow strips
Construction in frozen conditions or conditions detrimental to quality
Overtime or accelerated schedule

This estimate is valid for 30 days.

Submitted By:
Franz Witte Landscape Contracting, Inc.

Andrew M. Gates

Andrew M. Gates
FWLC Project Manager/Estimator



**FRANZ
WITTE**

EST. 1977

- Landscape
- Maintenance
- Nursery

Boise:
9770 W. State Street
Boise, Idaho 83714
Phone (208) 853-0808
Fax (208) 853-4503

McCall:
530 Highway 55 South
McCall, Idaho 83638
Phone: (208) 634-1001
Fax: (208) 634-5013

www.franzwitte.com

Idaho Contractor
#7494

Idaho Public Works
#11894-AAA-4

OR Landscape License
#8700

Progress Payments and Billings

Franz Witte Landscape Contracting, Inc. (FWLC, Inc.) will submit progress billings on the 25th of each month, projected through the end of the month, including completed work and materials stored on site. Payment will be due by the 10th of the following month. Interest shall accrue at a rate of 1.5% per month on all payments not received within 15 days of the due date.

Upon payment of invoice, FWLC, Inc. waives all lien rights and will provide Owner with a written lien release upon request.

Insurance

FWLC, Inc. will carry insurance during the term of his Agreement in the following amounts:

Commercial General Liability:	
General Aggregate:	\$2,000,000
Bodily Injury & Property Damage:	\$1,000,000 per occurrence
Personal & Advertising Injury:	\$1,000,000 per occurrence
Auto Liability:	
Combined Single Limit:	\$1,000,000 per accident or occurrence
Umbrella Policy:	\$2,000,000 per occurrence
Workers Compensation:	Statutory Limits
Employers Liability:	\$500,000 each accident per employee

Warranty

Warranty of all work, equipment and materials shall be for one year from date of installation. FWLC, Inc. is not responsible for losses beyond our control such as neglect, lack of maintenance, vandalism, and/or acts of God. Warranty is void if Invoice payment(s) are not received by FWLC as outlined in contract.

This estimate and terms, if accepted, will become a part of any contract arising from acceptance of same.

Sales Tax

All charges will include sales tax if applicable



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

BOB BACHMAN BOC 1,
IBC
FACILITIES
DIRECTOR
CITY OF KUNA

MEMO

Date: November 8, 2016
From: Bob Bachman, Facilities Director
To: City Council
RE: Purchase Request – Compact Excavator

This is a purchase request for Big Tex Dump trailer. An amount of \$8500.00 was approved in the 2016 budget for the purchase of a Dump Trailer. After looking at several trailers we have come to the conclusion that this one best meets our needs and is under budget. The Big Tex Trailer is \$7571.00

American Trailer- Big Tex \$7571.00

Quality Trailer - \$9300.00

Amount under budget- \$929.00

Thank you.

**RESOLUTION NO. R94-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO'S FACILITIES DIRECTOR, BOB BACHMAN TO NEGOTIATE THE PURCHASE OF A 2016 BIG TEX DUMP TRAILER FOR THE SUM OF \$7,571.00; AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT; AND AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE.

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

Section 1. The City of Kuna, Idaho's Facilities Director, Bob Bachman is authorized to negotiate the purchase of a 2016 Big Tex dump trailer, as per the Memorandum from Bob Bachman, attached hereto as Exhibit A.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Purchase 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.

Section 3. The City of Kuna, Idaho's Treasurer, John Marsh is authorized to pay the invoice in the amount of \$7,571.00, as approved in the 2016-2017 Budget for the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



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

BOB BACHMAN BOC 1,
IBC
FACILITIES
DIRECTOR
CITY OF KUNA

MEMO

Date: November 8, 2016
From: Bob Bachman, Facilities Director
To: City Council
RE: Purchase Request – Compact Excavator

This is a purchase request for a Compact Excavator. An amount of \$51,000 was approved in the 2016 budget for the purchase of a Compact Excavator. This piece of equipment will enable the department to carry out projects in a more efficient manner and will decrease amount of time spent by having it readily available. At a cost of \$48,300, we believe the John Deere 35G Compact Excavator is the best option for us.

- Volvo EC35C bid \$46,000
- John Deere 35G bid \$48,300
- Cat 303.5E2 CR bid \$50,833.23

Although the John Deere is not the most cost efficient option, we believe it will be the best in terms of longevity and reliability. Several of our peers have suggested to go with the John Deere based on their past experiences and we believe it will fit our needs best.

**RESOLUTION NO. R95-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO'S FACILITIES DIRECTOR, BOB BACHMAN TO NEGOTIATE THE PURCHASE OF A 2016 JOHN DEERE 35G COMPACT EXCAVATOR FOR THE SUM OF \$48,300.00; AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT; AND AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE.

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

Section 1. The City of Kuna, Idaho's Facilities Director, Bob Bachman is authorized to negotiate the purchase of a 2016 35G John Deere compact excavator, as per the Memorandum from Bob Bachman, attached hereto as Exhibit A.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Purchase 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.

Section 3. The City of Kuna, Idaho's Treasurer, John Marsh is authorized to pay the invoice in the amount of \$48,300.00, as approved in the 2016-2017 Budget for the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R96-2016

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF ONE AND ONE HALF PERCENT (1.5%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE 2016-2017 STEP AND GRADE CHART FOR ALL FULL-TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the cost of living increase of one and one half percent (1.5%) for the city employees is approved.

BE IT FURTHER RESOLVED that the 2016-2017 Step and Grade Chart for the non-director employees is hereby adopted.

BE IT FURTHER RESOLVED that the all prior Step and Grade Charts are hereby repealed.

BE IT FURTHER RESOLVED that the cost of living increase shall be effective commencing with the first pay period after October 1, 2016.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Wage Step & Grade Chart
 Effective October 1, 2016 For FYE 2017

<u>STEPS</u> →	A	B	C	D	E	F	G	H	I	J	K	L
<u>GRADES</u> ↓												
13	\$43.28	\$44.58	\$45.92	\$47.30	\$48.72	\$50.18	\$51.68	\$53.23	\$54.83	\$56.48	\$58.17	\$59.92
12	\$37.64	\$38.77	\$39.93	\$41.13	\$42.36	\$43.63	\$44.94	\$46.29	\$47.68	\$49.11	\$50.58	\$52.10
11	\$32.73	\$33.71	\$34.72	\$35.76	\$36.84	\$37.94	\$39.08	\$40.25	\$41.46	\$42.70	\$43.99	\$45.31
10	\$28.46	\$29.31	\$30.19	\$31.10	\$32.03	\$32.99	\$33.98	\$35.00	\$36.05	\$37.13	\$38.25	\$39.40
9	\$24.75	\$25.49	\$26.26	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29	\$33.26	\$34.26
8	\$21.52	\$22.17	\$22.83	\$23.52	\$24.22	\$24.95	\$25.70	\$26.47	\$27.26	\$28.08	\$28.92	\$29.79
7	\$19.56	\$20.15	\$20.76	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06	\$24.78	\$25.53	\$26.29	\$27.08
6	\$17.79	\$18.32	\$18.87	\$19.43	\$20.02	\$20.62	\$21.24	\$21.87	\$22.53	\$23.21	\$23.90	\$24.62
5	\$16.17	\$16.65	\$17.15	\$17.67	\$18.20	\$18.74	\$19.31	\$19.89	\$20.48	\$21.10	\$21.73	\$22.38
4	\$14.70	\$15.14	\$15.59	\$16.06	\$16.54	\$17.04	\$17.55	\$18.08	\$18.62	\$19.18	\$19.75	\$20.35
3	\$13.36	\$13.76	\$14.18	\$14.60	\$15.04	\$15.49	\$15.96	\$16.43	\$16.93	\$17.43	\$17.96	\$18.50
2	\$12.15	\$12.51	\$12.89	\$13.27	\$13.67	\$14.08	\$14.50	\$14.94	\$15.39	\$15.85	\$16.33	\$16.82
1	\$11.04	\$11.37	\$11.72	\$12.07	\$12.43	\$12.80	\$13.19	\$13.58	\$13.99	\$14.41	\$14.84	\$15.29
<u>COST OF LIVING ADJUSTMENT(COLA) FACTOR</u>												
	1.50%	CPI-U DELTA FOR WESTER REGION SINCE MAY 31, 2015 (Through May, 2016 values)										
	1.50%	APPROVED COLA FYE 2017, EFFECTIVE OCTOBER 1, 2016										
	1.0150	COLA FACTOR APPLIED TO THE CHART'S KEY CORNER FOR FYE 2017 TOTAL CHART ADJUSTMENT										



City of Kuna

Findings of Fact and Conclusions of Law

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

To: Kuna City Council

Case Number(s): 16-02-S (Subdivision) and 16-02-ZC (Rezoning):
Airenel Park Subdivision

Location: East of Orchard Avenue, west of Kay Avenue, south of Avalon Street/Kuna Road.

Planner: Trevor Kesner, Planner II

Hearing Date: October 18, 2016
Council Findings: December 6, 2016

Owner/Applicant: Don Young Land Company, Inc
 PO Box 189
 Kuna, Idaho 83634

Representative: A Team Land Consultants,
 Steve Arnold
 1785 Whisper Cove Ave.
 Boise, Idaho 83709
steve@ateamboise.com

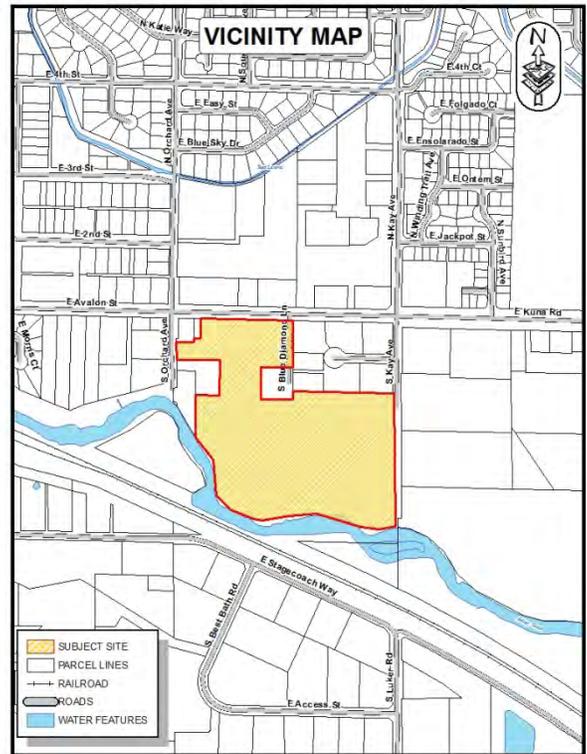


Table of Contents:

- | | |
|--------------------------|--------------------------------|
| A. Course Proceedings | G. Comprehensive Plan Analysis |
| B. Applicants Request | H. Procedural Background |
| C. Site History | I. Proposed Findings of Fact |
| D. General Project Facts | J. Conclusions of Law |
| E. Staff Analysis | K. City Code Analysis |
| F. Applicable Standards | L. Proposed Council Decision |

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states subdivisions, rezones and special use permits are designated as public hearings, with the Planning and Zoning Commission as the decision-making body for special use permit and City Council as the decision-making body for rezones and subdivisions. This land use action was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

- | | |
|---------------------------|--------------------|
| i. Neighborhood Meeting | April 20, 2016 |
| ii. Agencies | July 11, 2016 |
| iii. 300' Property Owners | September 15, 2016 |
| iv. Kuna, Melba Newspaper | September 14, 2016 |
| v. Site Posted | September 09, 2016 |

B. Applicants Request:**1. Request:**

Applicant requests approval to subdivide the 22.88 acre site and rezone approximately 8.76 acres from the existing R-4 (Medium-Low Density Residential) to a C-1 (Neighborhood Commercial) zoning designation, and zone the remaining approximately 14.04 acres from the existing R-4 (Medium-Low Density Residential) to an R-6 (Medium Density Residential) zoning designation, to create a 102 lot mixed use subdivision (Airenel Park). The site is located southeast of the intersection of South Orchard Avenue and East Avalon Street/Kuna Road and west of South Kay Avenue.



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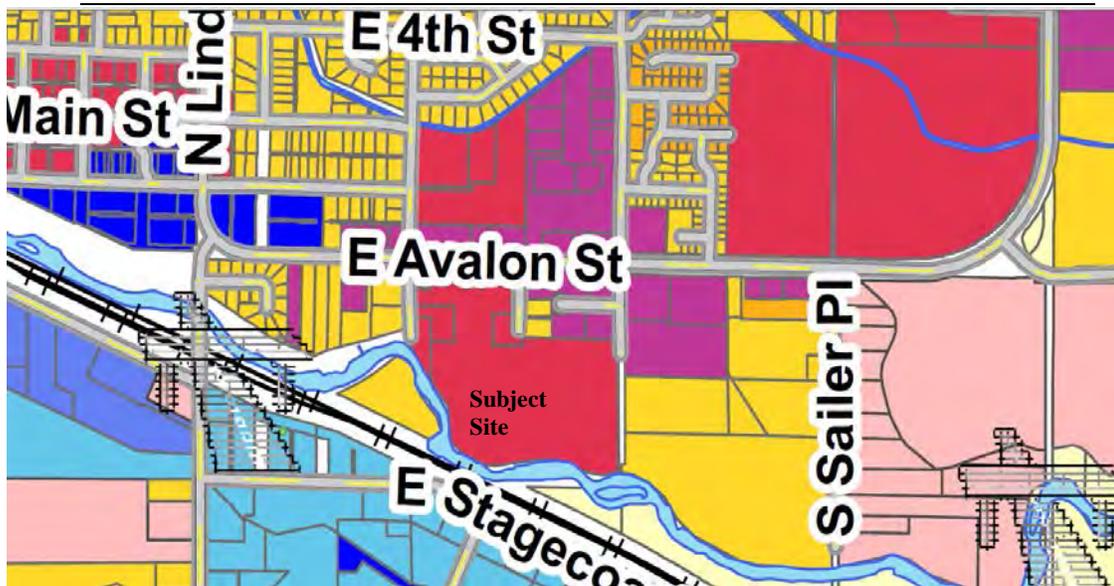
C. History: The 22.88 acre subject parcel is situated within Kuna City limits with an R-4 residential zoning designation. This property has historically been used for agricultural and light commercial purposes.

D. General Projects Facts:

- 1. Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies the subject site as 'Mixed Use City Center'. Staff generally views this land use request to be consistent with the approved Future Land Use Map within the Comprehensive Plan. There appears to be conflicting agency information regarding the current zoning designation of the subject site. A search of historical public records or City ordinances to support different zoning designations on the parcel was unsuccessful. As Kuna does not allow multiple zones on individual parcels, the City has deferred to Ada County parcel data for the current zoning designation of R-4 as provided by the Ada County Assessor's Office.

LEGEND

	MEDIUM DENSITY		NEIGHBORHOOD DISTRICT
	HIGH DENSITY		WWTF
	MIXED USE GENERAL***		CITY INTEREST
	MIXED USE CITY CENTER		MIXED USE GENERAL WITH A MINIMUM EQUIVALENCE OF 3 UNITS PER ACRE
	LIGHT INDUSTRIAL		GREEN WAY WATERWAYS
	HEAVY INDUSTRIAL		GREENBELT OVERLAY



Comprehensive Plan Map

2. Surrounding Land Uses:

North	C-2	Area Business District – City of Kuna
South	RUT/ M-1	Rural Urban Transitional – Ada County Light Manufacturing District – City of Kuna
East	R-6/ C-1	Medium Density Residential – City of Kuna Neighborhood Business District – City of Kuna
West	R-6/ R-4	Medium Density Residential – City of Kuna Medium-Low Density Residential – City of Kuna

3. Parcel Sizes, Current Zoning, Parcel Numbers:

- Approx. 22.88 total acres
- R-4 (Medium-Low Density Residential)
- Parcel # - S1303120820

4. Services:

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

5. **Existing Structures, Vegetation and Natural Features:** Currently, there is a commercial structure and outbuildings on the northern portion of the 22.88 acre parcel; the remaining land is used for agricultural purposes. None of the existing buildings are to remain as the site develops. The northern portion of the site has a natural downward slope of up to 3% southward as it levels to 0% grade midway toward Indian Creek canal. Soil composition is unknown.
6. **Transportation/Connectivity:** There are currently no existing public roadways internal on this site. The applicant proposes three access points to the development on the east side of the project from South Kay Avenue; two of which will serve as private drive aisles offering direct access to the multi-family portion of the project with a cross-access agreement. The third access from South Kay Avenue will be an improved 36 foot wide public street section within 50 feet of right-of-way (Exploration Way), which will align with the approved Journey's End development. The applicant proposes to utilize the existing site access from South Orchard Avenue on the west side of the project. The access and approach from South Orchard Avenue will be an improved roadway (Silver Rush Street) consistent with all proposed internal streets; 36 foot wide roadway pavement with curb, gutter and five foot detached sidewalks buffered by seven foot wide parkway strips throughout. Blue Diamond Way is currently a private lane being dedicated as a public street.

There are multiple pedestrian connections (using trails and pathways) throughout the subdivision blocks providing improved neighborhood connectivity options. The three proposed commercial lots will close the existing driveway access on the north side of the project along SH69/Kuna Road. Access to the commercial lots shall be internal to the development from the proposed Silver Rush Street.

7. **Environmental Issues:** Portions of the subject site lie within FEMA's current 'Zone A' flood hazard area, as it borders Indian Creek to the south. A development permit shall be obtained before construction begins within any area of special flood hazard as established in subsection 4-5-3B of Kuna City Code. The permit shall be for all structures, as set forth in the definitions section of Chapter 4, and for all development including fill and other activities, also as set forth in the definitions section of the same chapter. Other than FEMA's 1% annual chance flood hazard area, staff is not aware of any environmental issues, health or safety concerns or conflicts.
8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Boise Project Board of Control (BPBoC), Ada County Highway District (ACHD), Central District Health Department (CDHD), Idaho Department of Environmental Quality (DEQ). Community Planning Association of Southwest Idaho (COMPASS). The responding agency comments are included as exhibits with this case file.

E. Staff Analysis:

Applicant proposes 21 multifamily lots (totaling 84 dwelling units) in a C-1 commercial zone, 16 townhouse lots, 41 single family home lots, and 21 common lots within an R-6 residential zone with a total of 22.88 acres. Three of the proposed 37 commercial lots will be situated on 2.52 acres along the northern portion of the site as it fronts E. Avalon Street. The applicant proposes to rezone approximately 8.76 acres of the site from the existing R-4 to a C-1 (Business/Commercial; Neighborhood Business District) zoning designation in order to construct the proposed townhomes and multi-family residential units and create the three commercial lots for future development. Public services will be extended by the developer to serve the development including the replacement and relocation of a pressurized sanitary sewer lift station.

Applicant is proposing approximately five (5) phases of development and will be required to submit a Design Review application for the multi-family buildings and landscaped common areas. Subdivision common areas comprise over 20% of the subject site (4.86 acres). The common lots will be developed as open space, pathways, a tot-lot and community center with a swimming pool facility. A homeowners association will be established for the care and maintenance of the common lots, private driveways and

community facilities. Indian Creek is the natural southern boundary for the project; therefore, one common lot will be developed as an extension of the public multi-use pathway along the northern bank of Indian Creek canal (Greenbelt). Applicant proposes to improve said portion of the pathway and deed it to the public.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §67-6511, §67-6512, §67-6513 and the Kuna Comprehensive Plan; and forwards Case No.'s 16-02-S, 16-02-ZC and 16-02-SUP, to the City Council with the recommended conditions of approval.

F. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230, 546 and 570,
2. City of Kuna Subdivision Ordinance No. 2012-18, Title 5 Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map (adopted September 1, 2009)
4. City of Kuna Landscape Regulations, Title 5, Chapter 17, Section 1 thru 26,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Comprehensive Plan Analysis:

The Kuna City Council accepts/rejects the Comprehensive Plan components as described below:

The proposed subdivision, rezone and special use permit applications for the subject site are consistent with the following Comprehensive Plan components:

Community Vision Statement:

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family use* facilities, and other *mixed-use* developments (Page 21).

Housing:

Residents envisioned higher densities in the City's core to include opportunities for *mixed residential and light commercial* activity. They expressed interest in a mix of residential type dwellings; including *single-family, multi-family, apartments and condominiums*. They were receptive to a greater mix of lot sizes and house prices to appeal to a variety of people (Page 21).

Comment: *The proposal follows the community vision and housing goals as stated and adopted.*

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City *land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property*. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and staff shall evaluate with guidance from the City's attorney; the Idaho Attorney General's six criterion established to determine the potential for property taking.

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "taking" and the economic value of the parcel(s) remains intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1).

Comment: *The proposed development complies with these elements of the comprehensive plan by providing a varied mix of housing types which aligns with this goal.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3).

Neighborhood Core Concept:

The character of residential housing surrounding and within the core of a Neighborhood Center is that of a close-knit, mixed-density community. The Neighborhood District provides close access to community services located within the core. Higher density housing options should be located near the core service areas (schools, churches, parks, neighborhood commercial destinations). Housing types may include multi-family dwellings, duplexes, town houses, row homes, and single-family residences (Page 81).

Neighborhood District:

The Neighborhood District can be characterized as residential housing within the core of a close-knit, mixed-density community. The Neighborhood District provides close access to the community services located within the core. The highest density housing should be located near the core service areas (schools, churches, parks, neighborhood commercial). Housing types may include *multi-family* dwellings, duplexes, town houses, row homes, and single-family residences (Page 93).

Comment: *The proposal complies with the Comprehensive Land Use Plan as adopted by Kuna, by incorporating the following; a mix of different housing options in or near the neighborhood core while promoting quality development and transportation connectivity.*

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1).

Encourage mixed-use development that includes town centers, single-family, *multi-family*, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155).

Comment: *Applicant proposes a mix of residential densities comingled with commercial uses, which will contribute to the availability of varied housing types and home sizes in a logical and orderly manner.*

Existing Residential Subdivisions:

Residential placement is intended to increase social interactions at various times of the day. *Multi-family* residential uses will be located closer to the neighborhood cores and be interspersed with mixed-uses (Page 178).

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. The Neighborhood Center will be the core of the

neighborhoods churches, schools, and public facilities. The neighborhood centers will feature denser developments and multi-family residential development (Page 179).

Comment: This application promotes sound community and urban design principles.

H. Procedural Background:

The Planning and Zoning Commission conducted its Public Hearing on August 23, 2016, where it considered Case No.'s 16-02-S, 16-02-ZC and 16-02-SUP, including the application, agency comments, staff's report, application exhibits and public testimony presented or given. The Commission signed findings on September 27, 2016, where it approved 16-02-SUP and recommended approval of Case No.'s 16-02-S and 16-02-ZC to the City Council with the conditions as stated in the staff report.

I. Findings of Fact for Council:

Based on the record contained in Case No's 16-02-S and 16-02-ZC, including the exhibits, staff report and public testimony, the Kuna City Council hereby *approves/denies* 16-02-S (Subdivision) and 16-02-ZC (Rezone) for the Airenel Park Subdivision Preliminary Plat and Rezone application by A-Team Land Consultants, with the conditions of *approval/denial* as stated in the staff report, to the City Council of Kuna.

Comment: The Council's findings agree with staff's analysis that the proposal complies with Idaho Code § 67-6511(2) C, 67-6512 and 67-6513, the Kuna Comprehensive Plan as outlined in these findings and accompanying Comprehensive Plan Map.

1. The Kuna City Council accepts the facts as outlined in the staff report, the public testimony and the supporting evidence list as presented.

Comment: The Kuna City Council held a public hearing on the subject applications on October 18, 2016, to hear from City staff and the applicant to accept public testimony. The decision by the Council is based on the application, staff report and any public testimony, both oral and written.

2. Based on the evidence contained in Case No's 16-02-S, 16-02-ZC and 16-02-SUP, this proposal appears to generally comply with the Comprehensive Plan and accompanying Comprehensive Plan Map.

Comment: The Comprehensive Plan has listed numerous goals for providing multi-family and other housing options in Kuna. The Comp Plan Map designates this property as Mixed Use City Center. As this is a proposed mixed residential and commercial use, the project generally follows the goals of the Comp Plan and the Comp Plan Map.

In deciding a rezone, the Council is to consider Idaho Code §67-6511 (2) C, which requires that it analyze a proposed change to the city's zoning ordinance to ensure that the requested change is not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction then the request for re-zone may properly be denied.

In addition, and regarding the request for the subdivision of the property, Idaho Code §67-6513 states that the city may provide for mitigation of the effects of subdivision development based on the ability of the city to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.

3. The Kuna City Council has the authority to *approve or deny* the subdivision and rezone applications.

Comment: On October 18, 2016, the Kuna City Council voted to approve case No's 16-02-ZC, and 16-02-S.

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

Comment: As noted in the process and noticing section, notice requirements were met to hold a public hearing on October 18, 2016.

J. Conclusions of Law:

1. Based on the evidence contained in Case No's 16-02-S and 16-02-ZC, the Kuna City Council finds Case No's 16-02-S and 16-02-ZC comply with Kuna City Code.
2. Based on the evidence contained in Case No's 16-02-S and 16-02-ZC, the Kuna City Council finds Case No's 16-02-S and 16-02-ZC, are consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho State Code and Kuna City Ordinances.

Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: The proposed project meets the land use and area standards in Chapter 3, Title 5 of the (KCC). Staff also finds that the proposed project meets all applicable requirements of Title 6 of the KCC

2. The site is physically suitable for a subdivision development.

Comment: The approximate 22.8 acre project includes a request for a zone change from the current 'R-4' to a 'C-1' and an 'R-6' zoning designation. The City Council shall determine the extent and the nature of the rezone request in accordance with the adopted comprehensive plan per KCC 5-13-4. The site appears to be compatible with the proposal.

3. The rezone and subdivision are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: The land to be rezoned and subdivided is not used or designated as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according City requirements and best practices and therefore will not cause environmental damage or loss of habitat.

4. The rezone and subdivision applications are not likely to cause adverse public health problems.

Comment: The proposed subdivision development and land use designation requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: Staff did consider the special uses, rezone and subdivision applications along with the location of the property and adjacent uses. The current adjacent lands are small commercial and residential uses situated between two local collector roads. The development will be connected to the Kuna City central sewer and potable and pressure irrigation water systems.

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate to serve the project.*

K. Decision by the Council:

Note: This proposed motion is to approve the rezone and subdivision requests. If the Council wishes to approve or deny specific parts of these requests as detailed in this report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony given at the public hearing, the City Council of Kuna, Idaho, hereby *approves* Case No's 16-02-S subdivision and 16-02-ZC rezone for the Airenel Park subdivision development *with* the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise Project and Board of Control* shall approve any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and impact fees must be paid prior to issuance of any building permit.
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without approval and proper permits from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. The applicant shall fully improve and dedicate (deed) the common lot(s) or portions of any common lots which are considered to be the Indian Creek Pathway (Greenbelt) extension along the southern boundary of the development, to the public. The applicant shall work with the Parks Director to ensure that the greenbelt/pathway improvements conform to the standards set forth in Kuna City Code for public pathways.
6. Street lighting shall use LED lights, with spacing and wattages meeting the approval of the City; Applicant shall coordinate a street light plan for Planning and Zoning approval in concert with the prepared construction drawings for the project.
7. Parking within the site shall comply with Kuna City Code, unless specifically approved otherwise.
8. Fencing within and around the site shall comply with Kuna City Code unless specifically approved otherwise.

9. Signage within the site shall comply with Kuna City Code (A separate Design Review application and sign permit is required prior to sign construction).
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
12. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and Council, or seek amending them through public hearing processes.
13. The applicant's proposed preliminary plat, landscaping and SUP map (dated 08/04/16) shall be considered binding site plans, or as modified and approved through the public hearing process.
14. Applicant shall follow all staff, city engineer and other agency recommended requirements as applicable.
15. Developer shall comply with all local, state and federal laws.

DATED: this ____ day of _____, 2016.

Joe Stear, Kuna Mayor

ATTEST:

Chris Engels
Kuna City Clerk



City of Kuna

City Council Staff Memo

P.O. Box 13
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To: **Kuna City Council**

File Number: 16-03-ZC (Rezone)

Location: 368 N. Linder Avenue, Kuna, ID 83634

Planner: Trevor Kesner, Planner II

Hearing Date: December 6, 2016

Applicant: Michael Larson
1311 Andy Lane
Caldwell, ID 83605
Mike.larson@ymail.com



Table of Contents:

- A. Process and Noticing
- B. Applicant Request
- C. Site History
- D. General Project Facts
- E. Staff Analysis
- F. Applicable Standards
- G. Procedural Process
- H. Proposed Council Findings
- I. Comprehensive Plan Analysis
- J. Kuna City Code Analysis
- K. Proposed Conclusions of Law
- L. Recommended Conditions of Approval

A. Process and Noticing:

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

a. Notifications

- | | |
|----------------------------|-----------------------------------|
| i. Neighborhood Meeting | September 6, 2015 (Two attendees) |
| ii. Agency Comment Request | September 27, 2016 |
| iii. 300' Property Owners | November 16, 2016 |
| iv. Kuna, Melba Newspaper | November 16, 2016 |
| v. Site Posted | October 14, 2016 |

B. Applicants Request:

1. **Legal Publication:** A request from Michael Larson to rezone approximately 0.283 acres in City limits from the current R-6 residential zone to a CBD (Central Business District) commercial zoning designation. The site is located at 368 N. Linder Avenue, Kuna, Idaho (APN#: R061500530).

C. Site History:

This site has historically been used as a residential home site. The original home was constructed in approximately 1935.

D. General Projects Facts:

1. **Legal Description:** Parcel #0530, Westerly Portion of Lot 25-28, Block 3, Avalon Addition to Kuna and the Southwesterly Parcel of Record of Survey #5696, #4505-S; Ada County.

2. **Surrounding Land Use Zoning Designations:**

North	R-6	Medium Density Residential - Kuna City
South	CBD	Central Business District – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	CBD	Central Business District – Kuna City

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

- Parcel Size: 0.283 acres (approximately)
- Current Zoning: Medium Density Residential; (R-6).
- Parcel #: R0615000530

4. **Services:**

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

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

There is currently a residential structure and one accessory structure (metal ‘Quonset Hut’ style building) on site. Vegetation on site is generally associated with a residential use (yard).

6. **Transportation / Connectivity:**

The subject site is located north of West Main Street/East 3rd Street and South of West 4th Street. The site has frontage access via an existing curb-cut on North Linder Avenue and will remain the primary access for the site. Future site improvements will be reviewed and assessed by Ada County Highway District for any required improvements and/or additional impacts to the roadway system.

7. **Environmental Issues:**

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

8. **Comprehensive Plan Future Land Use Map:**

The site is identified as Medium-Density residential on Kuna’s Comp Plan Future Land Use Map. The comprehensive plan is a living document, intended for use as a guide by governmental bodies. The plan is not law that must be adhered to in the most stringent sense; it is to be used by public officials to guide their

decision-making for the City. While the Comp Plan Map (CPM) calls for a residential use on this parcel, staff believes this rezone request is in harmony with, and compatible to the adjacent commercial uses and other CBD zoning designations. The rezone to a commercial use also aligns with the vision for downtown as described in the Kuna Downtown Revitalization Plan.

Staff views this proposed land use request to be consistent with the surrounding area land uses and zoning designations. Although it does not match the approved Comp Plan Map designation, the proposed use are compatible with current surrounding uses.

9. **Agency Responses:**

The following agencies returned comments and copies are included as exhibits with this case file:

- Idaho Transportation Department (ITD) - Exhibit B-2
- City Engineer (Gordon Law, P.E.) - Exhibit B-3
- Central District Health Department (form letter) - Exhibit B-4
- Ada County Highway District (ACHD) – Exhibit B-5

E. **Staff Analysis:**

The applicant's intention is to remodel and expand the existing home into a commercial office building. In order to modify and enlarge the existing structure, the applicant seeks a Central Business District (CBD) zoning designation to apply appropriate zoning setback requirements for a commercial structure.

A rezone, if granted, would provide reduced setbacks to expand the building footprint and create additional options for businesses who desire a location in the downtown core area. This site is also adjacent to 4th Street, which will be the focus of the next downtown revitalization project.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and forwards a recommendation of approval for Case # 16-03-ZC, subject to the recommended conditions of approval listed in section 'N' of this report.

F. **Applicable Standards:**

1. Kuna City Code (KCC) Title 5 and Title 1, Chapter 14.
2. City of Kuna Comprehensive Plan and Future Land Use Map
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

G. **Procedural Process:**

On November 8, 2016, the Commission considered the project, including the submitted application items, agency comments, staff's report, application exhibits and any public testimony presented; and made findings on November 22, 2016 where it recommended approval to the Council with the conditions as stated in the staff report.

H. **Proposed Council Findings:**

1. **Rezone:** Based on the record contained in Case No. 16-03-ZC, including the exhibits, staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denies* Case No. 16-03-ZC; a rezone request from Michael Larson with the recommended conditions as stated in the staff memo.
2. The Kuna City Council accepts the facts as outlined in the staff report, the public testimony and the supporting evidence list as presented.

Comment: *The Kuna City Council will hold a public hearing on the subject application on December 6, 2016 to hear from the City staff and the applicant and to accept public testimony. The proposed decision by the Council is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 16-03-ZC, this proposal appears to generally comply with the Comprehensive Plan and Future Land Use Map.

Comment: *The Comp Plan Future Land Use Map designates the approximately 0.283 acres (subject property) as (medium-density) residential. The proposed rezone to a commercial use (CBD) conforms with adjacent commercial uses within the Central Business District.*

4. The Kuna Planning and Zoning Commission has the authority to recommend approval or denial for this application.

Comment: *On November 8, 2016, the Kuna Planning and Zoning Commission voted to recommend approval of application 16-03-ZC to the Kuna City Council.*

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

Comment: *As noted in the process and noticing section, notice requirements were met to hold a public hearing on December 6, 2016.*

I. **Comprehensive Plan Analysis:**

The Kuna City Council *accepts/rejects* the Comprehensive Plan components as described below. The proposed zone change for the site is consistent with the following Comprehensive Plan components:

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and staff shall evaluate with guidance from the City's attorney; the Idaho Attorney General's six criterion established to determine the potential for property taking.

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Improve and diversify the local economy to ensure a sustainable economic tax base. Capitalize on local and regional strengths to promote sustainable growth.

Goal 2: Expand Kuna's shopping and entertainment opportunities.

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

Goal 3: Strengthen and expand the City Center area

Comment: *The application seeks to expand future shopping/retail opportunities and expands and strengthens the city center area.*

Land Use Goals and Objectives – Section 6 – Summary:

Preserve and enhance the Kuna community quality of life.

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

Objective 2.1: Support mixed uses in the City core to provide a vibrant community center with a 24-hour population.

Comment: *This application seeks to provide additional office/retail uses and activities within the City core.*

City Center Goals and Objectives – Section 15 – Summary:

Kuna citizens expressed a strong desire to sustain and revitalize its historic downtown core and expand and strengthen it. The Plan outlines a vision for strong, sustainable and modern city center.

Goal 1: Develop a healthy and vibrant City Center that offers Kuna residents a variety of services.

Objective 3.2: Encourage business investment in the City Center

J. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed application adheres to the applicable requirements of Title 5 of the KCC.*

2. The site is physically suitable for a commercial zoning designation.

Comment: *The 0.268 acre parcel is suitable to accommodate a commercial use.*

3. The rezone to commercial uses is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be rezoned is not used as wildlife habitat. Roads, structures and open space already exist and will therefore not cause environmental damage or loss of habitat.*

4. The rezone application is not likely to cause adverse public health problems.

Comment: *The proposed commercially zoned property is connected to Kuna public sewer and water eliminating the occurrence of adverse public health problems.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *The rezone request considers the location of the property and adjacent uses. The subject property is located within downtown area. The adjacent uses are commercial and residential – as referenced in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for commercial use.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for a commercial use.*

K. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No 16-03-ZC, the City Council finds Case No. 16-03-ZC complies with Kuna City Code.
2. Based on the evidence contained in Case No. 16-03-ZC, the City Council finds Case No. 16-03-ZC is generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

L. Recommended Conditions of Approval:

Note: This proposed motion is to approve/conditionally approve/deny this request. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.

On November 8, 2016, the Planning and Zoning Commission voted to recommend *approval* for Case No 16-03-ZC to the Kuna City Council based on the facts outlined in staff's report and the public testimony during the public hearing, for Case No. 16-03-ZC, a request from Michael Larson, with the following conditions of approval to Council:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve any drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the grading and drainage plan.
 - b. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - c. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - d. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
3. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
4. Fencing within and/or around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
5. Signage within/for the site shall comply with Kuna City Code.
6. Landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
7. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions and Kuna City Code or seek amending them through the public hearing processes.
8. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
9. All local, state and federal laws shall be complied with.

DATED this 06th day of December 2016.



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

Rezone Checklist

Rezone requires public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: <i>LARSON RE-ZONE</i>	Applicant: <i>Michael Larson</i>
---	--

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✓
✓	Letter of Intent indicating reasons for proposed rezone. If reason for rezone is development, also submit a conceptual plan.	✓
✓	Vicinity map drawn to scale, showing the location of the subject property. Map shall contain the following information: Shaded area showing the rezone property, Street names and names of surrounding subdivisions.	✓
✓	Legal description of the rezone area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	✓
<i>N/A</i>	Development Agreement & Development Agreement Checklist	<i>N/A</i>
✓	Recorded warranty deed for the property.	✓
✓	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest. (All parties involved)	✓
✓	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	✓
✓	Commitment of Property Posting form signed by the applicant/agent.	✓

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



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

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

For Office Use Only	
File Number (s)	16-03-ZC
Project name	LARSON REZONE
Date Received	9-8-2016
Date Accepted/Complete	9-29-2016
Cross Reference Files	
Commission Hearing Date	10-25-2016
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Michael Larson</u>	Phone Number: <u>612-669-4285</u>
Address: <u>1511 Andy Ln</u>	E-Mail: <u>Michael.Larson@gmail.com</u>
City, State, Zip: <u>Calhoun, ID. 83605</u>	Fax #: _____
Applicant (Developer): <u>Same</u>	Phone Number: <u>612-669-4285</u>
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>368 W Linder Ave</u>	
Site Location (Cross Streets): <u>Main St</u>	
Parcel Number (s): <u>R061500530</u>	
Section, Township, Range: <u>2N 1W Sec 24</u>	
Property size: <u>0.283 Ac</u>	
Current land use: <u>RESIDENTIAL (R-6)</u>	Proposed land use: <u>Comm/retail (CBD)</u>
Current zoning district: <u>R-6</u>	Proposed zoning district: <u>CBD</u>



Project Description

Project / subdivision name: LARSON REZONE

General description of proposed project / request: REZONE to convert Residential home into Commercial

Type of use proposed (check all that apply):

Residential

Commercial CBD

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: 1 Number of building lots: 1

Number of common and/or other lots: 8

Type of dwellings proposed:

Single-Family

Townhouses

Duplexes

Multi-Family

Other Commercial Rezone

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: 0

Gross floor area square footage: 2775 Existing (if applicable): 1

Hours of operation (days & hours): 7AM - 11pm Building height:

Total number of employees: UNKNOWN Max. number of employees at one time:

Number and ages of students/children: N/A Seating capacity:

Fencing type, size & location (proposed or existing to remain):

Proposed Parking:

a. Handicapped spaces: 1 Dimensions:

b. Total Parking spaces: 7 Dimensions:

c. Width of driveway aisle:

Proposed Lighting: L.E.D. SENSOR

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

Applicant's Signature: [Signature] Date: 9-7-16

RECEIVED
9-26-16

Michael Larson
8624 Robinson Road
Kuna, Idaho. 83634

This letter is to acknowledge that I Michael Larson am the fee owner of 368 N Linder Kuna Idaho and I am moving to rezone the property from residential to Commercial/retail zoning.

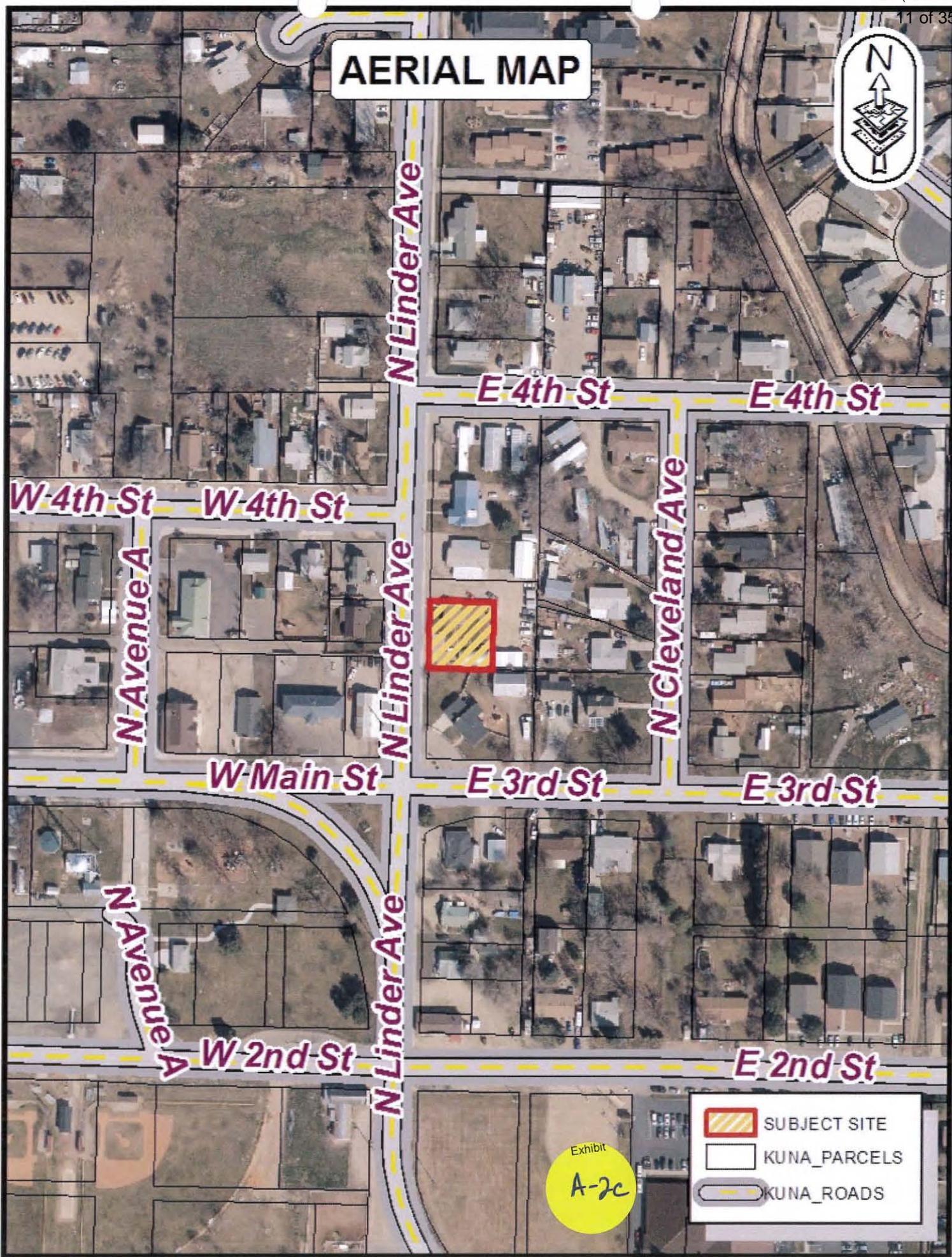


Michael Larson

09-23-2016

Exhibit
A-2b

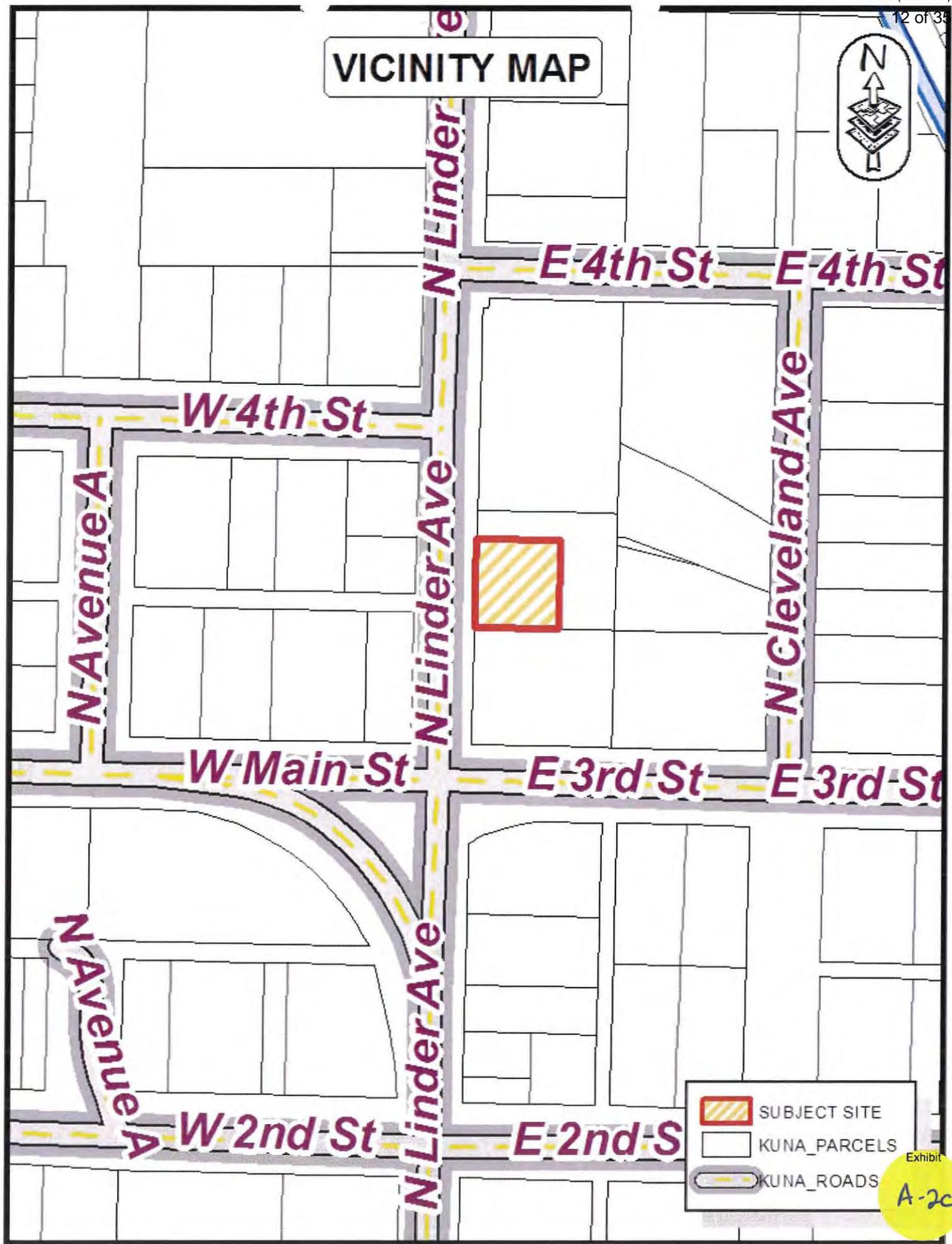
AERIAL MAP



-  SUBJECT SITE
-  KUNA_PARCELS
-  KUNA_ROADS

Exhibit
A-2c

VICINITY MAP



	SUBJECT SITE
	KUNA_PARCELS
	KUNA_ROADS

Exhibit

A-2c

Legal Description**368 N. Linder Avenue, Kuna, Idaho - Ada County Parcel #R0615000530**

The West 89.90 feet of Lots 25, 26, and 27 and the West 89.90 feet of the South 19.96 feet of Lot 28, all of Block 3 of the AVALON ADDITION to the City of Kuna, as shown in Book 5 of Plats at page 239, and situated in the Southwest quarter of the Southwest quarter of Section 24 of

Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap monument marking the intersection point of the centerline of East Third Street (originally East First Street) with the West line of said Section 24 [centerline of Linder Road (originally named Chicago Avenue)], which lies North $00^{\circ}27'58''$ East 779.98 feet

from the Southwest corner of said Section 24; thence along said west line

North $00^{\circ}27'58''$ East 259.79 feet; thence

South $89^{\circ}32'02''$ East 40.00 feet to the East right-of-way line of aforesaid Linder Road and the POINT OF BEGINNING; thence

South $89^{\circ}26'35''$ East 89.90 feet parallel to the South line of Lot 28; thence

South $00^{\circ}27'58''$ West 94.90 feet parallel to aforesaid East right-of-way line, to the South line of Lot 25; thence

North $89^{\circ}27'08''$ West 89.90 feet along said South line to the Southwest corner of said Lot 25 on the aforesaid East right-of-way line; thence

North $00^{\circ}27'58''$ East 94.91 feet along said right-of-way line to the POINT OF BEGINNING.



5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY

2016-053349
06/17/2016 03:10 PM
\$13.00

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 597327 JR/SK

WARRANTY DEED

For Value Received Dennis K. Montgomery, an unmarried person
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Michael R Larson a married man as his sole and separate property
hereinafter referred to as Grantee, whose current address is 1311 Andy Lane Caldwell, ID 83607

The following described premises, to-wit:

The West 89.90 feet of Lots 25, 26, and 27 and the West 89.90 feet of the South 19.96 feet of Lot 28,
all of Block 3 of the AVALON ADDITION to the City of Kuna, as shown in Book 5 of Plats at page
239, and situated in the Southwest quarter of the Southwest quarter of Section 24 of

Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly
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Street (originally East First Street) with the West line of said Section 24 [centerline of Linder Road
(originally named Chicago Avenue)], which lies North 00°27'58" East 779.98 feet

from the Southwest corner of said Section 24; thence along said west line

North 00°27'58" East 259.79 feet; thence

South 89°32'02" East 40.00 feet to the East right-of-way line of aforesaid Linder Road and the
POINT OF BEGINNING; thence

South 89°26'35" East 89.90 feet parallel to the South line of Lot 28; thence

South 00°27'58" West 94.90 feet parallel to aforesaid East right-of-way line, to the South line of Lot
25; thence

North 89°27'08" West 89.90 feet along said South line to the Southwest corner of said Lot 25 on the
aforecalled East right-of-way line; thence

North 00°27'58" East 94.91 feet along said right-of-way line to the POINT OF BEGINNING.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Exhibit

A-2g



5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY

2016-053350
06/17/2016 03:10 PM
\$13.00

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 597327 JR/SK

QUITCLAIM DEED

For Value Received

Marisol Larson, Spouse of Grantee

do hereby convey, release, remise and forever quit claim unto

Michael R. Larson, a married man as his sole and separate property

whose address is 1311 Andy Lane, Caldwell, Idaho 83607

the following described premises, to-wit:

The West 89.90 feet of Lots 25, 26, and 27 and the West 89.90 feet of the South 19.96 feet of Lot 28, all of Block 3 of the AVALON ADDITION to the City of Kuna, as shown in Book 5 of Plats at page 239, and situated in the Southwest quarter of the Southwest quarter of Section 24 of

Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

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South 00°27'58" West 94.90 feet parallel to aforesaid East right-of-way line, to the South line of Lot 25; thence

North 89°27'08" West 89.90 feet along said South line to the Southwest corner of said Lot 25 on the aforecalled East right-of-way line; thence

North 00°27'58" East 94.91 feet along said right-of-way line to the POINT OF BEGINNING.

together with their appurtenances.



City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
County of Ada)

I, Michael Larson, 8624 Robinson Rd
Name Address
Kuna, ID 83634
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to _____
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 7 day of Sept, 2016
[Signature]
Signature

Subscribed and sworn to before me the day and year first above written.



Dawn Stephens
Notary Public for Idaho
Residing at: Kuna, Idaho
My commission expires: 1-17-18





Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: Rezone

Date and time of neighborhood meeting: Sept 6, 2016 6:00pm to 7:00pm

Location of neighborhood meeting: Kuna Library

SITE INFORMATION:

Location: Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: _____

Subdivision Name: _____ Lot: _____ Block: _____

Site Address: 368 N Linder Tax Parcel Number(s): R061500530
Kuna, ID 83634

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Michael Larson

Address: 1311 Andy Ln City: Caldwell State: ID Zip: 83605

CONTACT PERSON (Mail recipient and person to call with questions): Same

Name: _____ Business (if applicable): _____

Address: _____ City: _____ State: _____ Zip: _____



PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type

Brief Description

Annexation

Re-zone

Subdivision (Sketch Plat and/or Prelim. Plat)

Special Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

Commercial

APPLICANT:

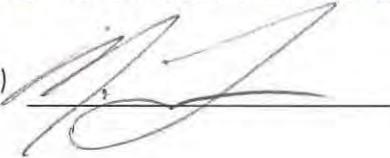
Name: Michael J Larson

Address: P.O. Box 905

City: Kuna State: IO Zip: 83634

Telephone: 612-669-4285 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code

Signature: (Applicant)  Date 9-6-16

Michael Larson
1311 Andy Lane
Caldwell, Idaho 83605

RE: 368 N. Linder Rd; Kuna, ID 83634

Date: August 18, 2016

Dear Neighbor:

I am the owner of the property shown on the map (reverse side). I would like to Rezone to CBD (Central Business District) in the City of Kuna. This property address is 368 N. Linder Rd.

As part of the re-zoning process, I am required to hold a meeting with neighbors who also own property within 300 feet of my parcel. This meeting will be held on **September 6, 2016** in the conference room at the **Kuna Library** from **6:00 pm to 7:00 pm**.

At this time, intended use will be office/retail.

Please plan on attending this meeting if you have any questions or concerns about the re-zoning you may also send your concerns or questions to via US mail (see return address).

Thank you.

Michael Larson
1311 Andy Lane
Caldwell, ID 83605

RE-ZONE
SIGN IN SHEET

PROJECT NAME: 368 N. Linder, King ID 83634

Date: 9-6-16 5:55 pm

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<u>Dave Bell</u>	<u>388 Linder</u>	<u>83634</u>	<u>859-5909</u>
2	<u>Dave Case</u>	<u>320 Linder</u>	<u>83634</u>	<u>283-5510</u>
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City of Kuna COMMITMENT TO PROPERTY POSTING

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

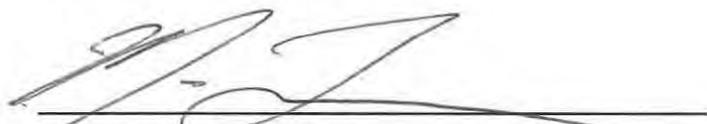
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

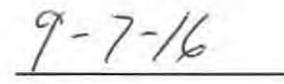
The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8



Applicant/agent signature



Date



**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

September 29, 2016

Trevor Kesner
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL**RE: 16-03-ZC 368 NORTH LINDER MICHEAL LARSON**

The Idaho Transportation Department has reviewed the referenced zoning change application for Micheal Larson at 368 North Linder, northwest of SH-69. ITD has the following comments:

1. ITD has no objection to the zoning change for this parcel.
2. The project does not abut the State highway system.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7190.

Sincerely,

A handwritten signature in blue ink that reads "Ken Couch".

Ken Couch
Development Services Coordinator
Ken.Couch@itd.idaho.gov



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

GORDON N. LAW
 CITY ENGINEER

Telephone (208) 922-5546; Fax (208) 922-5989
 Email: glaw@kunaid.gov

MEMORANDUM

TO: Trevor Kesner

FROM: Gordon N. Law
 Kuna City Engineer

RE: Michael Larsen
 368 N Linder Ave.
 Rezone
 16-03-ZC

DATE: September 27, 2016

The City Engineer has reviewed the Rezone request of the above applicant dated September 27, 2016. It is noted that the request and application do not provide a description or plan for redevelopment of the site and it is not possible to determine if the redevelopment will result in an increased demand on the sewer and water systems or a change in the point of access to the street system. It is also noted the site lies within an area served by gravity irrigation rather than pressurized irrigation. With these limitations, the City Engineer provides the following comments under the presumption that most will not be applied until the time of redevelopment:

1. Sanitary Sewer System

- a) The existing structures are already connected to the City sewer system and nothing is provided to demonstrate increased demand with approval of the rezone request beyond historical connected load. **Nevertheless, the development is subject to added connection fees for any increased connected load.**
- b) It appears the property lies within the Ten Mile Lift Station sewer shed. Specific recommendations of note are as follows:
 - 1) It is recommended this application be conditioned to require connection to the City sewer system for all sanitary sewer needs.
 - 2) For any increased connected load, it is recommended this application be conditioned to conform to the sewer master plan.
- c) For assistance in locating existing facilities and understanding issues associated with the Master Plan and connection, please contact the City Engineer at 287-1727.

2. Potable Water System

Exhibit

B-3

- a) The existing facilities are already connected to the City water system and nothing is provided to demonstrate increased demand with approval of the rezone request beyond historical connected load. **Nevertheless, the development is subject to added connection fees for any increased connected load.**
- b) Water supply capacity is available for this site upon payment of appropriate fees. Specific recommendations of note are as follows:
 - 1) It is recommended this application be conditioned to require connection to the City water system for all potable water needs.
 - 2) For any increased connected load, it is recommended this application be conditioned to conform to the water master plan.
- c) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- d) For assistance in locating existing facilities and understanding issues associated with connection, please contact the City Engineer at city hall.
- e) Please verify there is adequate separation between potable water service lines and all non-potable water lines (storm drains, sewer services, etc.).

3. Pressure Irrigation

- a) The applicant is served by gravity irrigation and provides no indication of any intent to alter its use of the existing irrigation system.
- b) It is recommended the applicant is required to not use public potable water for irrigation purposes.
- c) It is recommended, if the area converts from gravity to pressure irrigation at some point in the future, this applicant be required to annex into KMID and connect to the new facilities.

4. Grading, Gravity Irrigation, Storm Drainage

- a) Runoff from public right-of-way is regulated by ACHD. Plans are required to conform to ACHD standards.
- b) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions or disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any on-site private disposal system.
- c) The city is now requiring with every new development, a documentation map that illustrates the surface and sub-surface water irrigation supply as well as drainage ways that exist in and around the proposed development to be submitted with construction plans. The map must include 2-foot contours, a layout and essential features of existing irrigation ditches, drainage ditches and pipelines within and adjacent to the proposed development. Open and piped facilities should be noted. The map should include any proposed changes to the systems.

5. General

At the time of, or prior to redevelopment:

- a) Plan approvals and license agreements from any affected irrigation District will be required.
- b) The City reserves the right of prior approval to all agreements involving the applicant (or its successors) and the irrigation or drainage district related to the property of this application or prior approval for any attempt to abandon water rights.

- c) Verify that existing and proposed elevations match sufficiently at property boundaries to not impose a slope burden on adjacent properties.
- d) State the vertical datum used for elevations.
- e) Provide engineering certification on all final engineering drawings.

6. Inspection Fees

An inspection fee will be required for any **public** water, sewer and irrigation construction work associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justify certifying to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's scheduling of a pre-construction conference. It is noted that public facility construction does not appear to be part of this project.

7. Right-of-Way

Sufficient full and half right-of-way on section and quarter lines for arterial and collector streets shall be provided and developed pursuant to City and ACHD standards. In this instance, the site fronts on one classified street (Linder). The providing of deeded right-of-way to the extent of the frontage on those streets is recommended as a requirement.

- a) It is recommended approaches onto local, section line and quarter line streets comply with ACHD approach policies and generally are as far as practical from the intersection.
- b) It is recommended asphalt widening, concrete sidewalk and curb and gutter be provided at the time of redevelopment.

8. As-Built Drawings

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes, but will not be responsible for the finished product. As-built drawings will be required before occupancy is granted. It is noted that public facility construction does not appear to be part of this project.

9. Property Description

- a) A metes and bounds description has been provided.



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

- Return to: ACZ, Boise, Eagle, Garden City, Kuna, Meridian, Star

Rezone # 16-03-ZC

Conditional Use #

Preliminary / Final / Short Plat

Sect. 24

RECEIVED

OCT 04 2016

CITY OF KUNA

- 1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approval from appropriate entities are submitted, we can approve this proposal for:
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any:
13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

Reviewed By: [Signature]
Date: 9/27/16

Exhibit B-4

Trevor Kesner

From: Dawn Battles [Dbattles@achdidaho.org]
Sent: Thursday, October 20, 2016 9:37 AM
To: Trevor Kesner
Subject: FW: City of Kuna - Agency Notification and Request for Comment - Rezone
Attachments: 368 N.Linder.Rezone.App 9.27.16.pdf

Trevor,

ACHD does not have any comments on this application. The applicant will be required to pay an impact fee if the use changes. Have a great day.

Thanks,

Dawn Battles
Planner I

Ada County Highway District
3775 Adams St.
Garden City, ID 83714
Tel:208.387.6218
dbattles@achdidaho.org

"We drive quality transportation for all Ada County-Anytime...Anywhere!"



From: Christy Little
Sent: Tuesday, September 27, 2016 11:59 AM
To: Dawn Battles
Subject: FW: City of Kuna - Agency Notification and Request for Comment - Rezone

From: Trevor Kesner [mailto:tkesner@kunaid.gov]
Sent: Tuesday, September 27, 2016 11:33 AM
To: Christy Little; Ada County Development Services (Mark Perfect); Ada County Engineer; Ada County Street Namin; Attorney Icloud; Boise Project Board of Control; Boise Project Board of Control; Boise-Kuna Irrigation Distr.; Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ; Gordon Law; Idaho Power; Idaho Power; Idaho Power; Intermountain Gas; Intermountain Gas; J&M Sanitation; Ken Couch; Idaho Transportation Department; Kuna Fire & EMS; Kuna Police; Kuna School District; Kuna School District; Kuna School District; Natalie Purkey; Tony Davila
Cc: Gordon Law; Wendy Howell; Attorney Icloud; Bob Bachman
Subject: City of Kuna - Agency Notification and Request for Comment - Rezone

Notice is hereby given by the City of Kuna the following action(s) are under consideration:

CASE NUMBERS	16-03-ZC (Rezone); 368 N. Linder Avenue, Kuna, ID 83634
---------------------	---



PROJECT DESCRIPTION	Applicant requests approval to <i>Rezone</i> a 0.283 acre parcel located at 368 N. Linder Avenue, Kuna, Idaho in order to change the existing zoning from R-6 (Medium Density Residential) to a CBD (Commercial) zone.
SITE LOCATION	368 N. Linder Ave. Kuna, Idaho 83634
APPLICANT/ OWNER	Michael Larson 1311 Andy Lane Caldwell, ID 83605
SCHEDULED HEARING DATE	Tuesday, October 25, 2016 6:00 P.M.
STAFF CONTACT	Trevor Kesner, Planner II Kuna Planning & Zoning Dept. tkesner@kunaid.gov Phone: 922.5274 Direct: 387.7731 Fax: 922.5989
<p>We have enclosed information to assist you with your consideration and response. No response within 15 business days will indicate you have no objection or concerns with this project. We would appreciate any information you can supply us as to how this action would affect the service you provide. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. We are located at Kuna City Hall 751 W. 04th Street, Kuna, ID 83634. Please contact staff with questions. If your agency needs full size plans to review, let our office know and we will send them. In our effort to reduce the amount of paper used and postage we are implementing electronic packets for agencies. <i>Please send our office the email address of the individual who should receive them in the future through email. Thank you.</i></p>	

Trevor Kesner,
Planner II
KUNA PLANNING & ZONING DEPT.
(208) 387-7731
tkesner@kunaid.gov

REMINDER: PLANNING & ZONING WILL BEGIN TRANSITIONING TO THE NEW CITY HALL BETWEEN SEPT. 28TH THRU OCT. 4TH, 2016. CITY OFFICES WILL BE CLOSED ALL DAY ON OCT. 3, 2016.
NOTE: Our new address is 751 W. 4th Street, Kuna, ID 83634



City of Kuna
763 W. Avalon
Kuna, ID 83634

CONFIDENTIALITY NOTICE

This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
 PO Box 13 • 763 W Avalon St • Kuna, Idaho • 83634
 Phone (208) 922-5274 • Fax: (208) 922-5989
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN: The **Kuna City Council** is scheduled to hold a public hearing on **December 6, 2016** beginning at 6:00 pm on the following case:

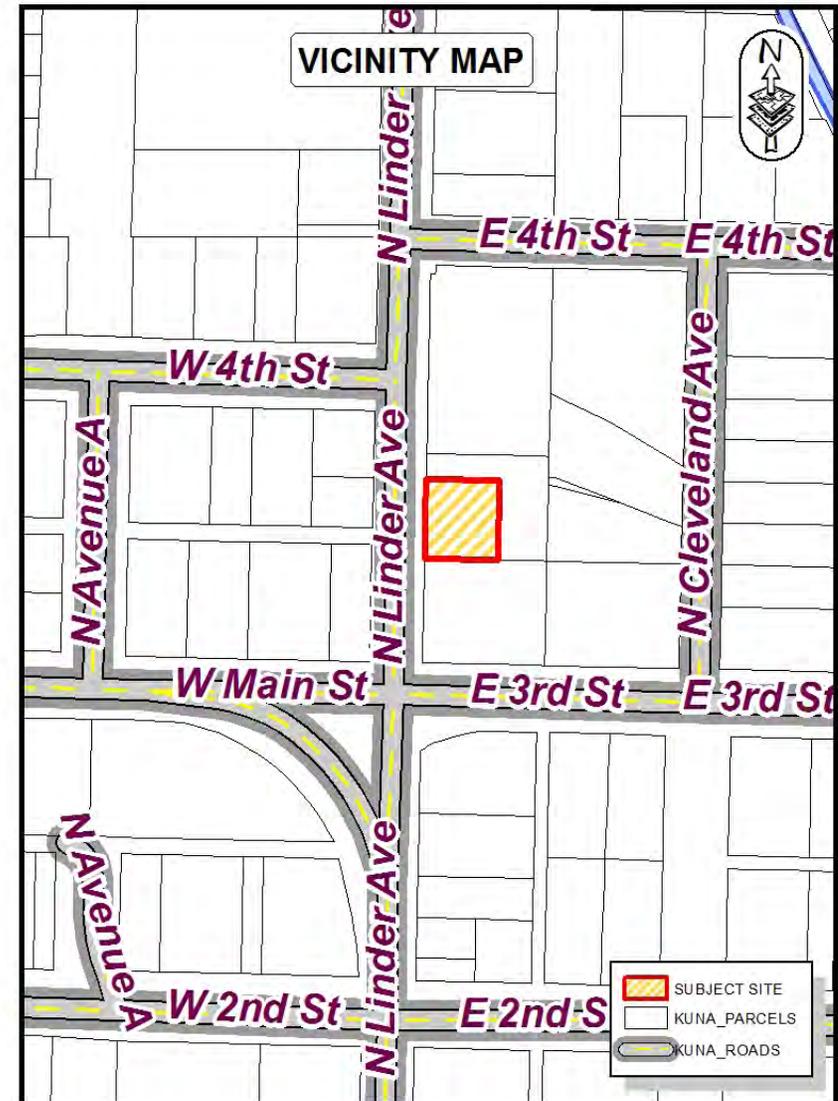
A request from Michael Larson to rezone an approximately 0.283 acre parcel in City limits from the existing R-6 (Medium Density Residential) to a CBD (Central Business District) Commercial zone, in order to convert the existing structure to retail/office space. This request does not include a Design Review application.

The site is located at 368 N. Linder Avenue, Kuna, Idaho (refer to adjacent map).

The hearing will be held in Chambers at the New City Hall located at **751 West 04th Street**, Kuna, Idaho.

All documents concerning public hearing items may be reviewed at Kuna City Hall, 751 West 04th Street, Kuna, Idaho, 83634. Office hours are 8:00 am to 5:00 pm, Monday through Friday, except holidays. If you have questions or would like additional information, please contact the Planning and Zoning Department at (208) 922-5274.

You are invited to provide oral or written comments at the hearing. Please note that all comments made during the public hearing will be restricted to three (3) minutes per person. Prior to the hearing, written comments may be submitted to the appropriate governing body at least seven (7) days prior to the hearing. These comments will be forwarded to the Commission.



In all correspondence concerning this case, please refer to the case name: **16-03-ZC (Rezone)**.

Mailed via USPS 11/16/2016

Suggestions For Testifying at the Public Hearing:

Be informed . . .

Review the proposal, the staff report, applicable provisions of the ordinance and comprehensive plan.

Be on time . . .

Although the item you are interested in may not be first on the agenda, you never know when it will be heard. The governing body has authority to adjust the schedule according to its discretion. Thus, anticipate attending from the beginning.

Speak to the point . . .

The governing body appreciates pertinent, well organized, and concise comments. Redundant testimony is prohibited and **each individual is given three (3) minutes to comment.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group -- "opposition representative," like the applicant's representative, receives 10 minutes to make comments. Applicant has five (5) minutes to rebut or discuss issues raised by any opposition.

If you don't wish to speak, write . . .

At most hearings, previously submitted written testimony may be reviewed by the governing body before the meeting. It is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision. All documents or written comments should be submitted to the City of Kuna at least one (1) week **prior** to the hearing.

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

LEGAL NOTICE

NOTICES

Trust information Original
 or: William E. Morgan III,
 married man, as his sole
 separate property Orig-
 inator: Transnation Title
 Escrow Inc Original ben-
 efitary: Mortgage Electron-
 ic Registration Systems, Inc. as
 designated nominee for
 nPoint Mortgage Fund-
 Inc., its successors and
 assigns. Recording date:
 5/2007 Recorder's instru-
 ment number: 107058782
 Title: ADA Sum owing on
 obligation: as of October
 2016: \$177,825.79 Be-
 cause of interest, late
 charges, and other charges
 may vary from day to
 day the amount due on the
 day you pay may be greater.
 Hence, if you pay the amount
 shown above, an adjustment
 may be necessary after we
 receive your check. For fur-
 ther information write or call
 Successor Trustee at the ad-
 dress or telephone number
 provided above. Basis of de-
 fault: failure to make pay-
 ments when due. Please take
 notice that the Successor
 Trustee will sell at public auc-
 tion to the highest bidder for
 certified funds or equivalent
 property described above.
 The property address is iden-
 tified to comply with IC 60-
 but is not warranted to be
 correct. The property's legal
 description is: Lot 2 in Block
 of CHARTER POINTE
 SUBDIVISION NO. 1,
 according to the Official Plat
 of, filed in Book 90 of
 Records at Pages 10597 thru
 10599, AND AMENDED By
 Instrument recorded September
 2005, as Instrument No.
 130565, records of Ada
 County, Idaho. The sale is
 subject to conditions, rules
 and procedures as described
 at www.northwest-
 trustee.com or USA-Foreclo-
 sure.com. The sale is made
 without representation, war-
 ranty or covenant of any kind.
 GARI BOVIC, JASMIN (TS#
 7367.22008) 1002.289207-
 No.

November 9, 16, 23, 30, 2016
 1540736

LEGAL NOTICE

NOTICE OF TRUSTEE'S SALE

Notice of Trustee's Sale
 Idaho Code 45-1506 Today's
 date: November 3, 2016 File
 No.: 7367.22008 Sale date
 and time (local time): March
 2017 at 9:00 AM Sale lo-
 cation: Courtyard by Marriott
 Downtown, 222 S.
 Broadway Avenue, Boise, ID
 83702, Auction.com Room
 Property address: 1928 East
 Tick Street Meridian, ID
 83402 Successor Trustee:
 Northwest Trustee Services,
 an Idaho Corporation
 P.O. Box 997 Bellevue, WA
 98009 (425) 586-1900 Deed
 of Trust information Original
 grantor: Jasmin Garibovic, a
 married man, as his sole and
 separate property Original
 trustee: Pioneer Title Compa-
 ny Original beneficiary: Mort-
 gage Electronic Registration
 Systems, Inc. solely as nomi-
 nee for CMG Mortgage, Inc
 CMG Financial Record-
 ing date: 09/20/2013
 Recorder's instrument num-

ber: 113106864 County: Ada
 Sum owing on the obligation:
 as of November 3, 2016:
 \$180,789.52 Because of in-
 terest, late charges, and oth-
 er charges that may vary
 from day to day, the amount
 due on the day you pay may
 be greater. Hence, if you pay
 the amount shown above, an
 adjustment may be neces-
 sary after we receive your
 check. For further information
 write or call the Successor
 Trustee at the address or
 telephone number provided
 above. Basis of default: fail-
 ure to make payments when
 due. Please take notice that
 the Successor Trustee will
 sell at public auction to the
 highest bidder for certified
 funds or equivalent the prop-
 erty described above. The
 property address is identified
 to comply with IC 60-113 but
 is not warranted to be correct.
 The property's legal descrip-
 tion is: Lot 20 in Block 1 of
 Raven Hill Subdivision, ac-
 cording to the plat thereof,
 filed in Book 73 of Plats at
 Page(s) 7565-7566, records
 of Ada County, Idaho. The
 sale is subject to conditions,
 rules and procedures as de-
 scribed at the sale and which
 can be reviewed at
 www.northwesttrustee.com or
 USA-Foreclosure.com. The
 sale is made without repre-
 sentation, warranty or
 covenant of any kind. GARI-
 BOVIC, JASMIN (TS#
 7367.22008) 1002.276518-
 File No.

November 15, 23, 30, 2016
 December 7, 2016
 1543248

LEGAL NOTICE

NOTICE OF TRUSTEE'S SALE

Notice of Trustee's Sale
 Idaho Code 45-1506 Today's
 date: October 28, 2016 File
 No.: 7431.20757 Sale date
 and time (local time): Febru-
 ary 27, 2017 at 9:00 AM Sale
 location: Courtyard by Mar-
 riott Boise Downtown, 222 S.
 Broadway Avenue, Boise, ID
 83702, Auction.com Room
 Property address: 6041 West
 Becky Drive Meridian, ID
 83646 Successor Trustee:
 Northwest Trustee Services,
 Inc., an Idaho Corporation
 P.O. Box 997 Bellevue, WA
 98009 (425) 586-1900 Deed
 of Trust information Original
 grantor: William W. Colson
 and Lynn C. Colson, husband
 and wife Original trustee:
 Stewart Title Guaranty Com-
 pany Original beneficiary:
 Mortgage Electronic Registra-
 tion Systems, Inc. as desig-
 nated nominee for Freedom
 Mortgage Corporation, its
 successors and assigns
 Recording date: 12/17/2009
 Recorder's instrument num-
 ber: 109139969 County: ADA
 Sum owing on the obligation:
 as of October 28, 2016:
 \$215,921.13 Because of in-
 terest, late charges, and oth-
 er charges that may vary
 from day to day, the amount
 due on the day you pay may
 be greater. Hence, if you pay
 the amount shown above, an
 adjustment may be neces-
 sary after we receive your
 check. For further information
 write or call the Successor
 Trustee at the address or

telephone number provided
 above. Basis of default: fail-
 ure to make payments when
 due. Please take notice that
 the Successor Trustee will
 sell at public auction to the
 highest bidder for certified
 funds or equivalent the prop-
 erty described above. The
 property address is identified
 to comply with IC 60-113 but
 is not warranted to be correct.
 The property's legal descrip-
 tion is: PARCEL I: Lot 4 in
 Tract 2 of APPLE VALLEY
 SUBDIVISION, according to
 the Official Plat thereof, filed
 in Book 30 of Plats at page
 1844, records of Ada County,
 Idaho. PARCEL II: A parcel of
 land in Lot A of APPLE VAL-
 LEY SUBDIVISION, in the
 West half of the Southwest
 quarter of Section 33, Town-
 ship 4 North, Range 1 West,
 Boise Meridian, Ada County,
 Idaho, lying South of and ad-
 jacent to said Lot 4 in Tract 2
 of Apple Valley Subdivision,
 more particularly described
 as follows: Commencing at
 the 1/16th corner on the West
 boundary of the Southwest
 quarter of Section 33, Town-
 ship 4 North, Range 1 West,
 Boise Meridian, Ada County,
 Idaho; thence South 89 de-
 grees 46'46" East, 1,324.00
 feet along the South bound-
 ary in the North half of the
 Southwest quarter of said
 Section 33 to a point on the
 Southerly extension of the
 Westerly line of said Lot 4,
 Tract 2, the REAL POINT OF
 BEGINNING; thence continu-
 ing South 89 degrees 46'57"
 East (also shown of record as
 South 69 degrees 46'57"
 East) 331.00 feet along the
 South boundary of the North
 half of the Southwest quarter
 of said Section 33 to a point
 being on the Southerly exten-
 sion of the Easterly line of
 said Lot 4, Tract 2; Thence
 North 30.00 feet along an ex-
 tension of the boundary com-
 mon to Lots 3 and 4 in Tract
 2 of the Apple Valley Subdi-
 vision, to a point being the
 Southeast corner of said Lot
 4, Tract 2; thence North 89
 degrees 46'57" West, 331.00
 feet along a line parallel to
 the South boundary of the
 North half of the Southwest
 quarter of said Section 33,
 being the South line of said
 Lot 4, Tract 2 to the South-
 west corner of said Lot 4,
 Tract 2; thence South 30.00
 feet along an extension of
 the boundary between Lots 4
 and 5 in Tract 2 of the Apple
 Valley Subdivision to the REAL
 POINT OF BEGINNING. The
 sale is subject to conditions,
 rules and procedures as de-
 scribed at the sale and which
 can be reviewed at
 www.northwesttrustee.com or
 USA-Foreclosure.com. The
 sale is made without repre-
 sentation, warranty or
 covenant of any kind. Colson,
 William and Lynn (TS#
 7431.20757) 1002.289190-
 File No.

November 16, 23, 30, 2016
 December 7, 2016
 1541513

LEGAL NOTICE

NOTICE OF TRUSTEE'S SALE

Notice of Trustee's Sale
 Idaho Code 45-1506 Today's

date: October 4, 2016 File
 No.: 7477.20310 Sale date
 and time (local time): Febru-
 ary 13, 2017 at 9:00 AM Sale
 location: Courtyard by Mar-
 riott Boise Downtown, 222 S.
 Broadway Avenue, Boise, ID
 83702, Auction.com Room
 Property address: 9293 West
 Rustica Drive Boise, ID
 83709 Successor Trustee:
 Northwest Trustee Services,
 Inc., an Idaho Corporation
 P.O. Box 997 Bellevue, WA
 98009 (425) 586-1900 Deed
 of Trust information Original
 grantor: Kellie S. Stephens, a
 single person Original
 trustee: Pioneer Title Compa-
 ny of Ada County Original
 beneficiary: Mortgage Elec-
 tronic Registration Systems,
 Inc. solely as nominee for
 Golf Savings Bank, a Wash-
 ington Stock Savings Bank
 Recording date: 02/27/2009
 Recorder's instrument num-
 ber: 109022720 County: Ada
 Sum owing on the obligation:
 as of October 4, 2016:
 \$237,950.45 Because of in-
 terest, late charges, and oth-
 er charges that may vary
 from day to day, the amount
 due on the day you pay may
 be greater. Hence, if you pay
 the amount shown above, an
 adjustment may be neces-
 sary after we receive your
 check. For further information
 write or call the Successor
 Trustee at the address or
 telephone number provided
 above. Basis of default: fail-
 ure to make payments when
 due. Please take notice that
 the Successor Trustee will
 sell at public auction to the
 highest bidder for certified
 funds or equivalent the prop-
 erty described above. The
 property address is identified
 to comply with IC 60-113 but
 is not warranted to be correct.
 The property's legal descrip-
 tion is: Lot 25 in Block 7 of
 Charter Pointe Subdivision
 No. 7, according to the plat
 thereof, filed in Book 93 of
 Plats at Pages 11108 through
 11110, Records of Ada Coun-
 ty, Idaho. The sale is subject
 to conditions, rules and pro-
 cedures as described at the
 sale and which can be re-
 viewed at www.northwest-
 trustee.com or USA-Foreclo-
 sure.com. The sale is made
 without representation, war-
 ranty or covenant of any kind.
 Stephens, Kellie S. (TS#
 7477.20310) 1002.288897-
 File No.

November 2, 9, 16, 23, 2016
 1534450

LEGAL NOTICE

CITY OF KUNA
 P.O. Box 13
 Kuna, ID 83634
 Phone: 922-5274
 Fax: 922-5989

Case # 16-03-ZC (Rezoning)

NOTICE IS HEREBY GIV-
 EN, that the Kuna City Coun-
 cil will hold a public hearing,
 Tuesday, December 6th,
 2016, at 6:00 pm, or as soon
 as can be heard at Kuna City
 Hall, 751 W. 04th Street,
 Kuna, ID; in connection with a
 request from Michael Larson
 to rezone approximately
 0.283 acres in City limits from
 the current R-6 residential
 zone to a CBD (Central Busi-
 ness District) commercial

zoning designation. The site
 is located at 368 N. Linder
 Avenue, Kuna, Idaho (APN#:
 R061500530).

The public is invited to
 present written and/or oral
 comments to the Council. No
 person shall speak at the
 hearing until recognized by
 the Mayor. A three (3) minute
 time limit may be placed on
 all verbal testimony. Any writ-
 ten testimony must be re-
 ceived by November 30,
 2016, or it may not be consid-
 ered. Please mail to P.O. Box
 13 Kuna, ID 83634, or drop
 off at City Hall; 751 W. 4th
 Street.

Please do not contact any-
 one who would be involved in
 this decision making process,
 which includes the Planning
 & Zoning Commissioners,
 City Council Members, or the
 Mayor; as such private con-
 versations would be consid-
 ered ex parte and could jeop-
 ardize the public hearing pro-
 cess.

If you have any questions
 or require special accommo-
 dations, please contact the
 Kuna Planning & Zoning De-
 partment prior to the meeting
 at 922-5274.

Kuna Planning & Zoning

November 16, 2016
 1545927

LEGAL NOTICE

16-04-ZOA Zoning Ordinance Amendment

NOTICE IS HEREBY GIV-
 EN that the Kuna Planning
 and Zoning Commission will
 hold a public hearing Tues-
 day, December 13, 2016 at
 6:00 p.m. or as soon as pos-
 sible thereafter at Kuna City
 Hall, 751 W. 4th, Kuna, ID.
 The public hearing is to gain
 input on a proposed zoning
 amendment. Specifically,
 AMENDING TITLE 6, CHAP-
 TER 3, SECTION 4, PART A
 OF THE KUNA CITY CODE,
 ENTITLED "STREET RIGHT-
 OF-WAY WIDTHS" TO
 CHANGE THE RIGHT-OF-
 WAY FOR A RESIDENTIAL
 LOCAL STREET FROM
 FIFTY-ONE FEET (51') TO
 FIFTY FEET (50'), AND A
 NEW PART- PART E TO
 PROVIDE STANDARDS
 FOR ACCESS TO COLLEC-
 TOR AND ARTERIAL
 STREETS; PROVIDING FOR
 A SEVERABILITY CLAUSE;
 AND PROVIDING AN EF-
 FECTIVE DATE.

All interested parties are in-
 vited to attend and express
 their views on the proposed
 amendment.

Those persons desiring to
 provide public comment must
 state his/her name and resi-
 dential address. Persons
 wishing to speak must first be
 recognized by the Chairper-
 son. A three (3) minute time
 limit may be placed on all tes-
 timony.

If you have any questions
 or require special accommo-
 dation(s), please contact the
 Kuna Planning & Zoning De-
 partment prior to the public
 meeting by calling 922-5274.

Kuna Planning & Zoning
 Department

November 16, 23, 2016
 1542151

RECEIVED
11-23-16



City of Kuna PROOF OF PROPERTY POSTING

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

This notice shall confirm that the Public Hearing Notice for December 6, 2016
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1-5B. Sign posted November 14, 2016 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

DATED this 1st day of December, 2016.

Signature,

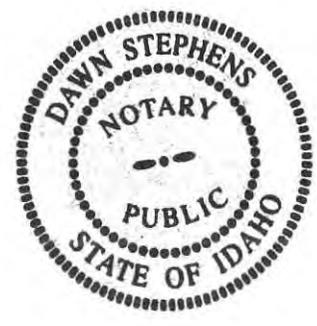
Owner/Developer

STATE OF IDAHO)
County of Ada) : ss

On this 1st day of December, 2016, before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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

Dawn Stephens
Notary Public
Residing at Kuna, Idaho 83634
Commission Expires 1-17-18



CITY OF KUNA PUBLIC HEARING NOTICE

Before the Kuna City Council
DEC 14 2016 6:00 P.M.

Where: Kuna City Hall 751 W. 4th
Street Kuna, Idaho 83634

PURPOSE: Re-Zone - Avalon Addition
Zoning CBD, for future Office/Retail use

Property Location - 368 N. Linder
Kuna, Idaho 83634

Application by - Mike Larson

CITY OF KUNA PUBLIC HEARING NOTICE

Before the Kuna City Council
DEC 6th 2016 6:00 P.M.

Where: Kuna City Hall 751 W. 4th
Street Kuna, Idaho 83634

PURPOSE: Re-Zone - Avalon Addition
Zoning CBD, for future Office/Retail use

Property Location - 368 N. Linder
Kuna, Idaho 83634

Application by - Mike Larson

3
6
8

CITY OF KUNA PUBLIC HEARING NOTICE

Before the Kuna City Council
DEC 6th 2016 6:00 P.M.

Where: Kuna City Hall 751 W. 4th
Street Kuna, Idaho 83634

PURPOSE: Re-Zone - Avalon Addition
Zoning CBD, for future Office/Retail use

Property Location - 368 N. Linder
Kuna, Idaho 83634

Application by - Mike Larson



City of Kuna

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

Staff Memo

To: Kuna City Council

Case Number: 16-14-FP (Final Plat);
Arbor Ridge No. 3
Residential Subdivision

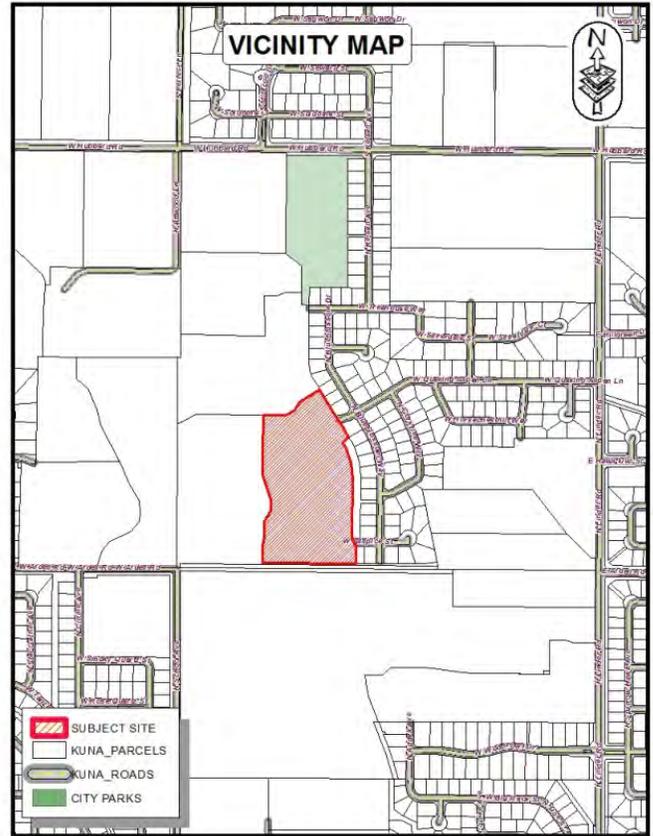
Location: Southwest corner of Linder
and Hubbard Roads,
West of Arbor Ridge No. 2
Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Meeting Date: November 15, 2016 - Tabled
December 6, 2016

**Applicant
Representative:** B & A Engineers
David Crawford
5505 W. Franklin Rd.
Boise, ID 83705
dacrawfod@baengineers.com

Owner/Applicant: Challenger Development,
LLC/CBH Homes Inc.
1977 Overland Road
Meridian, ID 83642



A. General Project Facts, Staff Analysis:

1. The applicant is requesting Final Plat approval for Arbor Ridge Subdivision No. 3. The Final Plat for Arbor Ridge Subdivision No. 3 proposes 49 residential lots and two (2) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks Final Plat approval for the Arbor Ridge Subdivision No. 3.

B. Staff Analysis:

1. After review, staff has determined the proposed Final Plat appears to meet the technical requirements of the subdivision ordinance and is in substantial conformance with the approved Preliminary Plat for the Arbor Ridge No. 3 residential subdivision.
2. Applicant shall modify the submitted Arbor Ridge No. 3 final plat in accordance with Kuna City Engineer comments, dated 10/31/16.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer signature on the plat mylar.



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

Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

Project name: ARBOR RIDGE # 3	Applicant: DAVID CRAWFORD
---	-------------------------------------

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	
X	All pages of the proposed Final Plat.	
X	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
X	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	
X	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
X	A statement of conformance with the following information: <ul style="list-style-type: none"> ◇ The approved preliminary plat and meeting all requirements or conditions. ◇ The acceptable engineering practices and local standards. 	
X	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
X	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a meeting date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



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

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

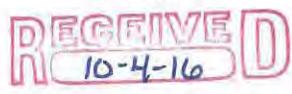
For Office Use Only	
File Number (s)	16-14-FP
Project name	ARBOR RIDGE FP #3
Date Received	10-4-16
Date Accepted/ Complete	11-1-16
Cross Reference Files	N/A
Commission Hearing Date	N/A
City Council Hearing Date	11/15/16

Contact/Applicant Information

Owners of Record: <u>Challenger Development, LLC.</u>	Phone Number: _____
Address: <u>1977 E. Overland Rd.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID. 83642</u>	Fax #: _____
Applicant (Developer): <u>Corey Barton Homes, INC.</u>	Phone Number: _____
Address: <u>Same as owner</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>David Crawford- B&A Engineers</u>	Phone Number: <u>208-343-3381</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID. 83705</u>	Fax #: <u>208-342-5792</u>

Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>South of E. Hubbard Rd., West of Linder Rd. & North of Deerflat Rd.</u>
Parcel Number (s): <u>S1314131520</u>
Section, Township, Range: <u>Sec. 14, T2N, R1W</u>
Property size : <u>12.13 Acres</u>
Current land use: <u>N/A</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-4</u> Proposed zoning district: <u>R-4</u>



Project Description

Project / subdivision name: Arbor Ridge Subdivision # 3

General description of proposed project / request: Approval of the final plat for phase three of Arbor Ridge Subdivision.

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): As disclosed in the preliminary plat approval.

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: N/A Number of building lots: 49

Number of common and/or other lots: 2

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 4.2 U/Ac Net density (DU/acre-excluding roads): 5.48 U/Ac

Percentage of open space provided: 2.89% Acreage of open space: 0.35 acre

Type of open space provided (i.e. landscaping, public, common, etc.): Common

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

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

Applicant's Signature:  Date: 10/9/16

Arbor Ridge Subdivision No. 3

Notes

1. Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
2. All references to Homeowners' Association hereon are to the Arbor Ridge Subdivision No. 3 Homeowners' Association and the owners of the lots, within said subdivision, jointly.
3. Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
4. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Arbor Ridge Subdivision No. 3.
5. Lots shall not be reduced in size without prior approval from the health authority.
6. Lot 10, Block 3 and Lot 8, Block 5 are common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
7. Direct lot access to W. Ardell Road is prohibited unless specifically approved in writing by the Ada County Highway District or the City of Kuna.
8. Lot 10, Block 3 and Lot 8, Block 5 are subject to a blanket easement for the Hubbard Beal Drain for irrigation water delivery and maintenance.
9. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
10. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
11. Portions of Lot 2, Block 2; Lots 13 and 14, Block 11; and Lots 32, 33, & 34, Block 19; shown or designated as seepage bed easements are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument Number 109053259, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section §40-2302 of Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
12. A 10-foot wide public utilities, property drainage, and irrigation easement is hereby designated adjoining all public rights-of-ways and the exterior boundary of this subdivision.
13. A 10-foot wide utilities, property drainage, and irrigation easement is hereby designated centered on interior lot lines, and adjoining all rear lot lines.
14. All gravity irrigation easements shown or designated hereon are non-exclusive and are hereby granted to Boise Kuna Irrigation District and their heirs and assigns for irrigation facilities so long as said easements are used for irrigation by the grantee. The Homeowners' Association is hereby designated as having the remainder interest in said easement.
15. 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.
16. This development recognizes Idaho Code Section §22-4503, Right to Farm Act, which states: "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 non-agricultural 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."

Curve Table

Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C1	31°31'22"	400.00'	220.07'	S15°49'21"E	217.31'
C2	12°19'28"	400.00'	86.04'	N25°25'18"W	85.88'
C3	12°26'19"	400.00'	86.84'	N13°02'24"W	86.67'
C4	6°45'35"	400.00'	47.19'	N3°26'28"W	47.16'
C5	90°00'00"	55.00'	86.39'	S45°03'40"E	77.78'
C6	31°31'22"	275.00'	151.30'	N15°49'21"W	149.40'
C7	20°31'54"	200.00'	71.67'	S71°12'25"W	71.29'
C8	33°01'18"	125.00'	72.04'	N73°35'36"E	71.05'
C9	25°14'10"	225.00'	99.10'	S12°46'53"E	98.30'
C10	21°06'11"	225.00'	62.87'	N14°50'53"W	82.40'
C11	4°14'07"	425.00'	31.42'	N2°10'44"W	31.41'
C12	4°14'07"	400.00'	29.57'	N2°10'44"W	29.56'
C13	4°14'07"	450.00'	33.26'	N2°10'44"W	33.26'
C14	1°34'29"	450.00'	12.37'	N0°50'55"W	12.37'
C15	2°39'36"	450.00'	20.89'	N2°57'59"W	20.89'
C16	21°06'11"	250.00'	92.08'	N14°50'53"W	91.56'
C17	11°19'10"	250.00'	49.39'	N9°57'22"W	49.31'
C18	9°47'01"	250.00'	42.69'	N20°30'28"W	42.64'
C19	21°06'11"	200.00'	73.66'	N14°50'53"W	73.25'
C20	13°08'59"	200.00'	45.90'	N10°52'17"W	45.80'
C21	7°57'12"	200.00'	27.76'	N21°25'22"W	27.74'
C22	25°14'10"	200.00'	88.09'	S12°46'53"E	87.38'
C23	2°00'07"	200.00'	6.99'	S24°23'55"E	6.99'
C24	21°53'29"	200.00'	76.42'	S12°27'07"E	75.95'
C25	1°20'35"	200.00'	4.69'	S0°50'05"E	4.69'
C26	25°14'10"	250.00'	110.11'	S12°46'53"E	109.23'
C27	8°15'39"	250.00'	36.05'	S21°16'09"E	36.01'
C28	14°38'01"	250.00'	63.85'	S9°49'18"E	63.68'
C29	36°06'11"	100.00'	63.01'	N72°03'09"E	61.97'
C30	34°18'59"	150.00'	89.84'	N72°56'45"E	88.50'

Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C31	13°52'42"	150.00'	36.33'	N83°09'54"E	36.24'
C32	20°26'17"	150.00'	53.51'	N66°00'24"E	53.22'
C33	20°19'45"	175.00'	62.09'	S71°18'30"W	61.77'
C34	21°18'44"	225.00'	83.69'	S70°49'00"W	83.21'
C35	31°31'22"	250.00'	137.54'	N15°49'21"W	135.82'
C36	7°33'10"	250.00'	32.96'	N27°48'27"W	32.93'
C37	18°41'37"	250.00'	81.57'	N14°41'03"W	81.20'
C38	5°16'35"	250.00'	23.02'	N2°41'58"W	23.01'
C39	31°31'22"	300.00'	165.05'	N15°49'21"W	162.98'
C40	12°19'28"	300.00'	64.53'	N25°25'18"W	64.41'
C41	12°26'19"	300.00'	65.13'	N13°02'24"W	65.00'
C42	6°45'35"	300.00'	35.39'	N3°26'28"W	35.37'
C43	20°19'08"	52.00'	18.44'	N10°05'54"E	18.34'
C44	130°38'16"	52.00'	118.56'	S45°03'40"E	94.50'
C45	44°19'18"	52.00'	40.23'	S1°54'11"E	39.23'
C46	51°31'43"	52.00'	46.77'	S49°49'42"E	45.21'
C47	34°47'15"	52.00'	31.57'	N87°00'49"E	31.09'
C48	20°19'08"	52.00'	18.44'	S79°46'46"W	18.34'
C49	90°00'00"	30.00'	47.12'	S45°03'40"E	42.43'
C50	30°00'40"	20.00'	10.48'	S15°04'00"E	10.36'
C52	2°20'30"	250.00'	10.22'	S1°20'03"E	10.22'

Line Table

Line	Bearing	Distance
L1	S0°03'40"E	37.00'
L2	S0°03'40"E	37.00'
L3	S25°23'58"E	12.72'
L4	N35°04'23"W	19.15'
L5	S75°33'28"E	23.12'
L6	S15°16'29"W	24.03'
L7	S12°24'16"W	23.41'
L8	S77°09'53"E	23.91'
L9	S89°53'45"E	26.73'
L10	N44°58'14"E	23.76'
L11	S45°01'46"E	23.71'
L12	N44°56'20"E	23.73'
L13	S45°34'22"E	23.80'
L14	N7°19'47"E	34.76'



R&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Arbor Ridge Subdivision No. 3

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as ARBOR RIDGE SUBDIVISION NO. 3, and that it intends to include the following described land in this plat:

A portion of the southwest quarter of the northeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence S00°19'50"E, 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence S89°56'20"W, 1,015.00 feet along the southerly boundary of the northeast quarter of said Section 14; thence N10°49'45"W, 49.80 feet; thence S80°54'11"W, 75.91 feet; thence S89°56'20"W, 436.11 feet to the Point of Beginning:

Thence continuing S89°56'20"W, 586.00 feet;

Thence N00°03'40"W, 108.00 feet;

Thence N09°51'21"E, 50.76 feet;

Thence N00°03'40"W, 100.00 feet;

Thence N31°39'14"E, 82.29 feet;

Thence N00°03'40"W, 72.00 feet;

Thence N19°19'17"W, 163.06 feet;

Thence N00°09'48"W, 228.00 feet;

Thence N04°20'40"E, 50.14 feet;

Thence N00°06'15"E, 100.00 feet;

Thence S89°53'45"E, 140.00 feet;

Thence N58°24'58"E, 66.38 feet;

Thence N28°55'27"E, 57.44 feet;

Thence N58°24'58"E, 150.00 feet to the southerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats Pages 10269 through 12074 Records, Ada County, Idaho;

Thence S31°35'02"E, 352.98 feet, continuing along the said southerly boundary of Arbor Ridge Subdivision No. 1;

Thence S43°49'25"W, 51.67 feet;

Thence 220.07 feet along a curve deflecting to the right, having a radius of 400.00 feet, a central angle of 31°31'22", a long chord bearing of S15°49'21"E, and a long chord distance of 217.31 feet;

Thence S00°03'40"E, 389.63 feet;

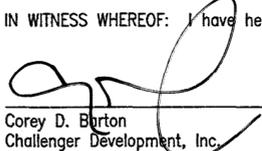
Thence S25°42'08"E, 55.46 feet;

Thence S00°03'40"E, 108.00 feet to the Point of Beginning.

Comprising 12.13 acres more or less

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna; and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

IN WITNESS WHEREOF: I have hereunto set my hand on this 15th day of Sept., 2016

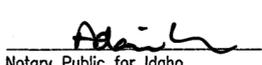

Corey D. Burton
Challenger Development, Inc.
Date 9-15-16

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this 15th day of Sept., in the year of 2016, before me the undersigned, a Notary Public in and for said state, personally appeared Corey D. Barton, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same in said partnership name.

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


Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 6-05-22



Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of ARBOR RIDGE SUBDIVISION NO. 3, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, P.L.S. No. 4116



Approval of Central District Health Department

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



Approval of Ada County Highway District

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

Commission Chairman
Ada County Highway District

Approval of City Engineer

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

Kuna City Engineer _____ Date _____

Approval of City Council

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

Kuna City Clerk _____

Certificate of County Surveyor

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

Ada County Surveyor _____ Date _____

Certificate of County Treasurer

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

Ada County Treasurer _____ Date _____

Certificate of County Recorder

State of Idaho)
)ss. Instrument No. _____
County of Ada)

I hereby certify that this instrument was filed at the request of _____ at _____ minutes past _____ o'clock _____ M., this _____ day of _____, _____, in my office, and was recorded in Book _____ of Plats at Pages _____ through _____.
Fee: _____

Ex-Officio Recorder: Christopher D. Rich

Deputy: _____



B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381 Arbor Ridge Subdivision No. 3
Page 3 of 3



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

August 30, 2016

To: **City of Kuna**
763 W. Avalon St.
Kuna, Idaho 83634
Voice 922-5546

From: **David Crawford- B&A Engineers, Inc.**

RE: Arbor Ridge Subdivision No. 3

Kuna City,

Based on limited observations in the field and information provided by others during the construction of Arbor Ridge Subdivision No. 3 we believe that construction of the facilities related to the development are being completed in substantial conformance to the approved construction plans.

We believe that the final plat as shown is in substantial conformance with the approved preliminary plat and the approved construction plans for the project.

Should you have any questions please contact me at 343-3381 or by e-mail at dacrawford@baengineers.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Crawford', is written over a horizontal line.

David Crawford
B&A Engineers, Inc.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG
TITLEONE BOISE

2016-031165
04/14/2016 10:00 AM
\$16.00

ACCOMMODATION
RECORDING

Corporation Warranty Deed

For value received,

COREY BARTON HOMES, INC., an Idaho corporation DBA CBH Homes

the grantor, does hereby grant, bargain, sell, and convey unto

CHALLENGER DEVELOPMENT, INC. an Idaho corporation

whose current address is 1977 E. Overland Rd, Meridian, ID 83642

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

In witness whereof, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: April 12, 2016

COREY BARTON HOMES, INC.

By: [Signature]
Corey Barton, President

State of Idaho, County of Ada, ss.

On this 12th day of April in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Adair Koltes
Notary Public
Residing In: Nampa, ID
My Commission Expires: 6-05-16
(seal)



Exhibit
A-2c

EXHIBIT "A"



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

**Arbor Ridge Subdivision
Phase III Boundary Description
Corrected**

31 December 2014

A portion of the southwest quarter of the northeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence S00°19'50"E, 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence S89°56'20"W, 1,015.00 feet along the southerly boundary of the northeast quarter of said Section 14; thence N10°49'45"W, 49.80 feet; thence S80°54'11"W, 75.91 feet; thence S89°56'20"W, 436.11 feet to the **Point of Beginning**:

Thence continuing S89°56'20"W, 586.00 feet;

Thence N00°03'40"W, 108.00 feet;

Thence N09°51'21"E, 50.76 feet;

Thence N00°03'40"W, 100.00 feet;

Thence N31°39'14"E, 82.29 feet;

Thence N00°03'40"W, 72.00 feet;

Thence N19°19'17"W, 163.06 feet;

Thence N00°09'48"W, 228.00 feet;

Thence N04°20'40"E, 50.14 feet;

Thence N00°06'15"E, 100.00 feet;

Thence S89°53'45"E, 140.00 feet;

Thence N58°24'58"E, 66.38 feet;

Thence N28°55'27"E, 57.44 feet;

Thence N58°24'58"E, 150.00 feet to the southerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats Pages 10269 through 12074 Records, Ada County, Idaho;

Arbor Ridge Subdivision Phase III



B & A Engineers, Inc.
 Consulting Engineers & Surveyors
 5505 W. Franklin Rd. Boise, Id. 83705
 Phone. 208-343-3381 Facsimile 208-342-5792

Thence S31°35'02"E, 352.98 feet, continuing along the said southerly boundary of Arbor Ridge Subdivision No. 1;

Thence S43°49'25"W, 51.67 feet;

Thence 220.07 feet along a curve deflecting to the right, having a radius of 400.00 feet, a central angle of 31°31'22", a long chord bearing of S15°49'21"E, and a long chord distance of 217.31 feet;

Thence S00°03'40"E, 389.63 feet;

Thence S25°42'08"E, 55.46 feet;

Thence S00°03'40"E, 108.00 feet to the **Point of Beginning**.

Comprising 12.13 acres more or less





City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, Corey D. Barton, President of CBH Homes, Inc., 1977 E. Overland Rd.
Name Address
Meridian Idaho 83642
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my
permission to B&A Engineers, Inc 5505 W. Franklin Rd. Boise, Id. 83705
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any
claim or liability resulting from any dispute as to the statements contained herein or as to
the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose
of site inspections related to processing said application(s).

Dated this 9th day of November, 2015

[Signature]
Signature

Subscribed and sworn to before me the day and year first above written.

Adair Koltjes
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16



EXAMPLE

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 156.00 52
 BOISE IDAHO 06/26/07 02:06 PM
 DEPUTY Bonnie Oberbillig
 RECORDED - REQUEST OF
 Title One



107090857

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
ARBOR RIDGE SUBDIVISION AND
SILVERDALE SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBOR RIDGE SUBDIVISION AND SILVERDALE SUBDIVISION is made effective as of the 22nd day of June 2007, by Dyver Development LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

Exhibit
 A-2F

4.10 No Hazardous Activities.....7

4.11 Unsightly Articles.....7

4.12 No Temporary Structures.....8

4.13 No Unscreened Boats, Campers and Other Vehicles.....8

4.14 Sewage Disposal Systems.....8

4.15 No Mining or Drilling.....8

4.16 Energy Devices, Outside.....8

4.17 Vehicles.....8

4.18 Animals/Pets.....8

4.19 Landscaping.....9

4.20 Exemption of Grantor.....10

4.21 Commencement of Construction.....10

4.22 Roofing Material. *See Exhibit C*.....10

4.23 Vehicles and Equipment.....10

4.24 Waterway Easements.....11

ARTICLE V: HOMEOWNERS' ASSOCIATION.....11

5.1 Organization of Homeowners' Association.....11

5.2 Membership.....11

5.3 Voting.....11

5.4 Board of Directors and Officers.....12

5.5 Power and Duties of the Association.....12

5.6 Personal Liability.....16

5.7 Budgets and Financial Statements.....17

5.8 Meetings of Association.....17

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES.....17

6.1. Operation and Maintenance.....17

6.2. ACHD Storm Water Drainage System.....18

6.3. ACHD Right to Inspect and Maintain.....18

6.4. ACHD Approval of Amendments.....18

6.5. ACHD Assessment and Lien Rights.....18

6.6. Grading.....18

6.7. Drainage.....18

ARTICLE VII: RIGHTS TO COMMON AREAS.....19

7.1 Use of Common Area.....19

7.2 Designation of Common Area.....19

7.3 Delegation of Right to Use.....19

7.4 Damages.....19

ARTICLE VIII: PRESSURIZED IRRIGATION.....20

8.1 Irrigation District Service.....20

8.2 No Private System.....20

ARTICLE IX: ASSESSMENTS.....20

9.1 Covenant to Pay Assessments.....20

14.1 Term.....31

14.2 Amendment31

14.3 Mortgage Protection32

14.4 Notices32

14.5 Enforcement and Non-Waiver.....32

14.6 Interpretation33

14.7 Successors and Assigns33

14.8 City Park.....33

ARTICLE XV: ANNEXATION34

15.1 Time for Annexation; Land Subject to Annexation.....34

15.2. Procedure for Annexation.....34

November 1, 2016

Owner/Applicant:

Challenger Development, LLC (CBH Homes, Inc)
1977 E. Overland Rd.
Meridian, ID 83642

Representative:

B & A Engineers
David Crawford
5505 W. Franklin Rd.
Boise, ID 83705
208.342.5792
dacrawfod@baengineers.com

RE: Arbor Ridge No. 3; Final Plat Application:

Dear applicant:

On October 31, 2016, Planning and Zoning staff finished reviewing the Final Plat application for Arbor Ridge *Subdivision No. 3*, for completeness. This letter is to advise you that the City will consider the application complete, subject to the recommended changes requested by the City Engineer (enclosed) and fees being paid.

Staff has tentatively scheduled this action to be heard by the Kuna City Council on November 15, 2016. The public meeting will begin at 6:00 pm at City Hall. We encourage a representative to attend the meeting in order to respond to any questions the Council may have.

The City fees for these planning and engineering services are as follows:

Planning and Zoning application fees:

- *Final Plat:* \$600 + \$20/Lot (@ 51 lots) = **\$1,620.00**

Engineering fees:

- *Final Plat:* \$50 + \$5/Lot (@ 51 lots) = **\$305.00**

Total Fees Due for this application: \$1,925.00

The following fees will be required when construction is completed:

- *Subdivision Common Area Landscape Inspection Fee:* \$150
- *Street Light Inspection Fee:* \$35 first inspection; \$20 each additional inspection

-Kuna highly encourages pre-payment of these Design Review and inspection related fees in order to avoid delays at the back-end, as the project winds down when timelines are critical.

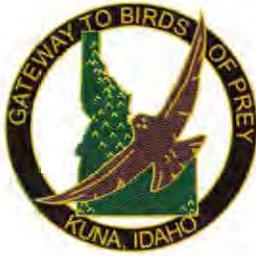
For questions regarding the inspection process, please contact Troy Behunin at 922.5274 or via e-mail: TBehunin@KunaId.gov.

If you have any questions or concerns regarding the Final Plat application, please feel free to contact me directly at 387-7731 or via email: tkesner@kunaid.gov.

Respectfully,

Trevor Kesner,
Planner II
Kuna Planning and Zoning Department

Cc: Wendy Howell, Director of Planning Services



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

7A
16-14-FP (Final Plat)
GORDON N. LAW
CITY ENGINEER
20 of 25

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Trevor Kesner

FROM: Gordon N. Law
Kuna City Engineer

RE: Arbor Ridge Subdivision No. 3
Final Plat Review

DATE: October 31, 2016

The City Engineer has reviewed the first submittal of the Final Plat documents for the referenced project. The following comments are provided to summarize the redline markups prepared in connection with the plat review:

1. Plat Sheet 1 of 3
 - a. Please dimension the width of the side lot easement for Lot 20, Block 5 and Lot 13, Block 11 as indicated in the red lines.
 - b. Please show the side and rear lot easements as one easement.
 - c. Please extend the 10' street frontage easements to the lot or property boundaries. The intent is to show the easement as separate from the side lot easements.
 - d. Please note that there is a pressure irrigation main constructed outside the boundary of the Arbor Ridge No.2 and No. 3 plats. Please provide a temporary easement for the operation and maintenance of this facility which expires upon platting of a proper permanent easement.

2. Plat Sheet 2 of 3
 - a. Plat Note No. 7 should require the concurrent approval of both the City of Kuna and ACHD – not one entity or the other. See the red lines.
 - b. Plat Note No. 8 should provide, in addition to a blanket easement for the Hubbard Beal Drain, a blanket easement for City of Kuna facilities crossing the common lots. See the red lines.
 - c. Plat Note No. 11 should include an easement in Lot 8, Block 5 for placement of a seepage bed.
 - d. Plat Note No. 12 should include easement coverage for water and sewer with the other items noted.
 - e. Plat Note No. 13 should include easement coverage for water and sewer with the other items noted. It should also note that easement width is 10' "unless dimensioned otherwise".

Exhibit

B-2

Page 1 of 2
Arbor Ridge No. 3

- f. Please edit Plat Note No. 15 as indicated in the red lines.

- 3. Plat Sheet 3 of 3
 - a. Please remove the extra “date” from the City Engineer signature line.

- 4. Redlines – Marked up drawings are being returned to you to assist your editing. P&Z may issue separate comments of their own.

Attachment

Cc: Kuna Planning and Zoning Dept.

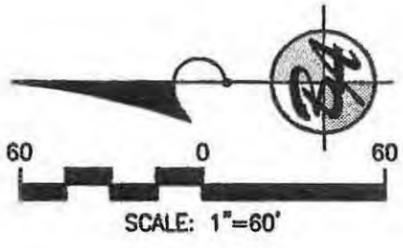
Arbor Ridge Subdivision No. 3

A portion of the southwest quarter of the northeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho.

2016

Basis of Bearing
S00°19'50"E 2,643.85'

N. Linder Rd.



Reference Documents

- Subdivision Plats
- Arbor Ridge Subdivision No. 1
- Mineral Springs Subdivision No. 2
- Gallano Estates Subdivision



Division No. 3

Division 14, Township 2 North,
County, Idaho.

Amendments

2



I need a temp easement for off-side Dr adjacent to be in Arbor 2 & 3

OK EASEMENTS - REMOVE CONNECTING LINES

EXTEND P.U. EASEMENTS TO BOUND (TYP)

Found 5/8 Rebar
East Quarter Corner
CP&F No. 103049698

Southeast corner of Arbor
Ridge Subdivision No. 2

Arbor Ridge
Subdivision No. 2

W. Ardell Rd.
(Future Right-of-Way)

Found 5/8 Rebar
Center Quarter Corner
CP&F No. 107040446

Arbor Ridge

Notes

1. Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
2. All references to Homeowners' Association hereon are to the Arbor Ridge Subdivision No. 3 Homeowners' Association and the owners of the lots, within said subdivision, jointly.
3. Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
4. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Arbor Ridge Subdivision No. 3.
5. Lots shall not be reduced in size without prior approval from the health authority.
6. Lot 10, Block 3 and Lot 8, Block 5 are common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
7. Direct lot access to W. Ardell Road is prohibited unless specifically approved in writing by the Ada County Highway District ~~or~~ the City of Kuna.
8. Lot 10, Block 3 and Lot 8, Block 5 are subject to a blanket easement for the Hubbard Beal Drain for irrigation water delivery and maintenance. *add for City of Kuna water sewer and irrigation*
- ACHD, Kuna & P.U. ? (see map) (PI map)
9. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
10. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
11. Portions of Lot 2, Block 2; Lots 13 and 14, Block 11; and Lots 32, 33, & 34, Block 19; shown or designated as seepage bed easements are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument Number 109053259, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section §40-2302 of Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. *water, sewer, ? Lot 8 Blk 5*
12. A 10-foot wide public utilities, property drainage, and irrigation easement is hereby designated adjoining all public rights-of-ways and the exterior boundary of this subdivision. *water, sewer,*
13. A 10-foot wide utilities, property drainage, and irrigation easement is hereby designated centered on interior lot lines, and adjoining all rear lot lines. *unless dimensioned otherwise*
14. All gravity irrigation easements shown or designated hereon are non-exclusive and are hereby granted to Boise Kuna Irrigation District and their heirs and assigns for irrigation facilities so long as said easements are used for irrigation by the grantee. The Homeowners' Association is hereby designated as having the remainder interest in said easement.
15. 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.
16. This development recognizes Idaho Code Section §22-4503, Right to Farm Act, which states: "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 non-agricultural 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."

Curve Table

Curve	Delta	Radius	Arc	Chord Bearing
C1	31°31'22"	400.00'	220.07'	S15°49'21"E
C2	12°19'28"	400.00'	86.04'	N25°25'18"W
C3	12°26'19"	400.00'	86.84'	N13°02'24"W
C4	6°45'35"	400.00'	47.19'	N3°26'28"W
C5	90°00'00"	55.00'	86.39'	S45°03'40"E
C6	31°31'22"	275.00'	151.30'	N15°49'21"W
C7	20°31'54"	200.00'	71.67'	S71°12'25"W
C8	33°01'18"	125.00'	72.04'	N73°35'36"E
C9	25°14'10"	225.00'	99.10'	S12°46'53"E
C10	21°06'11"	225.00'	82.87'	N14°50'53"W
C11	4°14'07"	425.00'	31.42'	N2°10'44"W
C12	4°14'07"	400.00'	29.57'	N2°10'44"W
C13	4°14'07"	450.00'	33.26'	N2°10'44"W
C14	1°34'29"	450.00'	12.37'	N0°50'55"W
C15	2°39'36"	450.00'	20.89'	N2°57'59"W
C16	21°06'11"	250.00'	92.08'	N14°50'53"W
C17	11°19'10"	250.00'	49.39'	N9°57'22"W
C18	9°47'01"	250.00'	42.69'	N20°30'28"W
C19	21°06'11"	200.00'	73.66'	N14°50'53"W
C20	13°08'59"	200.00'	45.90'	N10°52'17"W
C21	7°57'12"	200.00'	27.76'	N21°25'22"W
C22	25°14'10"	200.00'	88.09'	S12°46'53"E
C23	2°00'07"	200.00'	6.99'	S24°23'55"E
C24	21°53'29"	200.00'	76.42'	S12°27'07"E
C25	1°20'35"	200.00'	4.69'	S0°50'05"E
C26	25°14'10"	250.00'	110.11'	S12°46'53"E
C27	8°15'39"	250.00'	36.05'	S21°16'09"E
C28	14°38'01"	250.00'	63.85'	S9°49'18"E
C29	36°06'11"	100.00'	63.01'	N72°03'09"E
C30	34°18'59"	150.00'	89.84'	N72°56'45"E

Arbor Ridge

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as ARBOR RIDGE SUBDIVISION NO. 3, and that it intends to include the following described land in this plat:

A portion of the southwest quarter of the northeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence S00°19'50"E, 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence S89°56'20"W, 1,015.00 feet along the southerly boundary of the northeast quarter of said Section 14; thence N10°49'45"W, 49.80 feet; thence S80°54'11"W, 75.91 feet; thence S89°56'20"W, 436.11 feet to the Point of Beginning;

Thence continuing S89°56'20"W, 586.00 feet;

Thence N00°03'40"W, 108.00 feet;

Thence N09°51'21"E, 50.76 feet;

Thence N00°03'40"W, 100.00 feet;

Thence N31°39'14"E, 82.29 feet;

Thence N00°03'40"W, 72.00 feet;

Thence N19°19'17"W, 163.06 feet;

Thence N00°09'48"W, 228.00 feet;

Thence N04°20'40"E, 50.14 feet;

Thence N00°06'15"E, 100.00 feet;

Thence S89°53'45"E, 140.00 feet;

Thence N58°24'58"E, 66.38 feet;

Thence N28°55'27"E, 57.44 feet;

Thence N58°24'58"E, 150.00 feet to the southerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats Pages 10269 through 12074 Records, Ada County, Idaho;

Thence S31°35'02"E, 352.98 feet, continuing along the said southerly boundary of Arbor Ridge Subdivision No. 1;

Thence S43°49'25"W, 51.67 feet;

Thence 220.07 feet along a curve deflecting to the right, having a radius of 400.00 feet, a central angle of 31°31'22", a long chord bearing of S15°49'21"E, and a long chord distance of 217.31 feet;

Thence S00°03'40"E, 389.63 feet;

Thence S25°42'08"E, 55.46 feet;

Thence S00°03'40"E, 108.00 feet to the Point of Beginning.

Comprising 12.13 acres more or less

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna; and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

IN WITNESS WHEREOF: I have hereunto set my hand on this _____ day of _____, _____.

Corey D. Barton
Challenger Development, Inc.

Date

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this ____ day of _____, in the year of _____, before me the undersigned, a Notary Public in and for said state, personally appeared Corey D. Barton, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same in said partnership name.

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

Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires

8258' Subst? Arbor 2
Ran in Arbor 2 from the RECORDED PLAT - GREAT MATCH

.8201
.8211
.8258

Closes GREAT .0086

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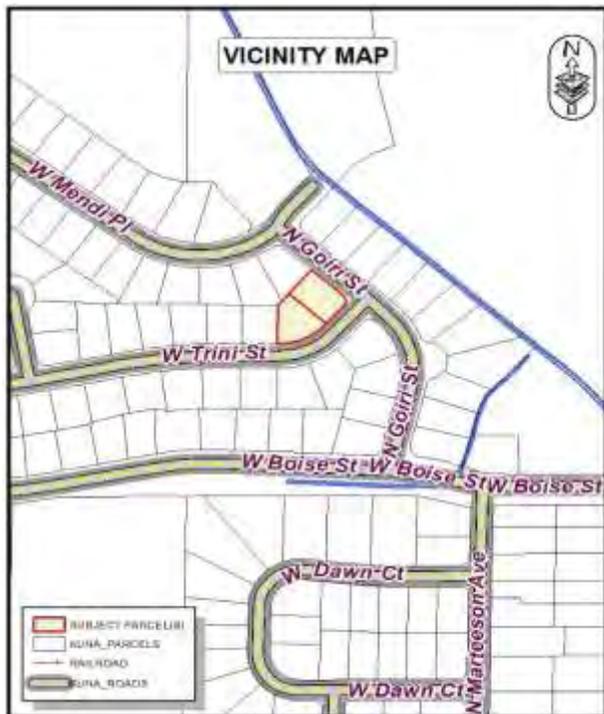
App
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County
approv

Kuna

the encroachments; rather than move the fence to correct the issue, they negotiated an agreement to record a new record of survey to move said property line, eliminating the encroachments.

- The applicants have submitted all necessary documents and materials for review.

C. Vicinity Maps:



D. History:

The two applicants are cooperating property owners who voluntarily wish to correct the issue of encroachments in relation to the existing lot line. Mr. Cronin, who owns 556 W. Trini St. unknowingly, had a fence which was situated on a portion of Mr. Smart’s parcel at 925 N. Goiri St.

E. General Project Facts:

- Comprehensive Plan Designation:** The approved Future Land Use map (FLU) indicates the subject sites are within the *medium density residential* designation. In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the FLU map.

- Surrounding Land Use:**

Direction	Current Zoning
North	R-6 Medium-Low Density Residential – Kuna City
South	R-6 Medium-Low Density Residential – Kuna City
East	R-6 Medium-Low Density Residential – Kuna City
West	R-6 Medium-Low Density Residential – Kuna City

- Parcel Numbers:** : Lot 24 = R1188790125, Lot 25 = 1188790130

- Parcel Sizes and Current Zoning:**

Lot 24: 556 W. Trini Street: Approximately 0.193 acres Zoning: R-6 (Medium density residential)
 Lot 25: 925 N. Giori Street: Approximately 0.198 acres - Zoning: R-6 (Medium density residential)
 Zoning: R-6 (Medium-Low Density Residential) for both parcels

3. **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

4. **Existing Structures, Vegetation and Natural Features:** Both parcels have existing homes on them. Both site's topography is generally flat.
5. **Transportation / Connectivity:** Existing access to Lot 25 is taken from Goiri Street and existing access to Lot 24 is taken from Trini Street. This application proposes no change to the existing access.
6. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflict.

B. Staff Analysis:

Staff views this proposed action to be consistent with the surrounding uses and the approved FLU map designation. Staff forwards a recommendation of *approval* for Case No. 16-04-LLA to the Council.

C. 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.

D. 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 criterion established to determine the potential for property taking.

E. Proposed Decision 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, the City Council of Kuna, Idaho, hereby (approves/denies) Case No. 16-04-LLA, a Lot Line Adjustment request by James Smart and Samuel Cronin; with 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. Applicants and/or Owners shall complete the aforementioned conditions within one (1) year of the City Council's Order of Decision.
2. The applicant shall adhere to all agency and staff recommendations.
3. The applicant shall comply with all federal, state and local laws.

To Whom it May Concern,

Prior to doing some work in our backyard we called dig line to locate water lines. When the man from Kuna public works came out he noticed that by going by the location of our water meters found out that our back fence was encroaching on our neighbors back lot. After discussing the situation with our neighbors, Sam and Christie Cronin it was agreed upon to do a lot adjustment rather than move the fence and sprinkler systems. There is no sizeable amount of land gained or lost to justify tearing up both of our ~~lawns~~ lawns to move fence and sprinkler lines.

James + Corianne
Smart



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

Lot Line Adjustment Checklist

A Lot Line Adjustment request does not require a public hearing, and will be scheduled for a regular City Council meeting as a regular agenda item.

Project name: 16-04-LLA	Applicant: James & Lori Smart
---------------------------------------	---

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
	Completed and signed Commission & Council Review Application.	
	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or reason for the lot line adjustment.	DS
	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	DS
	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	DS
	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	DS
	A sketch showing the proposed lot line adjustment. The sketch shall include the following information: <ul style="list-style-type: none"> ◇ Current lot size including dimensions, square-footage and street frontage. ◇ Proposed new location of the lot line and new dimensions, square-footages and street frontages. ◇ Streets, surrounding land uses, etc. ◇ Existing and proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc, if applicable. 	NS

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a hearing date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

EXHIBIT A

Lot 25, Block 2, Butler Sunview Estates No. 2, according to the plat thereof, filed in Book 36 of Plats at page(s) 3080-3081, and amended by an Affidavit recorded July 2, 1975 as Instrument No. 7517941, records of Ada County, Idaho.

After Recording Return To:
IDAHO FIRST BANK
250 S 5TH ST STE 800
BOISE, IDAHO 83702
Loan Number: 11705605

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1005102-1170560500-8

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "**Security Instrument**" means this document, which is dated JULY 15, 2015, together with all Riders to this document.

(B) "**Borrower**" is SAMUEL LEVI CRONIN AND CHRISTIE LYNN CRONIN, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "**Lender**" is IDAHO FIRST BANK

Lender is a IDAHO CORPORATION organized and existing under the laws of IDAHO
Lender's address is 250 S 5TH ST STE 800, BOISE, IDAHO 83702

(D) "**Trustee**" is ALLIANCE TITLE AND ESCROW CORP
9288 W EMERALD ST, STE 102, BOISE, IDAHO 83704

(E) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "**Note**" means the promissory note signed by Borrower and dated JULY 15, 2015. The Note states that Borrower owes Lender ONE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED NINETY AND 00/100 Dollars (U.S. \$ 132,890.00) plus interest.



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)	16-04-LLA
Project name	Smart LLA
Date Received	10-4-16
Date Accepted/ Complete	
Cross Reference Files	—
Commission Hearing Date	—
City Council Hearing Date	

Type of Review (check all that apply):

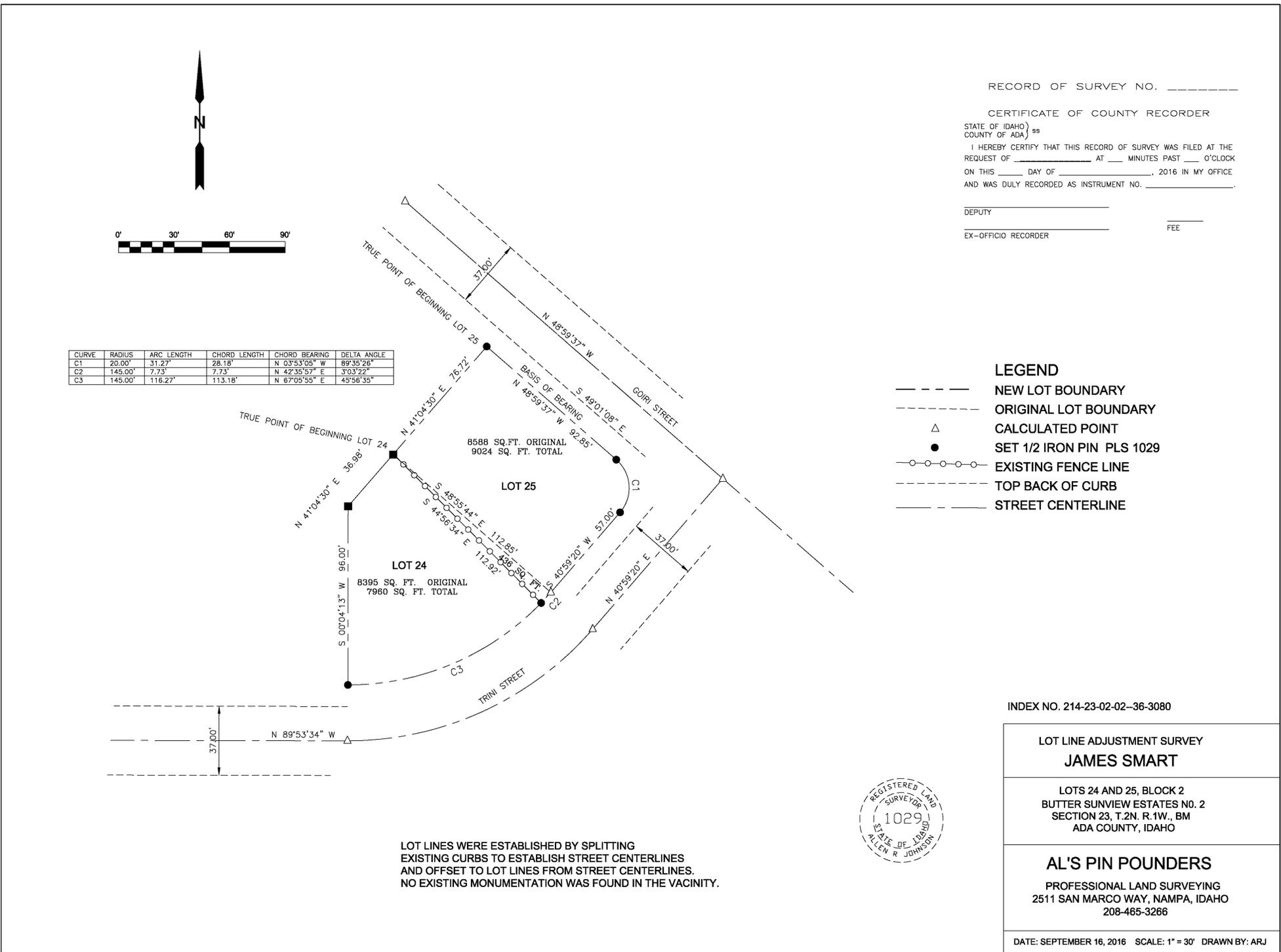
- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

Contact/Applicant Information

Owners of Record: <u>James Lori Smart</u>	Phone Number: <u>208-870-8099</u>
Address: <u>925 Giori St</u>	E-Mail: <u>KavemanRL6@AOL.com</u>
City, State, Zip: <u>Kuna Idaho 83634</u>	Fax #: _____
Applicant (Developer): <u>Same</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>925 Giori St Kuna, ID 83634</u>
Site Location (Cross Streets): <u>Trini + Mendi</u>
Parcel Number (s): <u>R1188790130</u> <u>2N 11W 23</u>
Section, Township, Range: <u>Lot 25 Bk 2</u> <u>Butler Sunviews Estates</u>
Property size : <u>.198</u>
Current land use: <u>Residential</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>R-6</u>



RECORD OF SURVEY NO. _____

CERTIFICATE OF COUNTY RECORDER
STATE OF IDAHO)
COUNTY OF ADA) ss
I HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS FILED AT THE
REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK
ON THIS _____ DAY OF _____, 2016 IN MY OFFICE
AND WAS DULY RECORDED AS INSTRUMENT NO. _____

DEPUTY _____ FEE _____
EX-OFFICIO RECORDER

- LEGEND**
- NEW LOT BOUNDARY
 - - - ORIGINAL LOT BOUNDARY
 - △ CALCULATED POINT
 - SET 1/2 IRON PIN PLS 1029
 - EXISTING FENCE LINE
 - - - TOP BACK OF CURB
 - STREET CENTERLINE

INDEX NO. 214-23-02-02-36-3080

<p>LOT LINE ADJUSTMENT SURVEY JAMES SMART</p>
<p>LOTS 24 AND 25, BLOCK 2 BUTTER SUNVIEW ESTATES NO. 2 SECTION 23, T.2N. R.1W., BM ADA COUNTY, IDAHO</p>
<p>AL'S PIN POUNDERS PROFESSIONAL LAND SURVEYING 2511 SAN MARCO WAY, NAMPA, IDAHO 208-465-3266</p>
<p>DATE: SEPTEMBER 16, 2016 SCALE: 1" = 30' DRAWN BY: ARJ</p>



LOT LINES WERE ESTABLISHED BY SPLITTING
EXISTING CURBS TO ESTABLISH STREET CENTERLINES
AND OFFSET TO LOT LINES FROM STREET CENTERLINES.
NO EXISTING MONUMENTATION WAS FOUND IN THE VACINITY.

LEGAL DESCRIPTION

FOR

JAMES SMART

LOT 25 REVISED

Beginning at the Northwest corner of Lot 25, Block 2, Butter Sunview Estates No. 2 as recorded in Ada County, Idaho, Said point being The TRUE POINT OF BEGINNING;

Thence South $48^{\circ}59'37''$ East for a distance of 92.85 feet to an Iron Pin;

Thence along a 20 foot radius curve to the right having a Chord Bearing of South $03^{\circ}53'05''$ East and a Chord Length of 28.18 feet for a distance of 31.27 feet to an Iron Pin;

Thence South $40^{\circ}59'20''$ West for a distance of 57.00 feet to a point marking the original Southeast Corner of Said Lot 25;

Thence along a 145 foot radius curve to the right having a Chord Bearing of South $42^{\circ}35'57''$ West and a Chord Length of 7.73 feet for a distance of 7.73 feet to an Iron Pin;

Thence North $44^{\circ}56'34''$ West along an existing fence for a distance of 112.92 feet to a point occupied by a corner fence post;

Thence North $41^{\circ}04'30''$ East for a distance of 76.72 feet to the TRUE POINT OF BEGINNING, comprising 9024 Sq. Ft., more or less.

Prepared by

Allen R Johnson, P.L.S.

Professional Land Surveyor



LEGAL DESCRIPTION
FOR
JAMES SMART
LOT 24 REVISED

Beginning at the Northwest corner of Lot 24, Block 2, Butter Sunview Estates No. 2 as recorded in Ada County, Idaho, Said point being The TRUE POINT OF BEGINNING;

Thence South $44^{\circ}56'34''$ East along an existing fence line for a distance of 112.92 feet to an Iron Pin;

Thence along a non-tangent 145 foot radius curve to the right having a Chord Bearing of South $67^{\circ}05'55''$ West and a Chord Length of 113.18 feet for a distance of 116.27 feet to an Iron Pin;

Thence North $00^{\circ}04'13''$ West for a distance of 96.00 feet to a point occupied by a fence corner post;

Thence North $41^{\circ}04'30''$ East for a distance of 36.98 feet to the TRUE POINT OF BEGINNING, comprising 7960 Sq. Ft., more or less.

Prepared by

Allen R Johnson, P.L.S.

Professional Land Surveyor



Project Description

Project / subdivision name: Butler Sunview Estates

General description of proposed project / request: lot line adjustment between two existing homes.

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: Homes

Any existing buildings to remain? Yes No

Number of residential units: 2 Number of building lots: 2

Number of common and/or other lots: 0

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): NA

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: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

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

Applicant's Signature: _____ Date: _____

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2045

(G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ADA

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 24 IN BLOCK 2 OF BUTLER SUNVIEW ESTATES NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 36 OF PLATS AT PAGE(S) 3080, AND AMENDED BY AN AFFIDAVIT RECORDED JULY 2, 1975, AS INSTRUMENT NO. 7517941, OFFICIAL RECORDS OF ADA COUNTY, IDAHO. A.P.N.: R1188790125

which currently has the address of

556 TRINI ST
[Street]

KUNA
[City]

, Idaho 83634 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not

encroachments; rather than move the fence to correct the issue, they negotiated an agreement to record a new record of survey to move said property line, eliminating the encroachments.

- The applicants have submitted all necessary documents and materials for review.

C. Vicinity Maps:



D. History:

The two applicants are cooperating property owners who voluntarily wish to correct the issue of encroachments in relation to the existing lot line. Mr. Cronin, who owns 556 W. Trini St. unknowingly, had a fence which was situated on a portion of Mr. Smart’s parcel at 925 N. Goiri St.

E. General Project Facts:

- Comprehensive Plan Designation:** The approved Future Land Use map (FLU) indicates the subject sites are within the *medium density residential* designation. In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the FLU map.

- Surrounding Land Use:**

Direction	Current Zoning	
North	R-6	Medium-Low Density Residential – Kuna City
South	R-6	Medium-Low Density Residential – Kuna City
East	R-6	Medium-Low Density Residential – Kuna City
West	R-6	Medium-Low Density Residential – Kuna City

- Parcel Numbers:** : Lot 24 = R1188790125, Lot 25 = 1188790130

- Parcel Sizes and Current Zoning:**

Lot 24: 556 W. Trini Street: Approximately 0.193 acres Zoning: R-6 (Medium density residential)

Lot 25: 925 N. Giori Street: Approximately 0.198 acres - Zoning: R-6 (Medium density residential)

Zoning: R-6 (Medium-Low Density Residential) for both parcels

3. **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

4. **Existing Structures, Vegetation and Natural Features:** Both parcels have existing homes on them. Both site's topography is generally flat.
5. **Transportation / Connectivity:** Existing access to Lot 25 is taken from Goiri Street and existing access to Lot 24 is taken from Trini Street. This application proposes no change to the existing access.
6. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflict.

B. **Staff Analysis:**

Staff views this proposed action to be consistent with the surrounding uses and the approved FLU map designation. Staff forwards a recommendation of *approval* for Case No. 16-04-LLA to the Council.

C. **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.

D. **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 criterion established to determine the potential for property taking.

E. **Proposed Decision 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, the City Council of Kuna, Idaho, hereby (approves/denies) Case No. 16-04-LLA, a Lot Line Adjustment request by James Smart and Samuel Cronin; with 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. Applicants and/or Owners shall complete the aforementioned conditions within one (1) year of the City Council's Order of Decision.
2. The applicant shall adhere to all agency and staff recommendations.
3. The applicant shall comply with all federal, state and local laws.



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

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council
FROM: Gordon N. Law
Kuna City Engineer
RE: Lake Hazel Sewer Main Project
Approval of Bid Results
DATE: November 29, 2016

REQUEST: Approve Resolution for Award of Bid

On November 9, 2016, bids were opened for the construction of sewer mains in S. Ten Mile Road and W. Lake Hazel Road. The results of the bidding are as follows:

- | | |
|-------------------------------|--------------|
| 1. Thueson Construction, Inc. | \$615,267.00 |
| 2. Blue Sky Construction | \$673,357.85 |
| 3. Granite Excavation, Inc. | \$681,159.94 |
| 4. Knife River Corp Northwest | \$741,112.10 |

The apparent low bid at the bid opening was Thueson Construction, Inc. in the amount of \$615,267.50. All submitted bids were responsive to the Invitation to Bid. The bid amount exceeds available budgeted funds and the scope of the project is proposed to be reduced to not exceed available funds. **It is recommended the low bidder is awarded a contract for the reduced scope of work.** A resolution is attached, which if approved, will adopt the recommendation.

The reduced scope of work is accomplished by reducing the amount of pipe constructed. The reduced scope, however, necessitates a change in some unit prices, and a change order is attached to accomplish the change. With the reduction, the project budget is as follows:

- | | |
|------------------------------------|------------------|
| 1. Design and construction support | \$ 24,000.00 |
| 2. Lake Hazel Sewer Project | \$440,433.00 |
| 3. Upsizing Memory Lift Station | \$200,000.00 |
| 4. Memory Lift Station Electrical | \$ 60,000.00 |
| 5. Reserve | \$ 55,567.00 |
| TOTAL | \$780,000 |

Available Funds

The project is budgeted primarily from the Sewer Fund. However there are two items which are not sewer related: one a sleeve for a water crossing of Mason Creek and the other a sleeve for a PI crossing of Mason Creek. These items are bundled with the sewer project so that multiple mobilization costs are not incurred. It is recommended both unrelated items are funded from their respective benefitted Enterprise Funds. Available budgeted funds for this project are summarized as follows:

1. Lake Hazel Project	\$700,000
2. Water Fund (Contingency Account)	\$ 40,000
3. Irrigation Fund (Contingency Account)	\$ 40,000
TOTAL AVAILABLE	\$780,000

- Attachments: Resolution
Abstract of Bids
Bid Results at Opening

RESOLUTION NO. R88-2016

RESOLUTION AWARING BID FOR THE LAKE HAZEL SEWER MAIN PROJECT TO THUESON CONSTRUCTION, INC. IN THE ADJUSTED AMOUNT OF \$440,432.63; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND, WATER FUND AND IRRIGATION FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

WHEREAS, City of Kuna, Idaho has received bids for the Lake Hazel Sewer Main Project; and

WHEREAS, the apparent low bidder for said Project is THUESON CONSTRUCTION, INC.; and

WHEREAS, the bid submitted by THUESON CONSTRUCTION, INC. is responsive to the bid requirements; and

WHEREAS, the original scope of work and amount of bid exceeds available budgeted funds for said Lake Hazel Sewer Main Project; and

WHEREAS, City of Kuna and THUESON CONSTRUCTION, INC. have negotiated a reduced scope of work with certain changes in unit prices acceptable to both parties:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of bid to THUESON CONSTRUCTION, INC. based on a negotiated reduced scope of work with certain changes in unit prices resulting in an adjusted bid amount of four hundred forty thousand four hundred thirty-two dollars and sixty-three cents (\$440,432.63) for the project;

BE IT FURTHER RESOLVED that Mayor and Council directs the expenditure of available funds from the Sewer Fund Capital Account, up to forty thousand dollars (\$40,000) from the Water Fund Contingency Account and up to forty thousand dollars (\$40,000) from the Irrigation Fund Contingency Account for said project; and

BE IT FURTHER RESOLVED that the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said bidder for the Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and directs that copies of signed bids of successful bidder, abstract of original bid, abstract of adjusted bid and form of contract are attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Bid Form

Article 1 – Bid Recipient

- 1.01 This Bid is submitted to:
City of Kuna
6950 S. Ten Mile Rd.
Meridian, ID 83642
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Article 2 – Bidder’s Acknowledgements

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Article 3 – Bidder’s Representations

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>11/5/16</u>
<u>2</u>	<u>11/7/16</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by

Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Article 4 – Bidder's Certification

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 5 – Basis of Bid

5.01 Bidder will complete the work in accordance with the Contract Documents for the price(s):

Base Bid Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	2,150	LF	\$ 1	\$ 2,150
307.4.1.F.1	Type "P" Asphalt Repair	2,260	LF	\$ 35 ³⁰	\$ 79,778
308.4.1.A.1	Boring and Jacking	285	LF	\$ 559	\$ 159,315
501.4.1.B.1	18" ASTM D-3034 PVC Sewer Pipe	435	LF	\$ 159	\$ 69,165
501.4.1.B.1	15" ASTM D-3034 PVC Sewer Pipe	296	LF	\$ 142	\$ 42,032
501.4.1.B.1	12" ASTM D-3034 PVC Sewer Pipe	1,475	LF	\$ 132	\$ 194,700
504.4.1.A.1	4" PVC Sewer Service Lines (2)	85	LF	\$ 44	\$ 3,740
501.4.1.C.1	CCTV Inspection	2,210	LF	\$ 160	\$ 3,536
502.4.1.A.1	Install New Type "A" Sanitary Sewer Manhole	8	EA	\$ 3,195	\$ 25,560
502.4.1.F.1	Connect New Sewer Main to Existing Sewer Manhole	1	EA	\$ 2,195	\$ 2,195
507.4.1.C.3	Sewer Main Trench Excavation (Non-Asphalt Surfacing)	2,150	LF	\$ 0	\$ 0
507.4.1.C.3	Sewer Main Trench Excavation (Asphalt Surfacing)	2,260	LF	\$ 0	\$ 0
507.4.1.C.3	Sewer Service Trench Excavation	85	LF	\$ 0	\$ 0
1001.4.1.A.1	Sediment Control	1	LS	\$ 5,397	\$ 5,397
SP-2 (00820-1)	Traffic Control	1	LS	\$ 10,379	\$ 10,379
SP-3 (00820-1)	Mobilization	1	LS	\$ 7,450	\$ 7,450
SP-4 (00820-1)	Backfill Compaction Testing	1	LS	\$ 4,670	\$ 4,670
SP-5 (00820-2)	Rock Excavation	1,790	CY	\$ 0	\$ 0
SP-6 (00820-2)	Report of Idaho Licensed Professional Land Surveyor	1	LS	\$ 5,200	\$ 5,200

Total of All Unit Prices – Base Bid Schedule (\$ 615,267⁰⁰)

(Use Figures)

SIX HUNDRED AND FIFTEEN THOUSAND, TWO SIXTY SEVEN
(Use Words)

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

See prior page

Article 5 – Basis of Bid

5.01 Bidder will complete the work in accordance with the Contract Documents for the price(s):

Base Bid Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	2,150	LF	\$	\$
307.4.1.F.1	Type "P" Asphalt Repair	2,260	LF	\$	\$
1104.4.1.A.1	Pavement Line Paint (Fog Line and Stop Bar)	730	SF	\$	\$
308.4.1.A.1	Boring and Jacking	285	LF	\$	\$
501.4.1.B.1	18" ASTM D-3034 PVC Sewer Pipe	435	LF	\$	\$
501.4.1.B.1	15" ASTM D-3034 PVC Sewer Pipe	625	LF	\$	\$
501.4.1.B.1	12" ASTM D-3034 PVC Sewer Pipe	1,145	LF	\$	\$
501.4.1.C.1	CCTV Inspection	2,205	LF	\$	\$
502.4.1.A.1	Install New Type "A" Sanitary Sewer Manhole	8	EA	\$	\$
502.4.1.F.1	Connect New Sewer Main to Existing Sewer Manhole	1	EA	\$	\$
507.4.1.C.3	Sewer Main Trench Excavation	2,260	LF	\$	\$
1001.4.1.A.1	Sediment Control	1	LS	\$	\$
SP-2 (00820-1)	Traffic Control	1	LS	\$	\$
SP-3 (00820-1)	Mobilization (10% or less, of bid)	1	LS	\$	\$
SP-4 (00820-1)	Backfill Compaction Testing	1	LS	\$	\$
SP-5 (00820-2)	Rock Excavation	1,820	CY	\$	\$
SP-6 (00820-2)	Report of Idaho Licensed Professional Land Surveyor	1	LS	\$	\$
Sp-7 (00820-2)	Temporary Type "P" Asphalt Repair and Pavement Line Paint	2,260	LF	\$	\$

Total of All Unit Prices – Base Bid Schedule (\$ _____)
(Use Figures)

(Use Words)

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Article 6 – Time of Completion

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho Residents.

Article 7 – Attachments to this Bid

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of Bid Bond, Certified Check, Cash, or Cashier's Check;
 - B. Naming of Subcontractors Form, Document 00440;
 - C. Evidence of authority to sign the Bid;
 - D. Evidence of authority to do business in the State of Idaho;
 - E. State of Idaho Public Works Construction License No. 15062-U-4; and
 - F. All signed Addenda.

DB

Article 8 – Defined Terms

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

A Corporation

Corporation Name: Thurson Construction Inc (SEAL)

State of Incorporation: Idaho
Type (General Business, Professional, Service, Limited Liability): _____

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Larve Thurson

Title: President
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is 9/5/01.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: N/A (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address THUESON CONSTRUCTION, INC.

455 S. KINGS RD. - NAMPA, ID 83687

Phone No. 208-466-2503 Fax No. 28-466-3658

E-mail dan@tcid.com

SUBMITTED on 11/9, 2016.

Idaho Public Works Contractor License No. 15062-U-4

Agreement
Between Owner and Contractor For
Construction Contract (Stipulated Price)

THIS AGREEMENT is by and
between _____ City of Kuna _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

Article 1 – Work

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project generally consists of the construction of approximately 435 linear feet of eighteen (18) inch, 300 linear feet of fifteen (15) inch, and 1,475 linear feet of twelve (12) inch PVC gravity sewer pipe, including any appurtenances and connection to existing piping; installation of ten (8) new manholes, directional boring for installation of gravity sewer pipe and a total of 6 18” PVC conduits under two separate Mason Creek crossings, and earthen gravel, sod, and asphalt repair.

Article 2 – The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Kuna Ten Mile & Lake Hazel Sewer Main 2016 Project

Article 3 – Engineer

3.01 The Design Engineer is B&A Engineers, Inc., 5505 W. Franklin Rd., Boise, Idaho 83705. The Construction Project Engineer is the City of Kuna, Public Works Department, hereinafter called Engineer, and who is to act as the Owner’s representative, assume all duties and responsibilities, and have the rights and authorities assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4 – Contract Times

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 75 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by

Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

Article 5 – Contract Price

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
(See Attached Unit Price Schedule)					

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

Article 6 – Payment Procedures

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 70 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

Article 7 – Interest

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of five (5) percent per annum.

Article 8 – Contractor's Representations

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- L. The Contractor will submit within 30 days of the dated of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

Article 9 – Contract Documents

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. General Conditions (pages 1 to 56, inclusive).
 5. Special Provisions as listed in the table of contents of the Project manual.
 6. Drawings consisting of eight (8) sheets with each sheet bearing the following general title: Ten Mile & Lake Hazel Sewer Main 2016 Project.
 7. Standard Specifications and Standard Drawings – 2015 Edition of the Idaho Standards for Public Works Construction (not attached).
 8. Addenda (numbers ____ to ____, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - Contractor's Bid.
 - Documentation submitted by Contractor prior to Notice of Award.
 - Notice of Award (pages 1 to 1 inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are not Contract Documents other than those listed above this in Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

Article 10 – Miscellaneous

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner:

Contractor:

City of Kuna _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Idaho Public Works
Contractors License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

CITY OF KUNA

**PO BOX 13 KUNA, ID 83643 * 763 AVALON * PH. 208.922.5546 * FAX 208.922.5989 *
JMARSH@KUNAID.GOV**

TO: MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL
FROM: John Marsh – Kuna City Treasurer
SUBJECT: HEALTH, DENTAL, VISION, LIFE/AD&D POLICY RENEWALS
DATE: 12/2/2016

SUMMARY DISCUSSION

The City has received policy renewal rates for the employer-sponsored health, dental, vision, and life/AD&D policies for the upcoming policy year. My goal here is to introduce you to the new rates proposed, how they compare to prior year, and to discuss other related items.

HEALTH INSURANCE:

Current Carrier: Select Health

Plan Type: Dual option (traditional PPO/HSA)

Rate Determination: Provided by carrier as age banded, converted internally to a composite rate.

Discussion Items: Consideration to add “domestic partners” to the plan.

<u>OVERALL COMPOSITE RATES/MONTH</u>						
	<u>PPO OPTION</u>		<u>HSA OPTION</u>		<u>CITY HSA CONTRIBUTION</u>	
	<u>CY</u>	<u>PY</u>	<u>CY</u>	<u>PY</u>	<u>CY</u>	<u>PY</u>
<i>EMPLOYEE</i>	<i>\$492.05</i>	<i>\$441.50</i>	<i>\$404.24</i>	<i>\$378.80</i>	<i>\$87.81</i>	<i>\$62.70</i>
<i>COST TO EMPLOYER</i>	<i>\$492.05</i>	<i>\$441.50</i>	<i>\$404.24</i>	<i>\$378.80</i>	<i>\$87.87</i>	<i>\$62.70</i>
<i>COST TO EMPLOYEE</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>voluntary</i>	<i>voluntary</i>
<i>EMPLOYEE + CHILD</i>	<i>\$963.21</i>	<i>\$838.80</i>	<i>\$791.74</i>	<i>\$719.70</i>	<i>\$129.64</i>	<i>\$90.90</i>
<i>COST TO EMPLOYER</i>	<i>\$727.63</i>	<i>\$640.15</i>	<i>\$597.99</i>	<i>\$549.25</i>	<i>\$129.64</i>	<i>\$90.90</i>
<i>COST TO EMPLOYEE</i>	<i>\$235.58</i>	<i>\$198.65</i>	<i>\$193.75</i>	<i>\$170.45</i>	<i>voluntary</i>	<i>voluntary</i>
<i>EMPLOYEE+ CHILDREN</i>	<i>\$963.21</i>	<i>\$838.80</i>	<i>\$791.74</i>	<i>\$719.70</i>	<i>\$129.64</i>	<i>\$90.90</i>

<i>COST TO EMPLOYER</i>	\$727.63	\$640.15	\$597.99	\$549.25	\$129.64	\$90.90
<i>COST TO EMPLOYEE</i>	\$235.58	\$198.65	\$193.75	\$170.45	voluntary	voluntary
<i>EMPLOYEE + SPOUSE</i>	\$977.60	\$883.00	\$803.13	\$757.60	\$131.14	\$94.05
<i>COST TO EMPLOYER</i>	\$734.83	\$662.25	\$691.49	\$630.90	\$131.14	\$94.05
<i>COST TO EMPLOYEE</i>	\$242.78	\$220.75	\$199.44	\$189.40	voluntary	voluntary
<i>EMPLOYEE + FAMILY</i>	\$1,448.77	\$1,280.30	\$1,190.63	\$1,098.50	\$172.98	\$122.25
<i>COST TO EMPLOYER</i>	\$970.41	\$860.90	\$885.24	\$801.35	\$172.98	\$122.25
<i>COST TO EMPLOYEE</i>	\$478.36	\$419.40	\$393.19	\$359.85	voluntary	voluntary

DENTAL INSURANCE:

Current Carrier: Delta Dental

Plan Type: Standard PPO/Premiere

Rate Determination: Provided by carrier as composite.

Discussion Items: Consideration to add “domestic partners” to the plan.

<u>OVERALL COMPOSITE RATES/MONTH</u>		
	<u>CY</u>	<u>PY</u>
<i>EMPLOYEE</i>	\$39.63	\$38.85
<i>COST TO EMPLOYER</i>	\$39.63	\$38.85
<i>COST TO EMPLOYEE</i>	\$0	\$0
<i>EMPLOYEE + CHILD</i>	\$73.51	\$72.07
<i>COST TO EMPLOYER</i>	\$56.57	\$38.85
<i>COST TO EMPLOYEE</i>	\$16.94	\$33.22
<i>EMPLOYEE+ CHILDREN</i>	\$92.75	\$90.93
<i>COST TO EMPLOYER</i>	\$66.19	\$38.85

<i>COST TO EMPLOYEE</i>	<i>\$26.56</i>	<i>\$52.08</i>
<i>EMPLOYEE + SPOUSE</i>	<i>\$79.25</i>	<i>\$77.71</i>
<i>COST TO EMPLOYER</i>	<i>\$59.44</i>	<i>\$38.85</i>
<i>COST TO EMPLOYEE</i>	<i>\$19.81</i>	<i>\$38.86</i>
<i>EMPLOYEE + FAMILY</i>	<i>\$124.62</i>	<i>\$122.17</i>
<i>COST TO EMPLOYER</i>	<i>\$82.13</i>	<i>\$38.86</i>
<i>COST TO EMPLOYEE</i>	<i>\$42.50</i>	<i>\$83.32</i>

VISION INSURANCE:

Current Carrier: VSP/United Heritage

Plan Type: Standard VSP Choice

Rate Determination: Provided by carrier as composite.

Discussion Items: Consideration to add “domestic partners” to the plan.

<i>OVERALL COMPOSITE RATES/MONTH</i>		
	<i>CY</i>	<i>PY</i>
<i>EMPLOYEE</i>	<i>\$6.06</i>	<i>\$6.06</i>
<i>COST TO EMPLOYER</i>	<i>\$6.06</i>	<i>\$6.06</i>
<i>COST TO EMPLOYEE</i>	<i>\$0</i>	<i>\$0</i>
<i>EMPLOYEE + CHILD</i>	<i>\$12.13</i>	<i>\$12.13</i>
<i>COST TO EMPLOYER</i>	<i>\$9.10</i>	<i>\$6.06</i>
<i>COST TO EMPLOYEE</i>	<i>\$3.04</i>	<i>\$6.07</i>
<i>EMPLOYEE+ CHILDREN</i>	<i>\$13.00</i>	<i>\$13.00</i>
<i>COST TO EMPLOYER</i>	<i>\$9.53</i>	<i>\$6.06</i>
<i>COST TO EMPLOYEE</i>	<i>\$3.47</i>	<i>\$3.47</i>

<i>EMPLOYEE + SPOUSE</i>	<i>\$12.13</i>	<i>\$12.13</i>
<i>COST TO EMPLOYER</i>	<i>\$9.10</i>	<i>\$6.06</i>
<i>COST TO EMPLOYEE</i>	<i>\$3.04</i>	<i>\$6.07</i>
<i>EMPLOYEE + FAMILY</i>	<i>\$20.74</i>	<i>\$20.74</i>
<i>COST TO EMPLOYER</i>	<i>\$13.40</i>	<i>\$6.06</i>
<i>COST TO EMPLOYEE</i>	<i>\$7.34</i>	<i>\$14.68</i>

LIFE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE:

Current Carrier: United Heritage
 Plan Type: Group Life. \$10,000 policy
 Rate Determination: Provided by carrier:

<i>OVERALL COMPOSITE RATES/MONTH</i>	<i>CY</i>	<i>PY</i>
<i>EMPLOYEE LIFE: \$.25 PER \$1,000 OF COVERAGE</i>	<i>\$2.50</i>	<i>\$2.50</i>
<i>AD&D: \$.03 PER \$1,000 OF COVERAGE</i>	<i>\$.30</i>	<i>\$.30</i>
<i>COST TO EMPLOYER</i>	<i>\$2.80</i>	<i>\$2.80</i>
<i>COST TO EMPLOYEE</i>	<i>\$0</i>	<i>\$0</i>

Thank You,

John Marsh
 Kuna City Treasurer

CITY OF KUNA
PO BOX 13 KUNA, ID 83643 * 763 AVALON * PH. 208.922.5546 * FAX 208.922.5989 *
JMARSH@KUNAID.GOV

TO: MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL
FROM: John Marsh – Kuna City Treasurer
SUBJECT: **R97-2016 REQUEST FOR ADDITIONAL SANITATION RATES**
DATE: 12/2/2016

SUMMARY DISCUSSION

Resolution R97-2016 consists of the existing sanitation fee schedule with the addition of three new services requested to be added by the City's sanitation contractor, J&M Sanitation.

Those three new services requested are highlighted in yellow on the attached resolution, and they are as follows:

Commercial:

4 Yard Dumpster – 1x Per Week Pickup: \$137.60
4 Yard Dumpster – 2x Per Week Pickup: \$215.48
4 Yard Dumpster – 3x Per Week Pickup: \$297.20

STAFF RECOMMENDATION: Approval of R97-2016.

Thank You,

John Marsh
Kuna City Treasurer

**CITY OF KUNA, IDAHO
ADOPTION OF SANITATION FEE SCHEDULE
RESOLUTION NO. R97-2016**

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE FOLLOWING FEE SCHEDULE WITH J&M SANITATION, INC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho do hereby adopt the following fee schedule with J&M Sanitation, Inc.

RESIDENTIAL

	Current Rate/Month	Proposed Rate/Month
Regular 1 - 95 gal trash cart	\$20.33	\$20.63
Regular 2 - 95 gal trash carts	\$22.52	\$22.86
Regular 3 - 95 gal trash carts	\$24.71	\$25.08
Regular 4 - 95 gal trash carts	\$26.94	\$27.34
Regular 5 - 95 gal trash carts	\$29.08	\$29.52
Regular 6 - 95 gal trash carts	\$31.31	\$31.78
Senior Citizen 1 - 95 gal trash cart	\$15.45	\$15.68
Senior Citizen 2 - 95 gal trash carts	\$17.69	\$17.96
Senior Citizen 3 - 95 gal trash carts	\$19.83	\$20.13
Carry Out/Drive-in 1 - 95 gal trash cart	\$26.43	\$26.83
Carry out/drive-in 2 - 95 gal trash cart	\$28.67	\$29.10
Carry out/drive-in 3 - 95 gal trash cart	\$30.86	\$31.32

COMMERCIAL

	Current Rate/Month	Proposed Rate/Month
Commercial 1 - 95 gal trash cart	\$26.33	\$26.72
Commercial 2 - 95 gal trash carts	\$28.57	\$29.00
Commercial 3 - 95 gal trash carts	\$30.70	\$31.16
Commercial 4 - 95 gal trash carts	\$32.94	\$33.43
Dumpster (permanent) 1x/week		
3 Yard	\$101.67	\$103.20
4 Yard	\$0.00	\$137.60
6 Yard	\$159.22	\$161.61
8 Yard	\$219.61	\$222.90
Dumpster(permanent) 2x/week		
3 Yard	\$159.22	\$161.61
4 Yard	\$0.00	\$215.48

	6 Yard	\$318.23	\$323.00
	8 Yard	\$378.82	\$384.50
Dumpster (permanent) 3x/week			
	3 Yard	\$219.61	\$222.90
	4 Yard	\$0.00	\$297.20
	6 Yard	\$439.21	\$445.80
	8 Yard	\$499.20	\$506.69
Dumpster (permanent) 4x/week			
	8 Yard	\$625.27	\$634.65
Dumpster (temporary)			
	Delivery Fee	\$39.65	\$40.24
	Monthly Rental	\$24.65	\$25.02
	Pickup Fee	\$42.70	\$43.34
Compactor 1x/week			
	4 Yard	\$422.95	\$429.29
	6 Yard	\$603.92	\$612.98
Compactor 2x/week			
	4 Yard	\$841.10	\$853.72
	6 Yard	\$1,202.35	\$1,220.39
Other Commercial			
	Commercial 2 – 95 gal trash carts 2x/week	\$57.14	\$58.00
	KSD school dumpster: > 5 dumpsters	\$6,031.75	\$6,122.23
	Commercial 3 yard every other week	\$81.34	\$82.56
	Commercial dumpster 2 ea. 3 yrd. 3 x week: 9 owners (White Barn)	\$48.80	\$49.53
	Commercial 3 yrd. split 1 x week: 2 owners	\$50.84	\$51.60
	Commercial 3 yrd. split 2 x week: 2 owners	\$78.30	\$79.47
	Commercial 8 yrd. 1 x week: 6 owners (Art Ct.)	\$36.60	\$37.15
	Commercial 6 yrd. 2 x week: 2 owners	\$53.07	\$53.87

MISCELLANEOUS

	Current Rate/Month	Proposed Rate/Month
Excess pick up (general household)	Varies by volume	Varies by volume
Temporary dumpster delivery	\$39.65	\$40.24
Temporary dumpster rent	\$24.65	\$25.02
Temporary dumpster pick up	\$42.70	\$43.34
Large Freon (annual clean-up event only)	\$10.17	\$10.32
Large non- Freon (large item or refrigerator w/no Freon)	\$11.18	\$11.35
Lid lock installation (one-time fee)	\$50.84	\$51.60

Effective with the utility billing which occurs on or about January 1, 2017.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA

**PO BOX 13 KUNA, ID 83643 * 763 AVALON * PH. 208.922.5546 * FAX 208.922.5989 *
JMARSH@KUNAID.GOV**

TO: MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL
FROM: John Marsh – Kuna City Treasurer
SUBJECT: R98-2016 XPRESS BILL PAY AND CHASE PAYMENTECH SERVICES
DATE: 12/2/2016

SUMMARY DISCUSSION

Resolution R98-2016 consists of an approval request for the Mayor to sign contracts with Xpress Bill Pay and Chase Paymentech for electronic gateway, administrative, and merchant services related to the City billing and receipting processes. This is essentially the launch point for the ERP-interfaced electronic utility bill and payment acceptance solution.

Training for this new solution is tentatively scheduled for December 20, 2016 with a go-live following shortly thereafter (pending approval of this resolution).

I will have additional detail available for you if you at the meeting should you have an inquiry.

STAFF RECOMMENDATION: Approval of R98-2016

Thank You,

John Marsh
Kuna City Treasurer

**CITY OF KUNA, IDAHO
RESOLUTION NO. R98-2016**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAOR TO EXECUTE CONTRACTS WITH XPRESS BILL PAY AND CHASE PAYMENTECH TO PROVIDE ELECTRONIC GATEWAY, ADMINISTRATIVE, AND MERCHANT SERVICES FOR THE CITY BILLING AND RECEIPTING PROCESSES.

BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contracts with Xpress Bill Pay and Chase Paymentech to provide electronic gateway, administrative, and merchant services for the City billing and receipting processes pursuant to the terms of said contracts.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of December, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

xpress BILL PAY

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ___ day of _____, 20___, by and between **Xpress Solutions, Inc.** ("Xpress") and **City of Kuna, ID** ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be twelve (12) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all

other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

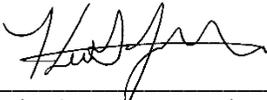
- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 Governing Law; Attorney' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY:  _____
(Authorized Signature)

Keith Jenkins
(Print or Type Name)

TITLE: President/CEO

DATE: 12/2/2016

Accepted by:

City of Kuna

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

EXHIBIT A
FEES

Initial Configuration Fees

1. Initial Setup Configuration and Development	\$ 1,000.00
Online Payment Module	
Auto Pay Module	
Card Swipe Module	
2. Training (One Full Day's Training)	\$ 500.00 plus travel costs

Recurring Monthly Fees

3. Gateway Fees:	
Credit Card Processing (per transaction)	\$ 0.30
EFT Online Payments (per transaction)	\$ 0.40
EFT Returned Items	
(Invalid account number or unable to locate account)	\$ 5.00
(NSF or Closed Account)	\$ 10.00
(Customer Stop Payment)	\$ 25.00
Bank Bill Pay (per transaction)	\$ 0.20
Lock Box Service (per transaction)	* \$ 0.48
Integrated Remote Deposit (per transaction)	* \$ 0.30
800 Operator Assisted Payment (per call)	* \$ 0.75
800 IVR Assisted Payments (per call)	* \$ 0.75
XBP Deposit Account Withdrawals	
(6 free per month then \$3.25)	
4. Monthly Support & Hosting	\$ 0.015
(\$0.015 per billing statement hosted. Minimum \$75.00)	Per bill
5. Monthly Account Keeping Fee	\$ 19.00
(Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account)	

** if service is activated*

EXHIBIT B
OPTIONAL EQUIPMENT LIST PRICE LIST

Card Swipes

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

Printers

Star Micronics 40 Column Thermal Printer (Tear Bar, Gray Color, USB Connection)	\$ 240.74
Star Micronics 40 Column Thermal Printer (Tear Bar, Black Color, USB Connection)	\$ 304.40
Star Micronics 40 Column Thermal Printer (Auto Cutter, Gray Color, USB Connection)	\$ 252.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Putty Color, USB Connection)	\$ 261.43
Star Micronics 40 Column Thermal Printer (Auto Cutter, White Color, USB Connection)	\$ 323.21
Star Micronics 40 Column Thermal Printer (Auto Cutter, Black Color, USB Connection)	\$ 322.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Grey Color, Ethernet Connection)	\$ 336.96

Check Scanners

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

Miscellaneous

FMC Checkmate Check Jogger	\$ 249.00
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** Please note: prices subject to change at any time without further notice.*

EXHIBIT C
CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer’s bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

EXHIBIT D

ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at www.xpressbillpay.com/adminPolicy.asp.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are

responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
5252 N Edgewood Drive
Provo, UT 84604
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.



Merchant Application and Agreement

Please print clearly. If you make any corrections to your information in the Application, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY		Rev. NAPSTAND 11/2015
Application ID: 9223606	Sales Rep: Brandon Rowe	
Rep Fax: (855) 848-6761	Rep Phone: (214)849-3625	

1. Merchant Business (Federal regulations require us to collect and retain information verifying a merchant's identity.)

A "Doing Business As" (DBA) Information			
Merchant DBA Name CITY OF KUNA		Date Business Started (MM/YYYY) 11 / 2015	
Address (No PO Box or Paid Mail Box) 763 W AVALON		Telephone # (208) 387-7722	
City KUNA	State ID	Zip Code 83634	Fax #
Name of Primary Contact John Marsh		Merchant DBA Email Address jmarsh@cityofkuna.com	

B Legal Information (If you are an Individual/Sole Proprietor, fill in this section with your personal information)		
Merchant Legal Name CITY OF KUNA	State of Formation ID	Federal Tax ID/EIN (sole prop use SSN)
Business Type <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Private Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input checked="" type="checkbox"/> Government Agency <input type="checkbox"/> Non-Profit		

Complete this section if different from DBA Information.

Address (No PO Box or Paid Mail Box) 763 W AVALON		Telephone # (208) 922-5989	
City KUNA	State ID	Zip Code 83634	Fax #
Legal Email Address jmarsh@cityofkuna.com			

C Taxpayer Information (For help, please consult the Instructions for IRS Form W-9, which are available upon request or online at www.irs.gov)		
Taxpayer Name (as shown on Merchant's income tax return)		Federal Tax ID/EIN (sole prop use SSN)
Business Name / disregarded entity name, if different from above NA		
Federal tax classification <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) <input checked="" type="checkbox"/> Other GOVERNMENT		Exemptions (if any): Exempt payee code Exemption from FATCA reporting code
Address 763 W AVALON		Requester's name and address
City KUNA	State ID	Zip Code 83634
		Paymentech, LLC 14221 Dallas Parkway Dallas, Texas 75254

(Application continues on next page)

If you make any corrections to the Application, you MUST initial each change.

Rev. NAPSTAND 11/2015

2. Merchant Profile

Is your business home-based? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	What is your business industry type? <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Auto Rental <input type="checkbox"/> Cash Advance <input type="checkbox"/> Convenience Store/Gas <input type="checkbox"/> Other: <input type="checkbox"/> Internet - list all websites on which you accept payments and provide a customer service email address: www.cityofkuna.com www. Customer Service Email Address:
If "Yes" above, where is the inventory located?	
What merchandise do you sell or services do you provide? UTILITY PAYMENTS	
Is your business seasonal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

3. Reporting, Statements, Chargeback Requests, and Retrieval Requests

Reporting and Statements – you may access transaction history and monthly statements online via Resource Online, or have your monthly statements emailed to you. <input checked="" type="checkbox"/> Resource Online. Set up a Resource Online account and use the following email address as the user login: jmarsh@cityofkuna.com	<input checked="" type="checkbox"/> Email Statements to the: <input type="checkbox"/> Legal email address <input checked="" type="checkbox"/> DBA email address	Chargeback and Retrieval Requests Mail Chargeback and Retrieval Requests to <input checked="" type="checkbox"/> Legal address <input type="checkbox"/> DBA address
--	--	--

4. Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions? _____ 10 % Via mail or phone order _____ 80 % Payments accepted on your website _____ 10 % Card is swiped _____ 0 % Card is present but keyed 100 % Total	Do you ever charge a Customer on a recurring basis? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" above, how often will you charge? <input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Annually <input type="checkbox"/> Other: If Customers are required to pay a deposit, what % of total sale? %
---	--

5. Ownership Information

If your business is privately owned by one or more individuals (e.g. LLC, Sole Prop, Partnership, or Private Corporation),

- ➔ Complete sections A and B for the owners with the greatest % of ownership.
- ➔ All owners listed below must sign the Application and Agreement in Section 11 and 12.

If your business is a non-profit organization, publicly owned corporation, or government entity,

- ➔ Complete section C only

If a Entity/Parent Company owns your business,

- ➔ Enter name and address of the legal entity(ies) in section A or A and B
- ➔ Complete Section C.
- ➔ Substitute the parent company's Federal Tax ID for the SSN #.

A Name of Individual/Sole Proprietor or Entity/Parent Company	Percentage of Ownership: %	SSN/Federal Tax ID
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)		Date of Birth
City	State	Zip Code
Telephone #		
<i>Previous Address (Provide if at current/listed address less than a year) Please provide full address...Street Address, City, State, Zip</i>		
B Name of Individual/Sole Proprietor or Entity/Parent Company	Percentage of Ownership: %	SSN/Federal Tax ID
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)		Date of Birth
City	State	Zip Code
Telephone #		
<i>Previous Address (Provide if at current/listed address less than a year) Please provide full address...Street Address, City, State, Zip</i>		

If you make any corrections to the Application, you MUST initial each change.

Rev. NAPSTAND 11/2015 Page 3 of 18

C Name of Authorized Representative		Title
Street Address (Please provide residential address) No PO Box or paid mailbox 763 W AVALON		
City KUNA	State ID	Zip Code 83634

Do you have any additional owners (individuals or entities) not listed above that have 10% or greater ownership, either directly or indirectly?
 Yes Owner/Officer Addendum required (Sales Representative will provide) No

Note: If an Entity/Parent Company is listed above in section 5 that has 10% or greater ownership of the applicant, please identify any owners (Individuals and/or Entities) of that Entity/Parent Company that ultimately have 10% or greater ownership in the applicant on the Additional Owner/Officer Addendum (Sales Representative will provide)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?
 Yes Owner/Officer Addendum required (Sales Representative will provide) No

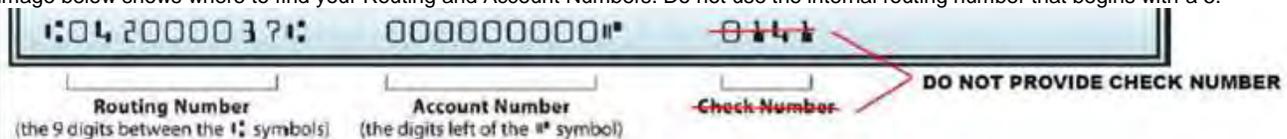
6. Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for personal, family or household purposes. In accordance with the terms of the Agreement, Chase Paymentech may:

- deposit into this account amounts owed to Merchant by Chase Paymentech, such as proceeds from Merchant’s Payment Card Transactions
- debit this account for amounts Merchant owes to Chase Paymentech associated with its Merchant account, such as fees for processing Merchant’s Payment Card Transactions
- debit this account for any negative amounts presented, such as refunds, returns or Chargebacks

Merchant’s Bank Account	
Name of Financial Institution	Designating this bank account for the purposes outlined above must not violate any of Merchant’s organizational documents or any agreement to which the Merchant is a party.
Routing Number (always consists of 9 digits)	Account Number (number of digits will vary)

The image below shows where to find your Routing and Account Numbers. Do not use the internal routing number that begins with a 5.



7. Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept: <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> Discover/JCB <input type="checkbox"/> American Express <input type="checkbox"/> Voyager <input type="checkbox"/> Wright Express <input type="checkbox"/> PIN Debit	Estimated Annual Visa/MC/Discover Sales Volume	\$ 1,044,000
	Estimated Annual PIN Debit Sales Volume	\$
	Estimated Average Ticket Amount (for all card types)	\$ 80
	Highest Transaction Amount	\$
Current Payment Processor:		

8. American Express®

A	If your American Express annual processing volume is greater than \$500,000.00, please review and complete this Section A only. ➔ If you know your American Express SE #, please provide it here: ➔ If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (855) 894 - 6570.
B	If your American Express annual processing volume is, or is expected to be, \$500,000.00 or less, and you would like Chase Paymentech to request an American Express SE # on your behalf, please complete and review the information under “Information about American Express Rates and Fees” and sign the American Express Authorization.

Information about American Express rates and fees.			
Estimated Annual Sales Volume for American Express		\$	
American Express Discount Rate*	%	American Express Prepaid Discount Rate+	1.95 %
<p>*Discount Rate. Based on Merchant's MCC, an additional per transaction fee of no more than \$0.15 may be assessed. For Merchants with a Retail, Restaurant or Travel Agency MCC, an additional 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present charge occurs.</p>		<p>+Prepaid Discount Rate. Based on Merchant's MCC, an additional per transaction fee of no more than \$0.30 may be assessed. Fast Food Restaurants, Independent Gas Stations, Mail Order & Internet, Restaurant and Supermarket MCCs will be assessed a Prepaid/Gift Card rate + Transaction Fee of [2.15% + \$0.05], [1.30% + \$0.12], [2.25% + \$0.20], [2.15% + \$0.05] and [0.45% + \$0.20], respectively, in lieu of the 1.95% + variable discount rate described above.</p>	
<p>All American Express fees are set by American Express and are subject to change by American Express. The fees set forth herein are only quotes, based on the then-current American Express pricing guidelines, which may be modified from time to time.</p> <p>If Merchant operates an internet/physical delivery, mail order/telephone order, or home-based business, Merchant will not be charged the American Express Discount Rate. Instead, Merchant will be charged a flat monthly fee of \$7.95. If Merchant is charged a flat monthly fee, for any reason, that fee will continue until Merchant's American Express volume exceeds \$4,999 in a 12-month period. At such time American Express will begin charging Merchant the applicable industry-specific American Express Discount Rate.</p> <p>Except for Education merchants within MCC 7032, 8211, 8220 and 8351, an Inbound fee of 0.40% will be applied to any charge made using an American Express Card, including a Prepaid Card, issued by an issuer located outside of the United States.</p>			

American Express Authorization			
<p>By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete and accurate. I authorize Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Chase Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express Services.</p> <p>I understand that upon American Express' approval of the application, the entity will be provided with the American Express Agreement and materials welcoming it either to American Express' program for Chase Paymentech to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Chase Paymentech servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the American Express Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the American Express Agreement.</p>			
<p>X _____</p>			
Signature	Print Name	Title	Date

9. Site Visit	
<p>If your business is selected for a site visit, Chase Paymentech, or a third party representing Chase Paymentech, will contact you at the number provided. You MUST assist with the site visit and Chase Paymentech MUST approve the results of the site visit.</p> <p>The site visit includes, but is not limited to,</p> <ul style="list-style-type: none"> • an interview with you regarding the nature of your business, and • photographs of your business operation. <p>If the site visit is not completed or the results of the site visit are not approved, Chase Paymentech may,</p> <ul style="list-style-type: none"> • decline your application for a merchant account • withhold your funds, or • terminate your Agreement with Chase Paymentech and close your Merchant account. <p>To help expedite the process, we require the following information:</p>	
Best phone # to contact you:	Preferred language: <input type="checkbox"/> English <input type="checkbox"/> Spanish
Best time to reach you:	<input type="checkbox"/> Other:

10. IRS Certification
<p>Under penalty of perjury, I certify that:</p> <ol style="list-style-type: none"> 1. The number shown on this form (Section 1C) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined in the instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification Instructions</p> <p>You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. IRS Form W-9 instructions are available upon request.</p>

If you make any corrections to the Application, you MUST initial each change.

Rev. NAPSTAND 11/2015

11. Authorized Representative(s)

The first five pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application or set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). All Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, by signing below I authorize Chase Paymentech, Member, or their designees to:

- investigate and verify personal credit and financial information about me; and
obtain and use consumer credit reports on me from time to time in connection with establishing Merchant's account and maintaining the Agreement.

By submitting this Application and Agreement, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
represents and warrants that it owns the bank account provided in Section 6 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions for Merchant Agreement and Schedule A and agrees to be legally bound by the Agreement;
understands that any unilateral changes to the pre-printed text of any part of the Agreement may result in Chase Paymentech declining Merchant's Application or terminating the Agreement
agrees that Chase Paymentech, Member, or their designees, may:
investigate and verify the credit and financial information of Merchant; and
obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 10 above).

Owner / Authorized Representative: Signer's name must appear in Section 5

X Signature Print Name Date

Owner / Authorized Representative: Signer's name must appear in Section 5

X Signature Print Name Date

12. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 5 of this Application. As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedule A
certify I have read the Agreement, including, without limitation, the "Personal Guaranty" section at the end of the Terms and Conditions
agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the "Personal Guaranty" section of the Terms and Conditions
certify that I have an ownership interest in Merchant
agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Guarantor:

X Signature Print Name Date

Guarantor:

X Signature Print Name Date

If any of the information provided in this Merchant Application and Agreement changes, you must promptly notify Chase Paymentech of such change(s).

Internal Use Only: Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

Signature Title Date

TERMS AND CONDITIONS

The Terms and Conditions together with the Application, pricing Schedules A and A-1 (if applicable), and any other documents referenced herein form the legal agreement between you ("Merchant"), Paymentech, LLC ("Chase Paymentech"), and JPMorgan Chase Bank, N.A. ("Member") for processing your Payment Card Transactions. Chase Paymentech has agreed to acquire and process your Payment Card Transactions as well as pay you the amount of each Payment Card Transaction subject to the terms of this Agreement. You agree to pay us for the Services performed and to comply with the Payment Brand Rules, Security Standards, operating procedures and all applicable laws, as further described in this Agreement.

1. MERCHANT'S ACCEPTANCE OF PAYMENT CARDS.

1.1 Exclusivity.

During the term of this Agreement, Merchant **shall**:

- (a) use **exclusively** Chase Paymentech for the Services; and
- (b) submit all Transaction Data to Chase Paymentech in compliance with all specified formats and procedures.

1.2 Payment Card Acceptance Policies and Prohibitions.

Merchant shall:

- (a) notify Chase Paymentech, on its Application or otherwise in writing, of all of Merchant's Payment Card acceptance methods (e.g. card-present, card-not-present, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Payment Cards, unless Merchant has notified Chase Paymentech on its Application or otherwise in writing of Merchant's election to accept one of the following "limited acceptance" options:
 - i. Visa and MasterCard **consumer credit (but not debit) cards** and Visa and MasterCard **commercial credit and debit cards only**; or
 - ii. Visa and MasterCard **debit cards only**;
- (c) honor all foreign bank-issued Visa or MasterCard Payment Cards;
- (d) publicly display appropriate signage to indicate all Payment Cards accepted by Merchant, including any limited acceptance categories;
- (e) examine each Payment Card (credit, debit, etc.) presented at the point of sale to ensure the Payment Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Payment Card;
- (f) in situations where the Payment Card is not physically presented to Merchant at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer;
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to Payment Brand Rules; and
- (h) prominently and clearly inform Customers of its identity so that the Customer can distinguish Merchant.

Except to the extent permitted by law or the Payment Brand Rules, Merchant shall not:

- (i) set a dollar amount above or below which Merchant refuses to honor otherwise valid Payment Cards;
- (j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Payment Card;
- (k) request or use a Payment Card account number for any purpose other than to process a payment for goods or services sold; or
- (l) add any tax or surcharge to a Transaction; if any tax or surcharge amount is imposed, Merchant must have notified Paymentech and the Payment Brands at least thirty days before, such amount must be included in the Transaction amount, shall not be collected separately, and Merchant's surcharging practices must comply with applicable laws and Payment Brand Rules.

Merchant shall not:

- (m) require a Customer to complete a postcard or similar device that includes Payment Instrument Information in plain view when mailed;
- (n) require the Customer to pay the fees payable by Merchant under this Agreement;
- (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs; and
- (p) accept Payment Cards for the purchase of scrip, as defined by the Payment Brand Rules.

Merchant may:

- (q) request or encourage a Customer to use a Payment Card other than the Payment Card initially presented by the Customer, unless prohibited by the Payment Brand Rules or applicable law

1.3 Payment Brand Rules.

Merchant agrees to comply with:

- (a) all applicable Payment Brand Rules in effect from time to time; and
- (b) such other procedures as Chase Paymentech may from time to time prescribe for the creation or transmission of Transaction Data.

1.4 Requirements for Certain Transactions.

Merchant represents and warrants that each Transaction:

- (a) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which Merchant has the legal right to sell and which is provided by Merchant in the ordinary course of its business, as represented in its Application;
- (b) is not submitted on behalf of a third party;
- (c) represents a current obligation of the Customer solely for the amount of the Transaction;
- (d) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (e) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (f) is free from any material alteration not authorized by the Customer;

- (g) or the amount thereof, is not subject to any dispute, setoff, or counterclaim;
- (h) if such Transaction represents a credit to a Customer's Payment Card, is a Refund for a Transaction previously submitted to Chase Paymentech; and
- (i) complies with the terms of this Agreement, applicable laws and all applicable Payment Brand Rules.

Furthermore, Merchant represents and warrants that Merchant has not

- (j) disbursed or advanced any cash to the Customer (except as authorized by the Payment Brand Rules) for itself or to any of its representatives, agents, or employees in connection with the Transaction;
- (k) accepted payment for effecting credits to a Customer or a Customer's Payment Card;
- (l) made any representation or agreement for the issuance of Refunds except as stated in Merchant's Refund Policy;
- (m) been provided with any information that would lead Merchant to believe that the enforceability or collectibility of the Transaction is in any manner impaired; and
- (n) submitted any Transaction that Merchant knows or should have known to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules.

For Transactions stemming from recurring billing, installment plans, deferred payment plans, or prepayment plans, Merchant shall:

- (o) obtain permission from Chase Paymentech prior to submitting such Transactions for processing under this Agreement;
- (p) for approved prepayments, advise the Customer:
 - i. that payment is being made in advance of the shipment or provision of goods or services; and
 - ii. the time when shipment or provision of the goods or services is expected;
- (q) obtain the Customer's consent to periodically charge the Customer's Payment Card on a recurring or periodic basis for the goods or services purchased, and:
 - i. retain this permission for the duration of the recurring services and provide it upon request to Chase Paymentech or the issuing bank of the Customer's Payment Card; and
 - ii. retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made;
- (r) prepare and submit for processing separate Transaction Data for each recurring, installment, or deferred payment only on the dates the Customer agreed to be charged and include in the Transaction Data the electronic indicator that the Transaction is a recurring one; and
- (s) not submit such Transactions after receiving:
 - i. a cancellation notice from the Customer; or
 - ii. notice from Chase Paymentech or any Payment Brand (via authorization code or otherwise) that the Payment Card is not to be honored.

2. AUTHORIZATIONS. Merchant is required to obtain an authorization code through Chase Paymentech for each Transaction. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization. If required by the Payment Brand Rules, each authorization request must include the Payment Card's expiration date.

Merchant acknowledges:

- (a) that authorization of a Transaction indicates only that the Payment Card contains a valid account number and has an available balance sufficient for the amount of the Transaction; and
- (b) that authorization of a Transaction does not constitute a representation from Chase Paymentech, a Payment Brand, or a card issuing bank that a particular Transaction is, in fact, valid or undisputed by the actual Customer.

3. REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES.

3.1 Refund Policy. Chase Paymentech reserves the right to refuse to process any Transaction made subject to a Refund Policy of which Chase Paymentech has not been notified in advance.

Merchant shall:

- (a) maintain a Refund Policy (e.g. "NO REFUNDS", "REFUNDS WITH ORIGINAL RECEIPT WITHIN 30 DAYS OF ORIGINAL SALE") in accordance with the Payment Brand Rules;
- (b) disclose all Refund Policies to Chase Paymentech and to Merchant's Customers; and
- (c) submit to Chase Paymentech, in writing, any material change in Merchant's Refund Policy not less than 14 days prior to the effective date of such change.

3.2 Procedure for Refund Transactions.

If Merchant allows a Refund, Merchant shall:

- (a) prepare and deliver to Chase Paymentech Transaction Data reflecting any such Refund within three (3) days of approving the Customer's request for such Refund;
- (b) not permit the amount of a Refund to exceed the amount shown as the total on the original Transaction Receipt except by the exact amount required to reimburse the Customer for shipping charges that the Customer paid to return merchandise;
- (c) not accept any payment from a Customer as consideration for issuing a Refund; and
- (d) not give cash (or cash equivalent) refunds to a Customer in connection with a Transaction, unless required by law or permitted by the Payment Brand Rules.

3.3 Customer Data Protection Policies for Ecommerce Merchants.

If Merchant operates an electronic commerce website through which Transactions are generated, in addition to any requirements otherwise set forth in this Agreement, Merchant shall:

- (a) display the following on each electronic commerce website:
 - i. Merchant's name and the name that will appear on the Customer's Payment Card statement
 - ii. its Customer data privacy policy;
 - iii. a description of its security capabilities and policy for transmission of Payment Instrument Information; and
 - iv. the address of Merchant's fixed place of business (regardless of website or server locations); and
- (b) offer its Customers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

4. SETTLEMENT.

4.1 Submitting Transaction Data. If Merchant fails to send Transaction Data to Chase Paymentech within one (1) business day after the day of the Transaction, higher interchange fees, additional costs, and increased Chargebacks could occur. Chase Paymentech may from time to time contact Customers to verify that they have received goods or services for which Transactions have been submitted. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant if Chase Paymentech believes that the Transaction amount cannot be collected from the Customer or was prepared in violation of any provision of this Agreement, applicable law, or the Payment Brand Rules.

4.2 Merchant's Settlement Account. In order to receive funds from Chase Paymentech, Merchant must designate (via the Application or otherwise) and maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House system or the Federal Reserve wire system. All such designated bank accounts are collectively referred to herein as "Settlement Account". Merchant's Settlement Account must be established and maintained solely for business purposes and shall not be used for personal, family or household purposes. Chase Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Payment Brands or Merchant's bank.

During the term of this Agreement, and thereafter until Chase Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full, Merchant:

- (a) **shall not** close its Settlement Account without giving Chase Paymentech at least five (5) days' prior written notice and substituting another Settlement Account;
- (b) is solely liable for all fees, costs, and overdrafts associated with the Settlement Account; and
- (c) authorizes Chase Paymentech, or its authorized agent(s) to initiate electronic credit and debit entries and adjustments to the Settlement Account, or any other bank account designated by Merchant in writing, at any time without regard to the source of any monies in the Settlement Account.

4.3 Conveyed Transactions. Conveyed Transactions are Transactions that Merchant submits to Chase Paymentech, but which are then conveyed to one or more third parties or Payment Brands for settlement and funding directly by them to Merchant (e.g. American Express Transactions). For Conveyed Transactions Merchant must have a valid agreement in effect with the applicable third party or Payment Brand. Payment of proceeds due Merchant for Conveyed Transactions will be governed by such agreement, and Chase Paymentech does not bear any responsibility or liability for performing or failing to perform any term, condition, or covenant under Merchant's agreement with any third party concerning Conveyed Transactions, including, without limitation, the funding and settlement of Merchant's Conveyed Transactions. If Merchant submits Conveyed Transactions to Chase Paymentech and Merchant does not have a valid agreement with the applicable third party or Payment Brand, Chase Paymentech may, but is not obligated to, convey such Transaction Data to the applicable third party or Payment Brand and to share with them information about Merchant (from the Application or otherwise) as may be required to approve Merchant's acceptance of the Conveyed Transaction.

4.4 Funding Merchant for Settled Transactions. Subject to Section 4.3, for all Transactions, Chase Paymentech will submit Merchant's Transaction Data to the applicable Payment Brand. Promptly after Chase Paymentech receives funds for Settled Transactions from the Payment Brands, Chase Paymentech will provisionally fund Merchant's Settlement Account.

The dollar amount payable to Merchant for Settled Transactions will be equal to the amount submitted by Merchant in connection with its sale Transactions **minus** the sum of the following:

- (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay;
- (b) all Refund Transactions and Chargebacks;
- (c) all Reserve Account amounts (as defined in Section 4.6); and
- (d) all fees, charges, fines, assessments, penalties, or other liabilities (and all related costs and expenses incurred by Chase Paymentech) that may be imposed on Chase Paymentech or Member from time to time by the Payment Brands.

In the event Chase Paymentech does not deduct amounts owed by Merchant from Merchant's proceeds when such amounts are due and payable, Merchant agrees to pay all such amounts to Chase Paymentech immediately without any deduction or offset. Chase Paymentech may debit Merchant's Settlement Account for any such amounts.

4.5 Negative Amounts. Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of a negative balance. In the event that the proceeds from Merchant's Settled Transactions or the balance of Merchant's Settlement Account are not sufficient to pay amounts due from Merchant under this Agreement, Chase Paymentech may, in addition to any other rights and remedies under this Agreement, pursue any one or more of the following:

- (a) demand and receive immediate payment for such amounts;
- (b) debit the Settlement Account for the amount of the negative balance;
- (c) apply funds held in the Reserve Account against the negative amount; or
- (d) withhold all or some of Merchant's Settlement funds and apply them against the negative amount.

4.6 Reserve Account. To protect itself against Anticipated Risks arising out of or relating to Merchant's acceptance of Payment Instruments, Chase Paymentech may, from time to time, temporarily suspend or delay payment to Merchant of amounts due under this Agreement, or designate an amount of funds that Paymentech must maintain, and establish an account with such funds (the "Reserve Account").

Anticipated Risks include, but are not limited to, risks associated with:

- (a) a material breach of the Agreement by Merchant;
- (b) providing Services to Merchant in light of Merchant's financial condition or payment history with creditors;
- (c) Chargebacks;
- (d) Refunds;
- (e) unshipped goods or unfulfilled services;
- (f) fines, fees, or penalties assessed or reasonably anticipated to be assessed against Chase Paymentech or Member by any of the Payment Brands arising out of or relating to Merchant's:
 - i. acceptance of Payment Cards;
 - ii. acts or omissions;
 - iii. Chargebacks; or
 - iv. failure to comply with the Payment Brand Rules or Security Standards
- (g) Merchant's failure to respond to an inquiry, or request for information, from Paymentech, Member or the Payment Brands;
- (h) objections or concerns expressed by a Payment Brand that makes it unduly burdensome, impractical or risky to continue processing Merchant's Transactions; and
- (i) all anticipated trailing activity arising from Merchant's Transactions after termination of this Agreement.

The Reserve Account:

- (j) shall contain sufficient funds to cover:
 - i. any unbilled processing costs; and
 - ii. Chase Paymentech's estimated exposure based on Anticipated Risks;
- (k) may be funded in the same manner as provided for negative balances in Section 4.5(a) – (d);
- (l) will be held and controlled by Chase Paymentech (and funds therein may be comingled with other funds); and
- (m) will not bear interest.

Upon the establishment of a Reserve Account, Merchant shall:

- (n) irrevocably grant to Chase Paymentech a security interest in any interest Merchant may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in the Reserve Account and that would otherwise be payable to Merchant pursuant to the terms of this Agreement; and
- (o) execute and deliver to Chase Paymentech such instruments and documents that Chase Paymentech may reasonably request to perfect and confirm the security interest in the Reserve Account funds.

Chase Paymentech:

- (p) may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to Merchant against, the satisfaction of any amounts which are or may become due from Merchant pursuant to this Agreement; and
- (q) will pay to Merchant any funds remaining in the Reserve Account after Merchant:
 - i. satisfies all of its obligations under this Agreement; and
 - ii. executes all documents reasonably requested by Chase Paymentech in connection with the return of any Reserve Account funds.

5. ACCOUNTING.

5.1 Statements and Reporting. Chase Paymentech will supply a detailed statement (or online access thereto) reflecting the activity of Merchant's account(s). If Merchant accesses account statements via the internet, Merchant must ensure that such online access is secure.

5.2 Adjustments. If Merchant believes any adjustments should be made to its Settlement Account, Merchant must notify Chase Paymentech in writing within 90 days after any such adjustment is or should have been made. Chase Paymentech has no obligation to research or affect changes to Merchant's Settlement Account which are not brought to Chase Paymentech's attention within 90 days after Merchant received its activity statement.

6. RETRIEVAL REQUESTS. A Retrieval Request is a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction submitted by Merchant. Because a Retrieval Request requires Merchant to provide Chase Paymentech with specific Transaction information, Merchant must store and retain Transaction Data and Transaction Receipts, but must do so solely in compliance with the Payment Brand Rules and the Security Standards. Merchant acknowledges that failure to fulfill a Retrieval Request timely and in accordance with Payment Brand Rules may result in an irreversible Chargeback. If Chase Paymentech receives a Retrieval Request, Chase Paymentech will forward the same to Merchant.

Upon receiving a Retrieval Request, Merchant shall:

- (a) respond to the Retrieval Request within the time frame provided; and
- (b) include with Merchant's response the following documentation:
 - i. a written resolution of Merchant's investigation of the Retrieval Request; and
 - ii. legible copies of any supporting documentation requested or required by the Retrieval Request.

7. CHARGEBACKS.

7.1 Chargeback Reasons. Merchant is liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

- (a) Merchant fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;

- (b) Merchant did not obtain an authorization/approval code, as required under Section 2;
- (c) The Transaction Data was prepared incorrectly or fraudulently;
- (d) Chase Paymentech did not receive Merchant's response to a Retrieval Request in accordance with Section 6;
- (e) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
- (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
- (g) The Customer disputes making the Transaction and the Payment Card was not physically presented at the time of the Transaction. In this case Merchant acknowledges that if the Merchant does not have an electronic record or physical imprint of the Payment Card, the Payment Brand Rules may not allow the Merchant to challenge the Chargeback.

7.2 Responding to Chargebacks. If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. If Merchant misses the Chargeback due date, Chase Paymentech has no obligation to investigate or attempt to obtain a reversal or other adjustment to any Chargeback on Merchant's behalf. Upon receiving a Chargeback, Merchant may resubmit the applicable Transaction Data for a second presentation if permitted by the Payment Brand Rules.

7.3 Excessive Chargebacks. If Merchant is receiving an excessive amount of Chargebacks, in addition to Chase Paymentech's other remedies under this Agreement, Chase Paymentech may do any one or more of the following:

- (a) review Merchant's internal procedures relating to acceptance of Payment Cards and notify Merchant of new procedures Merchant should adopt in order to avoid future Chargebacks;
- (b) notify Merchant of a new rate Chase Paymentech will charge to process Merchant's Chargebacks;
- (c) require Merchant to replace any magnetic-strip-only point of sale terminal or electronic cash registered with an EMV chip-capable terminal, if required under the Payment Brand Rules
- (d) establish a Reserve Account; or
- (e) terminate the Agreement in accordance with Section 10.3.

Merchant understands that having excessive Chargebacks may result in assessments, fines, fees, and penalties by the Payment Brands. Merchant agrees to reimburse Chase Paymentech immediately for any such assessments, fines, fees, and penalties imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member.

8. DISPLAY OF PAYMENT BRAND MARKS. Payment Brand Marks are the brands, emblems, trademarks, and logos that identify a Payment Brand. Merchant has no ownership rights in the Payment Brand Marks and cannot assign its right to use the Payment Brand Marks under this Agreement to any third party.

Merchant shall:

- (a) use the Payment Brand Marks only as expressly permitted by the Payment Brand Rules;
- (b) use the Payment Brand Marks only to promote the services covered by the Marks;
- (c) **not** use the Payment Brand Marks in any way that could cause Customers to believe that the goods or services offered by Merchant are sponsored, endorsed, or guaranteed by Chase Paymentech, Member or the Payment Brands; and
- (d) cease using the Payment Brand Marks when this Agreement terminates.

9. FEES AND ADJUSTMENTS; CHASE TRANSACTIONS.

9.1 Schedule A. Merchant:

- (a) shall pay all applicable fees for all Transactions, which are calculated and payable pursuant to this Agreement and which may be adjusted from time to time in accordance with Section 9.2;
- (b) acknowledges that the fees payable under this Agreement and stated in Schedule A:
 - i. are based upon Merchant's annual volume, average Transaction size, and other information provided by Merchant or contained in this Agreement;
 - ii. are based upon the assumption that Merchant's Transactions will qualify for certain interchange rates as determined in each case by the applicable Payment Brand; If any of Merchant's Transactions fail to qualify for such interchange rates, Chase Paymentech will process each such Transaction at the applicable interchange rate determined by the applicable Payment Brand; and
 - iii. will be rounded up to the next full cent to the extent they contain a fraction of a cent; and
- (c) is solely responsible for all communication expenses required to facilitate the transmission of all Transaction Data to Chase Paymentech.

9.2 Adjustments. The fees owed by Merchant under this Agreement (under Schedule A or any additional pricing supplement) may be adjusted at any time:

- (a) with thirty (30) days' prior written notice;
- (b) to reflect increases in interchange, assessments, or other Payment Brand fees;
- (c) to reflect additional fees imposed by the Payment Brands; or
- (d) to reflect increases in, or additions to, third party fees.

All adjustments hereunder will be effective either upon the date set forth in the written notice or upon the date the corresponding increase or additional fee is implemented by the Payment Brand or third party provider.

9.3 Chase Transactions. If, and only if, there is a Schedule A-1 attached to this Agreement setting forth the fees for Chase Transactions, then, in addition to all other obligations under this Agreement, the following apply:

- (a) the parties agree that Paymentech and Member will treat Merchant's qualifying Chase Card transactions as Chase Transactions, and the provisions of this Agreement governing Chase Transactions shall apply. The parties acknowledge and agree that only those transactions that conform to the Chase Merchant Services Specifications will qualify as Chase Transactions;
- (b) Merchant acknowledges receipt of, or access to, the Chase Requirements and agrees to abide by the Chase Requirements. The Chase Requirements are confidential and Merchant may not disclose the Chase Requirements to any third party without the prior written consent of Paymentech and Member; and
- (c) the amounts due for Chase Transactions are set forth on Schedule A-1 attached hereto.

10. TERM AND TERMINATION.

10.1 Term. This Agreement starts on the day it is accepted and agreed to by Chase Paymentech (the "Effective Date"). This Agreement will continue in full force and effect until it is terminated by Merchant under Section 10.2, or by Chase Paymentech under Section 10.3.

10.2 Merchant Termination. Subject to the terms of this Section 10.2, Merchant may terminate this Agreement at any time by giving thirty (30) days' prior notice to Chase Paymentech.

PLEASE READ THIS PROVISION CAREFULLY. IT APPLIES DURING THE FIRST 24 MONTHS IF: MERCHANT (A) TERMINATES THIS AGREEMENT, OR (B) FAILS TO MAINTAIN AN ACTIVE ACCOUNT; AND MERCHANT RECEIVED A PROMOTIONAL CONSIDERATION FROM CHASE PAYMENTECH.

Merchant may be obligated to repay all, or a prorated portion of, any Promotional Consideration Merchant received when it signed up with Chase Paymentech. A Promotional Consideration is:

- (a) a signing bonus;
- (b) a free point of sale terminal or other equipment;
- (c) the waiver of any applicable fees; or
- (d) any other item of value, which was extended to Merchant in consideration of entering into this Agreement.

In the event Merchant's repayment of the Promotional Consideration is limited by applicable law, the amount owed to Chase Paymentech is limited to the maximum amount permitted under applicable law. Any amount owed to Chase Paymentech under this Section 10.2 or Section 10.4 will be funded in the same manner as provided for negative balances in Section 4.5.

10.3 Chase Paymentech Termination. Chase Paymentech may terminate this Agreement at any time by giving thirty (30) days' prior notice to Merchant. Furthermore, Chase Paymentech may terminate this Agreement *immediately* if:

- (a) Merchant is determined to have excessive Chargebacks;
- (b) Chase Paymentech determines, in its reasonable discretion, that Merchant's Transactions present increased or excessive Anticipated Risks;
- (c) any representation or warranty in the Agreement, including the Application or Schedule A, is determined to be incorrect in any respect when made or deemed to be made;
- (d) Merchant fails to comply with any term, covenant, condition, or agreement contained in this Agreement;
- (e) a case or other proceeding is commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding continues undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code) is entered;
- (f) Chase Paymentech, in its reasonable discretion, deems Merchant to be financially insecure;
- (g) any Payment Brand:
 - i. notifies Chase Paymentech or Member that it is no longer willing to accept Merchant's Transaction Data; or
 - ii. requires Chase Paymentech or Member to terminate or limit this Agreement or Merchant's ability to accept Payment Cards from Customers;
- (h) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands; or
- (i) Merchant engages in conduct that
 - i. creates or could tend to create harm or loss to the goodwill of any Payment Brand, Chase Paymentech, or Member; or
 - ii. causes Paymentech or Member to violate the Payment Brand Rules or applicable law; or
 - iii. results in Paymentech's, Member's, or Merchant's participation in a risk-based program under the Payment Brand Rules.

If this Agreement is terminated by Chase Paymentech, Merchant acknowledges that Chase Paymentech may be required to report Merchant's business name, and information about its principals, to the Payment Brands, and Merchant expressly agrees and consents to such reporting.

10.4 Active Account. Merchant's account will be considered "Active" as long as Merchant continues to make on-time payments of all amounts owed under the Agreement. But, if Merchant goes more than 90 consecutive days without making an on-time payment of amounts due under the Agreement, Chase Paymentech *may*:

- (a) consider the Merchant's account as *not* Active;
- (b) terminate this Agreement immediately; and
- (c) subject to Section 10.2, collect all or a prorated portion of any Promotional Consideration.

10.5 Post Termination. The termination of this Agreement will not affect either party's rights or obligations with respect to Transactions submitted prior to termination. Therefore, the provisions governing processing and settlement of Transactions, all related adjustments, fees, and other amounts due from Merchant, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply for all Transactions made prior to termination.

Upon termination of this Agreement, Merchant shall:

- (a) continue to be responsible for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed pursuant to this Agreement before termination; and
- (b) be responsible for all amounts then due or which thereafter may become due to Chase Paymentech or Member under this Agreement.

Upon termination or notice of termination of this Agreement, Paymentech may, in its sole discretion and without waiving any of its rights or remedies under this Agreement:

- (a) establish a Reserve Account; and
- (b) process Transaction Data submitted by Merchant after termination in accordance with and subject to all of the terms of this Agreement.

11. INDEMNIFICATION. Merchant agrees to indemnify Chase Paymentech, Member, the Payment Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Chase Paymentech's costs, expenses, and reasonable attorneys' fees) arising out of or related to:

- (a) Chase Paymentech's reliance on the information provided by Merchant, or Merchant's Authorized Representative, on the Application or in conjunction with the Application (including any information with respect to Merchant's financial condition);
- (b) any assessment, fine, or penalty imposed on Chase Paymentech or the Member, and any related loss, cost, or expense incurred by Chase Paymentech or the Member; and
- (c) any claim, complaint, or Chargeback:
 - i. made or claimed by a Customer with respect to any Transaction or Transaction Data submitted by Merchant;
 - ii. caused by Merchant's noncompliance with this Agreement, applicable law, or the Payment Brand Rules (including, without limitation, any breach of a representation or warranty made by Merchant or Merchant's failure to comply with the Security Standards);
 - iii. resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or
 - iv. related to Chase Paymentech's reporting of Merchant, or any person owning or controlling Merchant's business, to the Payment Brands for inclusion in one or more databases of terminated or high risk merchants maintained by the Payment Brands.

The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Chase Paymentech's own gross negligence or willful misconduct. The indemnification provided for in this Section shall survive termination and is subject to the limitation of liability set forth in Section 14.

12. TRANSACTION DATA, PAYMENT CARD INFORMATION AND PAYMENT CARD INDUSTRY COMPLIANCE.

Merchant acknowledges that its:

- (a) failure, or the failure of any of its Service Providers, to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any of Transaction Data or Payment Card Information (whether such Payment Card Information is under the control of Merchant or its Service Provider) may result in assessments, fines, and penalties by the Payment Brands and termination of this Agreement; and
- (b) use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Chase Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

Merchant shall not:

- (c) disclose Payment Card Information, except:
 - i. to select employees, agents, and contractors on a "need to know" basis, solely for the purpose of assisting Merchant in completing a Transaction or otherwise complying with this Agreement; or
 - ii. as specifically required by the Security Standards, Payment Brand Rules, applicable law, or government/regulatory demand;
- (d) use Payment Card Information, except:
 - i. to complete a Transaction; or
 - ii. as specifically permitted by this Agreement, the Security Standards, Payment Brand Rules, or applicable law; and
- (e) sell, transfer, or disclose to third parties any materials that contain Transaction Data or Payment Card Information in the event of Merchant's failure, including bankruptcy, insolvency, or other suspension of business operations.

Merchant shall:

- (f) comply with the Security Standards, Payment Brand Rules, and all applicable laws relating to the security, storage, and disclosure of Transaction Data and Payment Card Information;
- (g) provide Chase Paymentech, upon its request, with all tests, scans, and assessments evidencing Merchant's compliance with the Security Standards, Payment Brand Rules, and applicable laws;
- (h) store and discard Transaction Data, Payment Card Information, and all media containing Payment Card Information in compliance with Payment Brand Rules and Security Standards;
- (i) notify Chase Paymentech immediately if Merchant determines or suspects that Transaction Data or Payment Card Information has been compromised and assist Chase Paymentech in providing notification to all interested parties as may be required by law or Payment Brand Rules, or as Chase Paymentech otherwise reasonably deems necessary;
- (j) notify Chase Paymentech immediately of its use of any Service Provider and Payment Application;
- (k) ensure that all Service Providers and Payment Applications used by Merchant:

- i. comply with the Security Standards;
 - ii. are recognized by the Payment Brands as being compliant with the Security Standards; and
 - iii. are registered with each applicable Payment Brand as a third party service provider for a Paymentech customer.
- (l) provide, or cause its Service Provider to provide, Paymentech with the information it needs to register the Service Provider with the Payment Brands;
- (m) cause its Service Provider to cooperate with Paymentech in completing registration with the Payment Brands;
- (n) pay, or cause its Service Provider to pay, all amounts required by the Payment Brands to register the Service Provider;
- (o) ensure that all EMV chip-capable terminals used by Merchant appear on the EMV co-approved terminal list maintained by the Payment Brands;
- (p) reimburse Chase Paymentech immediately for any assessment, fine, or penalty imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member related to or arising from Merchant's acceptance of Payment Cards;
- (q) cooperate with, and cause all applicable Service Providers to cooperate with, any forensic examination or other audit required by the Payment Brands, Chase Paymentech or Member because of a Data Compromise Event;
- (r) pay for all costs and expenses related to a forensic examination or other audit required by the Payment Brands, Chase Paymentech, or Member (including all of Chase Paymentech's reasonable attorneys' fees and other costs related to the forensic exam or audit);
- (s) take all actions necessary to achieve and maintain compliance in accordance with the results of, and in the time frame set forth in, a forensic examination or audit report from Chase Paymentech, the Payment Brands, or Member; and
- (t) upon request, return all materials that contain Transaction Data or Payment Card Information to Chase Paymentech or provide Chase Paymentech with acceptable proof of its destruction.

Chase Paymentech may:

- (u) share Merchant's financial information, information related to Merchant's Transactions, and other information provided by Merchant with Chase Paymentech's affiliates and the Payment Brands;
- (v) use or disclose information related to Merchant's Transactions:
 - i. as necessary to process Merchant's Transactions or otherwise provide Services and maintain Merchant's account pursuant to this Agreement;
 - ii. to detect prevent, reduce, or otherwise address fraud, security, or technical issues;
 - iii. to enhance or improve Chase Paymentech's products and Services generally; or
 - iv. as required or permitted by the Payment Brands or applicable law;
- (w) prepare, use, or share with third parties, aggregated, non-personally identifiable information derived from Transaction Data of all of Chase Paymentech's customers or specific segments of Chase Paymentech's customers;
- (x) require, in its sole discretion, or based on information provided by the Payment Brands, a forensic examination of Merchant or Merchant's Service Providers due to a Data Compromise Event or suspected event;
- (y) require Merchant or Merchant's Service Provider to engage a forensic examiner in order to expedite the investigation of the Data Compromise Event or suspected event. Alternatively, Chase Paymentech may engage a forensic examiner on Merchant's or Merchant's Service Provider's behalf; and
- (z) investigate a Data Compromise Event of Merchant, if permitted under the Payment Brand Rules.

13. INFORMATION ABOUT MERCHANT AND MERCHANT'S BUSINESS.

13.1 Additional Financial Information. Upon five (5) days' written notice at any time, Merchant, and each Guarantor (if any), agrees to furnish to Chase Paymentech all financial statements and information as Chase Paymentech may reasonably request. Merchant's and each Guarantor's signature on this Agreement authorizes Chase Paymentech to perform any credit check deemed necessary with respect to Merchant and each Guarantor, as applicable.

13.2 Audit Rights; Site Visit; Website Inspection. With prior notice and during Merchant's normal business hours, Chase Paymentech's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement. Furthermore, Merchant may be contacted by Chase Paymentech or a third party contracted by Chase Paymentech who will need to gain access to Merchant's business operation to perform a site visit and inspection (the "Site Visit") in compliance with Payment Brand Rules. The Site Visit will include, among other things, an interview with Merchant regarding the nature of Merchant's business, as well as photographs of Merchant's business operation. If Merchant is unavailable for the Site Visit as scheduled, Chase Paymentech may suspend the settlement of Merchant's Transactions until a Site Visit can be completed and approved by Chase Paymentech. If Merchant operates an ecommerce website, Chase Paymentech is obligated under the Payment Brand Rules to investigate the contents of such website, either directly or through review of screen shots presented to Chase Paymentech by Merchant (the "Website Inspection"). Chase Paymentech may suspend the settlement of Merchant's Transactions until a Website Inspection can be completed and approved by Chase Paymentech. In the event that Merchant fails to reasonably cooperate with the required Site Visit or Website Inspection, or in the event the results of the Site Visit or the Website Inspection are not approved by Chase Paymentech, Chase Paymentech may terminate this Agreement immediately upon notice to Merchant.

13.3 Notification to Chase Paymentech of Merchant's Changes.

- (a) Merchant agrees to provide Chase Paymentech at least 30 days' prior written notice of its intent to change current product lines or services, Merchant's trade name or legal name, or the manner in which Merchant accepts Payment Cards. If Chase Paymentech determines such a change is material to its relationship with Merchant, Chase Paymentech may refuse to process Transaction Data made subsequent to the change, temporarily suspend payment of settlement funds, or terminate this Agreement.
- (b) Merchant agrees to provide Chase Paymentech with prompt written notice:
 - i. if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding; or
 - ii. of any:
 - a. adverse change in Merchant's financial condition;
 - b. planned or anticipated liquidation or substantial change in the basic nature of Merchant's business;

- c. transfer or sale of any substantial part (25% or more in value) of Merchant's total assets;
- d. judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of Merchant's total assets not later than three days after Merchant obtains knowledge of any such judgment, writ, warrant of attachment, execution, or levy; or
- e. change in the control or ownership of Merchant or Merchant's parent if Merchant or Merchant's parent is not a corporation whose shares are listed on a national securities exchange or on an over-the-counter market.

13.4 Referral Sources. Merchant may have been referred to Chase Paymentech for the execution of this Agreement by a third party who has entered into a formal referral relationship with Chase Paymentech (a "Referral Partner"). If that is the case, Chase Paymentech will be the sole provider of the services necessary to authorize, process, and settle all of Merchants Transactions in accordance with the terms and conditions of the Agreement; however, Referral Partner may be involved in the servicing and maintenance of Merchant's merchant account. Therefore, notwithstanding anything to the contrary in the Agreement, Merchant hereby authorizes Chase Paymentech to share Merchant's financial information, information related to Merchant's Transactions (including Payment Instrument Information) and any other information that Merchant provides to Chase Paymentech with Referral Partner. Merchant understands and agrees that Chase Paymentech will not be responsible for Referral Partner's subsequent use or disclosure of such information.

14. DISCLAIMER; LIMITATION OF DAMAGES. Subject to Section 5, Chase Paymentech will, at its own expense, correct any Transaction Data to the extent that such errors have been caused by Chase Paymentech or by malfunctions of Chase Paymentech's processing systems. However, Chase Paymentech shall not be liable or responsible for the authenticity, accuracy, corruption, damage to, tampering with, or failure to receive any Transaction Data transmitted in any form or format to Chase Paymentech by, or on behalf of, Merchant, and Chase Paymentech shall be entitled to rely on data it receives from, or on behalf of, Merchant in the discharge of its obligations hereunder.

PLEASE READ THIS PROVISION CAREFULLY

UNDER NO CIRCUMSTANCES WILL CHASE PAYMENTECH'S LIABILITY ARISING OUT OF OR RELATED TO ITS PERFORMANCE OF SERVICES UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO CHASE PAYMENTECH BY MERCHANT UNDER THIS AGREEMENT (NET OF PAYMENT BRAND FEES, THIRD PARTY FEES, INTERCHANGE, ASSESSMENTS, PENALTIES, AND FINES) FOR THE SIX (6) MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OR ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY FINES, FEES, PENALTIES, ASSESSMENTS OR OTHER AMOUNTS IMPOSED BY THE PAYMENT BRANDS SHALL BE DIRECT DAMAGES AND SHALL NOT BE DEEMED TO BE SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND CHASE PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

15. MISCELLANEOUS.

15.1 Taxes. Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay any taxes imposed on the Services, equipment, supplies, and other property provided under this Agreement, and Merchant authorizes Chase Paymentech to increase the amount collected from Merchant to reflect any and all assessments or increases in the sales, use, occupational, property, lease, or other taxes imposed on such sale or lease of Services, tangible property, intellectual property, equipment, supplies, and other goods purchased.

15.2 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

15.3 Assignment; Other Events.

- (a) Merchant may not transfer or assign this Agreement without the prior written consent of Chase Paymentech. Any transfer or assignment of this Agreement by Merchant, by operation of law, merger, or otherwise, without Chase Paymentech's prior written consent is null and void, and Merchant is fully responsible with respect to all Transactions submitted by the purported assignee/transferee, and for any and all related liabilities, Chargebacks, expenses, costs, fines, fees or penalties arising from such Transactions. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Merchant's assets or business, has any right to continue or to assume or to assign this Agreement.
- (b) Merchant agrees to provide Chase Paymentech with not less than 30 days' prior written notice of:
 - i. any sale of all or substantially all of the assets of Merchant; or
 - ii. any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquires voting control of the Merchant.
- (c) Upon notice to Merchant, another Payment Brand member may be substituted for Member under whose sponsorship this Agreement is performed and for whom Chase Paymentech is acting as agent hereunder. Subject to Payment Brand Rules, Chase Paymentech may assign or transfer this Agreement and its rights and obligations hereunder and may delegate its duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without notice to or consent of Merchant.

15.4 Parties; Independent Contractor. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' actions. In providing Services to Merchant, Chase Paymentech will not be acting in the capacity of agent, partner, or joint venturer; Chase Paymentech is acting solely as an independent contractor.

15.5 Representations. Merchant agrees to perform its obligations under this Agreement in compliance with all applicable laws. Merchant represents and warrants that statements made on its Application are true as of the date of this Agreement. Merchant represents and warrants that its execution of and performance under this Agreement:

- (a) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Merchant and any third party or any affiliated entity;
- (b) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and
- (c) that the person signing this Agreement on behalf of Merchant is an Authorized Representative.

15.6 Publicity. Each party agrees that any other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such disclosure may identify the parties by name but must not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

15.7 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

15.8 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

15.9 Entire Agreement. The Payment Brand Rules, Application, Terms and Conditions, taxpayer identification and certification documentation, and all schedules, supplements, and attachments are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Chase Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Chase Paymentech or its representatives. This Agreement prevails over any conflicting terms of any agreement governing the Settlement Account.

15.10 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to Merchant's legal address set forth in the Application, to Chase Paymentech at: Attn: Legal Department, 14221 Dallas Parkway, Dallas, Texas 75254, or to such other address as either party may from time to time specify to the other party in writing. Notices provided in writing on Merchant's monthly statement(s) are sufficient for formal notice under the terms of this Section 15.10.

15.11 Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in Dallas County, Dallas, Texas.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION MERCHANT ACKNOWLEDGES AND AGREES THAT:

- (a) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES;
- (b) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER OR RELATED THIRD PARTIES; AND
- (c) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST CHASE PAYMENTECH, MEMBER, AND RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND CHASE PAYMENTECH MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any claim, dispute, or controversy ("Claim") by either Merchant, Chase Paymentech or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Chase Paymentech's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Chase Paymentech will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single

arbitrator and will be limited solely to the Claim between Merchant and Chase Paymentech and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within Dallas County, Dallas, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

15.12 Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Chase Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.12 will affect or excuse Merchant's liabilities and obligations for Chargebacks, refunds, or unfulfilled goods and services.

15.13 Amendment. Except as otherwise set forth in this Agreement, the Agreement may be amended at any time by Chase Paymentech upon thirty (30) days' notice to Merchant. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Merchant's electronic signature or continued submission of Transactions to Chase Paymentech following such notice will be deemed to be Merchant's acceptance of such amendment.

15.14 Counterparts; Electronic Signatures under the Uniform Electronic Transactions Act. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic Signatures, as defined by the Uniform Electronic Transactions Act, retain all the legal effect and enforceability of an original signature.

15.15 Merchant Taxpayer Certification and Chase Paymentech Reporting Obligations. In accordance with certain tax rules and regulations, Chase Paymentech is obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant shall provide Chase Paymentech with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify Chase Paymentech if there are any changes in this information. Chase Paymentech may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. Chase Paymentech may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of Chase Paymentech hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Chase Paymentech.

15.16 Member Obligations. While the Payment Brand Rules impose certain obligations on Member (the "Member Obligations"), Paymentech has the authority to perform the Member Obligations on behalf of Member, and, unless otherwise specifically set forth in the Agreement, Paymentech shall be solely responsible for performance of the Member Obligations under the terms of this Agreement.

16. SURVIVAL. The following Sections survive termination of this Agreement: 4.2, 4.4, 4.5, 4.6, 5, 6, 7, 9, 10.2, 10.3, 10.4, 10.5, 11, 12, 14, 15, 16, 17, and Personal Guaranty.

17. TERMS USED IN THE APPLICATION AND THESE TERMS AND CONDITIONS.

Application	a statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant or its Authorized Representative(s), has previously or concurrently submitted to Chase Paymentech, including credit, financial, and other business related information, to induce Chase Paymentech to enter into this Agreement with Merchant and that has induced Chase Paymentech to process Merchant's Transactions under the terms and conditions herein
Authorized Representative	an owner, partner, officer, or other agent of the Merchant that is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements
Chargeback	a reversal of a Transaction Merchant previously presented to Chase Paymentech pursuant to Payment Brand Rules
Chase	JPMorgan Chase Bank, N.A. or Chase Bank U.S.A., N.A.
Chase Card	a consumer or small business debit or credit card issued in the United States by Chase whose transactions are capable of processing over the Visa, Inc. network
Chase Customer	the person to whom or entity to which a Chase Card is issued or who is otherwise authorized to use a Chase Card
Chase Merchant Services Specifications	the required formats and procedures provided by Paymentech or otherwise made available to Merchant for Merchant's transactions to be accepted as Chase Transactions
Chase Paymentech or Paymentech	Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254

Chase Requirements	the Chase Merchant Services Program Requirements governing Chase Transactions, as may be amended from time to time, provided to or made available to Merchant
Chase Transactions	a United States transaction, excluding a PIN debit transaction, conducted between a Chase Customer and Merchant utilizing a Chase Card which is processed directly between Merchant and Chase through Paymentech
Conveyed Transaction	any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant
Customer	the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument, including a Chase Customer
Data Compromise Event	An occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transaction Data or Payment Instrument Information
Effective Date	The day this Agreement is accepted and agreed to by Chase Paymentech, as set forth in Section 10.1
EMV	Europay, MasterCard and Visa
Guarantor	The person(s) identified in the Application as having an ownership interest in Merchant and who agree to be personally responsible for Merchant's obligations to Chase Paymentech under this Agreement
Merchant	The legal entity identified in the Application and whose name and signature appears on this Agreement
Member	JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Chase Paymentech as required by all applicable Payment Brands. Member is a principal party to this Agreement and Merchant's acceptance of Payment Brand products is extended by the Member
Payment Application	a third party application used by merchant that is involved in the authorization or settlement of Transaction Data
Payment Brand	Any payment method provider whose payment method is accepted by Chase Paymentech for processing, including: <ul style="list-style-type: none"> • Visa Inc.; • MasterCard International, Inc.; • Discover Financial Services, LLC; and • any other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council and the Electronic Payment Association (frequently referred to as "NACHA")
Payment Brand Rules	All bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Payment Brands, and, to the extent applicable, the Chase Requirements
Payment Instrument or Payment Card	An account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that Merchant accepts from Customers as payment for a good or service, including a Chase Card Payment Instruments include, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts. Use of the term Payment Instrument or Payment Card throughout this Agreement includes any Payment Card with an embedded microcomputer EMV chip.
Payment Card Information or Payment Instrument Information	Information related to a Customer or the Customer's Payment Card that is obtained by Merchant from the Customer's Payment Card, or from the Customer in connection with his or her use of a Payment Card). Such information may include, but is not limited to: <ul style="list-style-type: none"> • the Payment Card account number and expiration date; • the Customer's name or date of birth; • PIN data, security code data (such as CVV2 and CVC2); and • and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Card Information are treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.
Refund	Any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services and any adjustment of a Transaction
Refund Policy	A written policy with regard to Refunds
Retrieval Request	A request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction
Security Standards	All rules, regulations, standards, or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Payment Instrument Information, including, without limitation, the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program ("DISC"), American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program (PCI PTS), in each case as they may be amended from time to time
Services	All Transaction processing services provided by Chase Paymentech, including, without limitation, authorization, conveyance, settlement, and funding of all Transactions, as provided for in this Agreement or any subsequent agreement between the parties. The Services may also include the provision of or access to monthly statements or reporting tools, as well as assistance with Merchant's Chargebacks.
Service Provider	Any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on Merchant's behalf, including, without limitation, its agents, business partners, contractors, and subcontractors
Settled Transaction	A Transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged

	between the Customer and Merchant for the purchase of a good or service or the Refund of such purchase and the value for such Transaction is settled by the Payment Brand through Chase Paymentech to the Merchant
Stored Value Card Transaction	A Transaction in which a Customer adds or redeems value to or from a stored value card, gift card, or loyalty Payment Card issued by or on behalf of Merchant
Transaction	A transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant, including a Chase Transaction
Transaction Data	The written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Chase Paymentech
Transaction Receipt	An electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer

Personal Guaranty. Each Guarantor whose name and signature appears in the Application (individually a "Guarantor" and collectively the "Guarantors") hereby, jointly and severally, unconditionally and irrevocably, guarantee the full, timely and continuing performance of each and every representation, warranty, covenant, agreement and obligation of Merchant now or hereafter arising under or in connection with the Agreement, including, without limitation, any indebtedness and other liabilities of Merchant created, at any time, under or in connection with the Agreement (the "Guaranteed Obligations"). Each Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Merchant and is familiar with the value of any and all collateral intended to be created as security for the payment of the Guaranteed Obligations. However, no Guarantor is relying on such financial condition or collateral, including, without limitation, the existence of a Reserve Account (if any) as an inducement to enter into this Personal Guaranty. Each Guarantor hereby unconditionally and irrevocably waives any and all notices, demands and other formalities, of every kind and description, including, without limitation, any (i) notice of acceptance of this Personal Guaranty, (ii) notice of the incurrence of any Guaranteed Obligation, (iii) notice of the occurrence of any breach or default relating to or in connection with the Agreement or (iv) demand for performance or payment, presentment, protest, notice of protest or proof of breach or default. This is an unconditional, irrevocable and continuing guaranty of payment and not a guaranty of collection. Each Guarantor hereby acknowledges and agrees that such Guarantor is liable for the Guaranteed Obligations as primary obligor and Chase Paymentech, Member or any other beneficiary of the Agreement, as the case may be, may exercise their respective rights and remedies hereunder against one or more Guarantors, whether or not first or ever exercising their respective rights and remedies hereunder or otherwise against Merchant or any other guarantor or obligor or enforcing or collecting any present or future collateral securing the Guaranteed Obligations. Each Guarantor hereby acknowledges and agrees that such Guarantor's obligations and liabilities pursuant to this Personal Guaranty shall in no way be discharged, released or in any way affected by (i) any action taken under or in connection with the Agreement or the Guaranteed Obligations, including, without limitation, any assignment, renewal, extension, compromise, indulgence, forbearance, waiver, acceleration, modification, amendment or other change granted to Merchant or any guarantor or obligor or otherwise related thereto, (ii) the taking, holding, exchange, enforcement, waiver or release of any security for the performance of the Guaranteed Obligations or this Personal Guaranty, (iii) the release, in whole or in part, of Merchant or any other guarantor or obligor from any obligation or liability, (iv) the substitution of any one or more of the Guarantors or the acquisition of additional guarantors, (v) any insolvency, bankruptcy or similar proceedings involving or affecting Merchant or any other guarantor or obligor, (vi) the death, dissolution or ceasing to exist (whether voluntary or involuntary) of Merchant or any other guarantor or obligor or (vii) any other act, omission or circumstance whatsoever that may in any manner vary the risks of such Guarantor or might otherwise constitute a legal or equitable defense or discharge of such Guarantor or any other guarantor or obligor. Each Guarantor hereby waives all defenses based on occurrences of the types described in clauses (i) through (vii) above. Each Guarantor hereby represents and warrants that such Guarantor has received, or will receive, direct or indirect benefit from the making of this Personal Guaranty and that the Guaranteed Obligations and such benefit has a value reasonably equivalent to or greater than the obligations and liabilities incurred pursuant to this Personal Guaranty. This Personal Guaranty shall be binding on each Guarantor and such Guarantor's heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of Chase Paymentech, Member and any other beneficiary of the Agreement, as the case may be, and their respective heirs, administrators, legal representatives, successors, and assigns. Neither Guarantor may, without the prior written consent of Chase Paymentech, assign any of its rights, powers, duties, or obligations hereunder. The Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Chase Paymentech in the enforcement of this Personal Guaranty.



Setup Disclosure Authorization Addendum

Authorization to send data to a Third Party

NAPSL3RDPTY 20120816 V3.0

1. Merchant Information

Merchant Legal Name (the "Merchant") CITY OF KUNA	Application ID 9223606	MID
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2. Third Party Information

Third Party Name (the "Third Party") XPRESS BILL PAY	Fax Number		
Address	City	State UT	Zip

3. Terms and Conditions

THIS SETUP DISCLOSURE AUTHORIZATION ADDENDUM (the "Addendum") is entered into by and between **Paymentech, LLC**, a Delaware limited liability company ("Paymentech"), and Merchant as of the date signed by Merchant below.

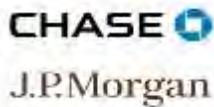
- Effect.** This Addendum supplements, and is hereby incorporated into and made a part of, that certain Merchant Application and Agreement, dated effective as of [Enter Date of Merchant Agreement], between Paymentech and Merchant (the "Merchant Agreement"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Merchant Agreement. This Addendum shall supplement (and, as necessary, amend) the Merchant Agreement. Except to the extent they conflict with, or are inconsistent with, this Addendum, Merchant shall remain obligated to comply with all portions of the Merchant Agreement, including, without limitation, the Payment Brand Rules, and all schedules and attachments to the Merchant Agreement.
- Setup Disclosure Authorization.** Merchant is utilizing the services of the third-party supplier, vendor or VAR set forth above (the "Third Party"), and in connection with the services to be provided thereby, desires for Paymentech to provide the Third Party with certain information relating to Merchant's card processing account with Paymentech, including, but not limited to, confidential password and login information belonging to Merchant (the "Information"). Merchant understands and acknowledges that the misuse or unauthorized disclosure of the Information by the Third Party could allow unauthorized persons to access Merchant's account, conduct unauthorized transactions on Merchant's account, or otherwise cause Merchant substantial harm for which Paymentech shall not be responsible or liable. Merchant hereby authorizes Paymentech to disclose the Information to the Third Party, and hereby agrees to waive, release and hold harmless Paymentech from any and all claims existing now or arising hereafter, caused by, arising out of or in any way relating to such disclosure by Paymentech and/or any use, misuse or unauthorized disclosure of the Information by the Third Party or any other third party which may obtain such information directly (or indirectly through one or more intermediaries) from Merchant or the Third Party.
- Miscellaneous.** With exception of the Merchant Agreement, which is incorporated herein and made a part hereof by reference, this Addendum (including all schedules, riders and exhibits attached thereto) embodies the parties' final, complete and exclusive agreement with respect to the subject matter. This Addendum shall supersede all prior and contemporaneous agreements, understandings and representations, written or oral. Any waiver, amendment, or modification of this Addendum, or any of its terms, must be in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by either party of any breach of this Addendum shall be deemed a waiver of any other breach or any subsequent breach; nor shall such waiver affect either party's right thereafter to enforce any provision of this Addendum or to exercise any right or remedy in the event of any other default.

4. Signature

Name (please print):	Title
<p>X _____</p> <p>Signature Date</p>	

Internal Use Only: Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

Signature Title Date



Xpress Bill Pay

Schedule A Pricing Sheet

IPT – Version Date 07/2016

1. Fees applied on every transaction: MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost.

Payment Brand Interchange	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
PIN Debit Network Fees (if accepted)	All standard PIN Debit Network Fees will be assessed
JCB (Japanese Credit Bureau) (if accepted)	3.20%

Payment Brand Assessments			Payment Brand Network Fees		
			Credit	Debit	
MasterCard	Credit transactions less than \$1000 and all Debit transactions	0.120%	MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
	Credit transactions greater than \$1000	0.140%			
Visa	Debit transactions	0.130%	Visa Processing Fee (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
	Credit transactions	0.130%			
Discover / JCB		0.130%	Discover / JCB Data Usage Fee	\$0.0195	\$0.0195

Authorization / Transaction Fees	
MasterCard / Visa / Discover per authorization	\$0.15
MasterCard / Visa / Discover / PIN Discount Rate	0.25%
American Express per authorization	\$0.20
PIN Debit per transaction	\$0.15

2. One Time and Periodic Fees

One Time Fees ¹		Monthly Fees ²		Annual Fees	
NetConnect Setup Fee	\$79.95	Monthly Service Fee	\$5.00	Annual Fee	Waived
Terminal Reprogram Fee	Waived	Visa Fixed Acquirer Network Fee ³	Varies		
		Monthly Minimum Fee ⁴	\$25.00		

1 – Please be sure you have enough funds in your bank account to have these fees electronically debited. These fees will be electronically debited from your bank account at the time of setup.

2 – Monthly service and minimum fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.

3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if processing fees total \$17.00 we would charge an additional \$8.00 to meet the \$25.00 minimum.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	\$10.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
Batch Settlement Fee	Waived	Charged for each batch of transaction(s) submitted for settlement
ACH Return Fee	\$25.00	Charged when Chase Paymentech is unable to debit fees from your account

3B. Per Request Fees: Charged every time you request one of the below items		
Statement Fee (Email/ROL)	Waived	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	\$5.00	Charged each month Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Supplies	By order	Charges for supply orders vary based on the items ordered
Equipment Swap Fee	By order	Charged when you swap equipment with Chase Paymentech. Fees for swapping equipment vary based on the equipment manufacturer and model.

Customer initials	X _____	Please initial to acknowledge page 1 of the Schedule A pricing agreement (Please initial here for page 1 and sign Section 6 on page 2)
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ORDINANCE NO. 2016-34

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING TITLE 7, CHAPTER 4, ENTITLED “RAILROADS” IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article XII, Section 2 of the Idaho Constitution, and Idaho Code Section 50-302 allow municipal corporations to adopt regulations which are not contrary to the general laws; and

WHEREAS, the City Council finds that the state of Idaho has enacted Idaho Code 49-1425.

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

Section 1: Kuna City Code Title 7, Chapter 4 shall be repealed in its entirety as follows:

Title 7- Public Ways and Property

~~Chapter 4 Railroads~~

~~7-4-1: OBSTRUCTING STREET CROSSINGS:~~

~~A. It shall be unlawful for any railroad or railway company, engineer, train conductor or other person to cause or allow any locomotive engine or car to stop in or remain upon any street crossing within the corporate limits of the city for a longer period than five (5) minutes at any one (1) time.~~

~~B. Should it be necessary at any time to occupy or obstruct in whole or in part any street crossing for a period of five (5) minutes or longer, it shall be the duty of each and every railroad and railway company upon whose line of road such obstruction may occur, its agents or employees, on or before the expiration of said five (5) minutes, when from any cause the entire train cannot be moved to one side of the street crossing so occupied or obstructed, to cause such cars as may be obstructing said crossing to be uncoupled and some [of] one division of the train removed from the aforesaid crossing in such manner and to such distance as to leave said crossing entirely free and unobstructed, and said train, when again coupled shall be forthwith removed from said crossing.~~

~~C. Any violation of this section shall be a misdemeanor.~~

~~All other fees are due and payable at time of making application for the building permit.~~

~~2. Lien. The applicant shall consent to a lien being recorded against the property for the fees that are deferred. The lien will be recorded within five (5) days of the date when the City defers the fees. The Kuna City Planning and Zoning Department shall be responsible for recording the lien and the lien release. In the event there is an existing lien on the property for the purpose of the new construction or purchase and new construction for which the fees are being deferred, the City lien for the deferred fees shall be subordinate to the construction loan lien or purchase and construction loan lien. In the event no construction or purchase and construction loan lien is recorded at the time the~~

~~City records its lien for the deferred fees, the City agrees that its lien may be a priority lien at the time recorded, and the City may subordinate its lien to a lien being recorded for the purpose of a construction or purchase and construction security interest agreement~~

~~3. — Time limitation. The deferral time period shall be not more than one (1) year.~~

~~4. — Reservation of Rights to Terminate Service. The City reserves the right to terminate any service to the property for any violation of this Chapter, including non-payment of any city utility or assessment related the property and/or the declaration of insolvency or filing of bankruptcy. The City shall give fifteen (15) days written notice of termination to the applicant, and if, after the expiration of the fifteen (15) days, the full amount due to the City is not paid in full, said services shall be terminated. The applicant shall be responsible for all reasonable attorney fees incurred in the enforcement and/or collection of the deferred amounts if the full amount is not paid off at time of issuance of the Occupancy Permit or actual occupancy.~~

~~5. — Retention of Certificate of Occupancy and release of Lien. The Certificate of Occupancy shall be retained by the City until the City receives payment in full of the deferred fees. Upon payment in full of the deferred fees, the Kuna City Planning and Zoning Department shall cause to be recorded in the official records of Ada County, a release of the lien and shall also release the Certificate of Occupancy. In the case where the deferred fees are being paid by a title company in the process of closing escrow on a property contracted for sale, the title company shall place a demand upon the City. Upon receipt of a demand from a title company the City shall deliver or transmit the required payoff of the deferred fees to the title company. The City shall also deliver or transmit the Certificate of Occupancy and notarized release of the City lien to the title company to be held in trust with instructions to the title company that upon receiving and tendering payment to the City for the deferred fees, the title company shall be authorized to release the Certificate of Occupancy to any parties requesting same and record the release of lien.~~

Section 2: This ordinance shall become effective upon passage and publication, as provided by law.

ADOPTED this 6th day of December, 2016.

CITY COUNCIL OF THE CITY OF
KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2016-35

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING ORDINANCE NO. 2012-14 THAT AMENDED TITLE 4, CHAPTER 1, SECTION 3, PART B.1 OF THE KUNA CITY CODE (AS AMENDED), WHICH PROVIDED THAT CERTAIN FEES ASSOCIATED WITH THE APPLICATION FOR A NEW RESIDENTIAL CONSTRUCTION BUILDING PERMIT BE DEFERRED UNTIL ISSUANCE OF THE CERTIFICATE OF OCCUPANCY; CLARIFYING WHEN PERMIT AND PLAN REVIEW FEES ARE PAYABLE; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, Article XII, Section 2 of the Idaho Constitution, and Idaho Code Section 50-302 allow municipal corporations to adopt regulations which are not contrary to the general laws; and

WHEREAS, the City Council now finds that the City has recovered from the recession, which had a substantial impact on the number of residential building permits being issued in the city of Kuna, and the City is now issuing residential building permits at pre-recession levels; and

WHEREAS, the City Code, as amended, currently allows for building and impact fees for new residential construction be paid at the time of issuance of the certificate of occupancy; and

WHEREAS, the program for deferral was rarely used, and it resulted in an extraordinary amount of staff time preparing the necessary paperwork to both issue the permits, secure the amount due by lien, and then release the lien after payment; and

WHEREAS, the City Council finds that it is in the best interest of the City to repeal that portion the Kuna City Code which provided for the payment of certain fees at the time of issuance of certificate of occupancy to revert to the prior system where the fees were collected at time of application for issuance of building permit.

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

Section 1: Kuna City Code Title 4, Chapter 1, Section 3, Part B.1, titled "Permit Fees" shall be amended as follows:

4-1-3**B.**

1. Permit Fees: Applicants shall pay plan review fees at time of submitting the application to the city; agency fees, city impact fees, and permit fees and are due at the time the building permit is obtained from the city. All city fees shall be established by ordinance or resolution of the city council, as

~~amended from time to time. For new residential construction only, including multifamily units, prior to the issuance of the building permit, an applicant may request that the following permit and impact fees be deferred until the time of issuance of the occupancy permit (Certificate of Occupancy) or when actual occupancy occurs, whichever occurs first:~~

- a. ACHD Impact Fee. (As approved by ACHD).
- b. Kuna City Building Permit Fee
- c. Kuna City Zoning Fee
- ~~b-d.~~ Kuna City Electrical Inspection Fee
- ~~e-e.~~ Kuna City Plumbing Inspection Fee
- f. Kuna City RES Check Fee
- g. Kuna City Mechanical Inspection Fee
- h. Kuna City Water Meter Set
- i. Kuna Municipal Irrigation Pressurized Irrigation Supply Fee.
- j. Kuna Municipal Irrigation Pressurized Irrigation Main Fee.
- k. Kuna City Water Main Capacity Fee.
- l. Kuna City Water Supply Fee.
- m. Kuna City Sewer Treatment Capacity Fee (not including any LID assessment).
- n. Kuna City Sewer Interceptor Capacity Fee.
- ~~d-o.~~ Kuna City Park Impact.
- ~~e-p.~~ Any other Kuna City fee, as adopted by resolution or ordinance. Well Mitigat

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~~2. Lien. The applicant shall consent to a lien being recorded against the property for the fees that are deferred. The lien will be recorded within five (5) days of the date when the City defers the fees. The Kuna City Planning and Zoning Department shall be responsible for recording the lien and the lien release. In the event there is an existing lien on the property for the purpose of the new construction or purchase and new construction for which the fees are being deferred, the City lien for the deferred fees shall be subordinate to the construction loan lien or purchase and construction loan lien. In the event no construction or purchase and construction loan lien is recorded at the time the City records its lien for the deferred fees, the City agrees that its lien may be a priority lien at the time recorded, and the City may subordinate its lien to a lien being recorded for the purpose of a construction or purchase and construction security interest agreement~~

~~3. Time limitation. The deferral time period shall be not more than one (1) year.~~

~~4. Reservation of Rights to Terminate Service. The City reserves the right to terminate any service to the property for any violation of this Chapter, including non-payment of any city utility or assessment related the property and/or the declaration of insolvency or filing of bankruptcy. The City shall give~~

~~fifteen (15) days written notice of termination to the applicant, and if, after the expiration of the fifteen (15) days, the full amount due to the City is not paid in full, said services shall be terminated. The applicant shall be responsible for all reasonable attorney fees incurred in the enforcement and/or collection of the deferred amounts if the full amount is not paid off at time of issuance of the Occupancy Permit or actual occupancy.~~

~~5. Retention of Certificate of Occupancy and release of Lien. The Certificate of Occupancy shall be retained by the City until the City receives payment in full of the deferred fees. Upon payment in full of the deferred fees, the Kuna City Planning and Zoning Department shall cause to be recorded in the official records of Ada County, a release of the lien and shall also release the Certificate of Occupancy. In the case where the deferred fees are being paid by a title company in the process of closing escrow on a property contracted for sale, the title company shall place a demand upon the City. Upon receipt of a demand from a title company the City shall deliver or transmit the required payoff of the deferred fees to the title company. The City shall also deliver or transmit the Certificate of Occupancy and notarized release of the City lien to the title company to be held in trust with instructions to the title company that upon receiving and tendering payment to the City for the deferred fees, the title company shall be authorized to release the Certificate of Occupancy to any parties requesting same and record the release of lien.~~

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ADOPTED this 6th day of December, 2016.

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KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

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- l. Kuna City Water Supply Fee.
- m. Kuna City Sewer Treatment Capacity Fee (not including any LID assessment).
- n. Kuna City Sewer Interceptor Capacity Fee.
- o. Kuna City Park Impact.
- p. Any other Kuna City fee, as adopted by resolution or ordinance.

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