

## OFFICIALS

Joe Stear, Mayor  
Richard Cardoza, Council President  
Briana Buban-Vonder Haar, Council Member  
Pat Jones, 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, January 17, 2017

#### 6:00 P.M. REGULAR CITY COUNCIL

1. *Call to Order and Roll Call*
2. *Invocation:* None
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, January 3, 2017

#### B. Accounts Payable Dated January 12, 2017 in the Amount of \$363,366.14

#### C. Final Plat

#### D. Resolutions

1. Consideration to approve Resolution No. R03-2017 - Accepting Temporary Pressure Irrigation Easement from the Arbor Ridge Subdivision No. 2 and No. 3 Projects

RESOLUTION APPROVING ACCEPTANCE OF A TEMPORARY EASEMENT ON PROPERTY OF ENDURANCE HOLDINGS, LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PRESSURE IRRIGATION MAIN FOR THE ARBOR RIDGE SUBDIVISION NO. 2 AND NO. 3 PROJECTS.

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

2. Consideration to approve Resolution No. R04-2017 - Accepting the Seepage Bed Maintenance Easement from the Kuna Joint School District No. 3

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE SEEPAGE BED MAINTENANCE EASEMENT FROM THE KUNA JOINT SCHOOL DISTRICT NO. 3. GRANTING AN EASEMENT TO THE CITY OF KUNA, IDAHO AND ITS SUCCESSOR IN INTEREST, THE ADA COUNTY HIGHWAY DISTRICT FOR STORM WATER RUNOFF TO BE CONSTRUCTED AT THE CORNER OF MAIN STREET AND N. AVENUE E, KUNA, IDAHO, AS DEPICTED AND DESCRIBED IN EXHIBIT A.

3. Consideration to approve Resolution No. R05-2017 - Adopting the Ada County Multi-Hazard Mitigation Plan and Repealing Resolution No. R54-2011  
<https://adacounty.id.gov/accem/Mitigation>

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE ADOPTION OF THE ADA COUNTY MULTI-HAZARD MITIGATION PLAN; AND REPEALING KUNA CITY RESOLUTION NO. R54-2011.

4. Consideration to approve Resolution No. R06-2017 - Authorizing the Silver Butte Holsteins, Inc. Lease

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

5. Consideration to approve Resolution No. R07-2017 - Approving the Mutual Aid and Assistance Agreement for IDWARN

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK (IDWARN), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

**E. Findings of Fact and Conclusions of Law**

1. Consideration to approve the Findings of Fact and Conclusions of Law for Case No. 16-04-ZC (Rezone) – Approving a request from Keith Clow to rezone approximately 8.74 acres in city limits from an (A) agriculture zone to a (C-2) Area Business District commercial zoning designation. Ada County Assessor Parcel #: S1419333400.

**6. Community Reports or Requests: None**

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

- A. Public Hearing and consideration to approve Ordinance No. 2017-01 Amending Kuna City Code (16-04-ZOA Zoning Ordinance Amendment) – A request by the City of Kuna - Wendy Howell, Planning and Zoning Director

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 6, CHAPTER 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 COLLECTOR AND ARTERIAL STREETS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**8. Business Items:**

- A. Consideration of additional funds from contingency for the Downtown Revitalization project to relocate the project drainage, adjust the roadway asphalt depth to meet ACHD’s requirements, relocate power underground, add two bulb outs on the west side of Avenue D and Main Street, and construction of an asphalt path at the southeast corner of Main St. and Ave E. – Chris Engels, City Clerk, Bob Bachman, Facilities Director, and Tim Blair PE, J-U-B Engineers
- B. Discussion of EDUs for Journey’s End - Richard Roats, City Attorney

**9. Ordinances:**

**10. Mayor/Council Discussion Items:**

**11. Announcements:**

**12. Executive Session:**

**13. Adjournment:**

**OFFICIALS**

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

**CITY OF KUNA**

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

**City Council Meeting**  
**MINUTES**  
**Tuesday, January 3, 2017**

**6:00 P.M. REGULAR CITY COUNCIL****1. Call to Order and Roll Call****COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear  
Council Member Pat Jones  
Council President Richard Cardoza  
Council Member Briana Buban-Vonder Haar via speaker phone  
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  
Bobby Withrow, Parks Director  
Trevor Kesner, Planner II  
Troy Behunin, Planner III

**2. Invocation:** Justin Sturgeon, New Beginnings Christian Church

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

Mayor Stear notified Council that item 7D needed to be removed from the agenda. It does not require Council approval.

Council President Jones moved to remove item 7D from the agenda. Seconded by Council Member McPherson. Motion carried 4-0.

**4. Consent Agenda:**

(Timestamp 00:02:19)

*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:**

**I. Regular City Council Minutes, December 20, 2016**

**B. Accounts Payable Dated December 29, 2016 in the Amount of \$198,382.12**

**C. Final Plat**

**I. Consideration to approve 16-15-FP (Final Plat) – Mineral Springs Sub No. 3**

Applicant seeks final plat approval for Mineral Springs Sub No. 3. If approved, this will create 12 buildable lots at the south west corner of School Ave. and Ardell Roads.

**D. Resolutions**

**I. Consideration to approve Resolution No. R01-2017 - Grant of ACHD Irrevocable Standby Letter of Credit**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF \$25,000 WITH THE ADA COUNTY HIGHWAY DISTRICT AS THE NAMED BENEFICIARY.

**Council President Jones moved to approve the consent agenda. Seconded by Council Member McPherson. Motion carried 4-0.**

**5. Community Reports or Requests:** None

**6. Public Hearings:** (6:00 p.m. or as soon thereafter as matters may be heard.)  
(Timestamp 00:03:00)

**A. Public Hearing and consideration to approve 16-04-ZC (Rezone) – Keith Clow – Trevor Kesner, Planner II**

Applicant requests to rezone approximately 8.74 acres currently in city limits from an (A) agriculture zone to a (C-2) Area Business District commercial zoning designation, in order to construct a commercial storage facility. The site has no assigned address and is located on the east side of N. Meridian Road, south of E. Meadowview Road and north of E. Kuna Road.

Planner II Trevor Kesner explained the details of the application and the conditions that would need to be met by the applicant. He stood for questions. None were received.

Mayor Stear opened the public hearing.

In Favor: Lloyd Pack, P.O. Box 1381 Caldwell, Idaho, 83606, stated he is one (1) of the engineers on this project. Mr. Kesner covered what Mr. Pack wanted to say so he stood for questions. None were received.

Neutral: None

In Opposition: None

**Council President Jones moved to close the public hearing. 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 stated he had mixed emotions about a facility of that size at the curve on the north. There are speed limit changes. Coming south, there will be traffic, including trailers and big trucks, pulling into the facility. He doesn't feel it's a safe situation. He would be more comfortable with a lighter use.

Council President Jones said he has the same concerns as Council Member Cardoza but he also noticed the responding parties didn't have concerns with it. He wasn't sure if the requirements could be changed and doesn't want to deter business. He clarified with Planning & Zoning Director Wendy Howell that the SUP will go to the Planning & Zoning Commission and nothing else will be going before Council for a vote.

Ms. Howell responded. (*Unintelligible – mic was not on*)

Council President Jones reiterated the only thing Council will vote on is the rezone. He added that he has concerns but nothing to substantiate them.

Mayor Stear said it would be good to know if it is close to the half mile mark. The curve does come around quite a ways. He asked Mr. Kesner to comment.

Mr. Kesner responded that their concerns are correct and, duly noted, based upon the frequency of turning in and the ingress and egress there for commercial use. A Planning & Zoning Commissioner asked the same questions but ITD didn't provide any restrictions. The permit has been approved by ITD but there may be some form of provisions the design review committee could recommend or they could have

applicant explore some creative ways to possibly mitigate the potential for any dangerous ingress and egress situations.

Mayor Stear added that it is at the quarter mile mark and not the half mile mark as he had previously thought.

Council Member McPherson noted it is a five (5) lane road with a turn lane. He wasn't concerned.

Council Member Buban-Vonder Haar said, if ITD isn't concerned, she is comfortable relying on their expertise.

Council Member Cardoza asked City Engineer Gordon Law about use of a water pump to the location.

Mr. Law said the recommendation of the City Engineer, which is based on what the City has done in the past in these situations, was to take care of the issues of fire protection done through the provision of water surface immediately. Immediate connection to Pressure Irrigation or Sewer is not recommended but there are trigger points later on in time that would cause a connection to those facilities.

Council Member Cardoza wanted Council to note water would have to be pumped in.

**Council President Jones, based on the staff analysis, the criteria for rezoning, and the comprehensive plan analysis of meeting Kuna's goals of property rights, economic development, and land use, moved to approve 16-04-ZC (Rezone). Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: Cardoza**

**Motion carried 3-1.**

**7. Business Items:**

*(Timestamp 00:18:48)*

- A. Election of a Council Member to serve as president of the Council until the first meeting in January of 2018 – Mayor Stear

Mayor Stear explained that this would be an annual election and a person would be asked to step in for situations and meetings when the Mayor is not available or double booked. The situations can be short notice.

Council Member Cardoza asked if there would be discussion.

Mayor Stear said the Council is welcome to discuss before making nominations.

Council President Jones said the code needed to be clarified for short notice. He is concerned about a member that has to leave their job on short notice, possibly with no compensation. There could be a time when there are four (4) council members that can't respond on short notice. He brought the matter up about compensation for a Council President for their availability on short notice. He was aware of other cities that have compensation for their Council Presidents. He felt, if it is going to a short notice thing, there should be something for the Council President so they do not lose time above what a typical Council Member would.

Council Member Buban-Vonder Haar asked if Council President Jones thought it should be a flat rate or something different based on actual needs.

Council President Jones said a flat rate could be done. A lot of the cities he looked at did flat rates. The amount would need to be figured out. He wasn't sure exactly how many times a Council President would need to fill in. He was only asked to fill in on two (2) occasions; one (1) he was unable to cover and the other never materialized. How much or how little a Council President will be asked to cover will need to be figured out and then who has the ability to cover that needs to be determined.

Mayor Stear said availability on short notice isn't in code but that is his preference if it fits the needs and wishes of Council. He provided some examples of times when he has trouble attending conflicting meetings. Those have not been very frequent in the past year and he did not expect them to be frequent in the following year but they are coming up more and more. Availability is his preference but it is up to Council. Compensation was up to Council as well. He thought it would be limited to eight (8) to ten (10) meetings a year unless the Council President wished to sit on committees.

Council Member Cardoza was willing to leave it open and have the president keep track of the time and then review it at the end of the year. He would like to see a description of what would be expected of the President. That might make it easier for Council Members when deciding who to elect in coming years.

Mayor Stear said the description was changed at the last meeting and it is pretty open.

Council Member Cardoza thought there should be a more adherent description of what is expected of that individual. That would make it easier for new members coming in.

City Attorney Richard Roats said he can draw up a description.

Council Member Buban-Vonder Haar said she has been on Council for five (5) years and is still unclear on everything the Council President is responsible for. She would like to see a description for more clarity as well.

Mayor Stear said right now the Council President is the co-signer for the financials and fills in for the Mayor when needed. It is pretty broad.

Council President Jones said if the ability to fill in on short notice is going to be required he would probably not be able to do it due to his job, however, if it is only to fill in if the Mayor becomes incapacitated or something of that nature, that is different matter. He asked if it needs to be a Council Member because of the issue of power.

Mayor Stear said with most of the meetings he sits in on he needs to assign someone as his alternate at the beginning of the year. There are ways to make someone else available and able to fill in. At those meetings the vote is actually the vote of the Mayor, meaning, in that capacity, whoever is filling in has the power of the Mayor which is why it is important to have one (1) person who can do that. He would not say this requires a Council President to fill in at a meeting. It is just his preference to have a Council President who is more available than not.

Council President Jones said that is another example of why a description is needed. He had not been aware that the Mayor had to assign an alternate with the power to vote in the Mayor's stead for those meetings. It would be helpful to add that to the description with any other expectations.

Council Member McPherson asked if Council Member Cardoza would be interested in the position.

Council Member Cardoza was agreeable to accepting the nomination.

Council Member Buban-Vonder Haar asked if a rotation should be set up. She was concerned about the cost of having to reprint business cards all the time and the initial responsibilities falling on one (1) person without any additional compensation depending on how much of an impact there really is. She thought rotating might be useful so that one (1) person does not have to take the brunt of it. She is fine with whatever the rest of Council decides.

Mayor Stear said it is not necessary for the business cards to say Council President. The Council President can operate with whatever business cards they currently have.

Council Member Buban-Vonder Haar recalled having to reprint business cards for Council President Jones when he was elected.

Mayor Stear said yes, that was done last time.

Council Member Cardoza asked City Clerk Chris Engels the cost of 1,000 business cards.

Ms. Engels thought it was somewhere in the \$30.00 to \$40.00 range. The City did order new cards last time but that was also due to the new City logo that needed to be updated on the City's business cards. She believed name plates were retained so there would not be that cost if there was a change. Also, some previous business cards have been retained if they are needed as well.

Council President Jones recused himself from being considered for the position based on Mayor Stear's concerns and preferences. He asked who would like to be considered for the position.

Council Member Buban-Vonder Haar would probably be able to do it and would do it but wouldn't be upset if she doesn't.

Council Member McPherson nominated Council Member Cardoza. Seconded by Council President Jones. Motion Carried 4-0.

Mayor Stear added that staff would work on creating a list of meetings and committees that require a designated person involved.

Council President Jones asked that staff also look into what other cities are doing in regards to compensation for Council Presidents.

- B.** Consideration to approve 16-01-TE (Time Extension) – Applicant requests a time extension for the Merlin Pointe Subdivision – Troy Behunin, Planner III  
(Timestamp 00:37:44)

Applicant requests a time extension to allow a large commercial user and the land owner to finalize preparations and agreements for construction responsibilities. The site is located on the north west corner of the Kuna Curve, near Sailor Place and Kuna Road.

Planner III Troy Behunin provided the details of the application and stood for questions.

Council Member Jones verified two (2) one (1) year extensions are allowed.

Mr. Behunin said applicants are allowed as many one (1) year time extensions as Council sees fit to give.

Council President Cardoza clarified that the applicant is allowed an unlimited number of extensions.

Mr. Behunin believed the Council approved an amendment a couple years back where the limit on the number of extensions an applicant can apply for was removed.

Council President Cardoza said, on page 2 of 7 in item 7B, section 6-2-3-J says the maximum number of time extensions the City Council can grant is two (2).

Mr. Behunin said that was a typo for the record. It is not what code says currently.

Council Member Jones clarified that the preliminary plat is complete.

Mr. Behunin clarified everything was approved according to code in 2013. They have not requested any amendments and there have not been any significant changes by the City that would require things be done differently.

Council President Cardoza asked if there is a development agreement.

Mr. Behunin responded there is and the agreement wouldn't be changed and extends what has already been approved.

**Council Member Jones moved to approve 16-01-TE (Time Extension).  
Seconded by Council Member McPherson. Motion carried 4-0.**

- C. Discussion on ID Badges with the possibility to approve funds from contingency to purchase equipment – Bobby Withrow, Parks Director  
(Timestamp 00:45:00)

Parks Director Bobby Withrow reviewed the options available for ID badges that he provided in his memo. He explained the details and said the total would be approximately \$1,462.00. If Council would like to move forward with it, the funds will need to come from contingency.

Mayor Stear said the purchase of a digital camera for City Hall would be good for more reasons than just the ID badges.

Council Member Jones asked if City Hall already has a digital camera.

Mr. Withrow said Planning & Zoning and the Clerk's Office both have cameras.

Council Member Jones said a digital camera is not needed which puts the amount requested at \$1,062.00.

Council Member Buban-Vonder Haar asked if any security measures could be added to the ID badges with this equipment.

Mr. Withrow said there are printers available that can add security measures but this one (1) does not have that capability. He wasn't sure what Council direction was on the matter.

Council Member Buban-Vonder Haar said if this printer is just printing and laminating it seems like that is something the City could have already been doing.

Mr. Withrow said these won't be laminated. The printer will print right on the card and it will dry. Holders can be purchased for the badges to help them last longer.

Council Member Buban-Vonder Haar just wanted to make sure that the public can be confident that the employee is actually from the city.

Council Member Jones explained what he knew about the printer set up. He thought they would be difficult to duplicate but may not meet long term security goals. He told Mr. Withrow he thought the prices were high and everything could be obtained for \$700.00 without the camera.

Mr. Withrow said he wasn't sure but would look into something cheaper.

Council Member Buban-Vonder Haar asked how much card covers would be and to eliminate the cost of the punch.

Mr. Withrow would price the sleeves and deduct the punch.

Council Member Buban-Vonder Haar was fine with approving an amount for both options and having Mr. Withrow move forward with the best and most cost effective option.

Council Member Jones was fine with that as well and confirmed that this cost would be split across all departments.

Council President Cardoza asked if there is a policy about wearing the badge.

Mayor Stear said staff has discussed this and will work on a directive for employees on when to wear them and when not to wear them.

Planning & Zoning Director Wendy Howell asked if the badges were only for people who go out in the field of if they are for employees across the board.

Council Member Jones thought it should be across the board. He suggested looking into arm sleeves for public works employees.

Council Member Buban-Vonder Haar suggested clips instead of lanyards.

Mr. Withrow said he would look into different options and get employee input but he felt lanyards would be the easiest to use.

Council President Cardoza asked who would pay for lost badges.

Mayor Stear said the cost for the ID badges is minimal after the initial cost of the equipment. The badges are only a couple dollars.

Mr. Withrow said the cards are very inexpensive but did not have the exact amount. He did not think the City will need to purchase more cards for at least a year or two (2) since 100 cards are included.

Council President Cardoza was concerned about time lost for bringing an employee in from the field to repeatedly replace their badge.

Mr. Withrow said, with the digital camera, staff can go to the employees in the field and the picture can be stored and reused if needed.

Council Member Jones asked Mr. Withrow to look at breakaway lanyards for safety reasons.

Mayor Stear asked if Council would like to approve an amount not to exceed.

Council President Cardoza was fine with that.

Council Member Jones said he was comfortable approving up to \$1,000.00.

Council Member Buban-Vonder Haar said she would like the amount to be a little higher since they are asking Mr. Withrow to look into card holders and breakaway lanyards, adding to the cost. She would be fine with \$1,300.00 to give him wiggle room and with the direction to be as cost effective as possible within their expectations.

Council President Cardoza asked where the pictures would be stored.

Mr. Withrow said they would probably be kept on the S: drive.

Council Member Jones added the software allows for great detail and stores everything on it.

**Council Member Jones moved to approve up to \$1,300.00 from contingency funds of each individual department split to HR's discretion to purchase ID Badge equipment and materials. 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.**

- D. Removed from the Agenda* Consideration to approve Resolution No. R02-2017 – Approving the Financial Guarantee Relating to City of Kuna Improvement Agreement (Cash Bond) – Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE FINANCIAL GUARANTEE RELATING TO COMPLETION OF

SUBDIVISION IMPROVEMENT ENTITLED CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND) FOR P&F DEVELOPMENT RELATED TO THE INSTALLATION OF ONE STREET LIGHT IN THE AMOUNT OF \$4,944.00, AS PROVIDED FOR IN KUNA CITY CODE 6-4-3.

**8. Ordinances:**

**9. Mayor/Council Discussion Items:**

*(Timestamp 01:01:24)*

Mayor Stear reiterated his appreciation to the School District for the easement for Main Street storm drainage.

Mayor Stear discussed the need for safety in the upcoming snow storm and appreciates ACHD's work.

**10. Announcements:**

**11. Executive Session:**

**12. Adjournment: 7:03 pm**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Customer Service Specialist  
Date Approved: CCM 01.17.2017*

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 12/30/2016-1/12/2017

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>A COMPANY, INC.</b>												
1463	A COMPANY, INC.	B-266119		RENTAL HI TECH RESTROOM, SN#T273, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, CITY FARM, EOW, DEC 16	01/08/2017	90.50	.00	21-6212 RENT- EQUIPMENT	0	12/16		
Total B-266119:						90.50	.00					
Total A COMPANY, INC.:						90.50	.00					
<b>ACEM</b>												
839	ACEM	60216.00		2ND QTR MEMBERSHIP DUES, JAN 17	01/03/2017	1,429.00	.00	01-6075 DUES & MEMBERSHIPS	0	1/17		
Total 60216.00:						1,429.00	.00					
Total ACEM:						1,429.00	.00					
<b>ADA COUNTY ASSESSOR'S OFFICE</b>												
207	ADA COUNTY ASSESSOR'S OFFICE	15617		1ST QTR GIS DATA DOWNLOAD SUBSCRIPTION, 2017, WATER	01/03/2017	168.00	.00	20-6075 DUES & MEMBERSHIPS	0	1/17		
207	ADA COUNTY ASSESSOR'S OFFICE	15617		1ST QTR GIS DATA DOWNLOAD SUBSCRIPTION, 2017, SEWER	01/03/2017	168.00	.00	21-6075 DUES & MEMBERSHIPS	0	1/17		
207	ADA COUNTY ASSESSOR'S OFFICE	15617		1ST QTR GIS DATA DOWNLOAD SUBSCRIPTION, 2017, PI	01/03/2017	64.00	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	1/17		
Total 15617:						400.00	.00					
Total ADA COUNTY ASSESSOR'S OFFICE:						400.00	.00					



City of Kuna

Payment Approval Report - City Council Approval

Report dates: 12/30/2016-1/12/2017

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
				BISOLFITE, T SHAFER, SEWER, DEC 16	12/12/2016	344.96	.00	21-6150_MAINT. & REPAIRS - SYSTEM	0	1/17		
Total 77447:						344.96	.00					
Total BHS SPECIALTY CHEMICALS:						344.96	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	96629	5096	2 - HP10 BLACK INK CARTRIDGES, M.BORZICK, DEC.'16	12/29/2016	27.48	.00	01-6165_OFFICE SUPPLIES	0	12/16		
1795	BUYWYZ LLC	96629	5096	2 - HP10 BLACK INK CARTRIDGES, M.BORZICK, DEC.'16, WATER	12/29/2016	36.30	.00	20-6165_OFFICE SUPPLIES	0	12/16		
1795	BUYWYZ LLC	96629	5096	2 - HP10 BLACK INK CARTRIDGES, M.BORZICK, DEC.'16, SEWER	12/29/2016	36.30	.00	21-6165_OFFICE SUPPLIES	0	12/16		
1795	BUYWYZ LLC	96629	5096	2 - HP10 BLACK INK CARTRIDGES, M.BORZICK, DEC.'16, PI	12/29/2016	9.90	.00	25-6165_OFFICE SUPPLIES	0	12/16		
Total 96629:						109.98	.00					
1795	BUYWYZ LLC	96840	5106	2 CS COPIER PAPER, P&Z, JAN 17	01/05/2017	68.12	.00	01-6165_OFFICE SUPPLIES	1003	1/17		
1795	BUYWYZ LLC	96840	5106	1 SET SPEAKERS, 1 RM GLOSSY PAPER, CLERKS, JAN 17	01/05/2017	33.08	.00	01-6165_OFFICE SUPPLIES	0	1/17		
Total 96840:						101.20	.00					
Total BUYWYZ LLC:						211.18	.00					
<b>C. H. SPENCER &amp; COMPANY</b>												
1607	C. H. SPENCER & COMPANY	400993715	4945	2 PUMPS W/HARDWARE FOR INDIAN CREEK LIFT STATION, T.FLEMING, SEWER, DEC 196	12/08/2016	12,952.80	.00	21-6166_PP&E PURCHASES - OPERATIONS	1051	12/16		

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Total 400993715:						12,952.80	.00					
Total C. H. SPENCER & COMPANY:						12,952.80	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	78024		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 2-1-17 TO 2-28-17. ADMIN</u>	01/01/2017	459.20	.00	01-6052 <u>CONTRACT SERVICES</u>	0	1/17		
1239	CASELLE INC	78024		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 2-1-17 TO 2-28-17. P&amp;Z</u>	01/01/2017	147.60	.00	01-6052 <u>CONTRACT SERVICES</u>	1003	1/17		
1239	CASELLE INC	78024		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 2-1-17 TO 2-28-17. WATER</u>	01/01/2017	434.60	.00	20-6052 <u>CONTRACT SERVICES</u>	0	1/17		
1239	CASELLE INC	78024		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 2-1-17 TO 2-28-17. SEWER</u>	01/01/2017	434.60	.00	21-6052 <u>CONTRACT SERVICES</u>	0	1/17		
1239	CASELLE INC	78024		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 2-1-17 TO 2-28-17. PI</u>	01/01/2017	164.00	.00	25-6052 <u>CONTRACT SERVICES</u>	0	1/17		
Total 78024:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	122516-01241		<u>DEDICATED LANDLINE, SCADA, 12-25-16 TO 01-24-17. JAN 17. WATER</u>	12/25/2016	16.82	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	1/17		
62	CENTURYLINK	122516-01241		<u>DEDICATED LANDLINE, SCADA, 12-25-16 TO 01-24-17. JAN 17. SEWER</u>	12/25/2016	21.95	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	1/17		
62	CENTURYLINK	122516-01241		<u>DEDICATED LANDLINE, SCADA, 12-25-16 TO 01-24-17. JAN 17. PI</u>	12/25/2016	7.12	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	1/17		

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 122516-012416:						45.89	.00					
Total CENTURYLINK:						45.89	.00					
<b>COMPASS</b>												
4	COMPASS	217039		<u>2ND QTR ANNUAL MEMBERSHIP DUES, FY 2017, JAN 17</u>	01/03/2017	2,031.50	.00	01-6075 DUES & MEMBERSHIPS	0	1/17		
Total 217039:						2,031.50	.00					
Total COMPASS:						2,031.50	.00					
<b>DIGLINE</b>												
25	DIGLINE	0055385-IN		<u>DIG FEES, WATER, DEC 16</u>	12/31/2016	59.61	.00	20-6065 DIG LINE EXPENSE	0	12/16		
25	DIGLINE	0055385-IN		<u>DIG FEES, SEWER, DEC 16</u>	12/31/2016	59.61	.00	21-6065 DIG LINE EXPENSE	0	12/16		
25	DIGLINE	0055385-IN		<u>DIG FEES, PI, DEC 16</u>	12/31/2016	22.71	.00	25-6065 DIG LINE EXPENSE	0	12/16		
Total 0055385-IN:						141.93	.00					
Total DIGLINE:						141.93	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	DEC 2016		<u>PLUMBING INSPECTION FEES, DEC 16</u>	01/06/2017	6,285.60	6,285.60	01-6202 PROFESSIONAL SERVICES	1003	1/17	01/06/2017	
Total DEC 2016:						6,285.60	6,285.60					
Total DMH ENTERPRISES:						6,285.60	6,285.60					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	DEC 2016		<u>ELECTRICAL INSPECTION FEES, DEC 16</u>	01/06/2017	5,609.91	5,609.91	01-6202 PROFESSIONAL SERVICES	1003	1/17	01/06/2017	

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Total DEC 2016:						5,609.91	5,609.91					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						5,609.91	5,609.91					
<b>FASTENAL COMPANY</b>												
1507	FASTENAL COMPANY	IDBOS205614	4918	<u>BOLTS FOR LIFT STATIONS, M.MEADE, NOV.'16 - SEWER</u>	11/04/2016	.67	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/16		
Total IDBOS205614:						.67	.00					
Total FASTENAL COMPANY:						.67	.00					
<b>FIRE EXTINGUISHER CO., INC</b>												
110	FIRE EXTINGUISHER CO., INC	46297	5080	<u>9 ANNUAL MAINTENANCE, 2 6YR SERVICE, 2 O RINGS, 2 DRYCHEM NEW EXTINGUISHERS, PARKS, DEC 16</u>	12/20/2016	157.88	.00	01-6140 MAINT. & REPAIR BUILDING	1004	12/16		
Total 46297:						157.88	.00					
110	FIRE EXTINGUISHER CO., INC	47206		<u>SEMI-ANNUAL HOOD SERVICE, SYSTEM RECHARGE, NEW R101-20 SYSTEM CARTRIDGE, NEW ANSULER RECHARGE CHEMICAL, 3 NEW 450 DEGREE FUSIBLE LINKS, SR CTR, DEC 16</u>	12/30/2016	495.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	12/16		
Total 47206:						495.00	.00					
Total FIRE EXTINGUISHER CO., INC:						652.88	.00					
<b>HD SUPPLY WATERWORKS LTD</b>												
63	HD SUPPLY WATERWORKS LTD	G584311	5076	<u>2 12IN SLEEVES, 4 GLAND PACKS, 20 FT 12 IN PVC PIPE, WATER BREAK REPAIR ON COLUMBIA, J MORFIN, WATER, DEC 16</u>	12/21/2016	924.80	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	12/16		

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Total G584311:						924.80	.00					
Total HD SUPPLY WATERWORKS LTD:						924.80	.00					
<b>HOLLINGER METAL EDGE INC</b>												
1857	HOLLINGER METAL EDGE INC	160690	5084	<u>ARCHIVAL SUPPLIES, DOCUMENT CASE WITH PULL HOLE, 100 EA LETTER SIZE EXPANDING FOLDERS, 92 HAMMERMIL BOND #24, CONVERTING HISTORICAL DOCUMENTS TO ARCHIVAL QUALITY PAPER AND STORAGE, CLERKS, DEC 16</u>	12/28/2016	1,061.64	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/16		
1857	HOLLINGER METAL EDGE INC	160690	5084	<u>ARCHIVAL SUPPLIES, DOCUMENT CASE WITH PULL HOLE, 100 EA LETTER SIZE EXPANDING FOLDERS, 92 HAMMERMIL BOND #24, CONVERTING HISTORICAL DOCUMENTS TO ARCHIVAL QUALITY PAPER AND STORAGE, CLERKS, DEC 16, WATER</u>	12/28/2016	27.10	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/16		
1857	HOLLINGER METAL EDGE INC	160690	5084	<u>ARCHIVAL SUPPLIES, DOCUMENT CASE WITH PULL HOLE, 100 EA LETTER SIZE EXPANDING FOLDERS, 92 HAMMERMIL BOND #24, CONVERTING HISTORICAL DOCUMENTS TO ARCHIVAL QUALITY PAPER AND STORAGE, CLERKS, DEC 16, SEWER</u>	12/28/2016	27.10	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/16		
1857	HOLLINGER METAL EDGE INC	160690	5084	<u>ARCHIVAL SUPPLIES, DOCUMENT CASE WITH PULL HOLE, 100 EA LETTER SIZE EXPANDING FOLDERS, 92 HAMMERMIL BOND #24, CONVERTING HISTORICAL DOCUMENTS TO ARCHIVAL QUALITY PAPER AND STORAGE, CLERKS, DEC 16, PI</u>	12/28/2016	13.55	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/16		

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Total 160690:						1,129.39	.00					
Total HOLLINGER METAL EDGE INC:						1,129.39	.00					
<b>HUBBLE HOMES</b>												
380	HUBBLE HOMES	011217		<u>REFUND OF OVERCHARGE FOR FINAL PLAT FEES, P&amp;Z, JAN 17</u>	01/12/2017	30.00	.00	01-4358 DEVELOPMENT SUPPORT SERVICES	1003	1/17		
Total 011217:						30.00	.00					
Total HUBBLE HOMES:						30.00	.00					
<b>HUBER TECHNOLOGY, INC.</b>												
1611	HUBER TECHNOLOGY, INC.	CD10014948	4828	<u>1 EA Q-PIPE 50/50/2 OX 446 TO REPAIR HUBER FINE SCREEN HEADWORKS, T SHAFER, SEWER, OCT 16</u>	11/15/2016	1,183.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
Total CD10014948:						1,183.00	.00					
Total HUBER TECHNOLOGY, INC.:						1,183.00	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	01/2017		<u>CONTRACT SERVICES, JAN 17</u>	01/01/2017	5,122.08	.00	01-6005 ANIMAL CONTROL SERVICES	0	1/17		
Total 01/2017:						5,122.08	.00					
Total IDAHO HUMANE SOCIETY:						5,122.08	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1023942-A	5067	<u>AD#1559834, LEGAL PUBLICATION, ZONING ORDINANCE CHANGE, 16-04-ZOA, AD RUN TWICE, T.KESNER, DEC.16 - P &amp; Z</u>	12/28/2016	85.04	.00	01-6125 LEGAL PUBLICATIONS	1003	12/16		

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Total 1023942-A:						85.04	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1023942-B	5069	<u>AD#1561257, LEGAL PUBLICATION, SILVERTRAIL ADDITION, 15-05-S, T BEHUNIN, P&amp;Z, DEC.'16</u>	12/28/2016	63.46	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	12/16		
Total 1023942-B:						63.46	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1023942-C		<u>AD#1561263, LEGAL PUBLICATION, ORDINANCE 2016-36 REZONING, DEC.'16</u>	12/28/2016	47.18	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	12/16		
1802	IDAHO PRESS TRIBUNE, LLC	1023942-C		<u>AD#1561271, LEGAL PUBLICATION, ORDINANCE 2016-37, CITY HALL ADDRESS CHANGE, DEC.'16</u>	12/28/2016	48.66	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	12/16		
Total 1023942-C:						95.84	.00					
Total IDAHO PRESS TRIBUNE, LLC:						244.34	.00					
<b>IDAHO STATE BAR</b>												
1511	IDAHO STATE BAR	01112017	5121	<u>IDAHO STATE BAR LICENSE RENEWAL - RICHARD ROATS</u>	01/11/2017	140.25	140.25	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	1/17	01/11/2017	
1511	IDAHO STATE BAR	01112017	5121	<u>IDAHO STATE BAR LICENSE RENEWAL - RICHARD ROATS</u>	01/11/2017	114.75	114.75	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	1/17	01/11/2017	
1511	IDAHO STATE BAR	01112017	5121	<u>IDAHO STATE BAR LICENSE RENEWAL - RICHARD ROATS</u>	01/11/2017	127.50	127.50	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	1/17	01/11/2017	
1511	IDAHO STATE BAR	01112017	5121	<u>IDAHO STATE BAR LICENSE RENEWAL - RICHARD ROATS</u>	01/11/2017	42.50	42.50	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	0	1/17	01/11/2017	
Total 01112017:						425.00	425.00					
Total IDAHO STATE BAR:						425.00	425.00					

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<b>IDAHO STATESMAN</b>												
36	IDAHO STATESMAN	262879	5006	<u>LEGAL NOTICE RFQ COMP PLAN, W HOWEL, P&amp;Z, DEC 16</u>	12/12/2016	201.35	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	12/16		
Total 262879:						201.35	.00					
Total IDAHO STATESMAN:						201.35	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482195000112		<u>NATURAL GAS CONSUMPTION, NWWTP, 11-29-16 TO 12-27-16, WATER</u>	12/28/2016	1,210.90	1,210.90	<u>20-6290 UTILITIES EXPENSE</u>	0	12/16	01/06/2017	
37	INTERMOUNTAIN GAS CO	482195000112		<u>NATURAL GAS CONSUMPTION, NWWTP, 11-29-16 TO 12-27-16, SEWER</u>	12/28/2016	1,210.90	1,210.90	<u>21-6290 UTILITIES EXPENSE</u>	0	12/16	01/06/2017	
37	INTERMOUNTAIN GAS CO	482195000112		<u>NATURAL GAS CONSUMPTION, NWWTP, 11-29-16 TO 12-27-16, PI</u>	12/28/2016	461.29	461.29	<u>25-6290 UTILITIES EXPENSE</u>	0	12/16	01/06/2017	
Total 48219500011291612271:						2,883.09	2,883.09					
Total INTERMOUNTAIN GAS CO:						2,883.09	2,883.09					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	113016-12211		<u>DISPOSAL/SLUDGE REMOVAL, 11-30-16 TO 12-21-16, DEC 16</u>	12/30/2016	2,520.00	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	12/16		
Total 113016-122116:						2,520.00	.00					
230	J & M SANITATION, INC.	12232016-122		<u>SANITATION RECEIPT TRANSFER - 12/23-29/2016</u>	12/30/2016	10,717.11	10,717.11	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	12/16	12/30/2016	
230	J & M SANITATION, INC.	12232016-122		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEES - 12/23-29/2016</u>	12/30/2016	-1,058.85	-1,058.85	<u>01-4170 FRANCHISE FEES</u>	0	12/16	12/30/2016	

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Total 12232016-12292016:						9,658.26	9,658.26					
230	J & M SANITATION, INC.	12302016-010		<u>SANITATION RECEIPT TRANSFER - 12/30-16 TO 01-05-17</u>	01/06/2017	12,632.29	12,632.29	26-7000 SOLID WASTE SERVICE FEES	0	1/17	01/06/2017	
230	J & M SANITATION, INC.	12302016-010		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEE, 12/30-16 TO 01-05-17</u>	01/06/2017	-1,248.07	-1,248.07	01-4170 FRANCHISE FEES	0	1/17	01/06/2017	
Total 12302016-01052017:						11,384.22	11,384.22					
Total J & M SANITATION, INC.:						23,562.48	21,042.48					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0103743		<u>KUNA DOWNTOWN REVITALIZATION GRANT ADMIN FOR PROFESSIONAL SERVICES FROM 07-31-16 TO 09-03-16, SEPT 16</u>	09/26/2016	4,500.00	.00	03-6378 EXPENDITURE-CDBG DWNTWN REVIT.	0	9/16		
Total 0103743:						4,500.00	.00					
1236	J-U-B ENGINEERS, INC.	0103786		<u>KUNA DOWNTOWN REVITALIZATION PROFESSIONAL SERVICES FROM NTP TO SEPT 3, 2016</u>	09/28/2016	26,492.06	.00	03-6378 EXPENDITURE-CDBG DWNTWN REVIT.	0	9/16		
Total 0103786:						26,492.06	.00					
1236	J-U-B ENGINEERS, INC.	0105439		<u>KUNA DOWNTOWN REVITALIZATION PROFESSIONAL SERVICES, 10-30-16 TO 12-03-16, DEC 16</u>	12/14/2016	38,102.10	.00	03-6378 EXPENDITURE-CDBG DWNTWN REVIT.	0	12/16		
Total 0105439:						38,102.10	.00					
Total J-U-B ENGINEERS, INC.:						69,094.16	.00					

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<b>KOFLO CORPORATION</b>												
1847	KOFLO CORPORATION	K-74178	4956	<u>2 STATIC MIXERS FOR LAGOONS, CHLORINE CONTACT FOR CHAMBERS FOR EFFLUENT PUMPS 2&amp;3, T SHAFER, SEWER, LAGOON, NOV 16</u>	12/15/2016	16,174.00	.00	<u>21-6166 PP&amp;E PURCHASES - OPERATIONS</u>	1051	12/16		
Total K-74178:						16,174.00	.00					
Total KOFLO CORPORATION:						16,174.00	.00					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	560		<u>FIBER OPTIC LINE LEASE FOR DEC 16</u>	12/27/2016	84.00	.00	<u>01-6255 TELEPHONE</u>	0	12/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	560		<u>FIBER OPTIC LINE LEASE FOR DEC 16, P&amp;Z</u>	12/27/2016	30.00	.00	<u>01-6255 TELEPHONE</u>	1003	12/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	560		<u>FIBER OPTIC LINE LEASE FOR DEC 16, WATER</u>	12/27/2016	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	560		<u>FIBER OPTIC LINE LEASE FOR DEC 16, SEWER</u>	12/27/2016	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/16		
199	KUNA JT. SCHOOL DISTRICT NO. 3	560		<u>FIBER OPTIC LINE LEASE FOR DEC 16, PI</u>	12/27/2016	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/16		
Total 560:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	1038		<u>2" X1/4 ANGLE, FOR BACKHOE REPAIR, B BACHMAN, DEC 16</u>	12/07/2016	7.28	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	12/16		
Total 1038:						7.28	.00					

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Total KUNA MACHINE LLC:						7.28	.00					
<b>KUNA TRUE VALUE HARDWARE</b>												
43	KUNA TRUE VALUE HARDWARE	163119	5093	SILICON, NAILS, TAPE DISPENSER, PLIERS, PRY BAR, FOR MAP ROOM, J.WEBB, DEC.'16 - WATER	12/29/2016	42.34	.00	20-6175 SMALL TOOLS	0	12/16		
43	KUNA TRUE VALUE HARDWARE	163119	5093	SILICON, NAILS, TAPE DISPENSER, PLIERS, PRY BAR, FOR MAP ROOM, J.WEBB, DEC.'16 - SEWER	12/29/2016	42.34	.00	20-6175 SMALL TOOLS	0	12/16		
43	KUNA TRUE VALUE HARDWARE	163119	5093	SILICON, NAILS, TAPE DISPENSER, PLIERS, PRY BAR, FOR MAP ROOM, J.WEBB, DEC.'16 - PI	12/29/2016	16.11	.00	25-6175 SMALL TOOLS	0	12/16		
Total 163119:						100.79	.00					
Total KUNA TRUE VALUE HARDWARE:						100.79	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800231075	5109	PAIR CHAINS FOR F-550 FORD TRUCK #23, A COOK, SEWER, JAN 17	01/04/2017	85.78	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/17		
Total 12800231075:						85.78	.00					
Total LES SCHWAB TIRES:						85.78	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	#12026		REFUND SEWER OVERCHARGE PERMIT #12026, JAN 17	01/11/2017	3,233.75	.00	21-2530 DUE TO KEYBANK 2006-1 LID	0	1/17		
Total #12026:						3,233.75	.00					
1849	MISCELLANEOUS VENDORS 2	011217		REFUND OF LOT SPLIT APP. FEES CHARGED IN ERROR, P&Z, JAN 17	01/12/2017	200.00	.00	01-4155 ADMINISTRATION SERVICES	1003	1/17		

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Total 011217:						200.00	.00					
Total MISCELLANEOUS VENDORS 2:						3,433.75	.00					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	12302016NEO		POSTAGE REFILL FOR THE POSTAGE METER FOR DECEMBER - ADMIN	12/30/2016	107.20	.00	01-6190_POSTAGE & BILLING	0	12/16		
1770	NEOFUNDS BY NEOPOST	12302016NEO		POSTAGE REFILL FOR THE POSTAGE METER FOR DECEMBER - P & Z	12/30/2016	15.31	.00	01-6190_POSTAGE & BILLING	1003	12/16		
1770	NEOFUNDS BY NEOPOST	12302016NEO		POSTAGE REFILL FOR THE POSTAGE METER FOR DECEMBER - WATER	12/30/2016	163.35	.00	20-6190_POSTAGE & BILLING	0	12/16		
1770	NEOFUNDS BY NEOPOST	12302016NEO		POSTAGE REFILL FOR THE POSTAGE METER FOR DECEMBER - SEWER	12/30/2016	163.35	.00	21-6190_POSTAGE & BILLING	0	12/16		
1770	NEOFUNDS BY NEOPOST	12302016NEO		POSTAGE REFILL FOR THE POSTAGE METER FOR DECEMBER - P.I	12/30/2016	61.26	.00	25-6190_POSTAGE & BILLING	0	12/16		
Total 12302016NEO:						510.47	.00					
Total NEOFUNDS BY NEOPOST:						510.47	.00					
<b>NEOPOST USA INC</b>												
615	NEOPOST USA INC	N6325777		MAIL METERING LEASE PAYMENT. 2/5/17-5/4/17 - ADMIN	01/05/2017	135.72	.00	01-6190_POSTAGE & BILLING	0	2/17		
615	NEOPOST USA INC	N6325777		MAIL METERING LEASE PAYMENT. 2/5/17-5/4/17 - P&Z	01/05/2017	19.39	.00	01-6190_POSTAGE & BILLING	1003	2/17		
615	NEOPOST USA INC	N6325777		MAIL METERING LEASE PAYMENT. 2/5/17-5/4/17 - WATER	01/05/2017	206.81	.00	20-6190_POSTAGE & BILLING	0	2/17		
615	NEOPOST USA INC	N6325777		MAIL METERING LEASE PAYMENT. 2/5/17-5/4/17 - SEWER	01/05/2017	206.81	.00	21-6190_POSTAGE & BILLING	0	2/17		

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615	NEOPOST USA INC	N6325777		<u>MAIL METERING LEASE PAYMENT, 2/5/17-5/4/17 - P.I</u>	01/05/2017	77.56	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	2/17		
Total N6325777:						646.29	.00					
Total NEOPOST USA INC:						646.29	.00					
<b>RIDLEY'S FOOD CORP</b>												
1673	RIDLEY'S FOOD CORP	00426	5094	<u>ACE HARDWARE, 2 PAIR STAINLESS STEEL SCISSORS, M.NADFAU, DEC.'16 - SEWER</u>	12/29/2016	7.18	.00	<u>21-6165_OFFICE SUPPLIES</u>	0	12/16		
Total 00426:						7.18	.00					
Total RIDLEY'S FOOD CORP:						7.18	.00					
<b>SAFEGUARD BUSINESS SYSTEMS, INC</b>												
32	SAFEGUARD BUSINESS SYSTEMS, INC	368232		<u>NEW CHECKS, DEC 16-ADMIN</u>	12/29/2016	75.74	.00	<u>01-6165_OFFICE SUPPLIES</u>	0	12/16		
32	SAFEGUARD BUSINESS SYSTEMS, INC	368232		<u>NEW CHECKS, DEC 16-P&amp;Z</u>	12/29/2016	27.06	.00	<u>01-6165_OFFICE SUPPLIES</u>	1003	12/16		
32	SAFEGUARD BUSINESS SYSTEMS, INC	368232		<u>NEW CHECKS, DEC 16-WATER</u>	12/29/2016	70.34	.00	<u>20-6165_OFFICE SUPPLIES</u>	0	12/16		
32	SAFEGUARD BUSINESS SYSTEMS, INC	368232		<u>NEW CHECKS, DEC 16-SEWER</u>	12/29/2016	70.34	.00	<u>21-6165_OFFICE SUPPLIES</u>	0	12/16		
32	SAFEGUARD BUSINESS SYSTEMS, INC	368232		<u>NEW CHECKS, DEC 16-PI</u>	12/29/2016	27.06	.00	<u>25-6165_OFFICE SUPPLIES</u>	0	12/16		
Total 368232:						270.54	.00					
Total SAFEGUARD BUSINESS SYSTEMS, INC:						270.54	.00					
<b>SENTRY SECURITY MONITORING LLC</b>												
1860	SENTRY SECURITY MONITORING LLC	12906		<u>COMMERCIAL FIRE ALARM MONITORING PLUS CELLULAR COMMUNICATOR SERVICE, 10/1/16-3/31/17 - ADMIN</u>	01/06/2017	86.52	.00	<u>01-6140_MAINT. &amp; REPAIR BUILDING</u>	0	1/17		



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				ALARM PANEL, BATTERY BACKUP, CELLULAR COMMUNICATOR, DEC 16, PI	12/22/2016	75.00	.00	25-6045 CONTINGENCY FUND	1058	12/16		
Total 3868:						750.00	.00					
Total SENTRY SECURITY SYSTEMS LLC:						750.00	.00					
<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP- METERED	11030112		EXCESS METER READING/USAGE, 11/1-30/16, MODEL #MX2615N, TREATMENT PLANT - PARKS	12/22/2016	32.70	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/16		
1806	SHARP ELECTRONICS CORP- METERED	11030112		EXCESS METER READING/USAGE, 11/1-30/16, MODEL #MX2615N, TREATMENT PLANT - WATER	12/22/2016	52.69	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/16		
1806	SHARP ELECTRONICS CORP- METERED	11030112		EXCESS METER READING/USAGE, 11/1-30/16, MODEL #MX2615N, TREATMENT PLANT - SEWER	12/22/2016	65.40	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
1806	SHARP ELECTRONICS CORP- METERED	11030112		EXCESS METER READING/USAGE, 11/1-30/16, MODEL #MX2615N, TREATMENT PLANT - P.I	12/22/2016	30.89	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/16		
Total 11030112:						181.68	.00					
Total SHARP ELECTRONICS CORP-METERED:						181.68	.00					
<b>SOLBERG MANUFACTURING, INC.</b>												
1697	SOLBERG MANUFACTURING, INC.	619891		10 EA PAPER ELEMENT FILTERS FOR BLOWER AT NWWWTP, M NADEAU, SEWER, DEC 16	12/19/2016	2,047.40	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	12/16		
Total 619891:						2,047.40	.00					
Total SOLBERG MANUFACTURING, INC.:						2,047.40	.00					





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				NOV.'16 - P.I	11/29/2016	17.21	.00	25-6140 MAINT. & REPAIR BUILDING	0	11/16		
Total 26386335400000695170:						172.04	.00					
1444	U.S. BANK (VISA)	450063343003	4986	FRED MEYER, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - ADMIN	11/29/2016	22.10	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/16		
1444	U.S. BANK (VISA)	450063343003	4986	FRED MEYER, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - P & Z	11/29/2016	7.90	.00	01-6140 MAINT. & REPAIR BUILDING	1003	11/16		
1444	U.S. BANK (VISA)	450063343003	4986	FRED MEYER, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - WATER	11/29/2016	20.52	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/16		
1444	U.S. BANK (VISA)	450063343003	4986	FRED MEYER, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - SEWER	11/29/2016	20.52	.00	21-6140 MAINT. & REPAIR BUILDING	0	11/16		
1444	U.S. BANK (VISA)	450063343003	4986	FRED MEYER, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - P.I	11/29/2016	7.90	.00	25-6140 MAINT. & REPAIR BUILDING	0	11/16		
Total 45006334300390150838:						78.94	.00					
1444	U.S. BANK (VISA)	457463345004		OFFICE DEPOT, SUPPLIES FOR COMMUNITY OUTREACH FOR SPLASH PAD EVENT, NOV.'16 - PARKS	11/28/2016	40.18	.00	40-6166 PP&E PURCHASES OPERATIONS	1067	11/16		
Total 45746334500447600443:						40.18	.00					
1444	U.S. BANK (VISA)	640763370910	4986	TARGET, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - ADMIN	12/02/2016	14.00	.00	01-6140 MAINT. & REPAIR BUILDING	0	12/16		

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1444	U.S. BANK (VISA)	640763370910	4986	TARGET, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - P & Z	12/02/2016	5.00	.00	01-6140 MAINT. & REPAIR BUILDING	1003	12/16		
1444	U.S. BANK (VISA)	640763370910	4986	TARGET, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - WATER	12/02/2016	13.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	12/16		
1444	U.S. BANK (VISA)	640763370910	4986	TARGET, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - P.I	12/02/2016	5.00	.00	25-6140 MAINT & REPAIR BUILDING	0	12/16		
1444	U.S. BANK (VISA)	640763370910	4986	TARGET, CHRISTMAS DECORATIONS FOR CITY HALL, A.BARKULIS, CLERKS, NOV.'16 - SEWER	12/02/2016	13.00	.00	21-6140 MAINT & REPAIR BUILDING	0	12/16		
Total 64076337091012201195:						50.00	.00					
1444	U.S. BANK (VISA)	893063489445	5040	OTC BRANDS, COLORED CANDY CANES, A.BARKULIS, FOR THE MAYOR'S CANDY CANE DAY, DEC.'16	12/12/2016	39.94	.00	01-6155 MEETINGS/COMMI TTIES	1032	12/16		
Total 89306348944501488835:						39.94	.00					
1444	U.S. BANK (VISA)	921563338943	4978	YOUR MEMBER-CAREERS, CITY ENGINEER JOB POSTING ON IDAHO SOCIETY OF PROFESSIONAL ENGINEERS SITE	11/28/2016	25.00	.00	01-6125 LEGAL PUBLICATIONS	1003	11/16		
1444	U.S. BANK (VISA)	921563338943	4978	YOUR MEMBER-CAREERS, CITY ENGINEER JOB POSTING ON IDAHO SOCIETY OF PROFESSIONAL ENGINEERS SITE	11/28/2016	33.00	.00	20-6125 LEGAL PUBLICATIONS	0	11/16		
1444	U.S. BANK (VISA)	921563338943	4978	YOUR MEMBER-CAREERS, CITY ENGINEER JOB POSTING ON IDAHO SOCIETY OF PROFESSIONAL ENGINEERS SITE	11/28/2016	33.00	.00	21-6125 LEGAL PUBLICATIONS EXPENSE	0	11/16		

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1444	U.S. BANK (VISA)	921563338943	4978	<u>YOUR MEMBER-CAREERS, CITY ENGINEER JOB POSTING ON IDAHO SOCIETY OF PROFESSIONAL ENGINEERS SITE</u>	11/28/2016	9.00	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	11/16		
Total 92156333894332971158:						100.00	.00					
1444	U.S. BANK (VISA)	921663350002	4986	<u>MICHAELS, CHRISTMAS DECORATIONS FOR CITY HALL, A BARKULIS, CLERKS, NOV.'16 - ADMIN</u>	11/29/2016	58.21	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	11/16		
1444	U.S. BANK (VISA)	921663350002	4986	<u>MICHAELS, CHRISTMAS DECORATIONS FOR CITY HALL, A BARKULIS, CLERKS, NOV.'16 - P &amp; Z</u>	11/29/2016	20.79	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1003	11/16		
1444	U.S. BANK (VISA)	921663350002	4986	<u>MICHAELS, CHRISTMAS DECORATIONS FOR CITY HALL, A BARKULIS, CLERKS, NOV.'16 - WATER</u>	11/29/2016	54.06	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	11/16		
1444	U.S. BANK (VISA)	921663350002	4986	<u>MICHAELS, CHRISTMAS DECORATIONS FOR CITY HALL, A BARKULIS, CLERKS, NOV.'16 - SEWER</u>	11/29/2016	54.06	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	11/16		
1444	U.S. BANK (VISA)	921663350002	4986	<u>MICHAELS, CHRISTMAS DECORATIONS FOR CITY HALL, A BARKULIS, CLERKS, NOV.'16 - P.I</u>	11/29/2016	20.79	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	11/16		
Total 92166335000225304680:						207.91	.00					
1444	U.S. BANK (VISA)	921663410004	5010	<u>AMAZON.COM, 26 RUGGEDIZED BALLISTIC CITY- ISSUED PHONE CASES, J.MARSH - ADMIN</u>	12/06/2016	22.87	.00	<u>01-6255 TELEPHONE</u>	0	12/16		
1444	U.S. BANK (VISA)	921663410004	5010	<u>AMAZON.COM, 26 RUGGEDIZED BALLISTIC CITY- ISSUED PHONE CASES - J.MARSH - PARKS</u>	12/06/2016	103.65	.00	<u>01-6255 TELEPHONE</u>	1004	12/16		

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1444	U.S. BANK (VISA)	921663410004	5010	AMAZON.COM. 26 RUGGEDIZED BALLISTIC CITY- ISSUED PHONE CASES - J.MARSH - BUILDING INSPECTOR	12/06/2016	28.70	.00	01-6255 TELEPHONE	1005	12/16		
1444	U.S. BANK (VISA)	921663410004	5010	AMAZON.COM. 26 RUGGEDIZED BALLISTIC CITY- ISSUED PHONE CASES - J.MARSH - WATER	12/06/2016	139.31	.00	20-6255 TELEPHONE EXPENSE	0	12/16		
1444	U.S. BANK (VISA)	921663410004	5010	AMAZON.COM. 26 RUGGEDIZED BALLISTIC CITY- ISSUED PHONE CASES - SEWER	12/06/2016	135.72	.00	21-6255 TELEPHONE EXPENSE	0	12/16		
1444	U.S. BANK (VISA)	921663410004	5010	AMAZON.COM. 26 RUGGEDIZED BALLISTIC CITY- ISSUED PHONE CASES - J.MARSH. P.I	12/06/2016	36.45	.00	25-6255 TELEPHONE EXPENSE	0	12/16		
Total 92166341000414774927:						466.70	.00					
1444	U.S. BANK (VISA)	921663430000	5059	LOWES. MATERIALS TO BUILD A MAP TABLE TO STORE AND VIEW MAPS, DEC.'16 - WATER	12/08/2016	109.52	.00	20-6175 SMALL TOOLS	0	12/16		
1444	U.S. BANK (VISA)	921663430000	5059	LOWES. MATERIALS TO BUILD A MAP TABLE TO STORE AND VIEW MAPS, DEC.'16 - SEWER	12/08/2016	109.52	.00	21-6175 SMALL TOOLS	0	12/16		
1444	U.S. BANK (VISA)	921663430000	5059	LOWES. MATERIALS TO BUILD A MAP TABLE TO STORE AND VIEW MAPS, DEC.'16 - P.I	12/08/2016	41.72	.00	25-6175 SMALL TOOLS	0	12/16		
Total 92166343000059605285:						260.76	.00					
Total U.S. BANK (VISA):						1,545.22	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	39580		ESTATEMENT AND POSTAGE FOR DEC.'16 - ADMIN	12/31/2016	992.00	.00	01-6190 POSTAGE & BILLING	0	12/16		
857	VALLI INFORMATION SYSTEMS, INC	39580		ESTATEMENT AND POSTAGE FOR DEC.'16 - WATER	12/31/2016	1,558.86	.00	20-6190 POSTAGE & BILLING	0	12/16		

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857	VALLI INFORMATION SYSTEMS, INC	39580		<u>ESTATEMENT AND POSTAGE FOR DEC.'16 - SEWER</u>	12/31/2016	1,558.86	.00	<u>21-6190_POSTAGE &amp; BILLING</u>	0	12/16		
857	VALLI INFORMATION SYSTEMS, INC	39580		<u>ESTATEMENT AND POSTAGE FOR DEC.'16 - P.I</u>	12/31/2016	614.10	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	12/16		
Total 39580:						4,723.82	.00					
857	VALLI INFORMATION SYSTEMS, INC	39582		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR DEC.'16 - ADMIN</u>	12/31/2016	93.01	.00	<u>01-6190_POSTAGE &amp; BILLING</u>	0	12/16		
857	VALLI INFORMATION SYSTEMS, INC	39582		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR DEC.'16 - WATER</u>	12/31/2016	146.16	.00	<u>20-6190_POSTAGE &amp; BILLING</u>	0	12/16		
857	VALLI INFORMATION SYSTEMS, INC	39582		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR DEC.'16 - SEWER</u>	12/31/2016	146.16	.00	<u>21-6190_POSTAGE &amp; BILLING</u>	0	12/16		
857	VALLI INFORMATION SYSTEMS, INC	39582		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR DEC.'16 - P.I</u>	12/31/2016	57.57	.00	<u>25-6190_POSTAGE &amp; BILLING</u>	0	12/16		
Total 39582:						442.90	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,166.72	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9777819591		<u>CELL PHONE SERVICE, 11/29/16-12/28/16 - ADMIN</u>	12/28/2016	62.10	.00	<u>01-6255 TELEPHONE</u>	0	12/16		
1575	VERIZON WIRELESS	9777819591		<u>CELL PHONE SERVICE, 11/29/16-12/28/16 - PARKS</u>	12/28/2016	266.13	.00	<u>01-6255 TELEPHONE</u>	1004	12/16		
1575	VERIZON WIRELESS	9777819591		<u>CELL PHONE SERVICE, 11/29/16-12/28/16 - BUILDING INSPECTION</u>	12/28/2016	53.23	.00	<u>01-6255 TELEPHONE</u>	1005	12/16		
1575	VERIZON WIRELESS	9777819591		<u>CELL PHONE SERVICE, 11/29/16-12/28/16 - WATER</u>	12/28/2016	309.60	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/16		
1575	VERIZON WIRELESS	9777819591		<u>CELL PHONE SERVICE, 11/29/16-12/28/16 - SEWER</u>	12/28/2016	380.56	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/16		

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1575	VERIZON WIRELESS	9777819591		<u>CELL PHONE SERVICE, 11/29/16-12/28/16 - P.I</u>	12/28/2016	81.60	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	1/17		
1575	VERIZON WIRELESS	9777819591		<u>EQUIPMENT BILL INCENTIVE CREDIT, B.BACHMAN &amp; J.ADAMS, DEC.'16</u>	12/28/2016	-43.75	.00	<u>01-6255 TELEPHONE</u>	0	12/16		
1575	VERIZON WIRELESS	9777819591		<u>EQUIPMENT BILL INCENTIVE CREDIT, B.BACHMAN &amp; J.ADAMS, DEC.'16 - PARKS</u>	12/28/2016	-103.75	.00	<u>01-6255 TELEPHONE</u>	1004	12/16		
1575	VERIZON WIRELESS	9777819591		<u>EQUIPMENT BILL INCENTIVE CREDIT, B.BACHMAN &amp; J.ADAMS, DEC.'16 - BUILDING INSPECTION</u>	12/28/2016	-35.00	.00	<u>01-6255 TELEPHONE</u>	1005	12/16		
1575	VERIZON WIRELESS	9777819591		<u>EQUIPMENT BILL INCENTIVE CREDIT, B.BACHMAN &amp; J.ADAMS, DEC.'16 - WATER</u>	12/28/2016	-7.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/16		
1575	VERIZON WIRELESS	9777819591		<u>EQUIPMENT BILL INCENTIVE CREDIT, B.BACHMAN &amp; J.ADAMS, DEC.'16 - SEWER</u>	12/28/2016	-7.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/16		
1575	VERIZON WIRELESS	9777819591		<u>EQUIPMENT BILL INCENTIVE CREDIT, B.BACHMAN &amp; J.ADAMS, DEC.'16 - P.I</u>	12/28/2016	-3.50	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/16		
Total 9777819591:						953.22	.00					
1575	VERIZON WIRELESS	9777898675		<u>TABLET SERVICE, 12/02/16-01/01/17 - ADMIN</u>	01/01/2017	3.97	.00	<u>01-6255 TELEPHONE</u>	0	12/16		
1575	VERIZON WIRELESS	9777898675		<u>TABLET SERVICE, 12/02/16-01/01/17 - PARKS</u>	01/01/2017	8.73	.00	<u>01-6255 TELEPHONE</u>	1004	12/16		
1575	VERIZON WIRELESS	9777898675		<u>TABLET SERVICE, 12/02/16-01/01/17 - BUILDING INSPECTION</u>	01/01/2017	17.46	.00	<u>01-6255 TELEPHONE</u>	1005	12/16		
1575	VERIZON WIRELESS	9777898675		<u>TABLET SERVICE, 12/02/16-01/01/17 - WATER</u>	01/01/2017	38.72	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/16		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 12/30/2016-1/12/2017

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	9777898675		<u>TABLET SERVICE, 12/02/16-01/01/17 - SEWER</u>	01/01/2017	48.24	.00	21-6255 TELEPHONE EXPENSE	0	12/16		
1575	VERIZON WIRELESS	9777898675		<u>TABLET SERVICE, 12/02/16-01/01/17 - P.I</u>	01/01/2017	9.84	.00	25-6255 TELEPHONE EXPENSE	0	12/16		
Total 9777898675:						126.96	.00					
Total VERIZON WIRELESS:						1,080.18	.00					
<b>WEX BANK</b>												
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - ADMIN</u>	12/31/2016	24.06	.00	01-6300 FUEL	0	12/16		
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - P&amp;Z</u>	12/31/2016	6.35	.00	01-6300 FUEL	1003	12/16		
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - PARKS</u>	12/31/2016	244.08	.00	01-6300 FUEL	1004	12/16		
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - BUILDING INSPECTION</u>	12/31/2016	181.60	.00	01-6300 FUEL	1005	12/16		
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - WATER</u>	12/31/2016	260.52	.00	20-6300 FUEL	0	12/16		
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - SEWER</u>	12/31/2016	20.03	.00	21-6300 FUEL	0	12/16		
1234	WEX BANK	48103463		<u>FUEL, DEC.'16 - P.I</u>	12/31/2016	70.13	.00	25-6300 FUEL	0	12/16		
Total 48103463:						806.77	.00					
Total WEX BANK:						806.77	.00					
Grand Totals:						363,366.14	93,387.08					

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**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
**[www.kunacity.id.gov](http://www.kunacity.id.gov)**

GORDON N. LAW  
CITY ENGINEER

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

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## **MEMORANDUM**

**TO:** Mayor Stear and Members of City Council

**FROM:** Gordon N. Law  
Kuna City Engineer

**RE:** Arbor Ridge Subdivision No. 2 and No. 3  
Offsite Easement for PI Facilities

**DATE:** January 10, 2017

---

**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 plats for Arbor Ridge Subdivision No. 2 and No. 3.

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. R03-2017****RESOLUTION APPROVING ACCEPTANCE OF A TEMPORARY EASEMENT ON PROPERTY OF ENDURANCE HOLDINGS, LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PRESSURE IRRIGATION MAIN FOR THE ARBOR RIDGE SUBDIVISION NO. 2 AND NO. 3 PROJECTS.**

**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 January 6, 2017, provided by Endurance Holdings, LLC in connection with the Arbor Ridge Subdivision No. 2 and No. 3 Projects, 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 17th day of January, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17th day of January, 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

## TEMPORARY EASEMENT

**THIS TEMPORARY CITY OF KUNA PRESSURE IRRIGATION MAIN EASEMENT** granted this 6<sup>th</sup> day of January, 2017, by and between **ENDURANCE HOLDINGS, LLC** (the "Grantor"), whose mailing address is 1977 E. Overland Road, Meridian, Idaho 83642 and the **CITY OF KUNA**, an Idaho municipal corporation (the "Grantee"), whose mailing address is Post Office Box 13, 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 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.

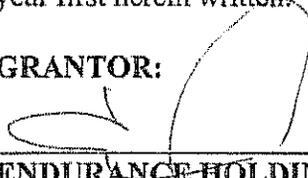
TOGETHER With the right of ingress and egress on said real property for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

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:**



\_\_\_\_\_, (authorized signature)

**ENDURANCE HOLDINGS, LLC**

Print Name/Title

Corey Barton, Member

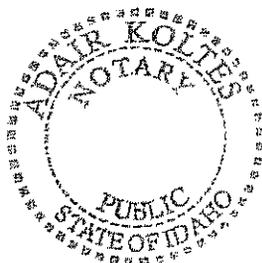
STATE OF IDAHO )

: SS

County of Ada )

On this 6<sup>th</sup> day of January, 2017, before me Adair Koltas, personally appeared Corey Barton known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Member and on behalf of the Endurance Holdings, LLC.

S  
E  
A  
L



Adair Koltas

Notary Public for Idaho

My commission expires on 6-05-22

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_ My Commission Expires \_\_\_\_\_



**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 No. 2 Pressure Irrigation Easement Description**

5 January 2017

A portion of the northeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence  $S00^{\circ}19'50''E$ , 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  $S89^{\circ}56'20''W$ , 1,015.00 feet along the southerly boundary of the northeast quarter of said Section 14; thence  $N10^{\circ}49'45''W$ , 28.50 feet to the **Point of Beginning**:

Thence  $S89^{\circ}56'20''W$ , 515.06 feet;

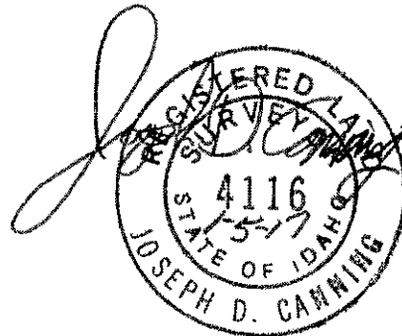
Thence  $N00^{\circ}03'40''W$ , 9.00 feet to the southerly boundary of Arbor Ridge Subdivision No. 2 as shown in Book 108 of Plats at Pages 15062 through 15064 records of Ada County, Idaho;

Thence  $N89^{\circ}56'20''E$ , 436.11 feet along the southerly boundary of said Arbor Ridge Subdivision No. 2;

Thence  $N80^{\circ}54'11''E$ , 75.91 feet along the southerly boundary of said Arbor Ridge Subdivision No. 2 to the easterly boundary of said Arbor Ridge Subdivision No. 2;

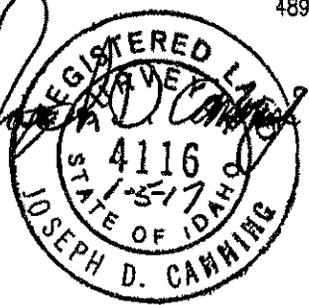
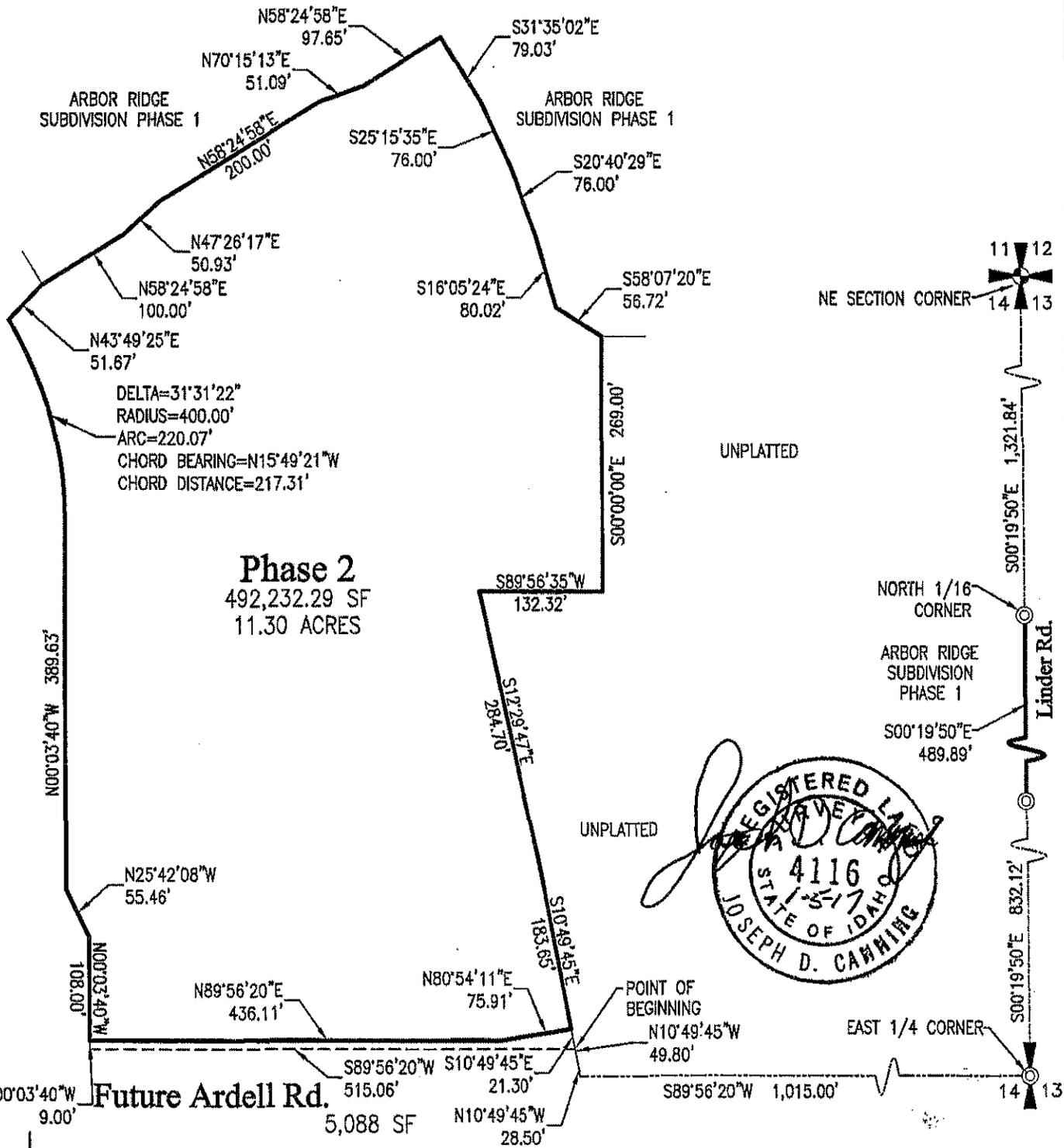
Thence  $S10^{\circ}49'45''E$ , 21.30 feet to the **Point of Beginning**.

Comprising 5,088 Square Feet, more or less



*Arbor Ridge Subdivision PI Easement*

# Arbor Ridge Subdivision No. 2 Pressure Irrigation Easement Sketch



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

*P. 2 of 4*



**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 No. 3**  
**Temporary Pressure Irrigation Easement Description**

2 December 2016

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; plot 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**:

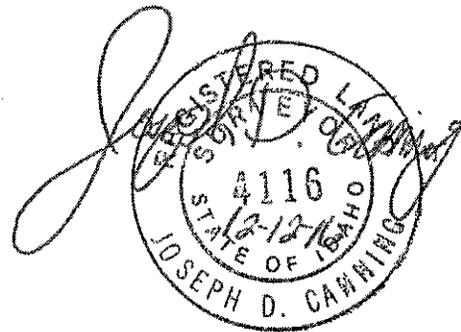
Thence S00°03'40"E, 10.00 feet;

Thence S89°56'20"W, 586.00 feet;

Thence N00°03'40"W, 10.00 feet;

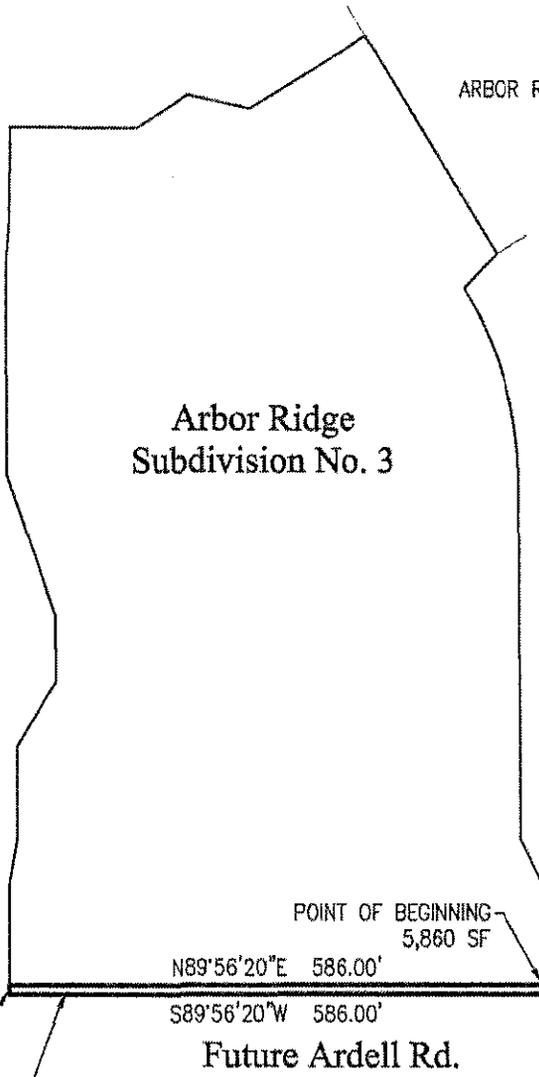
Thence N89°56'20"E, 586.00 feet to the **Point of Beginning**.

Comprising 5,860 square feet more or less



**P. 3 of 4**

# Arbor Ridge Subdivision No. 3 Temporary Pressure Irrigation Easement



ARBOR RIDGE SUBDIVISION  
PHASE 1

NE SECTION  
CORNER 11 12  
14 13

Arbor Ridge  
Subdivision No. 3

NORTH 1/16 CORNER

ARBOR RIDGE  
SUBDIVISION  
PHASE 1

S00°19'50"E 489.89' Linder Rd.

POINT OF BEGINNING  
5,860 SF

S80°54'11"W  
75.91'

S10°49'45"E  
49.80'

EAST  
1/4  
CORNER

N89°56'20"E 586.00'

S89°56'20"W  
436.11'

S89°56'20"W  
1,015.00'

S00°19'50"E 832.12'

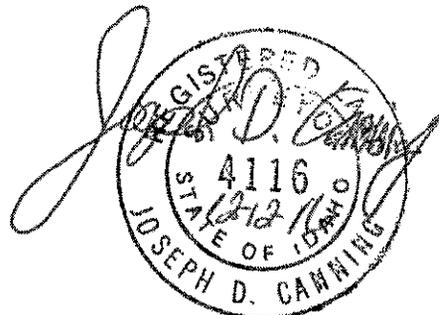
N00°03'40"W  
10.00'

S89°56'20"W 586.00'

S00°03'40"E 10.00'

Future Ardell Rd.

TEMPORARY PRESSURE IRRIGATION EASEMENT



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.



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

DATE: DECEMBER 2, 2016  
PROJECT No. JG17  
DRAWN: KMK

P 4 of 4

**RESOLUTION NO. R04-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE SEEPAGE BED MAINTENANCE EASEMENT FROM THE KUNA JOINT SCHOOL DISTRICT NO. 3. GRANTING AN EASEMENT TO THE CITY OF KUNA, IDAHO AND ITS SUCCESSOR IN INTEREST, THE ADA COUNTY HIGHWAY DISTRICT FOR STORM WATER RUNOFF TO BE CONSTRUCTED AT THE CORNER OF MAIN STREET AND N. AVENUE E, KUNA, IDAHO, AS DEPICTED AND DESCRIBED IN EXHIBIT A.**

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

The SEEPAGE BED MAINTENANCE EASEMENT from the Kuna Jt. School District No. 3., granting an easement to the city of Kuna, Idaho and its successor in interest, the Ada County Highway District for storm water runoff to be constructed at the corner of Main Street and N. Avenue E, Kuna, Idaho, as depicted and described in **EXHIBIT A** is hereby accepted by the City Council for Kuna, Idaho

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of January 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of January 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

Project Name: 2016 Downtown Kuna Revitalization Project  
Name: KUNA JOINT SCHOOL DISTRICT NO. 3  
Property Address: 533 W. 4<sup>th</sup> Street  
Parcel No.: R5070001380

### SEEPAGE BED MAINTENANCE EASEMENT

THIS SEEPAGE BED MAINTENANCE EASEMENT is made and entered into this 3 day of Jan., 2017, KUNA JOINT SCHOOL DISTRICT NO. 3, a body corporate of the state of Idaho, hereinafter "GRANTOR", and the CITY OF KUNA, IDAHO ("CITY") and its successor in interest the ADA COUNTY HIGHWAY DISTRICT ("ACHD"), both entities being a body politic and corporate of the state of Idaho, hereinafter "GRANTEE";

#### WITNESSETH:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to GRANTEE an easement (the "Easement") on and under that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Servient Estate").

This grant is made on the following terms:

1. Authorized Uses By GRANTEE. The Easement granted herein is for access by GRANTEE, its employees and contractors on and under the Servient Estate during the construction, repair and maintenance of underground seepage beds located within the public right-of-way (the "Dominant Estate") which adjoin the Servient Estate. The seepage beds are a part of the ACHD storm water drainage system for the local streets in the subdivision of which the Servient Estate is a part. Repair and maintenance of the seepage beds requires ingress and egress on and under the Servient Estate for equipment and personnel while excavating the seepage bed and cleaning out and replacing rocks and sand in the bed and for all other reasonable uses that are necessary, advisable or convenient to GRANTEE in connection with such repair and maintenance of the seepage bed.

2. Notice to GRANTOR. Except in the case of an emergency requiring immediate attention, GRANTEE shall give written notice to the GRANTOR at least forty-eight (48) hours prior to commencing any repair and maintenance of the seepage bed that will impact the Servient Estate. The notice shall be addressed to Occupant at the municipal address of the lot on which the Servient Estate is located and mailed by U.S. Mail, postage prepaid, and a copy of the notice shall also be posted on the front door of the residence on the lot in which the Servient Estate is located.

3. Assurance of Occupant Access. During construction, repair and maintenance of the seepage beds and the restoration of the Servient Estate, GRANTEE shall assure that at all times the occupants of the lots in which the Servient Estate is located have pedestrian ingress and egress to and from their lot to and from an adjacent public street and sidewalk. If a driveway on the Servient Estate which serves a lot is impacted during repair and maintenance GRANTEE will use its best efforts to restore the same within thirty (30) days.

Project Name: 2016 Downtown Kuna Revitalization Project  
Name: KUNA JOINT SCHOOL DISTRICT NO. 3  
Property Address: 533 W. 4<sup>th</sup> Street  
Parcel No.: R5070001380

4. Use by GRANTOR and GRANTOR's Successors and Assigns. The Easement herein granted on and under the Servient Estate is not exclusive to GRANTEE, and the GRANTOR and GRANTOR's successors or assigns to the underlying estate may landscape the surface of the Servient Estate, construct a driveway on the surface of the Servient Estate, install underground irrigation pipes and systems and make any other use authorized on the Servient Estate by applicable municipal zoning and other ordinances and by the subdivision covenants except plant shrubs that have a mature height in excess of four feet (4'), plant trees, or construct a building thereon.

5. Term. This Easement shall be in full force and effect until the adjoining seepage bed is no longer used as a part of the GRANTEE storm water drainage system and has been abandoned.

6. Indemnification. GRANTEE hereby agrees to indemnify and hold GRANTOR, its successors and assigns to the Servient Estate harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by GRANTEE, its employees and contractors, hereunder, and including, without limitation, attorney's fees and costs that might be incurred by GRANTOR in defending any such claims.

7. Restoration. If the Servient Estate is damaged during maintenance and repair of the seepage bed by GRANTEE, its employees and contractors, GRANTEE shall restore the same, at its sole cost and expense, to at least as good a condition as existed prior to the damage.

8. Not a Dedication to Public. The Easement is not a dedication or grant to the public, and is strictly limited to the authorized uses by GRANTEE, its employees and contractors set forth in Section 1.

9. Binding Effect. This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) GRANTEE AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.

10. Appurtenant. The Easement herein granted is appurtenant to the Dominant Estate.

11. Recordation. This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

12. Warranty of Authority to Execute.

12.1 The person(s) executing this Agreement on behalf of GRANTEE represent(s) and warrant(s) due authorization to do so on behalf of GRANTEE, and that upon execution of this Agreement on behalf of GRANTEE, the same is binding upon, and shall inure to the benefit of, GRANTEE.

Project Name: 2016 Downtown Kuna Revitalization Project  
Name: KUNA JOINT SCHOOL DISTRICT NO. 3  
Property Address: 533 W. 4<sup>th</sup> Street  
Parcel No.: R5070001380

12.2 If Grantor is not a natural person, the person(s) executing the Agreement on behalf of Grantor represent(s) and warrant(s) due authorization to do so on behalf of Grantor, and that upon execution of this Agreement on behalf of Grantor, the same is binding upon, and shall inure to the benefit, of Grantor.

TO HAVE AND TO HOLD this Easement unto GRANTEE for the term hereinabove set forth.

GRANTOR covenants to GRANTEE that GRANTEE shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, GRANTOR warrants to GRANTEE that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to GRANTEE.

IN WITNESS WHEREOF, this Easement has been duly executed by the parties, the day, month and year herein first above written.

GRANTOR: KUNA JOINT SCHOOL DISTRICT NO. 3

*Wendy Johnson*  
By: Wendy Johnson  
Its: Superintendent



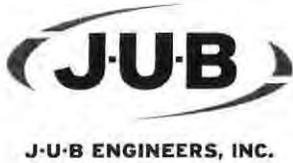
State of Idaho  
County of Ada

On this 3<sup>rd</sup> day of January, in the year 2017, before me Yvonna Bocci, a notary public, personally appeared Wendy Johnson, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public *Yvonna Bocci*

My Commission Expires on 1-22-22

Wendy Johnson, Kuna Jt. School Dist #3  
Superintendent



U·B COMPANIES

THE  
LANGDON  
GROUPGATEWAY  
MAPPING  
INC.

**Kuna Downtown Revitalization  
Permanent Easement - ACHD  
Boundary Description**

*Project Number 10-16-080      December 27, 2016*

An easement being the south fifty feet of the west ninety-two feet of Lots 13, 14, 15, & 16, Block 14 of the Amended Plat of the Townsite of Kuna (Book 4 of Plats at Page 187, records of Ada County, Idaho) except the west nine feet thereof, situated in the south half of the southeast quarter of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows (all of the courses herein below are based on Record of Survey 10533, records of Ada County, Idaho):

Commencing at the south quarter-section corner of Section 23, Township 2 North, Range 1 West, Boise Meridian;

Thence  $N00^{\circ}59'42''E$ , 1230.93 feet along the west line of the south half of the southeast quarter of Section 23 to the center line of W. Fourth St.;

Thence  $S88^{\circ}26'14''E$ , 750.30 feet along the center line of W. Fourth St. to the intersection of N. Avenue E;

Thence  $S01^{\circ}31'42''W$ , 380.12 feet along the center line of N. Avenue E to the intersection of W. Main St.;

Thence  $S88^{\circ}26'14''E$ , 40.00 feet along the center line of W. Main St.;

Thence  $N01^{\circ}31'42''E$ , 40.00 feet to the southwest corner of Block 14 of the Amended Plat of the Townsite of Kuna;

Thence  $S88^{\circ}26'14''E$ , 9.00 feet along the south boundary of Block 14 to the POINT OF BEGINNING:

Thence  $N01^{\circ}31'42''E$ , 50.00 feet parallel with and 9.00 feet from the west boundary of Block 14;

Thence  $S88^{\circ}26'14''E$ , 83.00 feet parallel with and 50.00 feet from the south boundary of Block 14;

Thence  $S01^{\circ}31'42''W$ , 50.00 feet parallel with and 92.00 feet from the west boundary of Block 14 to the south boundary of Block 14;

Thence  $N88^{\circ}26'14''W$ , 83.00 feet along the south boundary of Block 14 to the POINT OF BEGINNING.

The above-described easement contains 4,150 square feet (0.10 acres), more or less.

Prepared from information of record.



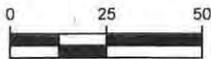
W. Fourth St.

S88°26'14"E

750.30'

N00°59'42"E

1230.93'



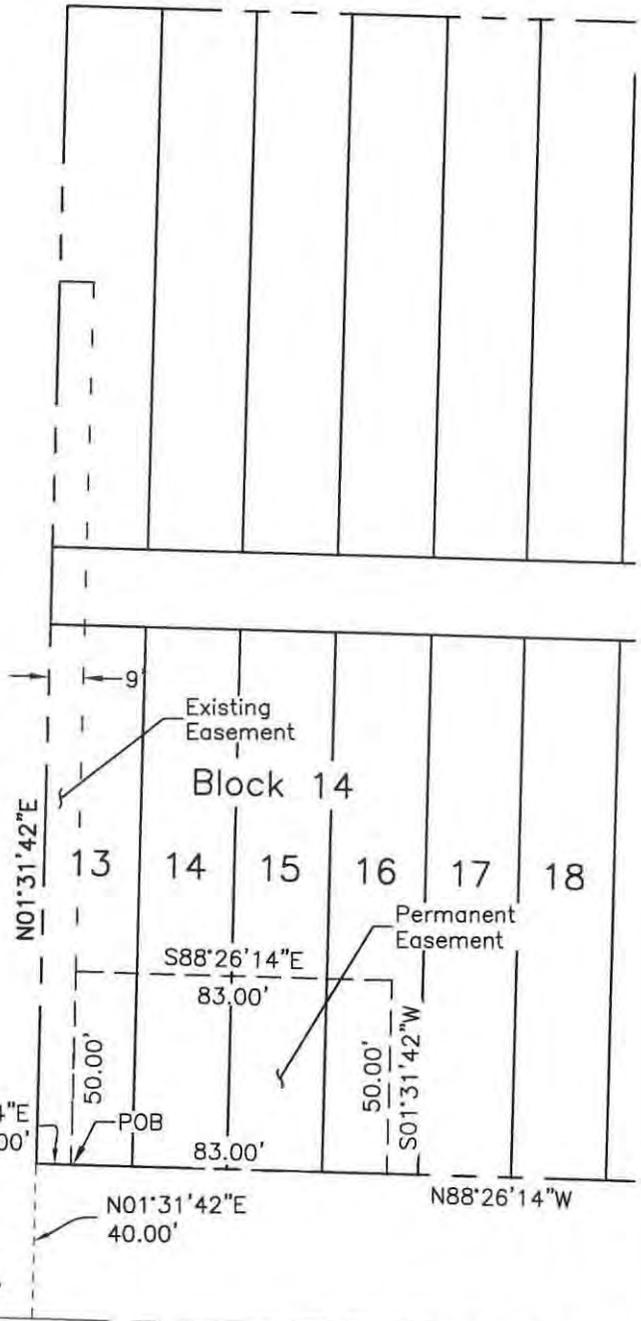
Scale in Feet



N. Avenue E

S01°31'42"W

380.12'



W. Main St.

S88°26'14"E

REUSE OF DRAWINGS  
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF J-J-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-J-B ENGINEERS, INC.

FILE: 10-16-080 DRAINAGE EASEMENT EXHIBIT V2  
JOB PROJ # \*\*\*\*  
DRAWN BY: \*\*\*\*  
DESIGN BY: \*\*\*\*  
CHECKED BY: ikk



Kuna Downtown Revitalization  
City of Kuna  
Permanent Easement  
ACHD

SHEET  
1

Table with columns: NO, REVISION, DATE, REV, APP, DATE, LAST UPDATED 12/27/2016

**STAFF REPORT**  
**City Council Consent Agenda Item**

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**DATE:** January 17, 2017

**TO:** City Council

**FROM:** Richard T. Roats

**SUBJECT:** Adopt Resolution R05-2017 - accepting all of Volume 1 and the City's/Districts portion of the Volume 2 within the Ada County Multi-Hazard Mitigation PlanIOEM.

**STAFF RECOMMENDATION:**

Adopt Resolution R05-2017 - accepting the City's/District's section of the Ada County Multi-Hazard Mitigation PlanIOEM

**BACKGROUND**

**Hazard Mitigation Planning for the Ada County Planning Area:**

In August of 2015, a coalition of Ada County planning partners embarked on a planning process to prepare for and lessen the impacts of specified natural hazards. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the partnership was formed to pool resources and create a uniform hazard mitigation strategy that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding sources.

The 20 member planning partnership involved in this program includes Ada County, 6 Cities, and 13 special services districts. The planning area for the hazard mitigation plan encompasses all of Ada County and the portion of Canyon County where Flood Control District #10 has jurisdictional authority. The result of the organizational efforts has been to produce a Federal Emergency Management Agency (FEMA) and the Idaho Office of Emergency Management (IOEM)-approved multi-agency multi-hazard mitigation plan.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the hazard mitigation plan addresses the following hazards considered to be of paramount importance within the Ada County planning area:

1. Dam Failure
2. Drought
3. Earthquake
4. Flood
5. Landslide and Other Mass Movements
6. Severe Weather
7. Volcano (Ash Fall)
8. Wildfire

Ada County Emergency Management (ACEM) secured funding for developing the hazard mitigation plan and was the lead coordinating agency for this multi-jurisdictional effort. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated plan covering all planning partners within the Ada County Planning Area. Each jurisdiction has been responsible for the review and approval of their individual sections of the plan.

The plan was prepared in accordance with the Idaho Office of Emergency Management Local Hazard Mitigation Plan and Flood Mitigation Plan preparation guidelines. Additionally, the plan has been aligned with the goals, objectives and priorities of the State's multi-hazard mitigation plan and flood mitigation plan.

A 17 member Hazard Mitigation Steering Committee (HMSC) composed of representative stakeholders was formed early in the planning process to guide the development of the Plan. In addition, citizens were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a multi-media campaign that included public meetings, web-based information, questionnaires and progress updates via the news media.

### **Why adopt this Plan?**

Once the hazard mitigation plan is adopted by all of the jurisdictional partners and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from both the Pre-Disaster Mitigation Grant Program (PDM) and the Hazard Mitigation Grant Program (HMGP).

### **What is the Pre-Disaster Mitigation competitive grant program?**

The PDM competitive grant program provides funds to State, Tribal, and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards. Cost-Effective pre-disaster mitigation activities reduce risk to life and property from natural hazard events before a natural disaster strikes, thus reducing overall risks to the population and structures,

while also reducing reliance on funding from actual disaster declarations. Funds will be awarded on a competitive basis for mitigation planning and project applications intended to make local governments more resistant to the impacts of future natural disasters (*For more details on this program see Attachment 1*).

### **What is the Hazard Mitigation Grant Program?**

Authorized under Section 404 of the Stafford Act, the HMGP administered by FEMA provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster (*For more details on this program see Attachment 1*).

### **Where do we go from here?**

Upon adoption of Volume I and our jurisdictional Annex of Volume II of the Ada County Multi-Hazard Mitigation PlanIOEM (ACMHMP) and subsequent approval of said plan by IOEM and FEMA, the city will be eligible to apply for specified grants. The grant funds are made available to states and local governments and can be used to implement the long-term hazard mitigation measures specified within the city annex of the ACMHMP before and after a major disaster declaration. The ACMHMP is considered a living document such that, as awareness of additional hazards develops and new strategies and projects are conceived to offset or prevent losses due to natural disasters, the ACMHMP will be evaluated and revised on a continual 5 year time frame.

### **RECOMMENDED COUNCIL ACTION:**

Motion to adopt Resolution No. R05-2017 and to read it by title only. Consent Calendar voice vote.

### **ATTACHMENTS:**

1. Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Grant Program (PDM) Fact Sheet
2. City of Kuna Annex of the Ada County Multi-Hazard Mitigation PlanIOEM

**Attachment 1**  
**Hazard Mitigation Grant Program (HMGP)**  
**Pre-Disaster Mitigation Grant Program (PDM)**  
**FACT SHEET**

**I. HAZARD MITIGATION GRANT PROGRAM (HMGP)**

**What is the Hazard Mitigation Grant Program?**

Authorized under Section 404 of the Stafford Act, the Hazard Mitigation Grant Program (HMGP) administered by the Federal Emergency Management Agency (FEMA) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

**Who is eligible to apply?**

Hazard Mitigation Grant Program funding is only available to applicants that reside within a Presidentially declared disaster area. Eligible applicants are

- State and local governments
- Indian tribes or other tribal organizations
- Certain non-profit organizations

**What types of projects can be funded by the HMGP?**

HMGP funds may be used to fund projects that will reduce or eliminate the losses from future disasters. Projects must provide a long-term solution to a problem, for example, elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood. In addition, a project's potential savings must be more than the cost of implementing the project. Funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. Examples of projects include, but are not limited to:

- Acquisition of real property for willing sellers and demolition or relocation of buildings to convert the property to open space use
- Retrofitting structures and facilities to minimize damages from high winds, earthquake, flood, wildfire, or other natural hazards
- Elevation of flood prone structures
- Development and initial implementation of vegetative management programs
- Minor flood control projects that do not duplicate the flood prevention activities of other Federal agencies
- Localized flood control projects, such as certain ring levees and floodwall systems, that are designed specifically to protect critical facilities
- Post-disaster building code related activities that support building code officials during the reconstruction process

**What are the minimum project criteria?**

There are five issues you must consider when determining the eligibility of a proposed project.

- Does your project conform to your State's Hazard Mitigation Plan?
- Does your project provide a beneficial impact on the disaster area i.e. the State?
- Does your application meet the environmental requirements?
- Does your project solve a problem independently?
- Is your project cost-effective?

## II. **PRE-DISASTER MITIGATION GRANT PROGRAM (PDM)**

### **What is the Pre-Disaster Mitigation competitive grant program?**

The Pre-Disaster Mitigation (PDM) competitive grant program provides funds to State, Tribal, and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards. Cost-Effective pre-disaster mitigation activities reduce risk to life and property from natural hazard events before a natural disaster strikes, thus reducing overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations. Funds will be awarded on a competitive basis to successful Applicants for mitigation planning and project applications intended to make local governments more resistant to the pacts of future natural disasters.

### **Who can apply for a PDM competitive grant?**

Eligible PDM competitive grant Applicants include State and Territorial emergency management agencies, or a similar office of the State, District of Columbia, U.S. Virgin Islands, Commonwealth of Puerto Rico, Guam, American Samoa, Commonwealth of the Northern Mariana Islands, and Federally-recognized Indian Tribal governments.

- ✓ Eligible Sub-applicants include State agencies; Federally-recognized Indian Tribal governments; and local governments (including State recognized Indian Tribal governments and Alaska native villages).
- ✓ Applicants can apply for PDM competitive grant funds directly to FEMA, while Sub-applicants must apply for funds through an eligible Applicant.
- ✓ Private non-profit organizations are not eligible to apply for PDM but may ask the appropriate local government to submit an application for the proposed activity on their behalf.

### **What are eligible PDM projects?**

Multi-hazard mitigation projects must primarily focus on natural hazards but also may address hazards caused by non-natural forces. **Funding is restricted to a maximum of \$3M Federal share per project.** The following are eligible mitigation projects:

- ✓ Acquisition or relocation of hazard-prone property for conversion to open space in perpetuity;
- ✓ Structural and non-structural retrofitting of existing buildings and facilities (including designs and feasibility studies when included as part of the construction project) for wildfire, seismic, wind or flood hazards (e.g., elevation, flood proofing, storm shutters, hurricane clips);
- ✓ Minor structural hazard control or protection projects that may include vegetation management, Stormwater management (e.g., culverts, floodgates, retention basins), or shoreline/landslide stabilization; and,
- ✓ Localized flood control projects, such as certain ring levees and floodwall systems, that are designed specifically to protect critical facilities and that do not constitute a section of a larger flood control system.

### Mitigation Project Requirements

Projects should be technically feasible (see Section XII. Engineering Feasibility) and ready to implement. Engineering designs for projects must be included in the application to allow FEMA to assess the effectiveness and feasibility of the proposed project. The project cost estimate should complement the engineering design, including all anticipated costs. FEMA has several formats that it uses in cost estimating for projects. Additionally, other Federal agencies' approaches to project cost estimating can be used as long as the method provides for a complete and accurate estimate. FEMA can provide technical assistance on engineering documentation and cost estimation (see Section XIII.D. Engineering Feasibility).

Mitigation projects also must meet the following criteria:

1. Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster, consistent with 44 CFR 206.434(c)(5) and related guidance, and have a Benefit-Cost Analysis that results in a benefit-cost ratio of 1.0 or greater (see Section X. Benefit-Cost Analysis). **Mitigation projects with a benefit-cost ratio less than 1.0 will not be considered for the PDM competitive grant program;**
2. Be in conformance with the current FEMA-approved State hazard mitigation plan;
3. Solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed, consistent with 44 CFR 206.434(b)(4);
4. Be in conformance with 44 CFR Part 9, Floodplain Management and Protection of Wetlands, and 44 CFR Part 10, consistent with 44 CFR 206.434(c)(3);
5. Not duplicate benefits available from another source for the same purpose, including assistance that another Federal agency or program has the primary authority to provide (see Section VII.C. Duplication of Benefits and Programs);
6. Be located in a community that is participating in the NFIP if they have been identified through the NFIP as having a Special Flood Hazard Area (a FHBM or FIRM has been issued). In addition, the community must not be on probation, suspended or withdrawn from the NFIP; and,
7. Meet the requirements of Federal, State, and local laws.

#### What are examples of Ineligible PDM Projects?

The following mitigation projects are ***not*** eligible for the PDM program:

- ✓ Major flood control projects such as dikes, levees, floodwalls, seawalls, groins, jetties, dams, waterway channelization, beach nourishment or re-nourishment;
- ✓ Warning systems;
- ✓ Engineering designs that are not integral to a proposed project;
- ✓ Feasibility studies that are not integral to a proposed project;
- ✓ Drainage studies that are not integral to a proposed project;
- ✓ Generators that are not integral to a proposed project;
- ✓ Phased or partial projects;
- ✓ Flood studies or flood mapping; and,
- ✓ Response and communication equipment.

**Attachment 4**

**City /District of [REDACTED] Annex of the Ada County Multi-Hazard Mitigation  
PlanIOEM**

**RESOLUTION NO. 2017-XX**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF [REDACTED]**  
**AUTHORIZING THE ADOPTION OF THE**  
**ADA COUNTY MULTI-HAZARD MITIGATION PLANIOEM**

**WHEREAS**, all of Ada County has exposure to natural hazards that increase the risk to life, property, environment and the County’s economy; and

**WHEREAS**; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

**WHEREAS**; a coalition of Ada County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partners identified capabilities, within the Ada County Planning Area; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

**NOW, THEREFORE, BE IT RESOLVED** that the [REDACTED]:

- 1.) Adopts in its entirety, Volume I and parts 1, the [REDACTED] jurisdictional annex of part 2, part 3 and the appendices of Volume II of the Ada County Multi-Hazard Hazard Mitigation Plan (ACMHMP).
- 2.) Will use the adopted and approved portions of the ACMHMP to guide pre and post disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the ACMHMP with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the ACMHMP.
- 5.) Will help to promote and support the mitigation successes of all ACMHMP Planning Partners.

PASSED AND ADOPTED on this X<sup>st</sup>, X<sup>nd</sup>, X<sup>rd</sup>, X<sup>th</sup> day of XXXI, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor, City of [REDACTED]

ATTEST:  
\_\_\_\_\_  
City Clerk, City of [REDACTED]

**RESOLUTION NO. R05-2017  
KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE ADOPTION OF THE ADA COUNTY MULTI-HAZARD MITIGATION PLAN; AND REPEALING KUNA CITY RESOLUTION NO. R54-2011.**

**WHEREAS**, all of Ada County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

**WHEREAS**; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

**WHEREAS**; a coalition of Ada County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partner's identified capabilities, within the Ada County Planning Area; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council for the city of Kuna, Idaho:

- 1.) Adopts in its entirety, Volume I, part 5- the City of Kuna, Idaho- Planning Partners Annexes, and the appendices of Volume II of the Ada County Multi-Hazard Hazard Mitigation Plan (ACMHMP).
- 2.) Will use the adopted and approved portions of the ACMHMP to guide pre and post disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the ACMHMP with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the ACMHMP.
- 5.) Will help to promote and support the mitigation successes of all ACMHMP Planning Partners.

PASSED and ADOPTED this 17<sup>th</sup> day of January 2017.

CITY OF KUNA  
Ada County, Idaho

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

**RESOLUTION NO. R06-2017  
CITY OF KUNA, IDAHO**

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

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute 2016-2017 Real Estate Lease Agreement between the City of Kuna and Silver Butte Holsteins, Inc. for the lease of the City of Kuna's property located at Swan Falls Road, Kuna, Idaho, as attached hereto and made a part hereof, as Exhibit A.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of January 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of January 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

## REAL ESTATE LEASE AGREEMENT

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

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, consisting of approximately 400 farmable acres (Property). The parties acknowledge that said Property is located south of Kuna Mora Road and situated on both sides of Swan Falls Road, in Kuna, Ada County, Idaho.
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$60,000.00, payable in twelve (12) equal monthly installments of \$5,000.00, due and payable by the 10th day of each month. LESSOR shall send out monthly statements in advance of the 10<sup>th</sup> of each month to LESSEE.
3. TERM: TERM: The term of this lease is for the period commencing on October 1, 2016 and terminating on September 30, 2017; if this lease is renewed, as provided for herein, the renewal term shall be twelve (12) months, commencing on October 1, of each year, and ending on September 30, of the following year, and any subsequent renewal terms, under the following conditions:
4. LESSOR'S OBLIGATIONS: LESSOR agrees to the following at its expense:
  - a. To provide the treated wastewater effluent to be used as irrigation water on the property.
  - b. To pay Idaho Power for the electricity to operate the pump used to pump the treated wastewater effluent from the lagoon and used as irrigation water on the property; however, LESSEE shall indirectly reimburse LESSOR for the electrical cost as factored into the LEASE payment. LESSEE shall also pay for the electricity to operate the well pumps.
  - c. LESSEE shall provide credit to LESSOR for any credit or rebate LESSEE receives from Idaho Power Company for the Agricultural Peak Rewards Program, if offered by Idaho Power Company, and LESSEE is in compliance as provided for in paragraph 5g.
  - d. To provide perimeter weed control and rodent pest control measures, if needed.
  - e. To timely review and respond to all LESSEE requests to apply commercial fertilizer or manure.
  - f. To provide parts necessary for maintenance and repair of the irrigation lines.
5. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:

## REAL ESTATE LEASE AGREEMENT

- a. To provide all equipment, materials, labor or other items necessary to plant, cultivate, grow, and harvest alfalfa, grain or other crops, not detrimental to the primary purpose of the Property which is to provide for a wastewater land application site upon the Property, as further described in paragraph 6.
  - b. To weigh all harvested crops as they are harvested.
  - c. To not apply any nitrogen or phosphorus based fertilizers or manure to Property without LESSOR's approval.
  - d. To provide LESSOR with TKN, NO<sub>3</sub>, NO<sub>2</sub>, Total Phosphorus, moisture content and tonnage for any manure to be applied to Property.
  - e. To provide LESSOR with TKN, NO<sub>3</sub>, NO<sub>2</sub>, Total Phosphorus, moisture content and tonnage of harvested crops by field and by cutting.
  - f. To provide LESSOR with the sources and amount of water from each source applied to each field on a daily basis.
  - g. To provide LESSOR with any necessary information regarding LESSEE's application and compliance with the Idaho Power Company's Agricultural Peak Rewards Program. LESSEE shall only be entitled to the credit that LESSOR actually receives.
6. **ADDITIONAL TERMS:** LESSEE acknowledges and agrees that the Property is subject to certain terms as contained in the Idaho Wastewater Land Application Permit LA-000060-04 and said terms are fully incorporated herein, and LESSEE has reviewed a copy of said permit and agrees to fully comply with its terms and conditions. LESSEE further acknowledges and agrees that the Property is first and foremost a wastewater land application site and that such use shall be given priority over any farming operation on the Property. LESSOR agrees, as reasonably practical, to protect the LESSEE's crops growing upon the Property, but LESSOR reserves the right to destroy crops or otherwise interfere with LESSEE's farming operation if necessary to maintain, operate or repair LESSOR's wastewater treatment and application facilities on the Property or to comply with any terms and conditions of LESSOR's Wastewater Land Application Permit.
7. **REIMBURSEMENTS- END OF LEASE:** In the event this lease is not renewed by LESSOR, for any reason other than a requested rent increase or decrease, LESSEE shall be entitled to reimbursement for existing viable alfalfa for the cost of planting alfalfa. Alfalfa is presumed to be viable for four (4) cropping seasons following its' planting. The cost of planting shall be limited to reasonable equipment cost for up to two (2) discing passes, one (1) conditioning pass and one (1) drill pass, plus the cost of seed. The costs reimbursable shall be limited to 25% of planting cost per viable year remaining. No reimbursement is to be provided after the fourth (4<sup>th</sup>) year of viability.

## REAL ESTATE LEASE AGREEMENT

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

## REAL ESTATE LEASE AGREEMENT

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

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

City of Kuna, Idaho  
c/o City Engineer  
c/o City Attorney  
Post Office Box 13  
Kuna, Idaho 83634;

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

Silver Butte Holsteins, Inc.  
Brian Merrell  
1580 W. Kuna Cave Road  
Kuna, Idaho 83634

# REAL ESTATE LEASE AGREEMENT

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

DATED this 14 day of December, 2016.

LESSOR:

LESSEE:

By \_\_\_\_\_

By Mance Beer

*Joe L. Stear*

*Silver Butte Holsteins, Inc.*

*City of Kuna, Idaho*

Its Mance Beer

Its \_\_\_\_\_

*President*

*Mayor*

WITNESS:

ATTEST:

Brian A. Marrell

*Brian A. Marrell*

Clerk of \_\_\_\_\_

# REAL ESTATE LEASE AGREEMENT

Form and content approved by \_\_\_\_\_ as attorney for the City of Kuna, Idaho.

**RESOLUTION NO. R07-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK (IDWARN), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

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

Section 1. The MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK (IDWARN), as attached hereto and hereby incorporated herein by reference, is hereby authorized and approved; and

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of January 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of January 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**MUTUAL AID AND ASSISTANCE AGREEMENT  
FOR  
THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE  
NETWORK (IDWARN)**

This Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (this "Agreement") is made and entered into by public and private water and wastewater utilities and other interested parties that have, by executing this Agreement, manifested their intent to participate in the Program.

***RECITALS***

- A. Idaho Code section 67-2335 authorizes one or more public agencies to contract to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.
- B. Insuring that water and wastewater systems provide and maintain water and wastewater services that promote the safety, health, comfort and convenience of the residents and visitors of Idaho communities is a fundamental function of government.
- C. Utilities in Idaho have a duty to provide and maintain their service to promote the safety, health, comfort and convenience of patrons, employees, and the public.
- D. The private and public entities executing this Agreement receive a reciprocal benefit by establishing processes to provide and receive assistance in advance of an emergency.

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, and the recitals set forth above, which are incorporated herein as if set forth in full, the parties agree as follows.

**ARTICLE 1.  
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish the Program. Through the Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Program.

## **ARTICLE II.** **DEFINITIONS**

- A. **Authorized Official**: An employee or officer of a Member that is authorized to:
1. Request assistance;
  2. Offer assistance;
  3. Refuse to offer assistance; or,
  4. Withdraw assistance under this Agreement.
- B. **Emergency**: A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, international acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment and facilities of a Program Member to fully manage and mitigate internally.
- C. **Members**:
1. **Member**. Any public or private water or wastewater utility that manifests intent to participate in the Program by executing this Agreement.
  2. **Associate Member**: Any non-utility participant approved by the Statewide Committee that provides a support role for the Program, is a member of the Statewide Committee established under Article III, and that has executed this Agreement as an Associate Member.
  3. **Requesting Member**: A Member who requests aid or assistance under the Program.
  4. **Responding Member**: A Member who offers aid or assistance under the Program.
  5. **Non-responding Member**: A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Program.
- D. **Confidential Information**: Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
- E. **Period of Assistance**: A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the personnel, equipment, or supplies return to such facility (portal to portal). All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.

F. Program. The interstate program for mutual aid and assistance established by this Agreement.

G. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

### **ARTICLE III. ADMINISTRATION**

The Program shall be administered through a Statewide Committee. The Statewide Committee, under the leadership of an elected chairperson, shall meet at least annually to address Program issues. The Statewide Committee shall also meet at least annually to review emergency preparedness and response procedures. The Statewide Committee shall represent the interests of the Members and Associate Members. In addition, the Statewide Committee includes representatives from the following:

United States Environmental Protection Agency (USEPA); American Water Works Association (AWWA); Federal Bureau of Investigation (FBI); Idaho Department of Environmental Quality (IDEQ); Idaho Air National Guard; Bureau of Homeland Security (BHS); Idaho Rural Water Association (IRWA); Idaho Emergency Management Association (IEMA).

Under the leadership of the chairperson, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Program. At its first meeting, the Statewide Committee shall establish initial membership of the committee and procedures for administration of the Statewide Committee, including meeting procedures and voting procedures.

### **ARTICLE IV. PROCEDURES**

In coordination with the Idaho emergency management and the Idaho public health system, the Statewide Committee shall develop operational and planning procedures for the Program. The procedures shall be reviewed at least annually and updated as needed by the Statewide Committee.

### **ARTICLE V. REQUESTS FOR ASSISTANCE**

A. Member Responsibility. Members shall identify an Authorized Official and alternates; provide contact information including twenty-four hour access; and, maintain resource information that may be available from the Member for mutual aid and assistance response. The

contact information shall be updated annually, or when changes occur, and provided to the Statewide Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment or supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures prepared under Article IV.

B. Response to a Request for Assistance. Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official will evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

## ARTICLE VI.

### RESPONDING MEMBER PERSONNEL

A. National Incident Management System. When providing assistance under this Agreement, the Requesting Member and the Responding Member shall be organized and shall function under the National Incident Management System.

B. Control. While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter. Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed

the per diem reimbursement rates published by the State of Idaho Board of Examiners for the applicable period and location. To the extent food and shelter costs exceed Board of Examiners' per diem rates, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

D. Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and Member personnel.

E. Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights duties and benefits provided in their respective jurisdictions.

F. Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

#### **ARTICLE VII. COST REIMBURSEMENT**

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost when permitted by law to make such donation.

A. Personnel. The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment. The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed base on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period. The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member.

E. Records. Unless prohibited by law, each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Unless prohibited by law, each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

**ARTICLE VIII.**  
**DISPUTES**

If any controversy or claim arises out of, or relates to the execution of the Agreement, including but not limited to alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation.

**ARTICLE IX.**  
**REQUESTING MEMBER'S DUTY TO INDEMNIFY**

Members who are public entities shall be subject to this Article only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code title 6 chapter 9.

The Requesting Member who is not a public entity shall assume, to the extent allowed by the Idaho Public Utilities Commission, the defense of, and fully indemnify and hold harmless the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be complied consistently with, the conditions set forth in Article X.

**ARTICLE X.**  
**SIGNATORY INDEMNIFICATION**

Members who are public entities shall be subject to this Article only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code title 6 chapter 9.

In the event of liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who are not public entities and receive and provide assistance shall, to the extent allowed by the Idaho Public Utilities Commission, have a duty to defend, indemnify, save and hold harmless all Non-responding

Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

**ARTICLE XI.**  
**WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

**ARTICLE XII.**  
**NOTICE**

A party who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members who may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XIII.**  
**INSURANCE**

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Program.

**ARTICLE XIV.**  
**CONFIDENTIAL INFORMATION**

To the extent authorized by law, including the Idaho Public Records Laws, Idaho Code sections 9-337 through 9-350, any Member or Associate Member shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity request or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

**ARTICLE XV.**  
**EFFECTIVE DATE**

This Agreement shall be effective after the applicant's authorized representative executes this Agreement and the Statewide Committee receives and approves the admission of the applicant. The Statewide Committee chair shall maintain a master list of all Members and Associate Members of the Program.

#### **ARTICLE XVI. WITHDRAWAL**

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee chair. Withdrawal takes effect sixty (60) days after the Statewide Committee chair receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

#### **ARTICLE XVII. MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual parties of this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of the Members. The Statewide Committee chair must provide written notice to all Members and Associate Members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice is sent to the Members and Associate Members.

#### **ARTICLE XVIII. SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced if the Agreement did not contain the particular term or provision held to be invalid.

#### **ARTICLE XIX. PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

#### **ARTICLE XX. MISCELLANEOUS**

- A. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Members and no person or entity has any rights under this Agreement as a third party beneficiary.
- B. Assignment Prohibited. No party may assign benefits or delegate duties created by this Agreement and such assignments and delegations are without effect.
- C. No Authority to Bind Other Parties or Partnership. Neither the Program nor any party has the authority to enter into contracts or agreements on behalf of one or more parties to this Agreement. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

**ARTICLE XII.**  
**INTRASTATE AND INTERSTATE**  
**MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement shall participate in mutual aid and assistance activities conducted under the Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program were established.

IN WITNESS WHEREOF, the Members and Associate Members executing a signature page attached hereto have entered into this Agreement effective as set forth in Article XV above. This Agreement may be executed in counterparts by the execution of signature pages. Each such counterpart shall be deemed as an original all of which together with the terms herein shall be considered one and the same Agreement.

[Signature Pages Follow]

**SIGNATURE PAGE**

**MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE  
WATER/WASTEWATER AGENCY RESPONSE NETWORK (IDWARN)**

City of Kuna, Idaho  
(Organization Name)

By [Signature]  
Its Mayor  
Date: 12/22/2016

SIGNATURE PAGE

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE  
WATER/WASTEWATER AGENCY RESPONSE NETWORK - 11

10142009



Idaho disasters such as the 1983 Challis earthquake and the 1976 Teton Dam flood, along with events such as 9/11 and Hurricane Katrina, have highlighted the need for water and wastewater utilities to create intrastate mutual aid and assistance programs. Mutual aid programs are critical to utility systems for many reasons:

- Utilities require specialized resources to sustain operations during disasters.
- Government response agencies and critical infrastructure rely on water supplies.
- Utilities must provide their own support until state and federal resources become available.
- Large events impact regional areas, making assistance from nearby utilities impractical.
- Disasters impact utility employees and their families, as well as customers.
- Agreements must be established before disasters occur to be eligible for federal reimbursement.
- Promotion of mutual aid and assistance meets Department of Homeland Security requirements.

## IDWARN Steering Committee

**Shelley Roberts, Chair**  
Idaho Rural Water Association  
[sroberts@idahoruralwater.com](mailto:sroberts@idahoruralwater.com)

**Kevin McLeod, Vice Chair**  
Idaho Rural Water Association  
[kmcleod@idahoruralwater.com](mailto:kmcleod@idahoruralwater.com)

**Paul Sifford, Coeur d'Alene Region**  
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**Mike Dimmick, Lewiston Region**  
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**Bill Carr, Boise Region**  
United Water Idaho  
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**Rob Bohling, Twin Falls Region**  
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**Rich Pearson, Pocatello Region**  
City of McCammon  
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**Zane Baler, Idaho Falls Region**  
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**Curtis Stoehr**  
Department of Environmental Quality  
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[www.idwarn.org](http://www.idwarn.org)

*Costs associated with this publication provided for by the Pacific Northwest Section of American Water Works Association. June 2015*



**Idaho  
Water/Wastewater  
Agency  
Response  
Network**

*Utilities Helping Utilities*



### IDWARN Network Mission

To promote statewide emergency preparedness, disaster response, and mutual assistance for public and private water/wastewater utilities.

An ounce of prevention is  
worth a pound of cure.  
— Benjamin Franklin

## Why Should My Agency Join IDWARN?

- A single agreement provides access to all member utilities statewide.
- Access to specialized resources is enhanced.
- Increased planning and coordination become available.
- Arrival of aid is expedited.
- IDWARN is consistent with the National Incident Management System (NIMS).
- Administrative conflict is reduced.
- An agreement is provided containing indemnification and workers' compensation provisions to protect participating utilities. Provisions for cost reimbursement are also included.
- A list of emergency contacts and available resources is provided.
- Response to any incident is voluntary.
- Probability of quick recovery increases.



## Idaho Water/Wastewater Agency Response Network

The *Utilities Helping Utilities* concept gives water/wastewater utilities the opportunity to be more resilient during disaster response and recovery.

Because disasters transcend political jurisdictional boundaries, multi-utility coordination is crucial to protect lives and property and to facilitate the efficient use of available assets, both public and private.



IDWARN is designed to provide quick and professional assistance in any situation that overwhelms the capabilities of a water/wastewater utility.

No formal declaration of emergency is needed, and assistance can take the form of personnel, equipment, materials, or services.

A member utility may request deployment of emergency support to restore critical operations at the affected water/wastewater utility.

Member agencies are never obligated to respond.



## IDWARN Supporters

American Water Works Association  
 Association of Metropolitan Water Agencies  
 Association of State Drinking Water Administrators  
 Idaho Bureau of Homeland Security  
 Idaho Department of Environmental Quality  
 Idaho Rural Water Association  
 Association of State and Interstate Water Pollution Control Administrators

National Association of Water Companies  
 National Rural Water Association  
 U.S. Environmental Protection Agency  
 Water Environment Federation



# City of Kuna

## Findings of Fact and Conclusions of Law

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

To: Kuna City Council

File Numbers: 16-04-ZC (Rezone)

Location: N. Meridian Road,  
South of E. Meadowview  
Road, north of E. Kuna Road,  
Kuna, Idaho  
(APN # S1419333400)

Planner: Trevor Kesner, Planner II

Hearing date: January 3, 2017  
**Findings: January 17, 2017**

Applicant/Owner: Keith Clow  
1085 Glenway Ave.  
Fruitland, ID 83619  
208.407.7218  
[keithclow6@gmail.com](mailto:keithclow6@gmail.com)



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### **A. Process and Noticing:**

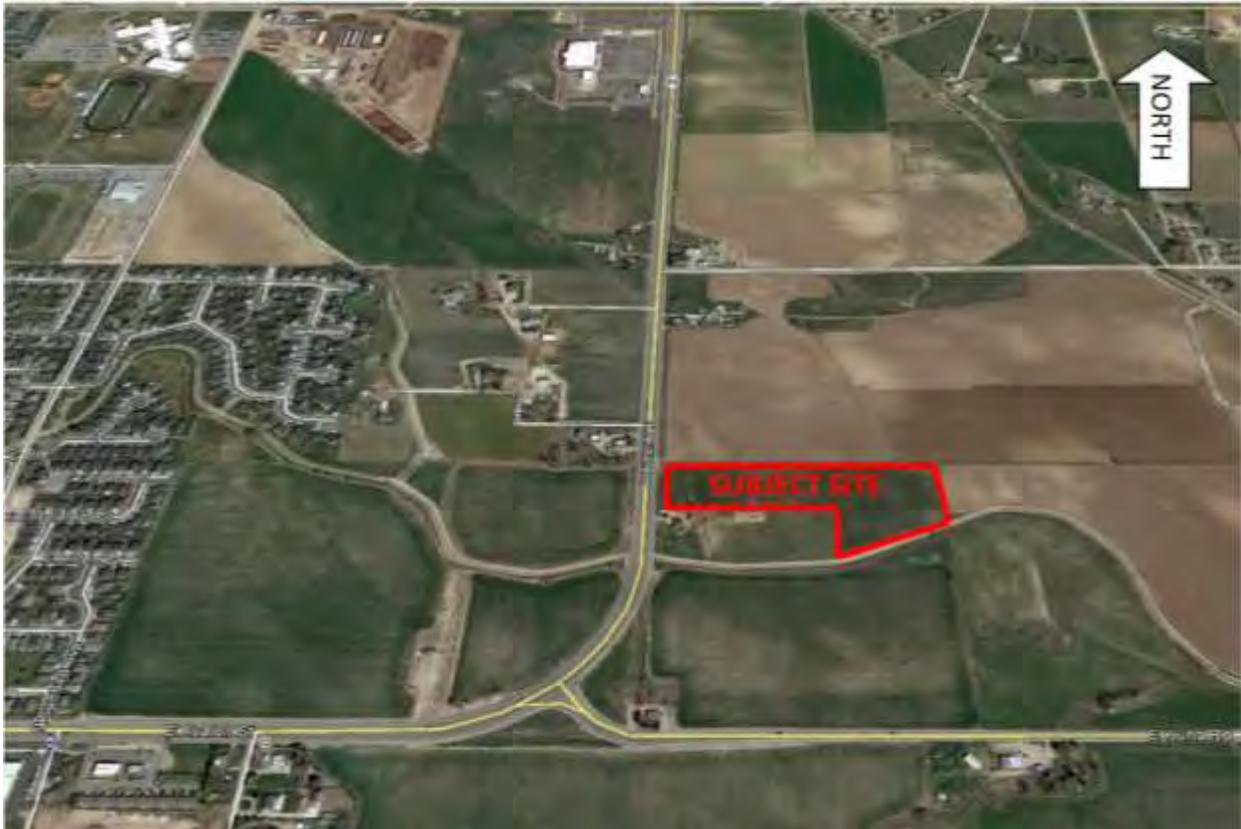
1. Kuna City Code 1-14-3 (KCC), states that Rezones are designated as a public hearing, with the City Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Land Use Planning Act.

#### **a. Notifications**

- |                                  |  |
|----------------------------------|--|
| i. Neighborhood Meeting          | September 8, 2016 (six persons attended) |
| ii. Agency Comment Request       | October 25, 2016                         |
| iii. 300' Property Owners Notice | December 15, 2016                        |
| iv. Kuna, Melba Newspaper        | December 14, 2016                        |
| v. Site Posted                   | December 20, 2016                        |

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

A rezone request from Keith Clow to rezone approximately 8.74 acres in city limits from an (A) agriculture zone to a (C-2) Area Business District commercial zoning designation, to construct a commercial storage facility. The site has no assigned address and is located on the east side of N. Meridian Road, south of E. Meadowview Road and north of E. Kuna Road, Kuna, Idaho.

**C. Aerial Map:**

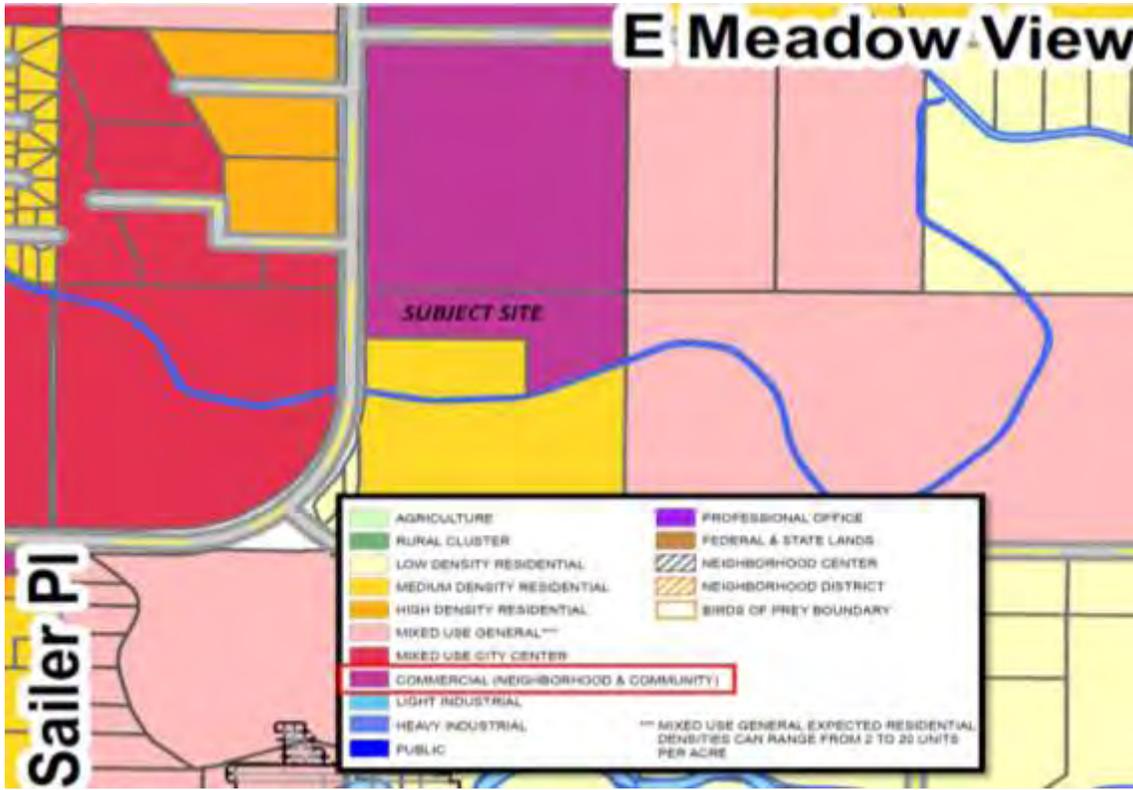
*©Copyrighted*

**D. Site History:**

This site is within city limits and has been farmed for many years.

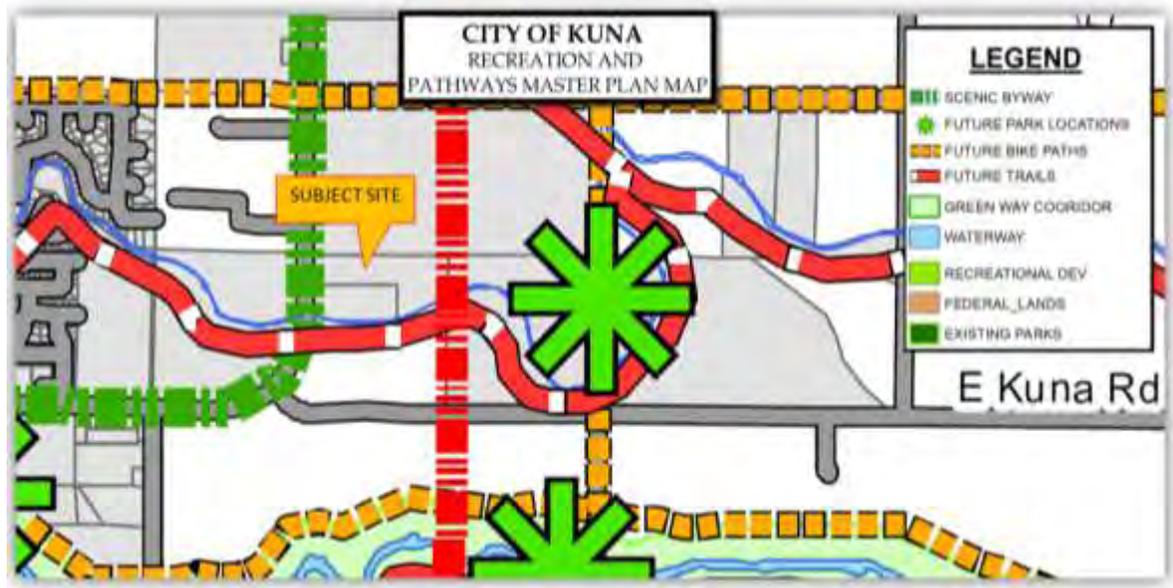
**E. General Projects Facts:**

- 1. Comprehensive Plan Map:** The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision-making bodies for the city. The Comprehensive Plan Future Land Use Map indicates a Commercial (Neighborhood & Community) land use designation for this parcel; it is not the current zone.



2. **Recreation and Pathways Master Plan Map:** The Recreation and Pathways Master Plan Map provides a comprehensive guide and supporting visual depiction for where pathways, trails and greenways should be planned for and constructed as development occurs. The subject site fronts a designated ‘Scenic Byway’ and is directly adjacent to city-owned lands planned as a future park site. The Recreation and Pathways Master Plan Map indicates that provisions should be made for a future pathway or trail in this area along the banks of the Kuna Canal Lateral. The closest pathway or trail is situated on the south bank of the Kuna Canal and terminates at Tomorrow Subdivision to the west. Future trail/pathway connectivity would likely continue along the south bank of the Canal as it abuts the subject site.

3.



**4. Surrounding Land Uses:**

<b>North</b>	A	Agriculture – Kuna City
<b>South</b>	A / RUT	Agriculture – Kuna City / Rural Urban Transition – Ada County
<b>East</b>	A	Agriculture – Kuna City (Kuna School District Property)
<b>West</b>	C-1	Neighborhood Business District (Commercial) – Kuna City

**5. Parcel Sizes, Current Zoning, Parcel Number(s):**

- Parcel Size: 8.77 acres (approximately)
- Zoning: A; Agriculture – Kuna City
- Parcel #: S1419333400

**6. Services:**

Sanitary Sewer– City of Kuna (connection required when services are within 300’ of property or when sewer demand exceeds two {2} Equivalent Dwelling Units)  
 Potable Water – City of Kuna (connection is required)  
 Irrigation District – Boise Kuna Irrigation District (BKID)  
 Pressurized Irrigation – City of Kuna (connection required when services are within 300’ of property)  
 Fire Protection – Kuna Rural Fire District  
 Police Protection – Kuna Police (Ada County Sheriff’s office)  
 Sanitation Services – J&M Sanitation

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

There are currently no structures situated on the subject site. The site’s vegetation has been cleared and earth work for future development has begun. Soils in the area average a 1% slope with a 20”- 60” Bedrock depth and falls within hydrologic groups ‘C’ and ‘D’ per the USDA soil survey of Ada County.

**8. Transportation / Connectivity:**

The site’s frontage is situated within the State Highway 69 overlay district. A 45-foot wide future ingress/ egress access point to the site is proposed on the northern portion of the site’s frontage. Idaho Transportation Department (ITD) has approved an approach permit for site access (see Exhibit C).

**9. Environmental Issues:**

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

**10. Agency Responses:**

The responding agency comments are included as exhibits with this Memo:

- Central District Health Department (CDHD) – Exhibit B-1
- Ada County Highway District (ACHD) – Exhibit B-2
- Kuna City Engineer (Gordon Law, P.E.) - Exhibit B-3
- Community Planning Association of Southwest Idaho (Compass) – Exhibit B-4
- Kuna Rural Fire and EMS – Exhibit B-5
- Idaho Transportation Department (ITD) – Exhibit B-6
- Boise Project Board of Control – Exhibit B-7

**F. Staff Analysis:**

The rezone and special use involve a parcel that abuts Highway 69/Meridian Road corridor. No public utilities are currently near the subject site. These applications have been submitted to prepare the site for a future commercial storage facility development.

The applicant has submitted all necessary documentation associated with the rezone request to the Planning and Zoning Department. Applicant intends to apply landscaping adjacent to Highway 69/Meridian Road as a screening buffer, following setbacks and other site design requirements for the Highway 69 Overlay District. A Design Review Application will be required for future buildings, site landscaping, parking, fencing and trash enclosures. An engineered site grading and drainage plan will be required.

Staff has determined this application complies with Title 1 and Title 5 of Kuna City Code; Idaho Statute § 67-6511; and Kuna's Comprehensive Plan; and forwards a recommendation of approval for Case No's 16-04-ZC subject to the recommended conditions of approval listed in Section 'N' of this report.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance, Title 5, Chapter 13
2. City of Kuna Comprehensive Plan, adopted September 1, 2009
3. Idaho Code, Title 67, Chapter 65- of the Local Land Use Planning Act.

**H. Procedural Background:**

The Commission held a public hearing on November 22, 2016, where it approved Case No. 16-06-SUP (Special Use Permit) and made findings on December 13, 2016, to recommend approval of Case No. 16-04-ZC (Rezone) to City Council based on the application, agency comments, staff's report, application exhibits and public testimony that was presented. The City Council voted 3-1 at the public hearing held on January 3<sup>rd</sup>, 2017 to approve Case No. 16-04-ZC with the recommended conditions of approval.

**I. Factual Summary:**

This site is located along N. Meridian Road. Applicant proposes a rezone of approximately 8.77-acre site from Agriculture (A) to a Commercial (C-2) zoning designation and a special use permit to develop the parcel into a future commercial storage facility including office/retail suites. The site will have one access point from Highway 69/N. Meridian Road.

**J. Comprehensive Plan Analysis:**

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

The proposed zone change and special uses for the site appear to be generally consistent with the following Comprehensive Plan components:

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

1. The proposed rezone and special uses are generally consistent with the following Comprehensive Plan components:

**GOALS AND POLICIES – *Property Rights***

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

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

**GOALS AND POLICIES – Economic Development**

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

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

**GOALS AND POLICIES – Land Use**

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

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

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

**K. Proposed Kuna City Code Analysis:**

1. The Council finds that the proposal is in compliance with the following Kuna City Codes (KCC):
  - A. KCC Title 1, Chapter 14; Section 3: Decision Making Authority and Process by Application
  - B. KCC Title 5, Chapters 11, 12 and 14: Rezone Form, Application, Initiation, Hearing and Approval sections.

**L. Council Findings:**

1. The site is physically suitable for a commercial storage and office facility use.

**Comment:** *The 8.77-acre (approximate) project appears to be suitable for a commercial storage facility and light office/retail uses.*

2. The rezone uses are 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. The access, landscaping, parking, drive aisles and structures planned for construction will be installed according the City requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

3. The rezone and special use applications are not likely to cause adverse public health problems.

**Comment:** *The rezone for the property requires a zoning designation per Kuna Code 5-13-9. The project requires connection to potable water systems, and connection to pressurized irrigation and public sewer facilities when within 300' feet of the property; therefore eliminating the occurrence of adverse public health problems.*

4. 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 Planning & Zoning Commission considered the rezone, special uses and the location of the property with adjacent uses.*

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

**Comment:** *Correspondence from ITD, ACHD and Kuna Public Works confirms that the existing streets and available utility services are suitable and adequate for the commercial project.*

#### **M. Conclusions of Law:**

1. Based on the evidence contained in Case Nos. 16-04-ZC, the City Council finds Case No 16-06-SUP generally complies with Kuna City Code.
2. Based on the evidence contained in Case No. 16-04-ZC, the City Council finds Case No. 16-04-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.

#### **N. Decision by the Council:**

Based upon the record for Case No. 16-04-ZC, including the exhibits, staff report and testimony during the public hearing, Kuna City Council hereby *approves* Case No. No 16-04-ZC, a rezone request by Keith Clow with the conditions listed below:

1. The applicant/owner or future assigns will be required to construct a 12-inch Pressurized Irrigation Trunk Line for the portion of the property fronting Highway 69, and for any extensions occupying facilities master plan routes when services are available within 300 feet of the property as set forth by the Kuna City Engineer. **Pressure Irrigation connection fees are to be pre-paid** and piping shall be configured to facilitate convenient connection when required. Any new structure is subject to connection fees for its connected load.
2. The applicant/owner or future assigns is required to connect to the City water system for all potable water and fire suppression needs. Installation of a 12-inch water trunk line for the portion of the property fronting Highway 69 and for any extensions occupying facilities master plan routes is required. **Potable water connection fees are to be pre-paid**. Any new structure is subject to connection fees for its connected load.
3. The applicant/owner or future assigns shall obtain written approval of the construction plans from the agencies noted below. The approvals may be either on agency letterhead referring to the approved use or may be written or stamped upon a copy of the approved plans. All site improvements are prohibited prior to approval of these agencies:
  - a) The City Engineer must approve the sewer hook-ups. Connection to the City sewer system for all sanitary sewer needs when services are available within 300 feet of the property in accordance with the sewer master plan. **Sewer connection fees are to be pre-paid**. Plumbing shall be configured to facilitate convenient connection, when required.
  - b) The Kuna Fire District must approve all fire flow requirements and/or building plans. Installation of fire protection facilities as specifically required by the Kuna Fire District, are required.
  - c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.
  - d) Approval from Ada County Highway District and Impact Fees, if any, shall be paid prior to building permit issuance.
  - e) The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing, excavation of any kind shall be initiated

until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading. Site grading must not create a slope burden on adjacent properties.

4. All public rights-of-way shall be dedicated and constructed to standards of the City, Idaho Transportation Department and Ada County Highway District. No public street construction may be commenced without the approvals of the Idaho Transportation Department and Ada County Highway District. The applicant shall have approved permit(s) from the Idaho Transportation Department (ITD) for construction of any access to the State Highway 69 or construction done within the state highway right-of-way.
5. Installation of all service facilities shall comply with the requirements of the public utility and/or irrigation district providing the services. All utilities shall be installed underground.
6. Compliance with Idaho Code §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.
7. All required compliance letters and plans (lighting, landscaping, fencing, drainage, and site development) must be submitted to Planning and Zoning.
8. Lighting, parking, fencing, signage and building elevations within the site, shall comply with Kuna City Code (except as specifically approved otherwise through the Design Review process) and the applicant shall apply for the appropriate permits prior to commencing construction.
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove, and replace any unhealthy or dead plant material immediately (within 3 days and weather permitting) 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 and/or private entities owning the property.
10. The applicant/owner should consider providing a public easement along the north bank of the Teed Lateral as it abuts the site for future pathways/trails connectivity.
11. Water rights are still currently owned by the property owner; prior to hooking into City Pressurized Irrigation services, all water rights must be transferred to Kuna City through the adoption of a water rights annexation ordinance.

DATED this 17<sup>th</sup> day of January 2017.

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Joe Stear, Mayor  
Kuna City

ATTEST:

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Chris Engels  
Kuna City Clerk



# City of Kuna

## City Council Memo

P.O. Box 13 1 of 13  
Kuna, ID 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
www.kunacity.id.gov

**To:** Kuna City Council  
**File Numbers:** 16-04-ZOA (Zoning Ordinance Amendment)  
**Planner:** Wendy I. Howell, PCED  
**Hearing Date:** January 17, 2017

### A. Course of Proceedings

Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states text amendments and ordinance changes are designated as public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision-making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

#### a. Notifications

- |                           |  |
|---------------------------|--|
| i. Agencies               | November 3, 2016                           |
| ii. Kuna, Melba Newspaper | December 21, 2016 and<br>December 28, 2016 |

### B. Agency Responses

- *Central District Health* responded on November 8, 2016 stating they have no objections. (Exhibit C-1)
- *Idaho Transportation Department* responded on November 23, 2016 stating they have no objections. (Exhibit C-2)

### C. Staff Comments

Staff has made an amendment to the residential local streets right-of-way width to be changed from 51 feet to 50 feet. This will be consistent with Ada County Highway District's typical requirement for local roadways. The intent of adding Part E is to improve the safety of the public by limiting access points along collector and arterial streets.

Planning and Zoning Commission unanimously recommended approval to City Council on said amendment on December 13, 2016.

The changes are consistent with the Comprehensive Plan. The City attorney has reviewed the proposed ordinance without any objections.

### D. Applicable Standards

1. City of Kuna Zoning and Subdivision Ordinance, Title 5 and Title 6
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**E. Proposed Recommendation by Planning and Zoning Commission**

*The Council shall consider and discuss the evidence and testimony presented at the meeting prior to rendering its decision.*

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

- F. Based on the facts outlined in staff's report and public testimony as presented (if any), an Ordinance of City of Kuna, Idaho, amending Title 6, Chapter 3, Section 4, part of 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 section, Part E to provide standards for access to collector and arterial streets; and providing an effective date.

**ORDINANCE NO. 2017-01  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 6, CHAPTER 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 COLLECTOR AND ARTERIAL STREETS; PROVIDING FOR A SEVERABILITY CLAUSE; 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 it is necessary to provide standards for access to collector and arterials street within the city of Kuna; and

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 2, Part B, titled “Permit Fees” shall be amended as follows:

6-3-4: - SPECIFICATIONS:

A. *Street right-of-way widths:* Street and road right-of-way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right-of-way standards are as follows:

Highway and Street Types	ROW
Expressway, Highway or Entryway Corridor	160 feet to 260 feet
Mobility Arterial	122 feet to 128 feet
Residential Arterial	97 feet
Section Line Road	97 feet to 128 feet
Town Center Collector	88 feet

Residential Neighborhood Arterial	80 feet
Industrial Collector	74 feet
Mid-Mile Section Road	74 feet to 88 feet
Residential Collector	69 feet
Industrial/Commercial Collector	66 feet
Quarter Section Road	57 feet to 69 feet
Town Center Local	61 feet
Commercial Local	53 feet
Residential Local	50+ feet
Minor Local Street **	42 feet to 50 feet

\* These road classification standards are considered minimum design standards and may be increased for a given roadway at Ada County Highway District's or Idaho Transportation Department's request.

\*\* Except that a reduction of minor street width (below forty-two (42) feet) may be allowed by the planning and zoning commission if the street is designed so as not to encourage through movement. Kuna's minimum road width in all zoning districts is thirty-six (36) feet measured from back of curb to back of curb. The city council may consider exceptions to this standard on a case-by-case basis.

- B. *Street grades:* Street grades shall not exceed ten (10) percent on either minor or collector streets, and six (6) percent for arterial streets. Minimum grade of all streets shall be four-hundredths of one (1) percent (0.04).
- C. *Street alignment:* Shall be as follows:
  - 1. *Horizontal alignment:* When street lines deflect from each other by more than ten (10) degrees in alignment, the centerlines shall be connected by a curve having a minimum radius of five hundred (500) feet for arterial streets, and three hundred (300) feet for collector streets. Between reverse curves on collector and arterial streets there shall be a minimum tangent distance of two hundred (200) feet.

- 2. *Vertical alignment:* Minimum stopping sight distances shall be two hundred (200) feet for minor streets and designed in accordance with design speed for collector and arterial streets.
- D. *Minimum road width:* The minimum road width within the Kuna city limits shall be thirty-six (36) feet back of curb to back of curb in all zoning districts. Exceptions may be considered by the council on a case-by-case basis.
- E. *Access to Collector and Arterial Streets:* The following standards are intended to improve the safety of the public by limiting access points on collector and arterial streets and to ensure that motorist can safely enter or exit all streets:
  - 1. These standards shall apply to all properties that have a direct access point to any street, as defined in KCC 5-1-6-2, except an alley, and whether improved or unimproved:
    - a. If a property is part of an approved subdivision with an interior street or streets, the property’s access shall be limited to the interior street that provides access to the property from the Lot Line, Front, as approved by City Council.
    - b. If several properties within a subdivision access a collector or arterial street, then the collector or arterial street shall grant unrestricted cross access for all lots within the subdivision or development.
  - 2. The relevant access standard shall be noted on the subdivision plat; for example, “There shall be no direct lot access to Hubbard Road”.

Section 2: This ordinance shall become effective upon passage and publication.

ADOPTED this 17<sup>th</sup> day of January, 2017.

CITY COUNCIL OF THE CITY OF  
KUNA  
Ada County, Idaho

\_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



City of Kuna  
Planning & Zoning Department

City of Kuna  
PO Box 13  
Kuna, ID 83634  
Phone: (208) 922-274  
Fax: (208) 922-5989  
www.kunacity.id.gov

November 3, 2016

Notice is hereby given by the City of Kuna that the following action is under consideration for:

<b>FILE NUMBER</b>	<b>16-04-ZOA</b> (Zoning Ordinance Amendment)
<b>PROJECT DESCRIPTION</b>	This is a request to amend an ordinance of the city of Kuna, Idaho. <b>AMENDING TITLE 6, CHAPTER 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 COLLECTOR AND ARTERIAL STREETS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.</b>
<b>APPLICANT/ REPRESENTATIVE</b>	City of Kuna PO Box 13 Kuna, ID 83634
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>December 13, 2016</b> 6:00 pm
<b>STAFF CONTACT</b>	Wendy I. Howell, Planning & Zoning Director <a href="mailto:whowell@cityofkuna.com">whowell@cityofkuna.com</a> Phone: 208- 922-5274 Fax: 208-922-5989
We have enclosed information to assist you with your consideration and response. <b>No response within 15 business days will indicate you have no objection or concerns with this proposed amendment.</b> We would appreciate any information you can supply us as to how this action would affect the services your agency provides. The public hearing is at 6:00 pm or as soon as it may be heard located at Kuna City Hall, 751 W. 04 <sup>th</sup> Street, Kuna, Idaho 83634.	

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028  
Boise, ID 83707-2028

(208) 334-8300  
[itd.idaho.gov](http://itd.idaho.gov)

---

November 23, 2016

Wendy Howell  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL****RE: 16-04-ZOA ZONING ORDINANCE AMENDMENT**

The Idaho Transportation Department has reviewed the referenced zoning ordinance amendment application. ITD has the following comments:

1. ITD has no objection to the zoning ordinance changes.

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](mailto:Ken.Couch@itd.idaho.gov)

---



# CENTRAL DISTRICT HEALTH DEPARTMENT

## Environmental Health Division

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # 16-04-20A

Conditional Use # \_\_\_\_\_

Preliminary / Final / Short Plat \_\_\_\_\_

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:
  - high seasonal ground water
  - bedrock from original grade
  - waste flow characteristics
  - other \_\_\_\_\_
- 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:
  - central sewage
  - interim sewage
  - individual sewage
  - community sewage system
  - central water
  - individual water
  - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
  - central sewage
  - sewage dry lines
  - community sewage system
  - central water
  - community water
- 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:
  - food establishment
  - beverage establishment
  - swimming pools or spas
  - grocery store
  - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. \_\_\_\_\_ Reviewed By: \_\_\_\_\_  
\_\_\_\_\_ Date: 11/08/16

[Signature]  
Date: 11/08/16

at the Northeast cor-  
ot 10, Block 3 of Odi-  
osecreek Subdivision,  
e is recorded in Book  
Plats at Page 7652,  
s of Ada County, Ida-  
nce North 89 degrees  
West, 42.67 feet to the  
asterly corner of said  
thence North 44 de-  
8' 52" East, 19.58 feet  
nt on the North bound-  
the Southeast quarter  
Northeast quarter;  
along said North  
ry South 89 degrees  
East, 29.06 feet;  
South 00 degrees 47'  
st, 14.00 feet to the  
f beginning. The sale  
ct to conditions, rules  
cedures as described  
ale and which can be  
id at www.northwest-  
com or USA-Foreclo-  
m. The sale is made  
representation, war-  
covenant of any kind.  
Rick (TS#  
17257) 1002.289466-

sell at public au 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 9 in Block 2 of Ap-  
legate Subdivision No. 2,  
according to the Official Plat  
thereof, filed in Book 63 of  
Plats at Page 6329 and 6330,  
Official 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.  
CHACE, RAYMOND (TS#  
7345.28350) 1002.281700-  
File No.

November 30, 2016  
December 7, 14, 21, 2016  
1547380

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 6 in Block 2 of  
Tapestry Subdivision, accord-  
ing to the official plat thereof,  
filed in Book 99 of Plats at  
Page(s) 12606 through  
12608, 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.  
Pace, Tyler and Ray (TS#  
8852.20365) 1002.289856-  
File No.

December 21, 28, 2016  
January 4, 11, 2017  
155

**LEGAL NOTICE**

**NOTICE OF TRUSTEE'S SALE**

ember 21, 28, 2016  
ary 4, 11, 2017  
1556431

**LEGAL NOTICE**  
**NOTICE OF TRUSTEE'S SALE**

Notice of Trustee's Sale  
Idaho Code 45-1506 Today's  
date: December 14, 2016 File  
No. 8852.28350 Sale date  
and time (local time): March  
7 at 9:00 AM Sale lo-  
Court yard by Marriott  
Downtown, 222 S.  
ay Avenue, Boise, ID  
Auction.com Room  
y address: 631 West  
n Meridian, ID 83642  
sor Trustee: North-  
trustee Services, Inc.,  
ho Corporation P.O.  
7 Bellevue, WA 98009  
86-1900 Deed of Trust  
tion Original grantor:  
nd Chace, a married  
his sole and separate  
y Original trustee: First  
an Title Original bene-  
North American Mort-  
Company Recording  
6/04/1997 Recorder's  
ient number:  
120 County: Ada Sum  
on the obligation: as of  
ber 14, 2016:  
58.47 Because of in-  
late charges, and oth-  
urges that may vary  
ay to day, the amount  
the day you pay may  
ater. Hence, if you pay  
ount shown above, an  
ment may be neces-  
fter we receive your  
For further information  
r call the Successor  
e at the address or  
ne number provided  
Basis of default: fail-  
make payments when  
lease take notice that  
ccessor Trustee will

Notice of Trustee's Sale  
Idaho Code 45-1506 Today's  
date: December 8, 2016 File  
No. 8852.20365 Sale date  
and time (local time): April 13,  
2017 at 11:00 AM Sale loca-  
tion: Front steps of the Ada  
County Courthouse, 200 W  
Front St., Boise, ID 83702  
Property address: 1705 West  
Bayeux Drive Meridian, ID  
83642 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: Tyler Pace a single  
man and Ray Pace, a mar-  
ried man as his sole and sep-  
arate property Original  
trustee: Kelly Mann Original  
beneficiary. Mortgage Elec-  
tronic Registration Systems,  
Inc. solely as nominee for  
First Mortgage Corporation, a  
California Corporation, its  
successors and assigns  
Recording date: 06/13/2014  
Recorder's instrument num-  
ber: 114046371 County: Ada  
Sum owing on the obligation:  
as of December 8, 2016:  
\$134,542.12 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

**LEGAL NOTICE**

**16-04-ZOA - Zoning Ordinance Amendment**

NOTICE IS HEREBY GIV-  
EN that the Kuna City Council  
will hold a public hearing  
**Tuesday, January 17, 2017**  
**at 6:00 p.m.** or as soon as  
possible thereafter at Kuna  
City Hall, 751 W. 4th Street,  
Kuna, ID. The public hearing  
is to gain Council input on a  
proposed zoning amendment.  
Specifically, AMENDING TIT-  
LE 6, CHAPTER 3, SEC-  
TION 4, PART A OF THE  
KUNA CITY CODE, ENTIT-  
LED "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 COLLECTOR AND AR-  
TERIAL STREETS; PROVID-  
ING FOR A SEVERABILITY  
CLAUSE; AND PROVIDING  
AN EFFECTIVE 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 Mayor. A  
three (3) minute time limit  
may be placed on all testimo-  
ny.

If you have any questions  
or require special accommoda-  
tion(s), please contact the  
Kuna Planning & Zoning De-  
partment prior to the public  
meeting by calling 922-5274.

Kuna Planning &  
Zoning Department

December 21, 2016  
1559894

Legal Notice 12-20-16

16-04-ZOA

**LEGAL NOTICE**

**16-04-ZOA - Zoning Ordinance Amendment**

NOTICE IS HEREBY GIVEN that the Kuna City Council will hold a public hearing **Tuesday, January 17, 2017 at 6:00 p.m.** or as soon as possible thereafter at Kuna City Hall, 751 W. 4th Street, Kuna, ID. The public hearing is to gain Council input on a proposed zoning amendment. Specifically, AMENDING TITLE 6, CHAPTER 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 COLLECTOR AND ARTERIAL STREETS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to attend and express their views on the proposed amendment.

Those persons desiring to provide public comment must state his/her name and residential address. Persons wishing to speak must first be recognized by the Mayor. A three (3) minute time limit may be placed on all testimony.

If you have any questions or require special accommodation(s), please contact the Kuna Planning & Zoning Department prior to the public meeting by calling 922-5274.

Kuna Planning & Zoning Department

December 21, 2016

1559834

**ORDINANCE NO. 2017-01  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 6, CHAPTER 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 COLLECTOR AND ARTERIAL STREETS; PROVIDING FOR A SEVERABILITY CLAUSE; 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 it is necessary to provide standards for access to collector and arterials street within the city of Kuna; and

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 2, Part B, titled “Permit Fees” shall be amended as follows:

6-3-4: - SPECIFICATIONS:

A. *Street right-of-way widths:* Street and road right-of-way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right-of-way standards are as follows:

Highway and Street Types	ROW
Expressway, Highway or Entryway Corridor	160 feet to 260 feet
Mobility Arterial	122 feet to 128 feet
Residential Arterial	97 feet
Section Line Road	97 feet to 128 feet
Town Center Collector	88 feet

Residential Neighborhood Arterial	80 feet
Industrial Collector	74 feet
Mid-Mile Section Road	74 feet to 88 feet
Residential Collector	69 feet
Industrial/Commercial Collector	66 feet
Quarter Section Road	57 feet to 69 feet
Town Center Local	61 feet
Commercial Local	53 feet
Residential Local	50 feet
Minor Local Street **	42 feet to 50 feet

\* These road classification standards are considered minimum design standards and may be increased for a given roadway at Ada County Highway District's or Idaho Transportation Department's request.

\*\* Except that a reduction of minor street width (below forty-two (42) feet) may be allowed by the planning and zoning commission if the street is designed so as not to encourage through movement. Kuna's minimum road width in all zoning districts is thirty-six (36) feet measured from back of curb to back of curb. The city council may consider exceptions to this standard on a case-by-case basis.

- B. *Street grades:* Street grades shall not exceed ten (10) percent on either minor or collector streets, and six (6) percent for arterial streets. Minimum grade of all streets shall be four-hundredths of one (1) percent (0.04).
- C. *Street alignment:* Shall be as follows:
1. *Horizontal alignment:* When street lines deflect from each other by more than ten (10) degrees in alignment, the centerlines shall be connected by a curve having a minimum radius of five hundred (500) feet for arterial streets, and three hundred (300) feet for collector streets. Between reverse curves on collector and arterial streets there shall be a minimum tangent distance of two hundred (200) feet.

- 2. *Vertical alignment:* Minimum stopping sight distances shall be two hundred (200) feet for minor streets and designed in accordance with design speed for collector and arterial streets.
- D. *Minimum road width:* The minimum road width within the Kuna city limits shall be thirty-six (36) feet back of curb to back of curb in all zoning districts. Exceptions may be considered by the council on a case-by-case basis.
- E. *Access to Collector and Arterial Streets:* The following standards are intended to improve the safety of the public by limiting access points on collector and arterial streets and to ensure that motorist can safely enter or exit all streets:
  - 1. These standards shall apply to all properties that have a direct access point to any street, as defined in KCC 5-1-6-2, except an alley, and whether improved or unimproved:
    - a. If a property is part of an approved subdivision with an interior street or streets, the property’s access shall be limited to the interior street that provides access to the property from the Lot Line, Front, as approved by City Council.
    - b. If several properties within a subdivision access a collector or arterial street, then the collector or arterial street shall grant unrestricted cross access for all lots within the subdivision or development.
  - 2. The relevant access standard shall be noted on the subdivision plat; for example, “There shall be no direct lot access to Hubbard Road”.

Section 2: This ordinance shall become effective upon passage and publication.

ADOPTED this 17<sup>th</sup> day of January, 2017.

CITY COUNCIL OF THE CITY OF  
KUNA  
Ada County, Idaho

\_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

Telephone (208) 922-5546

Email: [CEngels@kunaID.gov](mailto:CEngels@kunaID.gov)

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## MEMORANDUM

TO: Mayor Stear and Council

FROM: Bob Bachman, Facilities Director and Chris Engels, City Clerk

RE: Downtown Revitalization Project

DATE: January 12, 2017

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During the early design of our project, the geotechnical engineer encountered shallow rock within Main Street where underground seepage beds were to be located. The drainage design was then modified to relocate the underground facilities to the 4<sup>th</sup> Street Gym property.

Currently, the project as it stands is funded but with the bidding climate as it is and the input from the Downtown Design committee, there are three options for additional components and a contingency adjustment for Council to consider.

The request to council is consideration of an additional \$140,200. The additional funds would cover the costs to relocate the project drainage, adjust the roadway asphalt depth to meet ACHD's requirements, relocate power underground, add two bulb outs on the west side of Avenue D and Main Street, and construction of an asphalt path at the southeast corner of Main St. and Avenue E.

The options for discussion and consideration to add to the project are:

- **Option 1** - Idaho Power Relocation on the west side of Avenue D for \$70,000. This would eliminate the pole and put the power underground. This would increase pedestrian access and add to the safety of the intersection by allowing for bulb outs. We will continue to work closely with the adjacent business to preserve access to the gas pumps.
- **Option 2** - Bulb outs west side of Avenue D on both corners for \$50,200. This will increase pedestrian access and improve safety of the intersection by slowing traffic and accommodating a wider landing for pedestrians. It would also result in a cohesive and continuous improvement for the overall Main Street project.

- **Option 3** - Asphalt Path with extruded curb at southeast corner of Main St. and Ave. E for \$9,600. This will provide path continuity from Bridge Street to Ave E for safe pedestrian access.
- **Option 4** - Adjusting the contingency from 20% to 30%. In the estimates listed in this memo and in your packet, there is an option to increase the contingency to 30% for an additional \$75,000. This additional contingency could assist with any overages from contractor availability and materials cost. With Options 1-3, and the City Council chooses to also include Option 4 with a higher contingency, the total additional cost would be \$215,200.

There are currently two requests pending with our TMA/TAP grant through COMPASS to increase funding, and with Idaho Power to contribute the costs of relocating the power underground.

If council approves any of the above options, and grant funds come through for this phase of the project, the amount of the city contribution will be preserved as is fiscally feasible and returned to the contingency funds.

This has been a great project with good feedback as well as a large partnership base for the construction. The funds committed from other agencies for Downtown Kuna are:

\$500,000 Idaho Department of Commerce

\$498,000 TMA/TAP – COMPASS (\$198,000 phase 1; \$300,000 phase 2)

\$200,000 ACHD

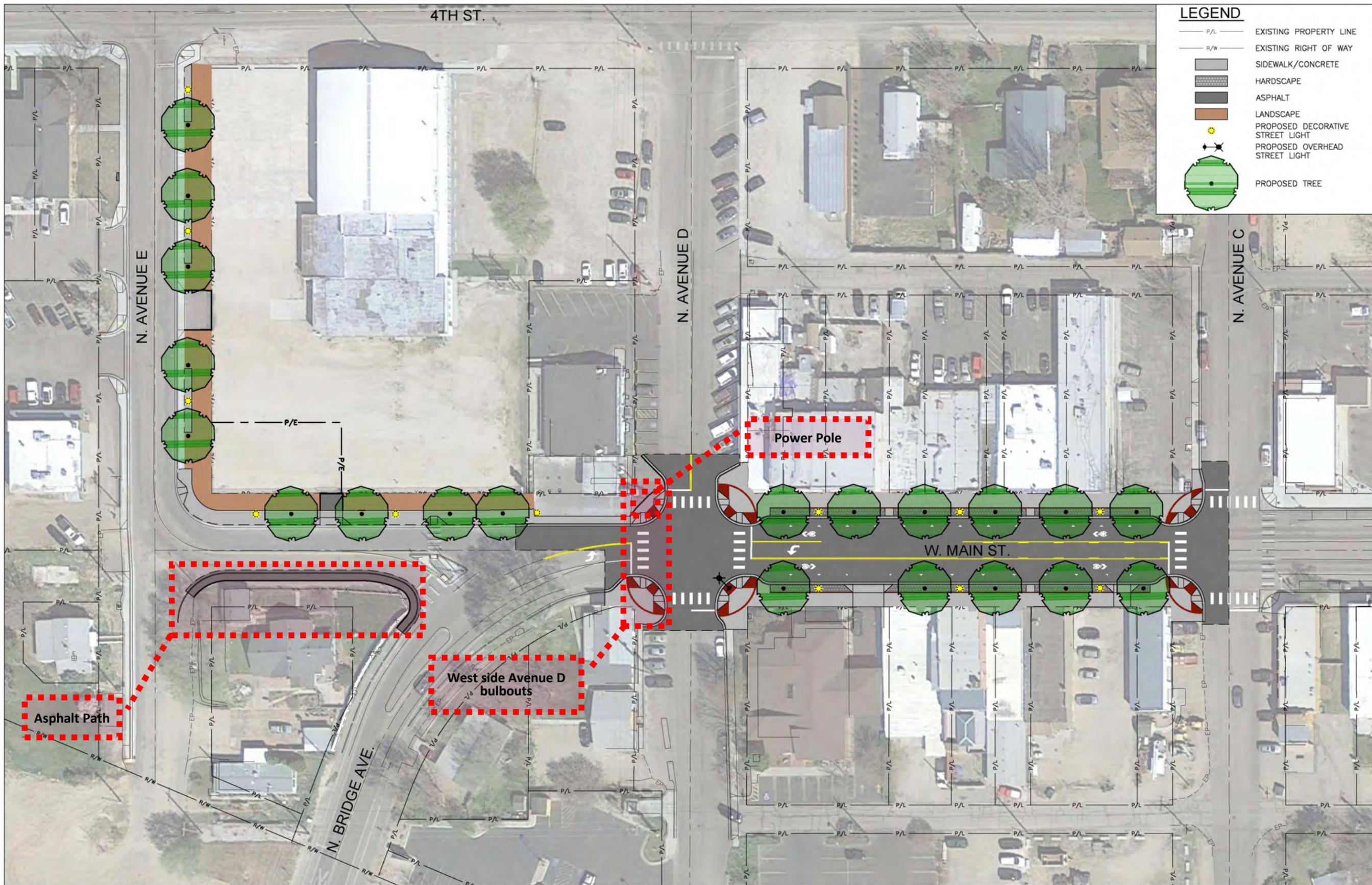
\$140,000 City

See attached rendering with the above areas noted, photos of the areas in question and budget sheets for the possible additions at 20% and 30% contingency.

Thank you,

Bob Bachman  
Facilities Director

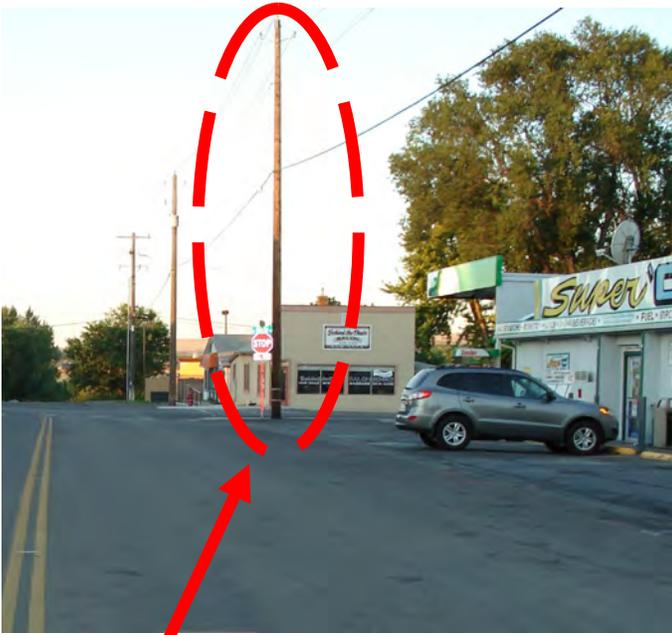
Chris Engels  
City Clerk



**LEGEND**

- P/L — EXISTING PROPERTY LINE
- R/W — EXISTING RIGHT OF WAY
- [Light Gray Box] SIDEWALK/CONCRETE
- [Dark Gray Box] ASPHALT
- [Brown Box] LANDSCAPE
- [Yellow Starburst] PROPOSED DECORATIVE STREET LIGHT
- [Black Starburst] PROPOSED OVERHEAD STREET LIGHT
- [Green Circle with Dot] PROPOSED TREE

**Kuna Downtown Revitalization Project**  
**Potential Project Additions**  
**Photo Exhibit**



Northwest corner of Main Street and Avenue D where power pole would be placed underground



Looking at the northwest corner of the intersection of Avenue D and Main Street where new bulb-out would be located



View of the southwest corner of the intersection of Avenue D and Main Street where new bulb-out would be located



View of the south side of Main Street where future asphalt path would be located

PROJECT: KUNA DOWNTOWN REVITILIZATION PHASE 1					DATE: 1/11/2017	
CLIENT - PROJECT NO.: CITY OF KUNA - #01-010					J-U-B ENGINEERS INC.	
TITLE: PRELIMINARY DESIGN ESTIMATE INC 20% CONTINGENCY						
BID	I.S.P.W.C.				ENGINEERS ESTIMATE	
ITEM #	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>Division 200--Earthwork</b>						
1	201.4.1.C.1	Removal of Obstructions (Benches, Pots, Etc.) (City In-Kind)	1	LS	\$10,000.00	\$10,000.00
2	201.4.1.D.1	Removal of Bituminous Surface	3037	SY	\$3.50	\$10,629.50
3	201.4.1.D.2	Removal of Existing Concrete	1124	SY	\$10.25	\$11,521.00
4	201.4.1.E.1	Removal of 12" Storm Drain Pipe	312	LF	\$15.00	\$4,680.00
5	201.4.1.E.2	Removal of Abandoned Water Line and Appurtenances	20	LF	\$20.00	\$400.00
6	201.4.1.F.1	Tree Removal (City In-Kind)	4	EA	\$400.00	\$1,600.00
7	201.4.1.F.2	Removal of Existing Catch Basin	1	EA	\$250.00	\$250.00
8	201.4.1.F.3	Removal of Existing Manhole	2	EA	\$550.00	\$1,100.00
9	202.4.1.A.1	Excavation	2,896	CY	\$12.00	\$34,752.00
10	202.4.5.A.1	Unsuitable Material Excavation	200	CY	\$20.00	\$4,000.00
11	202.4.8.A.1	Dust Abatement Water (Per 1,000 Gallons)	100	MG	\$4.00	\$400.00
<b>Division 400--Water</b>						
<b>Division 600--Culverts/Storm Drains</b>						
12	601.4.1.A.5	Storm Drain Pipe-12", SDR 35 PVC	362	LF	\$35.00	\$12,670.00
13	601.4.1.A.5	Storm Drain Pipe-15", SDR 35 PVC	144	LF	\$40.00	\$5,760.00
14	601.4.1.A.5	Storm Drain Pipe-15", C-900 DR25 PVC	150	LF	\$50.00	\$7,500.00
15	601.4.1.A.6	Storm Drain Pipe-18", SDR 35 PVC	40	LF	\$45.00	\$1,800.00
16	601.4.1.A.6	Storm Drain Pipe-18", Perforated SDR 35 PVC	124	LF	\$55.00	\$6,820.00
17	602.4.1.A.1	Storm Drain Manhole - Type A	6	EA	\$2,500.00	\$15,000.00
17.1	602.4.1.A.1	Storm Drain Manhole - Type A	2	EA	\$2,500.00	\$5,000.00
18	602.4.1.F.1	Catch Basin - Type 1	4	EA	\$1,000.00	\$4,000.00
19	602.4.1.H.1	Precast Sediment Box - 1000 Gallon	1	EA	\$3,800.00	\$3,800.00
20	602.4.1.Q.1	Ground Water Observation Well	2	EA	\$800.00	\$1,600.00
<b>Division 700--Concrete</b>						
21	706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter	844	LF	\$18.00	\$15,192.00
22	706.4.1.E.1	Concrete Sidewalk (5" Thick)	1161	SY	\$36.00	\$41,796.00
23	706.4.1.E.2	Stamped Concrete Sidewalk (5" Thick)	263	SY	\$45.00	\$11,835.00
24	706.4.1.E.2	Colored/Stamped Concrete Sidewalk (5" Thick) (Crimson)	101	SY	\$65.00	\$6,565.00
25	706.4.1.F.1	Concrete Driveway Approaches (6" Thick)	89	SY	\$50.00	\$4,450.00
26	706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes, Type	10	EA	\$1,750.00	\$17,500.00
<b>Division 800--Aggregates and Asphalt</b>						
27	801.4.1.A.1	2-inch Washed Drain Rock	467	CY	\$40.00	\$18,680.00
28	801.4.1.A.2	Filter Sand	117	CY	\$30.00	\$3,510.00
29	801.4.1.B.1	6" Minus Uncrushed Aggregate Base	2261	TON	\$18.00	\$40,698.00
30	802.4.1.B.1	Crushed Aggregate for Base Type 1	507	TON	\$30.00	\$15,210.00
31	806.4.1.B.1	Diluted Emulsified Asphalt for Tack Coat	126	GAL	\$2.50	\$315.00
32	814.4.1.A.1	1/2" Superpave HMA SP-3	632	TON	\$75.00	\$47,400.00
<b>Division 1000--Construction Stormwater BMPs</b>						
<b>Division 1100--Traffic</b>						
33	1103.4.1.B.1	Traffic Control Signs, Class B	210	SF	\$10.00	\$2,100.00
34	1103.4.1.C.1	Traffic Control Barricades, Type III	14	EA	\$150.00	\$2,100.00
35	1103.4.1.D.1	Traffic Control Drums	20	EA	\$30.00	\$600.00
36	1103.4.1.H.1	Portable Tubular Markers	50	EA	\$20.00	\$1,000.00
37	1103.4.1.I.1	Traffic Control Flaggers	240	MH	\$18.00	\$4,320.00
38	1103.4.1.J.1	Traffic Control Maintenance	120	MH	\$25.00	\$3,000.00
39	1103.4.1.L.1	Traffic Control Phase Relocation/Setup	1	LS	\$5,000.00	\$5,000.00
40	1104.4.1.A.1	Painted Pavement Markings	334	SF	\$0.75	\$250.50
41	1104.4.1.B.1	Thermoplastic Pavement Markings	827	SF	\$10.00	\$8,270.00
42	1105.4.1.A.1	Permanent Signing	80	SF	\$70.00	\$5,600.00
43	1105.4.1.C.2	Steel Sign Post	15	EA	\$100.00	\$1,500.00
44	1105.4.1.E.1	Reset Sign and Post	3	EA	\$120.00	\$360.00
<b>Division 2000--Miscellaneous</b>						
45	2010.4.1.A.1	Mobilization (5%)	1	LS	\$33,353.00	\$33,353.00
46	2020.4.1.F.1	Reference and Reset Monument	6	EA	\$275.00	\$1,650.00
47	2030.4.1.A.1	Manhole, Type B, Adjust to Grade	2	EA	\$800.00	\$1,600.00
48	2030.4.1.C.1	Valve Box, Adjust to Grade	1	EA	\$350.00	\$350.00
<b>Division 3000--Special Provisions</b>						
49	SP-3001	Storm Water Pollution Prevention Plan Management	1	LS	\$7,500.00	\$7,500.00
50	SP-3002	Contractor Furnished Construction Survey and Staking	1	LS	\$20,000.00	\$20,000.00
51	SP-3003	Decorative Street Lights, Banners (ex. wiring & conduits)	14	EA	\$4,000.00	\$56,000.00
52	SP-3004	Tree Grates	12	EA	\$3,000.00	\$36,000.00

53	SP-3005	Drip Irrigation (City In-Kind)	6,125	SF	\$2.50	\$15,312.50
54	SP-3006	Control Valves	5	EA	\$250.00	\$1,250.00
55	SP-3007	Irrigation Controller (City In-Kind) (2-wire; decoders, wire, flow sensing, and grounding, Irrigation Supplies)	1	EA	\$8,150.00	\$8,150.00
56	SP-3008	Hanging Planter Irrigation Box Assembly	0	EA	\$150.00	\$0.00
57	SP-3009	Tree Well Irrigation System (City In-Kind)	12	EA	\$1,296.00	\$15,552.00
58	SP-3010	Hanging Planter Irrigation System	0	EA	\$95.00	\$0.00
59	SP-3011	Plantings - 5 Gal.	360	EA	\$60.00	\$21,600.00
60	SP-3012	Plantings - 1 Gal.	280	EA	\$30.00	\$8,400.00
61	SP-3013	Tree 2" Caliper	20	EA	\$400.00	\$8,000.00
62	SP-3014	Rock Mulch (1/4" Crushed Rock)	7,152	SF	\$1.00	\$7,152.00
63	SP-3015	Illumination (14 Decorative Lights + 1 Intersection Street Light)	1	LS	\$54,000.00	\$54,000.00
64	-	Irrigation Pipe, Fittings & Supplies	1	LS	\$4,000.00	\$4,000.00
SubTotal:						\$700,500.00
Contingency 20%:						\$140,100.00
Construction Total:						\$840,600.00
City In-Kind Total:						\$50,700.00
<b>Base Bid Total:</b>						<b>\$789,900.00</b>
Engineering Fees:						\$122,018.00
Grant Admin \$50K + CE&I \$64,500 Total:						\$114,500.00
<b>Phase 1 Total Cost:</b>						<b>\$1,026,400.00</b>
<b>ADDITIVE BID ALTERNATE #1 - Idaho Power Relocation West Side of Avenue D</b>						
<b>Division 2000--Miscellaneous</b>						
1.1	-	Idaho Power (Underground Utility Relocation)	1	LS	\$70,000.00	\$70,000.00
SubTotal:						\$70,000.00
<b>Alternative #1 Total:</b>						<b>\$70,000.00</b>
<b>ADDITIVE BID ALTERNATE #2 - Bulb outs West Side of Avenue D</b>						
<b>Division 200--Earthwork</b>						
2.1	201.4.1.D.1	Removal of Bituminous Surface	357	SY	\$3.50	\$1,249.50
2.2	201.4.1.D.2	Removal of Existing Concrete	150	SY	\$10.25	\$1,537.50
2.3	202.4.1.A.1	Excavation	214	CY	\$15.00	\$3,210.00
2.4	202.4.8.A.1	Dust Abatement Water (Per 1,000 Gallons)	20	MG	\$4.00	\$80.00
<b>Division 600--Culverts/Storm Drains</b>						
2.5	601.4.1.A.5	Storm Drain Pipe-12", SDR 35 PVC	33	LF	\$35.00	\$1,137.50
2.6	602.4.1.F.1	Catch Basin - Type 1	1	EA	\$1,000.00	\$1,000.00
<b>Division 700--Concrete</b>						
2.7	706.4.1.A.1	Standard 3-inch Rolled Curb & Gutter	99	LF	\$23.00	\$2,277.00
2.8	706.4.1.A.3	6-inch Vertical Curb (No Gutter)	34	LF	\$20.00	\$680.00
2.9	706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter	230	LF	\$18.00	\$4,140.00
2.10	706.4.1.E.1	Concrete Sidewalk (5" Thick)	122	SY	\$36.00	\$4,392.00
2.11	706.4.1.E.2	Colored/Stamped Concrete Sidewalk (5" Thick) (Crimson)	24	SY	\$65.00	\$1,560.00
2.12	706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes, Type	4	EA	\$1,750.00	\$7,000.00
<b>Division 800--Aggregates and Asphalt</b>						
2.13	801.4.1.B.1	6" Minus Uncrushed Aggregate Base	271	TON	\$18.00	\$4,878.00
2.14	802.4.1.B.1	Crushed Aggregate for Base Type 1	61	TON	\$30.00	\$1,830.00
2.15	806.4.1.B.1	Diluted Emulsified Asphalt for Tack Coat	15	GAL	\$2.50	\$37.50
2.16	814.4.1.A.1	1/2" Superpave HMA SP-3	76	TON	\$75.00	\$5,700.00
<b>Division 1100--Traffic</b>						
2.17	1105.4.1.A.1	Permanent Signing	9	SF	\$70.00	\$630.00
2.18	1105.4.1.C.2	Steel Sign Post	1	EA	\$100.00	\$100.00
<b>Division 2000--Miscellaneous</b>						
2.19	2030.4.1.C.1	Valve Box, Adjust to Grade	1	EA	\$350.00	\$350.00
SubTotal:						\$41,800.00
Contingency 20%:						\$8,360.00
<b>Alternative #2 Total:</b>						<b>\$50,200.00</b>
<b>ADDITIVE BID ALTERNATE #3 - AC Path at Main St. and Ave. E</b>						
<b>Division 200--Earthwork</b>						
3.1	201.4.1.D.1	Removal of Bituminous Surface	136	SY	\$3.50	\$476.00
3.2	202.4.1.A.1	Excavation	20	CY	\$15.00	\$300.00
3.3	202.4.8.A.1	Dust Abatement Water (Per 1,000 Gallons)	5	MG	\$4.00	\$20.00
<b>Division 700--Concrete</b>						
3.4	706.4.1.A.3	6-inch Vertical Curb (No Gutter)	131	LF	\$20.00	\$2,625.00
<b>Division 800--Aggregates and Asphalt</b>						
3.5	802.4.1.B.1	Crushed Aggregate for Base Type 1	35	TON	\$30.00	\$1,047.13
3.6	814.4.1.A.1	1/2" Superpave HMA SP-5	46	TON	\$75.00	\$3,435.89
SubTotal:						\$8,000.00
Contingency 20%:						\$1,600.00

Alternative #3 Total:	\$9,600.00
Total Project Cost:	\$1,156,200.00
Total Available Funding:	\$1,028,000.00
Additional Engineering (Design, Environmental)	\$12,000.00
Additional Funding Requested:	(\$140,200.00)
Additional Funding Requested to Increase Contingency from 20% to 30%:	(\$215,200.00)

PROJECT: KUNA DOWNTOWN REVITALIZATION PHASE 1					DATE: 1/11/2017	
CLIENT - PROJECT NO.: CITY OF KUNA - #01-010					J-U-B ENGINEERS INC.	
TITLE: PRELIMINARY DESIGN ESTIMATE INC 30% CONTINGENCY						
BID	I.S.P.W.C.				ENGINEERS ESTIMATE	
ITEM #	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>Division 200--Earthwork</b>						
1	201.4.1.C.1	Removal of Obstructions (Benches, Pots, Etc.) (City In-Kind)	1	LS	\$10,000.00	\$10,000.00
2	201.4.1.D.1	Removal of Bituminous Surface	3037	SY	\$3.50	\$10,629.50
3	201.4.1.D.2	Removal of Existing Concrete	1124	SY	\$10.25	\$11,521.00
4	201.4.1.E.1	Removal of 12" Storm Drain Pipe	312	LF	\$15.00	\$4,680.00
5	201.4.1.E.2	Removal of Abandoned Water Line and Appurtenances	20	LF	\$20.00	\$400.00
6	201.4.1.F.1	Tree Removal (City In-Kind)	4	EA	\$400.00	\$1,600.00
7	201.4.1.F.2	Removal of Existing Catch Basin	1	EA	\$250.00	\$250.00
8	201.4.1.F.3	Removal of Existing Manhole	2	EA	\$550.00	\$1,100.00
9	202.4.1.A.1	Excavation	2,896	CY	\$12.00	\$34,752.00
10	202.4.5.A.1	Unsuitable Material Excavation	200	CY	\$20.00	\$4,000.00
11	202.4.8.A.1	Dust Abatement Water (Per 1,000 Gallons)	100	MG	\$4.00	\$400.00
<b>Division 400--Water</b>						
<b>Division 600--Culverts/Storm Drains</b>						
12	601.4.1.A.5	Storm Drain Pipe-12", SDR 35 PVC	362	LF	\$35.00	\$12,670.00
13	601.4.1.A.5	Storm Drain Pipe-15", SDR 35 PVC	144	LF	\$40.00	\$5,760.00
14	601.4.1.A.5	Storm Drain Pipe-15", C-900 DR25 PVC	150	LF	\$50.00	\$7,500.00
15	601.4.1.A.6	Storm Drain Pipe-18", SDR 35 PVC	40	LF	\$45.00	\$1,800.00
16	601.4.1.A.6	Storm Drain Pipe-18", Perforated SDR 35 PVC	124	LF	\$55.00	\$6,820.00
17	602.4.1.A.1	Storm Drain Manhole - Type A	6	EA	\$2,500.00	\$15,000.00
17.1	602.4.1.A.1	Storm Drain Manhole - Type A	2	EA	\$2,500.00	\$5,000.00
18	602.4.1.F.1	Catch Basin - Type 1	4	EA	\$1,000.00	\$4,000.00
19	602.4.1.H.1	Precast Sediment Box - 1000 Gallon	1	EA	\$3,800.00	\$3,800.00
20	602.4.1.Q.1	Ground Water Observation Well	2	EA	\$800.00	\$1,600.00
<b>Division 700--Concrete</b>						
21	706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter	844	LF	\$18.00	\$15,192.00
22	706.4.1.E.1	Concrete Sidewalk (5" Thick)	1161	SY	\$36.00	\$41,796.00
23	706.4.1.E.2	Stamped Concrete Sidewalk (5" Thick)	263	SY	\$45.00	\$11,835.00
24	706.4.1.E.2	Colored/Stamped Concrete Sidewalk (5" Thick) (Crimson)	101	SY	\$65.00	\$6,565.00
25	706.4.1.F.1	Concrete Driveway Approaches (6" Thick)	89	SY	\$50.00	\$4,450.00
26	706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes, Type	10	EA	\$1,750.00	\$17,500.00
<b>Division 800--Aggregates and Asphalt</b>						
27	801.4.1.A.1	2-inch Washed Drain Rock	467	CY	\$40.00	\$18,680.00
28	801.4.1.A.2	Filter Sand	117	CY	\$30.00	\$3,510.00
29	801.4.1.B.1	6" Minus Uncrushed Aggregate Base	2261	TON	\$18.00	\$40,698.00
30	802.4.1.B.1	Crushed Aggregate for Base Type 1	507	TON	\$30.00	\$15,210.00
31	806.4.1.B.1	Diluted Emulsified Asphalt for Tack Coat	126	GAL	\$2.50	\$315.00
32	814.4.1.A.1	1/2" Superpave HMA SP-3	632	TON	\$75.00	\$47,400.00
<b>Division 1000--Construction Stormwater BMPs</b>						
<b>Division 1100--Traffic</b>						
33	1103.4.1.B.1	Traffic Control Signs, Class B	210	SF	\$10.00	\$2,100.00
34	1103.4.1.C.1	Traffic Control Barricades, Type III	14	EA	\$150.00	\$2,100.00
35	1103.4.1.D.1	Traffic Control Drums	20	EA	\$30.00	\$600.00
36	1103.4.1.H.1	Portable Tubular Markers	50	EA	\$20.00	\$1,000.00
37	1103.4.1.I.1	Traffic Control Flaggers	240	MH	\$18.00	\$4,320.00
38	1103.4.1.J.1	Traffic Control Maintenance	120	MH	\$25.00	\$3,000.00
39	1103.4.1.L.1	Traffic Control Phase Relocation/Setup	1	LS	\$5,000.00	\$5,000.00
40	1104.4.1.A.1	Painted Pavement Markings	334	SF	\$0.75	\$250.50
41	1104.4.1.B.1	Thermoplastic Pavement Markings	827	SF	\$10.00	\$8,270.00
42	1105.4.1.A.1	Permanent Signing	80	SF	\$70.00	\$5,600.00
43	1105.4.1.C.2	Steel Sign Post	15	EA	\$100.00	\$1,500.00
44	1105.4.1.E.1	Reset Sign and Post	3	EA	\$120.00	\$360.00
<b>Division 2000--Miscellaneous</b>						
45	2010.4.1.A.1	Mobilization (5%)	1	LS	\$33,353.00	\$33,353.00
46	2020.4.1.F.1	Reference and Reset Monument	6	EA	\$275.00	\$1,650.00
47	2030.4.1.A.1	Manhole, Type B, Adjust to Grade	2	EA	\$800.00	\$1,600.00
48	2030.4.1.C.1	Valve Box, Adjust to Grade	1	EA	\$350.00	\$350.00
<b>Division 3000--Special Provisions</b>						
49	SP-3001	Storm Water Pollution Prevention Plan Management	1	LS	\$7,500.00	\$7,500.00
50	SP-3002	Contractor Furnished Construction Survey and Staking	1	LS	\$20,000.00	\$20,000.00
51	SP-3003	Decorative Street Lights, Banners (ex. wiring & conduits)	14	EA	\$4,000.00	\$56,000.00

52	SP-3004	Tree Grates		12	EA	\$3,000.00	\$36,000.00
53	SP-3005	Drip Irrigation (City In-Kind)		6,125	SF	\$2.50	\$15,312.50
54	SP-3006	Control Valves		5	EA	\$250.00	\$1,250.00
55	SP-3007	Irrigation Controller (City In-Kind) (2-wire; decoders, wire, flow sensing, and grounding, Irrigation Supplies)		1	EA	\$8,150.00	\$8,150.00
56	SP-3008	Hanging Planter Irrigation Box Assembly		0	EA	\$150.00	\$0.00
57	SP-3009	Tree Well Irrigation System (City In-Kind)		12	EA	\$1,296.00	\$15,552.00
58	SP-3010	Hanging Planter Irrigation System		0	EA	\$95.00	\$0.00
59	SP-3011	Plantings - 5 Gal.		360	EA	\$60.00	\$21,600.00
60	SP-3012	Plantings - 1 Gal.		280	EA	\$30.00	\$8,400.00
61	SP-3013	Tree 2" Caliper		20	EA	\$400.00	\$8,000.00
62	SP-3014	Rock Mulch (1/4" Crushed Rock)		7,152	SF	\$1.00	\$7,152.00
63	SP-3015	Illumination (14 Decorative Lights + 1 Intersection Street Light)		1	LS	\$54,000.00	\$54,000.00
64	-	Irrigation Pipe, Fittings & Supplies		1	LS	\$4,000.00	\$4,000.00
SubTotal:							\$700,500.00
Contingency 30%:							\$210,150.00
Construction Total:							\$910,650.00
City In-Kind Total:							\$50,700.00
<b>Base Bid Total:</b>							<b>\$860,000.00</b>
Engineering Fees:							\$122,018.00
Grant Admin \$50K + CE&I \$64,500 Total:							\$114,500.00
<b>Phase 1 Total Cost:</b>							<b>\$1,096,500.00</b>
<b>ADDITIVE BID ALTERNATE #1 - Idaho Power Relocation West Side of Avenue D</b>							
<b>Division 2000--Miscellaneous</b>							
1.1	-	Idaho Power (Underground Utility Relocation)		1	LS	\$70,000.00	\$70,000.00
SubTotal:							\$70,000.00
<b>Alternative #1 Total:</b>							<b>\$70,000.00</b>
<b>ADDITIVE BID ALTERNATE #2 - Bulb outs West Side of Avenue D</b>							
<b>Division 200--Earthwork</b>							
2.1	201.4.1.D.1	Removal of Bituminous Surface		357	SY	\$3.50	\$1,249.50
2.2	201.4.1.D.2	Removal of Existing Concrete		150	SY	\$10.25	\$1,537.50
2.3	202.4.1.A.1	Excavation		214	CY	\$15.00	\$3,210.00
2.4	202.4.8.A.1	Dust Abatement Water (Per 1,000 Gallons)		20	MG	\$4.00	\$80.00
<b>Division 600--Culverts/Storm Drains</b>							
2.5	601.4.1.A.5	Storm Drain Pipe-12", SDR 35 PVC		33	LF	\$35.00	\$1,137.50
2.6	602.4.1.F.1	Catch Basin - Type 1		1	EA	\$1,000.00	\$1,000.00
<b>Division 700--Concrete</b>							
2.7	706.4.1.A.1	Standard 3-inch Rolled Curb & Gutter		99	LF	\$23.00	\$2,277.00
2.8	706.4.1.A.3	6-inch Vertical Curb (No Gutter)		34	LF	\$20.00	\$680.00
2.9	706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter		230	LF	\$18.00	\$4,140.00
2.10	706.4.1.E.1	Concrete Sidewalk (5" Thick)		122	SY	\$36.00	\$4,392.00
2.11	706.4.1.E.2	Colored/Stamped Concrete Sidewalk (5" Thick) (Crimson)		24	SY	\$65.00	\$1,560.00
2.12	706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes, Type		4	EA	\$1,750.00	\$7,000.00
<b>Division 800--Aggregates and Asphalt</b>							
2.13	801.4.1.B.1	6" Minus Uncrushed Aggregate Base		271	TON	\$18.00	\$4,878.00
2.14	802.4.1.B.1	Crushed Aggregate for Base Type 1		61	TON	\$30.00	\$1,830.00
2.15	806.4.1.B.1	Diluted Emulsified Asphalt for Tack Coat		15	GAL	\$2.50	\$37.50
2.16	814.4.1.A.1	1/2" Superpave HMA SP-3		76	TON	\$75.00	\$5,700.00
<b>Division 1100--Traffic</b>							
2.17	1105.4.1.A.1	Permanent Signing		9	SF	\$70.00	\$630.00
2.18	1105.4.1.C.2	Steel Sign Post		1	EA	\$100.00	\$100.00
<b>Division 2000--Miscellaneous</b>							
2.19	2030.4.1.C.1	Valve Box, Adjust to Grade		1	EA	\$350.00	\$350.00
SubTotal:							\$41,800.00
Contingency 30%:							\$12,540.00
<b>Alternative #2 Total:</b>							<b>\$54,300.00</b>
<b>ADDITIVE BID ALTERNATE #3 - AC Path at Main St. and Ave. E</b>							
<b>Division 200--Earthwork</b>							
3.1	201.4.1.D.1	Removal of Bituminous Surface		136	SY	\$3.50	\$476.00
3.2	202.4.1.A.1	Excavation		20	CY	\$15.00	\$300.00
3.3	202.4.8.A.1	Dust Abatement Water (Per 1,000 Gallons)		5	MG	\$4.00	\$20.00
<b>Division 700--Concrete</b>							
3.4	706.4.1.A.3	6-inch Vertical Curb (No Gutter)		131	LF	\$20.00	\$2,625.00
<b>Division 800--Aggregates and Asphalt</b>							
3.5	802.4.1.B.1	Crushed Aggregate for Base Type 1		35	TON	\$30.00	\$1,047.13
3.6	814.4.1.A.1	1/2" Superpave HMA SP-5		46	TON	\$75.00	\$3,435.89
SubTotal:							\$8,000.00

Contingency 30%:	\$2,400.00
<b>Alternative #3 Total:</b>	<b>\$10,400.00</b>
<b>Total Project Cost:</b>	<b>\$1,231,200.00</b>
<b>Additional Engineering (Design, Environmental)</b>	<b>\$12,000.00</b>
<b>Total Available Funding:</b>	<b>\$1,028,000.00</b>
<b>Additional Funding Requested:</b>	<b>(\$215,200.00)</b>

7-6-3: - SERVICE CONNECTION CHARGES:

A.

Service connection charges for residential, commercial, and industrial buildings shall be as set forth per a schedule approved by the City Council which may be modified by the City Council by resolution. Such schedule shall be maintained and available to the public through the City Clerk's office.

B.

Each single-family residence shall be assessed one equivalent connection. Multi-family units shall be assessed one equivalent connection per dwelling unit.

C.

All other connections shall be evaluated on an individual basis. Determination shall be based upon the volume and strength of the wastewater discharged into the sewer system compared to the volume and strength of wastewater from one "user-equivalent" as previously defined. All such connections shall be reevaluated following one full year of discharge and the connection fees and monthly user fees adjusted if appropriate.

D.

Regarding any multi-family units, including condominium and townhouse complexes, service connection fees must be tendered in full for all existing units.

(Ord. 491, 12-16-1997, eff. retroactive to 10-1-1997)