



CITY OF KUNA

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

**Telephone (208) 922-5546 Fax (208) 922-5989
www.cityofkuna.com**

August 20, 2013

7:00 P.M. CITY COUNCIL MEETING

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

CITY OFFICIALS

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

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546 to make inquiry concerning the nature of the item described on the agenda.

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**CITY OF KUNA
COUNCIL MEETING
AGENDA
TUESDAY, AUGUST 20, 2013
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

REGULAR COUNCIL MEETING 7:00 P.M.

1. Call to Order and Roll Call

2. Invocation: Randy Maxwell, 7th Day Adventist

3. Pledge of Allegiance: Mayor Nelson

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 Old Business or as instructed by the City Council.

A. Approve Minutes of August 6, 2013

B. Accounts Payable Dated August 20, 2013 in the Amount of \$305,424.55

5. Citizen's Reports or Requests:

6. Old Business:

A. Deliberate for Decision on Silver Trail Preliminary Plat – Richard Roats, City Attorney

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

8. New Business:

A. Resolution No. R21-2013 Authorizing the Mayor to Execute the Assignment Release and Assumption Agreement between JLJ Enterprises, Inc., and E4 Partnership, LLLP and Corey Barton Homes, Inc. DBA, CBH Homes – Richard Roats, City Attorney

B. Resolution No. R22-2013 Authorizing the Mayor to Execute the Amendment to Reimbursement Agreement Between E4 Partnership, LLP and Corey Barton Homes, Inc. DBA, CBH Homes and the City of Kuna, Allocating the Reimbursement Payments as Agreed to by and Between E4 Partnership, LLP and Corey Barton Homes, Inc., DBA CBH Homes – Richard Roats, City Attorney

- C. Resolution No. R23-2013 Authorizing the Mayor to Execute the Letter to ACHD Regarding the Vacation of the Alley Between North Avenue D and North Avenue E, Old Kuna High School – Richard Roats, City Attorney

9. Ordinances:

A. *First Reading of Ordinance No. 2013-16 Amending Ordinance No. 2006-35 – Applewood Subdivision*

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE AMENDING ORDINANCE NO. 2006-35 THAT ANNEXED CERTAIN REAL PROPERTY, THEN KNOWN AS PARCEL NUMBER S1311336210 AND SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO AND ESTABLISHED THE ZONING CLASSIFICATION AS A, AGRICULTURAL, TO CORRECT THE ZONING CLASSIFICATION TO R-6 AS ANNEXED, AND TO CORRECT THE LEGAL DESCRIPTION TO REFLECT THE ACTUAL LEGAL DESCRIPTION AS DESCRIBED IN THE PLAT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

10. Mayor/Council Discussion Items:

11. Announcements:

12. Executive Session:

- A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(c) to Discuss Possible Acquisition of Property

13. Adjournment:

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**CITY OF KUNA
COUNCIL MEETING
MINUTES**

TUESDAY, AUGUST 6, 2013

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

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9

SPECIAL MEETING 5:15 P.M.

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11

1. Call to Order and Roll Call

12 Mayor Nelson called the meeting to order at 5:15 p.m. Roll call reflected Council President
13 Cardoza, Council Member Hoiland and Council Member Stear present at the meeting.
14 Council Member Buban-Vonder Haar was out of town on family business.

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**2. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(f) for the Purpose of
Discussing Potential Litigation – Development Agreement – Stetson
(Timestamp 00:00:43)**

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**Council Member Stear moved to go into Executive Session under Idaho Code section
67-2345(f). Seconded by Council Member Hoiland with the following roll call vote:
Voting Aye: Council Members Cardoza, Hoiland and Stear
Voting No: None
Absent: Council Member Buban-Vonder Haar
Motion Carried: 3-0
Time: 5:16 p.m.**

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**Council Member Stear moved to adjourn the Executive Session. Seconded by Council
Member Hoiland, all voting aye.
Motion carried 3-0.**

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33

3. Adjournment

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The meeting adjourned at 5:50 p.m.

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38

BUDGET WORKSHOP 5:30 P.M.

39
40

1. Call to Order and Roll Call (Timestamp 00:02:32)

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Mayor Nelson called the meeting to order at 5:30 p.m. Roll call reflected Council President
Cardoza, Council Member Hoiland and Council Member Stear present at the meeting.
Council Member Buban-Vonder Haar was out of town on family business.

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46

**2. Fiscal Year Ending 2014 Budget Workshop – John Marsh, City Treasurer
(Timestamp 00:02:56)**

1
2
3 John Marsh presented a PowerPoint of the Revenue and Expense Consideration Decision
4 Matrix for FYE 2014 noting the information was previously sent to the Mayor and Council
5 in preparation of the budget workshop. Copies of the budget preferences made from Council
6 Member Buban-Vonder Haar were made available to the Council and public.
7

8 Mr. Marsh explained the maximum property tax increase available for consideration is 3%
9 creating an amount of \$47,619.66. The maximum property tax for new construction is
10 \$24,371.57 and the property tax foregone amount is \$48,539. The total amount under
11 consideration is \$120,530.23.
12

13 Recommendation was given to review the expense considerations first and then decide what
14 amount is needed for the property tax increase.
15

16 Discussions took place on the following list of items under consideration:
17

- 18 • Ada County Sheriff Contract
- 19 • Ada County Prosecutorial Services
- 20 • Greenbelt Extension – Grant Supplement
- 21 • Sidewalks: Orchard Street to the Greenbelt
- 22 • Indian Creek pump station enhancement
- 23 • Beautification of West Indian Creek crossing (Bridge Street)
- 24 • Painting of the City Water Tower
- 25 • Park Expansion between Pizza Hut and Indian Creek
- 26 • Indian Creek garden enhancement contribution
- 27 • Bonds & Election initiatives
- 28 • Acquisition of 20 acres of land
- 29 • Addition of one full-time parks position
- 30 • Increase in wage for parks lead position
- 31 • Increase in wage for Deputy City Clerk
- 32 • Addition of one full-time water/irrigation position
- 33 • Increase in IT services
- 34 • Employee cost of living adjustment and merit increase
- 35 • Business account for Mayor
- 36 • Document imaging software
- 37 • GIS software upgrade
- 38 • Parks service truck
- 39 • Membership in Idaho Council of Governments
- 40 • Establishment of a humane society
- 41 • Establish a Trails Committee
- 42 • Donation to Kuna Days
43

44 The budget discussion will be continued during the regular Council Meeting under Old
45 Business 6A.
46

1 **3. Adjournment or Continuation to Old Business 6A** (*Timestamp 01:09:10*)

2
3 **Council Member Stear moved to come out of the Budget Workshop. Seconded by**
4 **Council Member Hoiland, all voting aye. Motion carried 3-0.**

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6
7 **REGULAR COUNCIL MEETING 7:00 P.M.**

8
9 **1. Call to Order and Roll Call** (*Timestamp 01:09:30*)

10
11 Mayor Nelson called the meeting to order at 7:00 p.m. Roll call reflected Council President
12 Cardoza, Council Member Hoiland and Council Member Stear present at the meeting.
13 Council Member Buban-Vonder Haar was out of town on family business.

14
15 **2. Invocation:** Karen Hernandez, United Methodist Church, was unable to attend the meeting.

16
17 **3. Pledge of Allegiance:** Mayor Nelson

18
19 **4. Consent Agenda:** (*Timestamp 01:11:00*)

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

24
25 A. Approve Minutes of July 16, 2013 Regular Meeting

26
27 B. Approve Minutes of July 23, 2013 Special Meeting – Budget Workshop

28
29 C. Accounts Payable Dated August 6, 2013 in the Amount of \$229,453.62

30
31 D. Approve Resolution No. R20-2013 to Authorize Execution of Reimbursement
32 Agreements with The Westpark Company

33
34 **Council Member Stear moved to approve the Consent Agenda as presented. Seconded**
35 **by Council Member Hoiland, all voting aye. Motion carried 3-0.**

36
37 **5. Citizen's Reports or Requests:**

38
39 A. Anne Hankins Day Proclamation – Mayor Nelson (*Timestamp 01:11:33*)

40
41 Mayor Nelson read the Proclamation declaring August 9, 2013 as “Anne Hankins Day”
42 and presented it to Anne expressing appreciation to her for all her years of service to the
43 community. The Mayor announced that Anne was also responsible for beginning the
44 Mayor’s Reading Club stating one of her famous sayings is “Leaders Read” which she
45 teaches to all the children.

46
47 **6. Old Business:**

- 1 A. Continuation of Fiscal Year Ending 2014 Budget Workshop (if needed) – John Marsh,
2 City Treasurer (*see agenda item 8B*) (*Timestamp 01:18:44*)
3

4 Due to the number of people in attendance for other agenda items, John Marsh proposed
5 moving this item to agenda item 8B and suggested the existing 8B be moved down to 9C
6 to allow him time to enter the budget figures in preparation of adopting the Tentative
7 Budget. The meeting proceeded as suggested by Mr. Marsh.
8

- 9 B. Water Tower Painting – Casey Cobb, Kuna High School Associated Student Body
10 President (*Timestamp 01:19:56*)
11

12 Casey Cobb reported their Kuna Days fundraiser made over \$1,000 and they will start
13 their school year off with another fundraiser.
14

15 The youth received three bids for painting the water tower: (1) \$71,000 (2) \$76,000 (3)
16 \$98,000.
17

18 Casey reported there is someone who is considering donating their time and labor to
19 paint the water tower. The paint and supplies would need to be furnished. When more
20 information is received he will notify the Mayor and Council.
21

22 Mayor Nelson reported the safest way to paint the tower is with a crane and the crane and
23 paint will cost approximately \$10,000. The logo decal might cost \$1,000.
24

25 It was noted that if the tower is not maintained then consideration should be given to
26 tearing it down depending on feedback from the community.
27

28 Casey will report back when he has more information regarding the person interested in
29 helping with the project.
30

31 **7. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
32

- 33 A. 13-02-S; The applicant (DBTV Applewood Farm LLC) is seeking preliminary plat re-
34 approval for Silver Trail Subdivision, a residential subdivision in Kuna consisting of 115
35 buildable lots and 11 common lots over two parcels, and approximately 29.3 acres.
36 Presented by Troy Behunin, P&Z Senior Planner. (*Timestamp 01:25:20*)
37

38 Troy Behunin reported originally there was an approved re-plat for this specific area
39 from 2006-07 but during this time there was also the formation of the Local
40 Improvement District (LID). This land was assessed a certain number of equivalent
41 dwelling units (EDUs) and in order to keep things on track and to make it more efficient,
42 the current owner decided to match a preliminary plat with the EDUs that were assessed
43 to the property. When the property was acquired, the current owner decided to go
44 through the preliminary plat process in order to acquire the 115 lots. It was about 12
45 short from what was assessed through the LID. This preliminary plat reflects an equal
46 amount of residential units to the assessed EDUs and is the basis for going through the

1 preliminary plat re-approval. It was noted this is a different applicant from the original
2 one approved in 2006-07.

3
4 Mr. Behunin explained the applicant has followed through with all of the noticing
5 procedures, held a neighborhood meeting and the site has been posted for the Planning
6 and Zoning Hearing. It has also been properly posted and noticed for the City Council
7 Meeting tonight both in the newspaper through posting and also through a neighborhood
8 notice that complies with State Code and in accordance with Kuna City Code.

9
10 **Laren Bailey**, LEI Engineers & Surveyors, 3023 East Copper Point Drive, Meridian,
11 Idaho, represented DBTV Applewood Farm LLC for the Silver Trail Subdivision. He
12 explained that because of the additional EDUs assigned to the property they felt it
13 prudent to come back and add those to the plat so the number of lots and the number of
14 assigned EDUs balance. The EDUs have been paid for by the developer.

15
16 One issue in the staff report found on page 4 of 6, E. Proposed Findings of Fact, item 7,
17 subsection c, was discussed regarding single story homes for lots that back North Ten
18 Mile Road. Mr. Bailey didn't feel this condition was part of the motion and did not
19 understand what the motive is to reduce the homes to a single story construction along
20 North Ten Mile. He asked to discuss lifting the requirement if possible noting it could
21 not be found in city code or anything that would set precedence for it.

22
23 Troy Behunin answered the question stating there is nothing in city code that requires
24 single family homes along arterials, collectors or any other street. The genesis of this
25 requirement stems back to Applewood, again another developer, which was part of a
26 Findings and Fact from staff report in 2006-07. It was brought up again during Planning
27 and Zoning Commission hearing earlier this spring and the beginning of summer but
28 there is no code that requires it.

29
30 Council President Cardoza reported he was on the Council at the time this development
31 was brought before the Council. The people to the west of the development along Ten
32 Mile had a negative attitude to the subdivision because of people being able to look
33 down into their yards. The Council at that time and Planning & Zoning (P&Z) agreed at
34 that time that there would be no two-story houses along the western part of the
35 subdivision in alignment with Ten Mile. There was one built before P&Z was aware of
36 the structure being there. The people were quite vocal at the City Council Meeting and
37 that is how it came about. They were agreeable to the subdivision as long as there were
38 no two-story houses built on the east side of the road. He thought there was something in
39 the development agreement stating there would not be any two-story houses along there.

40
41 Mr. Bailey reported photos were taken standing on the edge of the asphalt back towards
42 Applewood Subdivision of the two-story home accidentally constructed by the previous
43 owner and provided them to the Council for review. It was noted the landscaping trees
44 from that distance were actually higher than the roof tops of the two-story homes. He
45 understands what the property owners were concerned about but thought the distance
46 between the homes in those areas precludes ability of seeing into yards any differently
47 than it would be otherwise. The proposed landscaping plan will be of a similar type tree

1 along the berm so he doesn't see the reason to have the two-story homes precluded and
2 asked they be allowed to continue with normal construction in the area.

3
4 Council Member Hoiland didn't see a problem with a neighbor being 100' away.

5
6 **Mayor Nelson opened the public hearing stating there were people signed up to**
7 **testify.**

8
9 **Tim Eck**, 6152 W. Half Moon Lane, Eagle, Idaho, elaborated more on the single story
10 issue stating it was a condition of approval of the Applewood Phase 1 Plat, but it was not
11 a component of the development agreement. The development agreement in itself has
12 questions of validity in the fact that it was never signed by the land owner. He believes,
13 even without that, all the conditions of the development agreement have been complied
14 with by the land owner. The single story restriction was not part of the development
15 agreement. It was strictly a component of the Applewood Phase 1 condition of approval.
16 Ten Mile Road is approximately a 95' right-of-way with a 30' landscape buffer on each
17 side, 20 or 30' rear yard setbacks create over 200' from the back of a home to the back of
18 a home. From fence to fence it would be 160' away. The city code requires fencing on a
19 subdivision and they will comply with that and when the subdivision occurs across the
20 street, they will comply with it. The same fence corridor on each side of Ten Mile with
21 the same landscape buffer at some point will shelter and obstruct the views of the backs
22 of homes.

23
24 **Richard Parrish**, 9499 S. Cherry Apple Avenue, Applewood reported the following:

25 1. Silver Trail Subdivision should not be approved until conditions in the Developer
26 Agreement for Danskin/Applewood (hereafter "Development Agreement" are met.

27 Based on the information outlined below, I do not believe that all these conditions are
28 currently fulfilled, and I propose that the cognizant developers should be made to, at a
29 minimum, be made to finish the uncompleted common area between the north end of
30 Applewood and Mason Creek.

31
32 2. Stetson Properties is principal on the Development Agreement, signed April 18, 2006
33 by then, Mayor O. Dean Obray. Although the document was not signed by Stetson
34 Properties, the document "Annexation and Supplemental Declaration of CC&R's for
35 Danskin #5" was. That document was signed by Mr. Tim Eck, General Manager of
36 Stetson Properties and Danskin Ridge Manager. Note #12 on the Final Plat for
37 Applewood Subdivision No. 1 specifies that the development is subject to the conditions
38 of that Development Agreement with the City of Kuna.

39
40 3. It appears that development of Silver Trail Subdivision was pursued instead of
41 Applewood Phase 2 and 3 because it eliminated the requirement to provide a swimming
42 pool and club house and leaves the common areas unfinished. CBH Homes Sales staff
43 used the pool and clubhouse as a marketing tool, verbally and in writing through the
44 CC&R's to attract home buyers lime me. This practice continued after the original
45 developer seemed to be no longer involved and Dyver Development (Mr. Corey Barton,
46 managing member) became the principal.

47

1 4. Mr. James L. Jewett was a principal of Applewood Development along with Stetson
2 Properties. Dyver Development subsequently bought 52 lots and Jim Jewett signed the
3 rights over to Dyver Development as stated in the "Assignments of Declarant's Rights"
4 recorded in Ada County in April, 2009. Both individuals signed the recorded document.
5

6 Mr. Parrish stated he has page numbers on the reference material that he has. He also
7 went to P&Z to see the Council Meeting Minutes and the two documents that are cited in
8 note 12 of that approved Applewood Plat if there are questions on where he got the
9 information.
10

11 5. Mr. Barton had rights of the Developer in Applewood and responsibilities to finish
12 what the original developers did not finish, especially in the common areas; one of which
13 runs along Ten Mile Road to Mason Creek Street. This is significant, as City Council's
14 approval of Applewood No. 1 Plat in September 2006 specified conditions upon the
15 developer. Details of the conditions are not that specific in the City Council Meeting
16 Minutes that he looked at but they do address conditions along Ten Mile, they can be
17 found in the documents cited in note 12 of the final plat. The P&Z staff should be able to
18 easily locate them and evaluate whether Mr. Barton is required to finish common areas as
19 part of the new development approval process. CBH Homes is likely to be a primary
20 builder in Silver Trail. DBTV Applewood Farms, Mr. Tim Eck, should also be involved
21 as his new subdivision benefits most from the adjacent common areas.
22

23 6. In Ada County in June 2000, Mr. Tim Eck of Stetson Properties and Mr. Wesley L.
24 Waldorf of Waldorf & Sons Concepts and Construction signed and recorded a document
25 indicating that they were in partnership developing Danskin Ridge, which would
26 potentially be developed as five subdivisions. One of these is the current Applewood
27 Subdivision and another, the fifth of these potential subdivisions, Danskin Ridge No. 5,
28 would appear to be what will be called Silver Trail if and when approved. DBTV
29 Applewood Farms is principal in this development. Mr. Tim Eck is principal in DBTV
30 Applewood Farms. He has been involved since 2000 in one capacity or another and is
31 not a new developer to the Danskin Ridge plans. It is therefore difficult to understand
32 why MGM or Mr. Barton, MGM Barton HOA Management Company, would have been
33 ignorant of who is behind DBTV Applewood Farms or their plans for what would have
34 been Applewood 2 and 3 when asked at annual HOA meetings.
35

36 7. I do not believe the City would have approved Applewood 1 as platted if it had
37 known the Applewood phases 2 and 3 would be scrapped. It makes no sense to burden
38 Applewood with common areas for the benefit of Silver Trail. Accountability was lost
39 as developers changed even though the principals, except Mr. Jewett, are the same with
40 regard to building and developing.
41

42 8. This homeowner would appreciate City Council's full review at all levels of what
43 conditions were not met in Applewood. I urge the City to exercise their authority, where
44 possible, to hold developers accountable as they proceed with Silver Trail approval and
45 development. As a compromise and to meet the City's conditions, especially since the
46 club house and pool are no longer feasible, Mr. Barton and/or Mr. Eck should finish the
47 common area between the north end of Applewood and Mason Creek.

1
2 **Ben Huff**, 9433 S. Cherry Apple Avenue, Applewood Subdivision, is here on behalf of
3 Lance Jenkins. This is a follow up to the common area landscaping as mentioned by Mr.
4 Rick Parrish. I have read through the Kuna, Idaho code ordinances specifically Title 6,
5 Subdivision Regulations and there appears to be a clear violation of city code relating to
6 landscaping of the common area in question. The common area in question was never
7 landscaped by the developer of Applewood No. 1 and therefore, the final plat should not
8 have been signed off until the landscaping was complete or a financial guarantee was
9 obtained by the City.

10
11 The following information was obtained directly from the Kuna, Idaho code. In Title 6,
12 Chapter 2, Subdivision Approval Procedure, 6-2-4, the final plat note the sub-divider and
13 developer are intended to be interchangeable terms. The City Engineer shall not sign the
14 final plat Mylar if any city code violations exist on the subject property at the time of
15 requesting the signature. The following procedure shall apply. The filing for final plat
16 approval of the City of Kuna subdivision, Section G and A, all required improvements,
17 infrastructure, public utilities, public improvements, etc. have been met and inspected
18 and approved by the City. Part of the land wasn't actually developed and the approval
19 for the building had already gone through.

20
21 Title 6, Chapter 4, Improvement Standards, every sub-divider as part of the final
22 subdivision shall be required to install the following public and other improvements in
23 accordance with the conditions and specifications. Section K, Landscape, Open Space
24 and Park Areas, the subdivisions landscape and open space and park areas shall be
25 installed according to the approved landscape plan. All subdivision entrance ways,
26 common areas, common lots, recreation, pathways, parking strips, buffers, and some
27 dedicated easements are subject to the provisions of the City. (5-4 and 5-17)

28
29 Based on this information, both City and the Developer are in violation of the city code
30 as required improvements were not completed and a financial guarantee was not
31 received. However, the final plat was signed off on while these violations existed and
32 building permits continued to be issued.

33
34 I propose that the City Council table a decision on the approval of Silver Trail
35 Subdivision until these violations have been investigated and remedied.

36
37 As Mr. Parrish stated, the company names may have changed but the individuals
38 involved in this development have largely stayed the same. The home owners of
39 Applewood Subdivision should not be burdened due to violations committed by the
40 Developer and the City.

41
42 Mr. Parrish noted they would have a clubhouse and a pool in our development as a way
43 to get people to buy in the development that hasn't come to pass. Another clear violation
44 or underhanded tactic that was used, when the Developer developed the land for one
45 particular home owner on a corner, the front yard was put in the wrong place. There was
46 only 10' (20' was required) from the road to the fence and the City of Kuna came after

1 them and told them they had to fix it. The Developer wouldn't fix it and they didn't have
2 the money to fix it themselves so they eventually let their home go back to the bank.

3
4 No disrespect, but we don't feel we should be burdened to pay for this part of land to be
5 developed.

6
7 Council Member Cardoza reported he was asked by the owner of the property to look at
8 the fence installed incorrectly and the first problem was the fence had been put up
9 without a permit. Had the fence been put up with a permit, we would have caught the
10 lack of distance from the setback being in a corner lot. Part of the problem lies with the
11 property owner who hired a contractor who did not obtain a permit.

12
13 **Brad Isner**, 9289 S. Cherry Apple, Kuna, Idaho, stated that promises were made that
14 were not kept and things were done when this first plat was approved. Since that didn't
15 happen the rest of it was sold. It seems the only thing they acquired was all of the good
16 part and lost all the bad part. They are not going to build a pool, they are not going to
17 build a clubhouse, they are not going to tie in walkways, Applewood 1 is not their
18 problem.

19
20 We cannot be part of their HOA and have nothing to do with that subdivision so Mr.
21 Isner asked that once this gets approved and if it comes before the Council, that they not
22 be allowed to put in a pool or a clubhouse so the children who walk right by it on their
23 way to school would not be allowed to use it even though they were told they would get
24 one. Their dues for the HOA were increased and money set aside for this but somehow
25 the money has disappeared when the HOA took over.

26
27 The EDUs were paid for by the Developer, either the original or current Developer, but
28 Mr. Isner is not clear if they have to use all of them. Is there a requirement with the
29 sewer district that they use that many or is it just a way to sell more lots? The original
30 development was fine when it was approved but the only way the new development is
31 being done is to increase profit, sell more lots and not keep the promises that were
32 already made. He hopes the City Council won't let this happen. He asked for a
33 moratorium on the empty lots until the issues have been resolved. There is no reason
34 they should be allowed to develop any further until the agreements have been met. They
35 were not enforced before and we all know who didn't pay them. The money is being
36 sent from the City now to those people. I think it should go into fixing this problem.

37
38 This problem we keep talking about, the little strip of land that needs some landscaping
39 that didn't get done. Mr. Eck's expert drew out a crazy number of \$45,000 to landscape
40 that little strip of property. That is twice what the HOA has in yearly dues. There is no
41 way we can afford it without doubling or tripling everyone's dues.

42
43 The Mayor announced this concludes the people who have signed up to talk and invited
44 anyone else to talk who did not have a chance to sign up.

45
46 **Randy Jones**, 37 S. Red Delicious, Applewood, is a homeowner in the development
47 noting the plots were zoned for 3 different phases. The infrastructure and streets were

1 developed to support 3 phases. Since we are being casted aside, why should we have
2 additional traffic through our little subdivision when we are not part of the original
3 planning and zoning of phases 2 and 3? If Silver Trails is a new subdivision, he would
4 like to see a petition across the streets where they don't have to assume the additional
5 traffic coming through their subdivision.
6

7 **Michael Burt**, 9290 S. Cherry Apple Avenue, stated he is not a parent but he has learned
8 through living in a housing division that the new elementary school recently built now
9 means kids in their subdivision have to walk through undeveloped property to get to
10 school. Walking through undeveloped areas is unsafe for children and he would like to
11 have a designated walkway from the housing division to the elementary school. Since
12 the community continues to grow with the new housing division he feels it would be
13 good to have this.
14

15 Mayor Nelson announced this concludes everyone that was signed up and invited Mr.
16 Eck to speak.
17

18 **Tim Eck**, 6152 W. Half Moon Lane, Eagle, Idaho, stated he is the applicant and referred
19 to the letter from Mr. Jenkins saying there is some accuracy, there was an issue. This
20 particular lot and block, the landscape buffer along Ten Mile is a recorded plat in phase
21 1. For some unknown reason, the developer failed to landscape the entire lot and block.
22 There was no surety retained by the City to confirm that the remaining landscape would
23 be completed by the developer. We are in that situation now, the landscaping is not
24 complete and the developer entity has been dissolved for about 5 years.
25

26 Mr. Eck would like to correct some of the statements that were made. He sympathizes
27 with their position in attempting to get the landscaping buffer completed along Ten Mile
28 but it is not his responsibility. The landscaping buffer lies entirely within lot 1 block 4 of
29 Applewood Subdivision No. 1. The landscape buffer and required landscaping are a
30 required condition of approval of Applewood Phase 1. As a condition of approval of
31 approval of the Applewood Subdivision No. 1 Plat, the developer of Applewood
32 Subdivision No. 1 is responsible to complete all the conditions of approval or bond the
33 improvements prior to recordation of the final plat.
34

35 The development agreement they referred to was never signed by the developer. There
36 were terms in the development agreement that Stetson and JLJ disagreed with. There
37 was a portion of Applewood that Stetson never owned. The development agreement
38 was rejected by Stetson and JLJ returned for correction and then fell through the cracks.
39 Even if the development agreement was executed by Stetson, when Stetson sells a parcel,
40 the development agreement requirements go with the land of the new owner.

41 Applewood development owned a portion of Applewood that was never owned by
42 Stetson. Applewood's Mr. Jewett subsequently purchased the balance of Applewood
43 from Stetson. Mr. Jewett was at one time a middle partner of Stetson as they believed.
44 Mr. Jewett was subsequently bought out of Stetson on January 1, 2009. The documents
45 he recites as annexation and supplemental declaration of CC&R's for Danskin No. 5 is
46 irrelevant. The document has nothing to do with the City. Its purpose was to bring
47 Phase 5 of Danskin into the CC&R's it was an annexation into the CC&R's.

1
2 No. 12 on the final plat for Applewood Subdivision No. 1 might tie Applewood Phase 1
3 to the development agreement assuming the development agreement was determined to
4 be a binding document. Absence the landowner's signature, when it states in the
5 document that it requires the property owner's signature to be binding. The Applewood
6 Phase 1 plat and conditions of approval and the unsigned development agreement do not
7 encumber Silver Trail since there is not a recorded final plat on Silver Trail, it would
8 record encumbrances against the Silver Trail property.
9

10 Contrary to their belief, Applewood Development was solely owned by JLJ Enterprises.
11 Barton and all of its associated entities and Eck and all of my associated entities never
12 owned or participated in anyway with Applewood Development. We have never been
13 partners, members or had any financial interest or obligation in Applewood
14 Development.
15

16 Applewood Development went into default on their acquisition development loan. The
17 loan was subsequently sold to DAS. DAS sold the loan to Barton or one of his entities.
18 Barton conducted a Deed in Lieu to acquire the remaining finished lots excluding the
19 common lots. He never owned them, he acquired them. They were a number of finished
20 lots through a Deed in Lieu foreclosure. The Deed in Lieu does not assign or assume any
21 financial obligation of the developer. For Barton to assume any obligations of the
22 developer, he would have had been through a purchased and sell agreement whereby
23 Barton agreed to assume the obligations. The common lots in question were not a part of
24 the Deed in Lieu and was never owned by Barton.
25

26 The declarant's rights were assigned to Barton. The assignment and acceptance of the
27 declarant's rights and obligations under the CC&R's would apply only to the CC&R's.
28 They would not apply to any obligations owned by the developer. The CC&R's have
29 nothing to do with the developer or the developer's responsibilities. The developer
30 processed the property. The CC&R's are a separate document that outlined the
31 management and specific rights of the grant or declarant. What Mr. Barton acquired was
32 the rights as the guarantor or declarant but did not acquire any obligations of the prior
33 developer.
34

35 In conclusion, Mr. Eck stated he understands the HOA is not financially healed enough
36 to cover the cost of the landscape required on the common space lot. They own land that
37 does not include that property. It is a lot and block in phase 1 that unfortunately the
38 developer didn't finish, unfortunately the City signed the plat, unfortunately the lot got
39 conveyed to the HOA.
40

41 As for the traffic in the subdivision, he's correct. There is about an eighth of a mile
42 between Applewood and the Silver Trail School. Right now, if he understands the
43 conditions of that school, all students have to be bused because there is not a safe
44 walking corridor to the school. There is a pathway to Mason Creek Road to help afford a
45 walkable community for Applewood to walk through Silver Trail to get to that school. It
46 is all on the plat that has been submitted.
47

1 **The Mayor closed the Public Hearing at 8:07 p.m.**

2
3 Mayor Nelson stated the Council will take what they heard under advisement. The
4 matter will be placed on the agenda for the next council meeting.

5
6 **8. New Business:**

- 7
8 A. 13-04-FP; The applicant (Providence Properties) is requesting Final Plat approval for
9 Greyhawk Subdivision No. 2. The final plat for Deserthawk Subdivision No. 2 requests
10 two construction phases. Phase 1 of Subdivision No. 2 proposes 16 residential lots and
11 five (5) common lots. Presented by Troy Behunin, P&Z Senior Planner. (*Timestamp*
12 *02:19:08*)

13
14 **Council Member Stear moved to approve Case Number 13-04-FP Final Plat for**
15 **Greyhawk No. 2.**

16 **Council President Cardoza asked if North Kay Street would be extended all the way**
17 **down to the property line. Mr. Behunin explained that it will be extended south to**
18 **the boundary of Subdivision No. 2 which is past the entrance on east Apple Water**
19 **Street. Mr. Cardoza asked for research to be done to see if Kay Street would be**
20 **carried all the way down to the next lateral. Mr. Behunin will perform the research**
21 **on it. Mr. Cardoza clarified that this is not a condition at this time, only research.**
22 **Seconded by Council Member Hoiland, all voting aye. Motion carried 3-0**

- 23
24 B. Adopt Tentative Fiscal Year Ending 2014 Budget (*see agenda item 9C*)

25
26 As explained under agenda item 6A, the Continuation of Fiscal Year Ending 2014
27 Budget Workshop took place at this time. (*Timestamp 02:25:07*)

28
29 (*Council took a 5 minute break at 8:20 p.m.*)

30
31 John Marsh continued the discussion with the Council on the following budget
32 considerations:

- 33
34
 - 35 • Kuna Days parade float
 - 36 • Easter Egg Hunt Donation
 - 37 • Community Garden contribution
 - 38 • Economic Development Committee Stimulus Funds
 - 39 • Installation of a variable frequency drive on pump in well #3 (water tower pump)
 - 40 • Chamber of Commerce membership increase
 - 41 • Tree chipping
 - 42 • Additional seasonal parks employee – Recreation Director
 - 43 • Arbor Ridge Park improvements
 - 44 • Valley Regional Transit contribution

45 The maximum amount for the property tax increase was included in the budget matrix. It
46 was noted the Contingency Fund in the General Fund reflected \$314,034.92.

1 Mr. Marsh proposed adopting a Tentative Budget as the last item on the agenda to allow
2 time to enter in the final numbers or a separate meeting could be scheduled. The Council
3 Members were in favor of adopting the budget in tonight's meeting (*see item 9C*).
4

5 C. Wellness Plan – John Marsh, City Treasurer (*Timestamp 02:57:24*)
6

7 Mr. Marsh explained that as part of the Affordable Care Act, one of the requirements for
8 the insurance companies is a minimum loss ratio called the 80/20 rule. They are required
9 to spend at least 80% of the premiums collected on health care and only 20% can go
10 toward administrative costs which will be evaluated at the end of each year. At the end of
11 2012, the City's insurance company, Regence, discovered they had spent less than 80% so
12 they are required to refund it. The net amount received was \$3,854.83. The Council was
13 in favor of reserving the funds due to the upcoming changes in health care plans and
14 possibly using them for a Wellness Plan.
15

16 **Council Member Stear moved to reserve the \$3,854.83 net 2012 Regence MLR rebate**
17 **for employee health & welfare purposes related to the planned health plan re-write**
18 **in 2014. Seconded by Council Member Hoiland, all voting aye. Motion carried 3-0.**
19

20 **9. Ordinances:**
21

22 **A. First Reading of Ordinance No. 2013-13 Irrigation Annexation – Falcon Ridge**

23 **Public Charter School** (*Timestamp 03:01:04*)

24 *Consideration to dispense with full reading and three consecutive readings.*

25 *Consideration to approve ordinance.*

26 *Consideration to approve a summary publication of the ordinance.*
27

28 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING FALCON RIDGE
29 PUBLIC CHARTER SCHOOL INTO THE KUNA MUNICIPAL IRRIGATION
30 DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING
31 THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT
32 THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT
33 COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND
34 PROVIDING AN EFFECTIVE DATE.

35 **Council Member Stear moved to dispense with the full reading and three**
36 **consecutive readings of Ordinance No. 2013-13. Seconded by Council Member**
37 **Hoiland, all voting aye. Motion carried 3-0.**
38

39 **Council Member Stear moved to approve Ordinance No. 2013-13. Seconded by**
40 **Council Member Hoiland with the following roll call vote:**

41 **Voting Aye: Council Members Cardoza, Hoiland and Stear**

42 **Voting No: None**

43 **Absent: Council Member Buban-Vonder Haar**

44 **Motion carried 3-0.**
45

46 **Council Member Stear moved to approve a summary publication of Ordinance No.**
47 **2013-13. Seconded by Council Member Hoiland, all voting aye.**

1 **Motion carried 3-0.**

2
3 **B. First Reading of Ordinance No. 2013-15 Irrigation De-Annexation – Zamzows**

4 *(Timestamp 03:03:23)*

5 *Consideration to dispense with full reading and three consecutive readings.*

6 *Consideration to approve ordinance.*

7 *Consideration to approve a summary publication of the ordinance.*

8
9 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, DE-ANNEXING PARCEL NO.
10 S1326121010 FROM THE KUNA MUNICIPAL IRRIGATION DISTRICT AND INTO
11 THE BOISE-KUNA IRRIGATION DISTRICT; CHANGING THE BOUNDARIES OF
12 SAID DISTRICTS AS A RESULT; DECLARING WATER RIGHTS APPURTENANT
13 THERETO ARE REMOVED FROM THE KUNA MUNICIPAL IRRIGATION
14 DISTRICT; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED
15 AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

16
17 **Council Member Stear moved to dispense with the full reading and three**
18 **consecutive readings of Ordinance No. 2013-15. Seconded by Council Member**
19 **Hoiland, all voting aye. Motion carried 3-0.**

20
21 **Council Member Stear moved to approve Ordinance No. 2013-15. Seconded by**
22 **Council Member Hoiland**
23 **with the following roll call vote:**

24 **Voting Aye: Council Members Cardoza, Hoiland and Stear**

25 **Voting No: None**

26 **Absent: Council Member Buban-Vonder Haar**

27 **Motion carried 3-0.**

28
29 **Council Member Stear moved to approve a summary publication of Ordinance No.**
30 **2013-15. Seconded by Council Member Hoiland, all voting aye.**
31 **Motion carried 3-0.**

32
33 **C. Adopt Tentative Fiscal Year Ending 2014 Budget** *(Timestamp 03:17:29)*

34 *(As explained under agenda item 6A, this agenda item was moved from 8B to 9C.)*

35
36 John Marsh, City Treasurer, presented the Tentative Budget for review of the Council.

37
38 General Fund \$3,466,720
39 Late Comers Fund \$459,050
40 Grant Fund \$188,000
41 Well Mitigation Fund \$250,000
42 Water Fund \$2,142,341
43 Sewer Fund \$2,904,125
44 Irrigation Fund \$891,276
45 Solid Waste \$1,355,275
46 **Grand Total \$11,656,787**

1 The public hearing for the Tentative Budget is set for 7:00 p.m. on Tuesday, September
2 3, 2013 here at Kuna City Hall.

3
4 **Council Member Stear moved to adopt the FYE 2014 Tentative Budget with the**
5 **grand total of \$11,656,787 and the Public Hearing to be set for 7:00 p.m. on**
6 **Tuesday, September 3, 2013 at Kuna City Hall. Seconded by Council Member**

7 **Hoiland with the following roll call vote:**

8 **Voting Yes: Council Members Cardoza, Hoiland and Stear**

9 **Voting No: None**

10 **Absent: Council Member Buban-Vonder Haar**

11 **Motion carried 3-0**

12
13 **10. Mayor/Council Discussion Items: (Timestamp 03:07:04)**

14
15 It was noted the new ACHD representative, Diane Bevans, was in attendance at the meeting.

16
17 Downtown sweeping by ACHD was scheduled to take place after Kuna Days.

18
19 Council Member Stear offered to donate his labor for the processing and making of clips,
20 welding, etc. for bridge improvements in connection with the greenbelt extension if the City
21 will pay for the materials at his cost.

22
23 Chief Dusseau reported that Kuna Days went well with no major injuries and not as many
24 incidents as the previous year.

25
26 **11. Announcements: None**

27
28 **12. Executive Session: None**

29
30 **13. Adjournment:**

31
32 The meeting adjourned at 9:30 p.m.

33
34
35
36
37
38 _____
W. Greg Nelson, Mayor

39 ATTEST:

40
41
42 _____
43 Brenda S. Bingham, City Clerk

44
45
46 *Minutes prepared by Brenda Bingham*

47 *Date Approved: CCM 8/20/13*

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Only unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	4075964-000		10 EA RAIN BIRD SPRINKLER SOLENOIDS, VARIOUS LOCATIONS, JULY '13 - PARKS	07/22/2013	203.10	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/13		
Total 2M COMPANY, INC.:							203.10	.00				
A COMPANY, INC. - BOI												
1463	A COMPANY, INC. - BOI	B-192021		PORT-O-POTTY, WINCHESTER/SUTTERS MILL, JULY '13 - PARKS	07/28/2013	67.50	.00	01-6212 RENT-EQUIPMENT	1004	7/13		
1463	A COMPANY, INC. - BOI	B-192060		PORT-O-POTTY, SEGO PRAIRIE, JULY '13 - FARM	07/28/2013	105.50	.00	21-6090 FARM EXPENDITURES	0	7/13		
1463	A COMPANY, INC. - BOI	B-192187		PORT-O-POTTY, BUTLER PARK, JULY '13 - PARKS	07/28/2013	90.50	.00	01-6212 RENT-EQUIPMENT	1004	7/13		
1463	A COMPANY, INC. - BOI	B-192188		PORT-O-POTTY, SADIE CREEK, JULY '13 - PARKS	07/28/2013	105.50	.00	01-6212 RENT-EQUIPMENT	1004	7/13		
Total A COMPANY, INC. - BOI:							369.00	.00				
ACCEM												
839	ACCEM	60413		4TH QTR MEMBER DUES, 2013 - G. NELSON	08/01/2013	1,291.25	.00	01-6075 DUES & MEMBERSHIPS	0	8/13		
Total ACCEM:							1,291.25	.00				
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	07/13		ACHD IMPACT FEE TRANSFER, JULY '13	08/02/2013	64,756.00	.00	01-2510 ACHD IMPACT FEE TRANSFER	0	7/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):												
						64,756.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	08/13		FEES FOR AUGUST 2013	08/12/2013	3,722.16	.00	01-6203 PROSECUTORIAL SERVICES	0	8/13		
Total ADA COUNTY PROSECUTING ATTORNE:												
						3,722.16	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	4844		AUGUST 2013 SHERIFF SERVICES	08/01/2013	118,442.46	.00	01-6000 LAW ENFORCEMENT SERVICES	0	8/13		
Total ADA COUNTY SHERIFF'S OFFICE:												
						118,442.46	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	31820		BACTERIA TEST, JULY '13 - WATER	07/31/2013	1,812.60	.00	20-6150_MAINT. & REPAIRS - SYSTEM	0	7/13		
Total ANALYTICAL LABORATORIES:												
						1,812.60	.00					
ARTCO (US, INC.) dba												
1435	ARTCO (US, INC.) dba	131909558	851	BUSINESS CARDS FOR M. BORZICK, G. LAW, ENGINEER & GIS, ADMIN, JULY '13 - K. RICE	07/26/2013	20.00	.00	01-6165_OFFICE SUPPLIES	0	8/13		
1435	ARTCO (US, INC.) dba	131909558	851	BUSINESS CARDS FOR M. BORZICK, G. LAW, ENGINEER & GIS, WATER, JULY '13 - K. RICE	07/26/2013	27.68	.00	20-6165_OFFICE SUPPLIES	0	8/13		
1435	ARTCO (US, INC.) dba	131909558	851	BUSINESS CARDS FOR M. BORZICK, G. LAW, ENGINEER & GIS, SEWER, JULY '13 - K. RICE	07/26/2013	27.68	.00	21-6165_OFFICE SUPPLIES	0	8/13		
1435	ARTCO (US, INC.) dba	131909558	851	BUSINESS CARDS FOR M. BORZICK, G. LAW, ENGINEER & GIS, P.I., JULY '13 - K. RICE	07/26/2013	4.64	.00	25-6165_OFFICE SUPPLIES	0	8/13		

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 ARTCO (US, INC.) dba:												
						80.00	.00					
BHS MARKETING, LLC												
512	BHS MARKETING, LLC	36989	844	2 TOTES SODIUM HYPOCHLORITE (CHLORINE) FOR ALL WELLS. JULY '13 - J. YERTON	07/25/2013	2,000.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
Total BHS MARKETING, LLC:												
						2,000.00	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4230457	865	1 CASE ROLL PAPER TOWELS. CITY HALL. JULY '13 - K. RICE	07/26/2013	58.00	.00	01-6025 JANITORIAL	0	7/13		
1240	BRADY INDUSTRIES OF IDAHO LLC	4233305	865	PAPER TOWELS. SR.CTR. JULY '13 - K. RICE	07/31/2013	30.82	.00	01-6025 JANITORIAL	1001	7/13		
1240	BRADY INDUSTRIES OF IDAHO LLC	4233305	865	PAPER TOWELS. SR.CTR. JULY '13 - K. RICE	07/31/2013	52.90	.00	01-6025 JANITORIAL	0	7/13		
Total BRADY INDUSTRIES OF IDAHO LLC:												
						141.72	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	08/13		RENEW #DWD2-13862. C. DEYOUNG. WATER	08/12/2013	35.00	.00	20-6075 DUES & MEMBERSHIPS	0	8/13		
1091	BUREAU OF OCCUPATIONAL LICENSE	08/13		RENEW #WWC1-14921. C. DEYOUNG. WATER	08/12/2013	35.00	.00	20-6075 DUES & MEMBERSHIPS	0	8/13		
1091	BUREAU OF OCCUPATIONAL LICENSE	08/13		RENEW #WWT1-12854. C. DEYOUNG. WATER	08/12/2013	35.00	.00	20-6075 DUES & MEMBERSHIPS	0	8/13		
1091	BUREAU OF OCCUPATIONAL LICENSE	08/13		INITIAL EXAM. CLIII. R. FORD. AUG '13 - WATER	08/12/2013	97.00	.00	20-6285 TRAINING & SCHOOLING EXPENSE	0	8/13		
Total BUREAU OF OCCUPATIONAL LICENSE:												
						202.00	.00					
CASELLE INC												
1239	CASELLE INC	51395		MONTHLY SOFTWARE SUPPORT FOR SEPT '13 -								

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
	ADMIN				08/01/2013	253.92	.00	01-6052 CONTRACT SERVICES	0	8/13		
1239	CASELLE INC	51395		MONTHLY SOFTWARE SUPPORT FOR SEPT '13 - P.&Z	08/01/2013	126.96	.00	01-6052 CONTRACT SERVICES	1003	8/13		
1239	CASELLE INC	51395		MONTHLY SOFTWARE SUPPORT FOR SEPT '13 - WATER	08/01/2013	295.09	.00	20-6052 CONTRACT SERVICES	0	8/13		
1239	CASELLE INC	51395		MONTHLY SOFTWARE SUPPORT FOR SEPT '13 - SEWER	08/01/2013	351.21	.00	21-6052 CONTRACT SERVICES	0	8/13		
1239	CASELLE INC	51395		MONTHLY SOFTWARE SUPPORT FOR SEPT '13 - P.I.	08/01/2013	122.82	.00	25-6052 CONTRACT SERVICES	0	8/13		
Total CASELLE INC:							1,150.00	.00				
CASH												
1423	CASH	07302013	868	KUNA DAYS PARADE FLOAT ENTRY - PUBLIC WORKS. REPLENISH PETTY CASH. (C.ARMSTRONG)	07/30/2013	6.25	.00	01-6155 MEETINGS/COMMI TTEES	0	8/13		
1423	CASH	07302013	868	KUNA DAYS PARADE FLOAT ENTRY - PUBLIC WORKS. REPLENISH PETTY CASH. (C.ARMSTRONG)	07/30/2013	6.25	.00	20-6155 MEETINGS/COMMI TTEES	0	8/13		
1423	CASH	07302013	868	KUNA DAYS PARADE FLOAT ENTRY - PUBLIC WORKS. REPLENISH PETTY CASH. (C.ARMSTRONG)	07/30/2013	6.25	.00	21-6155 MEETINGS/COMMI TTEES	0	8/13		
1423	CASH	07302013	868	KUNA DAYS PARADE FLOAT ENTRY - PUBLIC WORKS. REPLENISH PETTY CASH. (C.ARMSTRONG)	07/30/2013	6.25	.00	25-6155 MEETING/COMMIT TEES	0	8/13		
1423	CASH	08022013	901	REPLENISH PETTY CASH - WINCO FOODS PURCHASE OF CANDY FOR KUNA DAYS PARADE DISTRIBUTION (C.ARMSTRONG)	08/02/2013	30.00	.00	20-6155 MEETINGS/COMMI TTEES	0	8/13		

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
1423	CASH	08132013	905	Car Wash for Ford Fusion - petty cash. (B. Bachman)	08/13/2013	4.00	.00	01-6305_VEHICLE MAINTENANCE & REPAIRS	0	8/13		
Total CASH: 59.00 .00												
CENTURYLINK												
62	CENTURYLINK	07/13		JULY 2013 CHARGES - SR CTR	07/25/2013	49.73	.00	01-6255 TELEPHONE	1001	7/13		
62	CENTURYLINK	07/13		JULY 2013 CHARGES - WATER	07/25/2013	53.70	.00	20-6255 TELEPHONE EXPENSE	0	7/13		
62	CENTURYLINK	07/13		JULY 2013 CHARGES - SEWER	07/25/2013	63.90	.00	21-6255 TELEPHONE EXPENSE	0	7/13		
62	CENTURYLINK	07/13		JULY 2013 CHARGES - P.I.	07/25/2013	22.34	.00	25-6255 TELEPHONE EXPENSE	0	7/13		
Total CENTURYLINK: 189.67 .00												
DALE L. HARDIN												
1652	DALE L. HARDIN	080213	904	TREE LIMB REMOVAL FROM BERNIE FISHER PARK FOR KUNA DAYS AUG '13 - PARKS	08/02/2013	200.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/13		
Total DALE L. HARDIN: 200.00 .00												
DIGLINE												
25	DIGLINE	0046539-IN		DIG FEES, JULY '13 - WATER	07/31/2013	49.29	.00	20-6065 DIGLINE EXPENSE	0	7/13		
25	DIGLINE	0046539-IN		DIG FEES, JULY '13 - SEWER	07/31/2013	49.30	.00	21-6065 DIGLINE EXPENSE	0	7/13		
25	DIGLINE	0046539-IN		DIG FEES, JULY '13 - P.I.	07/31/2013	18.78	.00	25-6065 DIGLINE EXPENSE	0	7/13		

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 DIGLINE:												
						117.37	.00					
FILTER FACTORY OUTLET STORE												
1532	FILTER FACTORY OUTLET STORE	102375	857	8 EA CHARCOAL FILTERS REPLACE AT HEADWORKS BLDG., JULY '13 - M. NADEAU	07/24/2013	71.96	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
Total FILTER FACTORY OUTLET STORE:												
						71.96	.00					
FLEET SERVICES												
1234	FLEET SERVICES	33787036		FUEL, JULY '13 - PARKS	07/31/2013	337.55	.00	01-6300 FUEL	1004	7/13		
1234	FLEET SERVICES	33787036		FUEL, JULY '13 - BLDG. INSP	07/31/2013	292.01	.00	01-6300 FUEL	1005	7/13		
1234	FLEET SERVICES	33787036		FUEL, JULY '13 - CITY HALL	07/31/2013	88.26	.00	01-6300 FUEL	0	7/13		
1234	FLEET SERVICES	33787036		FUEL, JULY '13 - WATER	07/31/2013	246.12	.00	20-6300 FUEL	0	7/13		
1234	FLEET SERVICES	33787036		FUEL, JULY '13 - SEWER	07/31/2013	626.16	.00	21-6300 FUEL	0	7/13		
1234	FLEET SERVICES	33787036		LESS EXCISE TAX, JULY '13 - PARKS	07/31/2013	-18.19	.00	01-6300 FUEL	1004	7/13		
1234	FLEET SERVICES	33787036		LESS EXCISE TAX, JULY '13 - BLDG. INSP	07/31/2013	-15.59	.00	01-6300 FUEL	1005	7/13		
1234	FLEET SERVICES	33787036		LESS EXCISE TAX, JULY '13 - CITY HALL	07/31/2013	-5.20	.00	01-6300 FUEL	0	7/13		
1234	FLEET SERVICES	33787036		LESS EXCISE TAX, JULY '13 - WATER	07/31/2013	-13.86	.00	20-6300 FUEL	0	7/13		
1234	FLEET SERVICES	33787036		LESS EXCISE TAX, JULY '13 - SEWER	07/31/2013	-33.78	.00	21-6300 FUEL	0	7/13		
Total FLEET SERVICES:												
						1,503.48	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	110612	828	REPAIR OF HYDROMATIC PUMP #2, DEERHORN L/S, JULY '13 - R. DAVIS	07/23/2013	611.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		

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
996	GEM STATE ELECTRIC	110615	858	4 CAPACITORS REPLACED. HUBBARD LIFT STN. SEWER. JULY '13 - T. FLEMING	07/24/2013	86.48	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/13		
996	GEM STATE ELECTRIC	110615	858	PUMP AND MOTOR SERVICE @FARM, JULY '13 - T. FLEMING	07/24/2013	487.50	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/13		
Total GEM STATE ELECTRIC:						1,185.97	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	B244600	843	STREET LIGHT DECAL LABELING SHEETS, JULY '13 - D. CROSSLEY	07/31/2013	48.00	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1002	7/13		
63	HD SUPPLY WATERWORKS LTD	B283606		NEPTUNE SOFTWARE TRAINING, JULY '13 - PARKS	07/30/2013	300.00	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1004	7/13		
63	HD SUPPLY WATERWORKS LTD	B283606		NEPTUNE SOFTWARE TRAINING, JULY '13 - WATER	07/30/2013	300.00	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/13		
63	HD SUPPLY WATERWORKS LTD	B283606		NEPTUNE SOFTWARE TRAINING, JULY '13 - SEWER	07/30/2013	300.00	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/13		
63	HD SUPPLY WATERWORKS LTD	B283606		NEPTUNE SOFTWARE TRAINING, JULY '13 - P. I.	07/30/2013	300.00	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/13		
63	HD SUPPLY WATERWORKS LTD	B289300	872	BUTLER PI PROJECT - 3 EA 20' STICKS 6". 2 6" GATE VALVES. 4 PVC RESTRAINTS 6". ADDITIONAL BALL CURB VALVE FITTING. 4 TUBS PIPE LUBE. 1 ROLL TRACER WIRE. 2 VALVE BOX TOPS. 2 VALVE BOX BOTTOMS. 2 VALVE BOX "IRRIGATION" LIDS. 6X1.5" IP SADDLE. 2 11/2 X	07/31/2013	1,984.13	.00	25-6020 CAPITAL IMPROVEMENTS	0	7/13		
Total HD SUPPLY WATERWORKS LTD:						3,232.13	.00					

IDAHO FIRST AID & SAFETY, INC. DBA

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
1576	IDAHO FIRST AID & SAFETY, INC. DBA	41536		RESTOCK FIRST AID ITEMS, JULY '13 - CITY HALL	07/23/2013	23.75	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	7/13		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	41537		RESTOCK FIRST AID ITEMS, JULY '13 - N. WWTP	07/23/2013	71.40	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	7/13		
Total IDAHO FIRST AID & SAFETY, INC. DBA:							95.15	.00				
IDAHO STATE INSURANCE FUND												
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - ADMIN	08/05/2013	233.36	.00	01-2195 WORKERS COMPENSATION PAYABLE	0	8/13		
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - P & Z	08/05/2013	140.01	.00	01-2195 WORKERS COMPENSATION PAYABLE	1003	8/13		
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - PARKS	08/05/2013	1,962.39	.00	01-2195 WORKERS COMPENSATION PAYABLE	1004	8/13		
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - BLDG INSP	08/05/2013	260.53	.00	01-2195 WORKERS COMPENSATION PAYABLE	1005	8/13		
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - WATER	08/05/2013	3,178.44	.00	20-2195 WORKERS COMPENSATION PAYABLE	0	8/13		
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - SEWER	08/05/2013	3,336.25	.00	21-2195 WORKERS COMPENSATION PAYABLE	0	8/13		
88	IDAHO STATE INSURANCE FUND	7717507		Q2 2013 W/C PREMIUMS - P.I.	08/05/2013	1,106.01	.00	25-2195 WORKERS COMPENSATION PAYABLE	0	8/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total IDAHO STATE INSURANCE FUND:												
						10,216.99	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	P197952		FILTERS FOR MINI-EXCAVATOR, ALL DEPTS., JULY '13 - PARKS	07/22/2013	13.09	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	7/13		
34	IDAHO TRACTOR INC	P197952		FILTERS FOR MINI-EXCAVATOR, ALL DEPTS., JULY '13 - WATER	07/22/2013	52.36	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
34	IDAHO TRACTOR INC	P197952		FILTERS FOR MINI-EXCAVATOR, ALL DEPTS., JULY '13 - SEWER	07/22/2013	52.36	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
34	IDAHO TRACTOR INC	P197952		FILTERS FOR MINI-EXCAVATOR, ALL DEPTS., JULY '13 - P.I.	07/22/2013	13.09	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
Total IDAHO TRACTOR INC:												
						130.90	.00					
INSTRUMENT TECHNOLOGIES, INC.												
1650	INSTRUMENT TECHNOLOGIES, INC.	B130707		TROUBLESHOOT FLOWMETER, TIME & LABOR, JULY '13 - N. WWTP	07/27/2013	277.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
Total INSTRUMENT TECHNOLOGIES, INC.:												
						277.50	.00					
INTEGRA TELECOM												
1411	INTEGRA TELECOM	11139741		MONTHLY TELEPHONE, AUG '13 - ADMIN	08/01/2013	286.91	.00	01-6255 TELEPHONE	0	8/13		
1411	INTEGRA TELECOM	11139741		MONTHLY TELEPHONE, AUG '13 - P & Z	08/01/2013	143.46	.00	01-6255 TELEPHONE	1003	8/13		
1411	INTEGRA TELECOM	11139741		MONTHLY TELEPHONE, AUG '13 - WATER	08/01/2013	333.43	.00	20-6255 TELEPHONE EXPENSE	0	8/13		
1411	INTEGRA TELECOM	11139741		MONTHLY TELEPHONE, AUG '13 - SEWER	08/01/2013	396.84	.00	21-6255 TELEPHONE EXPENSE	0	8/13		

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
1411	INTEGRA TELECOM	11139741		MONTHLY TELEPHONE AUG '13 - P.I.	08/01/2013	138.78	.00	25-6255 TELEPHONE EXPENSE	0	8/13		
Total INTEGRA TELECOM:							1,299.42	.00				
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	62320		MONTHLY MAINTENANCE SET UP/INSTALL MONITORS, VIDEO CARDS FOR UTILITY BILLING STAFF, CONNECT ALL TO SERVER, JULY '13 - ADMIN	07/21/2013	79.93	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62320		MONTHLY MAINTENANCE SET UP/INSTALL MONITORS, VIDEO CARDS FOR UTILITY BILLING STAFF, CONNECT ALL TO SERVER, JULY '13 - WATER	07/21/2013	106.46	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62320		MONTHLY MAINTENANCE SET UP/INSTALL MONITORS, VIDEO CARDS FOR UTILITY BILLING STAFF, CONNECT ALL TO SERVER, JULY '13 - SEWER	07/21/2013	106.46	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62320		MONTHLY MAINTENANCE SET UP/INSTALL MONITORS, VIDEO CARDS FOR UTILITY BILLING STAFF, CONNECT ALL TO SERVER, JULY '13 - P.I.	07/21/2013	26.85	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62415		TROUBLESHOOT UTILITY BILLING/CASELLE ISSUES, JULY '13 - ADMIN	07/28/2013	10.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62415		TROUBLESHOOT UTILITY BILLING/CASELLE ISSUES, JULY '13 - WATER	07/28/2013	14.32	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62415		TROUBLESHOOT UTILITY BILLING/CASELLE ISSUES, JULY '13 - SEWER	07/28/2013	14.32	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
1595	INTEGRINET SOLUTIONS, INC.	62415		TROUBLESHOOT UTILITY BILLING/CASELLE ISSUES, JULY '13 - P.I.	07/28/2013	3.61	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		

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 INTEGRINET SOLUTIONS, INC.:												
						362.70	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	08/13		AUGUST 2013 (JUNE 27-JULY 29) - N.WWTP	08/02/2013	5.60	.00	21-6290 UTILITIES EXPENSE	0	8/13		
Total INTERMOUNTAIN GAS CO:												
						5.60	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08/13-1ST		7/31/13-8/13/13. PD 8/21/13 - AUG 1ST PMT	08/15/2013	60,079.57	.00	26-7000 SOLID WASTE SERVICE FEES	0	8/13		
230	J & M SANITATION, INC.	08/13-1ST		7/31/13-8/13/13. PD 8/21/13 - LESS ADMIN FEE	08/15/2013	-5,935.86	.00	01-4170 FRANCHISE FEES	0	8/13		
Total J & M SANITATION, INC.:												
						54,143.71	.00					
KELLY-MOORE PAINT Co. - HURST CPC												
483	KELLY-MOORE PAINT Co. - HURST CPC	157442		LEAD TEST KIT TO TEST PAINT @TOWER, JULY '13 - WATERE	07/02/2013	31.21	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
483	KELLY-MOORE PAINT Co. - HURST CPC	157445		CREDIT FOR LEAD TEST KIT. NEEDED PO #, JULY '13 - WATER	07/02/2013	-31.21	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
483	KELLY-MOORE PAINT Co. - HURST CPC	157446	800	LEAD TEST KIT TO TEST PAINT @TOWER WATER, JUNE '13 - D. CROSSLEY	07/02/2013	31.21	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
Total KELLY-MOORE PAINT Co. - HURST CPC:												
						31.21	.00					
KUNA LUMBER												
499	KUNA LUMBER	A59683	893	SHOP VAC FOR N.WWTP - AUG '13 - M. NADEAU	08/05/2013	59.99	.00	21-6175 SMALL TOOLS	0	8/13		
Total KUNA LUMBER:												
						59.99	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
43	KUNA TRUE VALUE HARDWARE	07242013	850	PACKING TAPE FOR SENDING EQUIPMENT VIA UPS. PHONE JACK AND CORDS TO MOVE SCADA COMPUTER TO N.WWTP. JULY '13 - M. NADEAU	07/24/2013	14.85	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/13		
43	KUNA TRUE VALUE HARDWARE	07242013	850	4 NIPPLES. 4 COUPLERS. HOSE CAPS/VALVES. FOR ROTOR PUMPS @N.WWTP. JULY '13 - M. NADEAU	07/24/2013	42.66	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
43	KUNA TRUE VALUE HARDWARE	07302013	869	4 ADAPTERS. 4 COUPLERS. FLEX SEAL. 5 TEFLON TAPES. 1 ROLL WIRE. BOX WIRE NUTS. BOX HOSE CLAMPS. 30" POLY PIPE. 40-3/4" POLY PIPE. 2-2" NIPPLES. ALL FOR BUTLER P.I. PROJECT. JULY '13 - C. ARMSTRONG	07/30/2013	179.61	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	7/13		
43	KUNA TRUE VALUE HARDWARE	07302013	871	REDUCING COUPLERS. 3/4 BARB ADAPTER. NAILS. GAS CAN. BOISE STREET P.I. PROJECT. JULY '13 - C. ARMSTRONG	07/30/2013	32.38	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	7/13		
43	KUNA TRUE VALUE HARDWARE	07302013	870	4 VARIOUS TYPES/SIZES SCREWDRIERS. BATTERIES FOR TOOLS. WATER. JULY '13 - C. ARMSTRONG	07/30/2013	22.55	.00	20-6175 SMALL TOOLS	0	7/13		
43	KUNA TRUE VALUE HARDWARE	07302013	870	1 COOLER FOR DRINKING WATER SAMPLES. WATER. JULY '13 - C. ARMSTRONG	07/30/2013	29.99	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
43	KUNA TRUE VALUE HARDWARE	07312013	881	2 FT HARDWARE CLOTH FOR 10-MILE. BALL VALVE. NIPPLE. ADAPTER. HOSE CLAMPS. ALL FOR LAGOONS. JULY '13 - C. MCDANIEL	07/31/2013	94.18	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
Total KUNA TRUE VALUE HARDWARE:							416.22					
46	KUNA WELDING	1057	797	WELD RISER FOR WHEEL LINE @FARM. JUNE '13 - L. VEGA	07/02/2013	70.00	.00	21-6090 FARM EXPENDITURES	0	7/13		

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
46	KUNA WELDING	1064	863	PORTABLE MODIFIED PUMP STAND, WEST WELL BOOSTER @FARM, JULY '13 - VENDOR	07/08/2013	92.16	.00	21-6090_FARM EXPENDITURES	0	7/13		
Total KUNA WELDING:												
						162.16	.00					
NORCO, INC.												
222	NORCO, INC.	11863204		REFILL BOTTLE FOR WELDER, ALL DEPTS., JULY '13 - PARKS	07/31/2013	4.65	.00	01-6142_MAINT. & REPAIR - EQUIPMENT	1004	7/13		
222	NORCO, INC.	11863204		REFILL BOTTLE FOR WELDER, ALL DEPTS., JULY '13 - WATER	07/31/2013	4.65	.00	20-6142_MAINT. & REPAIRS - EQUIPMENT	0	7/13		
222	NORCO, INC.	11863204		REFILL BOTTLE FOR WELDER, ALL DEPTS., JULY '13 - SEWER	07/31/2013	4.65	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	7/13		
222	NORCO, INC.	11863204		REFILL BOTTLE FOR WELDER, ALL DEPTS., JULY '13 - P.I.	07/31/2013	4.65	.00	25-6142_MAINT. & REPAIRS - EQUIPMENT	0	7/13		
Total NORCO, INC.:												
						18.60	.00					
PARTS, INC.												
470	PARTS, INC.	032765	842	HYDRAULIC HOSES FOR WHEEL LINE (2 EA.) GENERAL REPAIR(C. MCDANIEL)	07/19/2013	59.61	.00	21-6090_FARM EXPENDITURES	0	7/13		
470	PARTS, INC.	033096	847	PRESSURE GAUGE FOR BLOWERS @LAGOONS, JULY '13 - C. MCDANIEL	07/23/2013	10.57	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	7/13		
Total PARTS, INC.:												
						70.18	.00					
PAULS MARKET												
56	PAULS MARKET	1-3398		FUEL CHARGED ON STORE ACCT. PUMP WOULD NOT TAKE FUEL CARD, JULY '13 - PARKS	07/16/2013	80.03	.00	01-6300_FUEL	1004	7/13		

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 PAULS MARKET:												
						80.03	.00					
PLATT ELECTRIC SUPPLY, INC.												
1613	PLATT ELECTRIC SUPPLY, INC.	5401486	864	LIGHT BULBS. BALLAST FOR ST. LIGHT REPAIRS. JULY '13 - B. BACHMAN	07/30/2013	127.32	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	7/13		
Total PLATT ELECTRIC SUPPLY, INC.:												
						127.32	.00					
PRESSURE IRRIGATION REIMBURSEMENTS 2013												
1653	PRESSURE IRRIGATION REIMBURSEMENTS 2013	9931595.01		C.B.H. HOMES #9931595.01 - P.I. OVERPMT REFUND	08/06/2013	93.48	.00	99-1075 Utility Cash Clearing	0	8/13		
1653	PRESSURE IRRIGATION REIMBURSEMENTS 2013	9931615.01		C.B.H. HOMES #9931615.01 - P.I. OVERPMT REFUND	08/06/2013	93.48	.00	99-1075 Utility Cash Clearing	0	8/13		
1653	PRESSURE IRRIGATION REIMBURSEMENTS 2013	9931640.01		C.B.H. HOMES #9931640.01 - P.I. OVERPMT REFUND	08/06/2013	93.48	.00	99-1075 Utility Cash Clearing	0	8/13		
1653	PRESSURE IRRIGATION REIMBURSEMENTS 2013	9931645.01		C.B.H. HOMES #9931645.01 - P.I. OVERPMT REFUND	08/06/2013	93.48	.00	99-1075 Utility Cash Clearing	0	8/13		
1653	PRESSURE IRRIGATION REIMBURSEMENTS 2013	9931685.01		C.B.H. HOMES #9931685.01 - P.I. OVERPMT REFUND	08/06/2013	93.48	.00	99-1075 Utility Cash Clearing	0	8/13		
1653	PRESSURE IRRIGATION REIMBURSEMENTS 2013	9932500.01		C.B.H. HOMES #9932500.01 - P.I. OVERPMT REFUND	08/06/2013	93.48	.00	99-1075 Utility Cash Clearing	0	8/13		
Total PRESSURE IRRIGATION REIMBURSEMENTS 2013:												
						560.88	.00					
REPUBLIC SERVICES #884												
1610	REPUBLIC SERVICES #884	000587378		HAUL SLUDGE, JULY '13 - N.WWTP	07/31/2013	2,280.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	7/13		
Total REPUBLIC SERVICES #884:												
						2,280.00	.00					
RICOH USA, INC. (FINANCE)												
1448	RICOH USA, INC. (FINANCE)	90554722		COPIER LEASE, AUG '13 - WATER	08/07/2013	38.35	.00	20-6212 RENT - EQUIPMENT	0	8/13		

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
1448	RICOH USA, INC. (FINANCE)	90554722		COPIER LEASE, AUG '13 - SEWER	08/07/2013	45.64	.00	21-6212 RENT-EQUIPMENT	0	8/13		
1448	RICOH USA, INC. (FINANCE)	90554722		COPIER LEASE, AUG '13 - P.I.	08/07/2013	15.96	.00	25-6212 RENT-EQUIPMENT	0	8/13		
Total RICOH USA, INC. (FINANCE):							99.95	.00				
RIMROCK ROOFING												
1549	RIMROCK ROOFING	185		ROOF PATCH REPAIR @SENIOR CTR, MAY '13 - SR CTR	05/02/2013	350.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	5/13		
Total RIMROCK ROOFING:							350.00	.00				
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	Q74526		3 EA HIGH LIFT NOTCH MOWER BLADES, AUG '13 - PARKS	08/05/2013	85.05	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	1004	8/13		
478	ROCKY MOUNTAIN TURF & INDUSTRI	Q74553		3 EA MEDIUM LIFT MOWER BLADES, AUG '13 - PARKS	08/05/2013	68.67	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	1004	8/13		
Total ROCKY MOUNTAIN TURF & INDUSTRI:							153.72	.00				
SAFELINK INTERNET SERVICES, LLC.												
879	SAFELINK INTERNET SERVICES, LLC.	20130801-1		DIAL UP EQUIP, AUG '13 - WATER	08/01/2013	38.35	.00	20-6052 CONTRACT SERVICES	0	8/13		
879	SAFELINK INTERNET SERVICES, LLC.	20130801-1		DIAL UP EQUIP, AUG '13 - SEWER	08/01/2013	45.64	.00	21-6052 CONTRACT SERVICES	0	8/13		
879	SAFELINK INTERNET SERVICES, LLC.	20130801-1		DIAL UP EQUIP, AUG '13 - P.I.	08/01/2013	15.96	.00	25-6052 CONTRACT SERVICES	0	8/13		
Total SAFELINK INTERNET SERVICES, LLC.:							99.95	.00				

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	06262013	781	CAR. (J.MARSH)	06/26/2013	.65	.00	20-6270 TRAVEL EXPENSES	0	6/13		
1444	U.S. BANK (VISA)	06262013	781	PARKING AT CAPITAL TERRACE PARKING GARAGE FOR MERCER HEALTH BENEFITS MEETING-ADMIN. CAR. (J.MARSH)	06/26/2013	.80	.00	21-6270 TRAVEL EXPENSES	0	6/13		
1444	U.S. BANK (VISA)	06262013	781	PARKING AT CAPITAL TERRACE PARKING GARAGE FOR MERCER HEALTH BENEFITS MEETING-ADMIN. CAR. (J.MARSH)	06/26/2013	.17	.00	25-6270 TRAVEL EXPENSES	0	6/13		
1444	U.S. BANK (VISA)	261417271		ANNUAL RENEWAL OF CITY DOMAIN NAME, AUG '13-ADMIN	07/04/2013	37.99	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	0	8/13		
Total U.S. BANK (VISA):							300.47	.00				
UNITED OIL												
316	UNITED OIL	362484	862	3,010.8 GALS NON-HWY DIESEL FOR PLANT, JULY '13-N.WWTP	07/31/2013	10,564.90	.00	21-6300 FUEL	0	7/13		
316	UNITED OIL	362485		1478.4 GALS UNLEADED FUEL FOR PLANT, JULY '13 - N.WWTP	07/31/2013	5,641.57	.00	21-6300 FUEL	0	7/13		
Total UNITED OIL:							16,206.47	.00				
USA BLUE BOOK												
265	USA BLUE BOOK	110828		ODOR KNOCKER MANHOLE INSERT, JULY '13 - SEWER	07/30/2013	399.95	.00	21-6150 MAINT. & REPAIRS-SYSTEM	0	7/13		
Total USA BLUE BOOK:							399.95	.00				
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	21019		LOCKBOX, JULY '13 - CITY HALL	07/31/2013	85.84	.00	01-6190 POSTAGE & BILLING	0	7/13		

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
857	VALLI INFORMATION SYSTEMS, INC	21019		LOCKBOX, JULY '13 - WATER	07/31/2013	141.69	.00	20-6190, POSTAGE & BILLING	0	7/13		
857	VALLI INFORMATION SYSTEMS, INC	21019		LOCKBOX, JULY '13 - SEWER	07/31/2013	168.63	.00	21-6190, POSTAGE & BILLING	0	7/13		
857	VALLI INFORMATION SYSTEMS, INC	21019		LOCKBOX, JULY '13 - P.I.	07/31/2013	58.99	.00	25-6190, POSTAGE & BILLING	0	7/13		
Total VALLI INFORMATION SYSTEMS, INC:							455.15	.00				
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9709051299		MOBILE PHONES, JULY '13 - PARKS	07/28/2013	157.49	.00	01-6255 TELEPHONE	1004	7/13		
1575	VERIZON WIRELESS	9709051299		MOBILE PHONES, JULY '13 - BLDG INSP	07/28/2013	49.84	.00	01-6255 TELEPHONE	1005	7/13		
1575	VERIZON WIRELESS	9709051299		MOBILE PHONES, JULY '13 - WATER	07/28/2013	343.47	.00	20-6255 TELEPHONE EXPENSE	0	7/13		
1575	VERIZON WIRELESS	9709051299		MOBILE PHONES, JULY '13 - SEWER	07/28/2013	441.21	.00	21-6255 TELEPHONE EXPENSE	0	7/13		
1575	VERIZON WIRELESS	9709051299		MOBILE PHONES, JULY '13 - P.I.	07/28/2013	85.74	.00	25-6255 TELEPHONE EXPENSE	0	7/13		
Total VERIZON WIRELESS:							1,077.75	.00				
VICTORY GREENS												
364	VICTORY GREENS	313213	883	8 YDS. PLAYGROUND BARK, JULY '13 - PARKS	07/31/2013	319.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/13		
364	VICTORY GREENS	313221		8 YDS PLAYGROUND CHIPS, AUG '13 - PARKS	08/01/2013	319.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/13		

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 VICTORY GREENS:												
						639.20	.00					
W.W. GRAINGER												
162	W.W. GRAINGER	9206094584		PAPER TOWEL DISPENSERS FOR GREENBELT RESTROOMS. JULY '13 - PARKS	07/31/2013	116.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	7/13		
Total W.W. GRAINGER:												
						116.80	.00					
WASHINGTON LEGAL JOURNAL DBA												
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. UTILITY BILLING. CLERK HELP WANTED. JULY '13 - ADMIN	08/01/2013	1.25	.00	01-6125 LEGAL PUBLICATIONS	0	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. UTILITY BILLING. CLERK HELP WANTED. JULY '13 - WATER	08/01/2013	1.66	.00	20-6125 LEGAL PUBLICATIONS	0	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. UTILITY BILLING. CLERK HELP WANTED. JULY '13 - SEWER	08/01/2013	1.67	.00	21-6125 LEGAL PUBLICATIONS EXPENSE	0	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. UTILITY BILLING. CLERK HELP WANTED. JULY '13 - P.I.	08/01/2013	.42	.00	25-6125 LEGAL PUBLICATIONS	0	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. SUP FOR KUNA. REZONE PROPERTY. JULY '13 - P & Z	08/01/2013	63.36	.00	01-6125 LEGAL PUBLICATIONS	1003	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE FOR LEI ENGINEERS PRELIM. PLAT. JULY '13 - P & Z	08/01/2013	70.08	.00	01-6125 LEGAL PUBLICATIONS	1003	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. SUMMARY OF ORDINANCE AMENDING MUNICIPAL CODE. JULY '13 - ADMIN	08/01/2013	81.60	.00	01-6125 LEGAL PUBLICATIONS	0	7/13		
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE. SUMMARY OF ORDINANCE TO REZONE PROPERTY. JULY '13 - P & Z	08/01/2013	51.84	.00	01-6125 LEGAL PUBLICATIONS	1003	7/13		

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
1602	WASHINGTON LEGAL JOURNAL DBA	56978		LEGAL NOTICE, SUMMARY OF ORDINANCE TO ANNEX PROPERTY, JULY '13 - P & Z	08/01/2013	74.88	.00	01-6125 LEGAL PUBLICATIONS	1003	7/13		
Total WASHINGTON LEGAL JOURNAL DBA:												
						346.76	.00					
WATER DEPOSIT REFUNDS #4												
1627	WATER DEPOSIT REFUNDS #4	08122013		M. PIERONI, #255035.02 - ACCT OVERPMT	08/12/2013	64.32	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	110350.02		K.L.WRIGHT, #110350.02 - WATER DEP REF	08/01/2013	8.30	.00	20-2200 WATER DEPOSITS HELD	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	130670.03		J. CRAWFORD, #130670.03 - WATER DEP REF	08/01/2013	42.43	.00	20-2200 WATER DEPOSITS HELD	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	150020.02		C. WOODLAND, #150020.02 - ACCT OVERPMT	08/14/2013	57.63	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	151310.01		K. FORREY, #151310.1 - ACCT OVERPMT	08/05/2013	67.88	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	160070.02		B. ELTON, #160070.02 - ACCT OVERPMT	08/08/2013	73.63	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	170610.01C		W. AKE, #170610.01 - ACCT OVERPMT	08/07/2013	59.05	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	183310.01		T. ZURAFF/REALTY HOMETENDING, #183310.01 - ACCT OVERPMT	08/06/2013	83.91	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	191131.01		T. PROPERTIES, #191131.01 - ACCT OVERPMT	08/21/2013	115.11	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	200565.01		H. KLEIN %J.KLEIN, #200565.02 - ACCT OVERPMT	08/08/2013	32.11	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	20100.02		A. REEDY, #20100.02 - WATER DEP REF	07/29/2013	100.00	.00	20-2200 WATER DEPOSITS HELD	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	202085.03		M. COOK, #202085.03 - ACCT OVERPMT	08/01/2013	51.56	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	220810.02		T. SCHROEDER, #220810.02 - WATER DEP REF	08/05/2013	18.90	.00	20-2200 WATER DEPOSITS HELD	0	8/13		

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
1627	WATER DEPOSIT REFUNDS #4	230645.01		C.B.H.-HOMES.#230645.01 - ACCT OVERPMT	08/06/2013	39.06	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	250045.03		MARKET PLACE MORT.%BEN GOFF.WATER DEP REF	08/12/2013	45.73	.00	20-2200 WATER DEPOSITS HELD	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	260525.02		K.BROWN.#260525.02-ACCT OVERPMT	08/12/2013	87.56	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	272065.01		K.NAGRONE.#272065.01 - WATER DEP REF	08/06/2013	66.33	.00	20-2200 WATER DEPOSITS HELD	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	280590.01		TAYLOR MADE FENCE.#280590.01 - ACCT OVERPMT	08/08/2013	33.49	.00	99-1075 Utility Cash Clearing	0	8/13		
1627	WATER DEPOSIT REFUNDS #4	70730.00		T.NOONER.#70730.00 - ACCT OVERPMT	08/12/2013	57.90	.00	99-1075 Utility Cash Clearing	0	8/13		
Total WATER DEPOSIT REFUNDS #4:							1,104.90					
WATERBOY PUMP LLC												
1475	WATERBOY PUMP LLC	1332	895	PUMP MOTOR FOR TOMORROW WELL, AUG '13 - J. YERTON	08/06/2013	5,896.30	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/13		
Total WATERBOY PUMP LLC:							5,896.30					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0206141		RECORDS DESTRUCTION FOR JULY '13 - ADMIN	08/01/2013	5.52	.00	01-6052 CONTRACT SERVICES	0	7/13		
1633	WESTERN RECORDS DESTRUCTION, INC.	0206141		RECORDS DESTRUCTION FOR JULY '13 - P & Z	08/01/2013	2.76	.00	01-6052 CONTRACT SERVICES	1003	7/13		
1633	WESTERN RECORDS DESTRUCTION, INC.	0206141		RECORDS DESTRUCTION FOR JULY '13 - WATER	08/01/2013	6.41	.00	20-6052 CONTRACT SERVICES	0	7/13		
1633	WESTERN RECORDS DESTRUCTION, INC.	0206141		RECORDS DESTRUCTION FOR JULY '13 - SEWER	08/01/2013	7.64	.00	21-6052 CONTRACT SERVICES	0	7/13		

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
1633	WESTERN RECORDS DESTRUCTION, INC.	0206141		RECORDS DESTRUCTION FOR JULY '13 - P.I.	08/01/2013	2.67	.00	25-6052 CONTRACT SERVICES	0	7/13		
Total WESTERN RECORDS DESTRUCTION, INC.:												
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	WO070091828	875	INSPECT GENERATOR CEDAR WELL, JULY '13 - VENDOR	07/30/2013	290.46	.00	20-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091829	880	INSPECT GENERATOR TEN MILE L/S, JULY '13 - VENDOR	07/30/2013	334.61	.00	21-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091831	878	GENERATOR MAINTENANCE DANKIN L/S, JULY '13 - VENDOR	07/30/2013	735.96	.00	21-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091832	876	INSPECT GENERATOR WELL #6, JULY '13 - VENDOR	07/30/2013	749.24	.00	20-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091833	879	GENERATOR MAINTENANCE CRIMSON PT L/S, JULY '13 - VENDOR	07/30/2013	740.57	.00	21-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091834	874	INSPECT GENERATOR DANKIN WELL, JULY '13 - VENDOR	07/30/2013	290.46	.00	20-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091835	877	ENGINE/GENERATOR MAINTENANCE DEERHORN L/S, JULY '13 - VENDOR	07/30/2013	592.68	.00	21-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
98	WESTERN STATES EQUIPMENT CO.	WO070091836	873	INSPECT GENERATOR BUTLER WELL, JULY '13 - VENDOR	07/30/2013	290.46	.00	20-6150 MAINT. & REPAIRS- SYSTEM	0	7/13		
Total WESTERN STATES EQUIPMENT CO.:												
WHEELER SHEET METAL												
341	WHEELER SHEET METAL	4206		CHANGE A/C COMPRESSOR WELL #6: CHANGE PC BOARD @ DANKIN WELL, JULY '13 - WATER	07/26/2013	2,380.00	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/13		
Total WESTERN STATES EQUIPMENT CO.:												

Payment Approval Report - City Council Approval
Report dates: 8/12/2013-8/12/2013

City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WHEELER SHEET METAL:												
						2,380.00	.00					
ZAMZOWS												
66	ZAMZOWS	922964	866	PEPPER POPPERS, STOP ROT, THRIVE, FERTILIZER FOR COMMUNITY GARDEN, JULY '13 - B. WITHROW	07/30/2013	102.94	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/13		
Total ZAMZOWS:												
						102.94	.00					
Grand Totals:												
						305,424.55	.00					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

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

RESOLUTION NO. R21-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT RELEASE AND ASSUMPTION AGREEMENT BETWEEN JLJ ENTERPRISES, INC., AND E4 PARTNERSHIP, LLLP AND COREY BARTON HOMES, INC. DBA, CBH HOMES.

WHEREAS, the JLJ Enterprises, Inc. and the City of Kuna entered into a reimbursement agreement on September 24, 2007; and

WHEREAS, JLJ Enterprises, Inc. has assigned its right, title and interest to E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes; and

WHEREAS, Said reimbursement agreement requires that the City of Kuna give written consent to an assignment.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Assignment Release and Assumption Agreement consenting to the assignment of said agreement to E4 Partnership, LLLP and Corey Barton Homes, Inc. dba CBH homes.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of August 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of August 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

ASSIGNMENT RELEASE AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT RELEASE AND ASSUMPTION AGREEMENT (hereinafter referred to as "Agreement"), made this 2nd day of August, 2013 ("Effective Date"), by and between JLJ ENTERPRISES, INC. aka JLJ Enterprises, LLC, an Idaho corporation (hereinafter referred to as "JLJ") and E4 Partners LLLP, an Idaho limited liability limited partnership ("E4") and Corey Barton Homes, Inc., dba CBH Homes, an Idaho corporation ("CBH"). E4 and CHB are sometimes collectively referred to herein as "Assignees."

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties here to covenant and agree as follows:

1. As of the Effective Date, JLJ hereby assigns, transfers and/or conveys to E4 and CBH any and all of its right, title and interest JLJ may have in the Danskin Off Site Sewer Reimbursement Agreement between the City of Kuna and JLJ dated September 24, 2007 ("Danskin Reimbursement Agreement"). Said assignment shall also include any and all sums held by the City of Kuna on account of the Danskin Reimbursement Agreement as of the Effective Date and any and all sums collected by the City of Kuna for distribution as anticipated in the Danskin Reimbursement Agreement that have not been paid. JLJ, and Jim Jewett personally, represent and warrant that i) JLJ holds a 23.86% interest in the unpaid, undistributed sums payable pursuant to the Danskin Reimbursement Agreement and any and all sums collected by the City of Kuna for distribution as anticipated in the Danskin Reimbursement Agreement that have not been paid, free and clear of any mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions. This conveyance shall vest a 20% interest in E4, and a 3.86% interest in CBH, in and to the Danskin Reimbursement Agreement and ii) JLJ has not received any payments on account of the Danskin Reimbursement Agreement in the thirty (30) days prior to the Effective Date.

2. The parties acknowledge that there is an interest provision in the Danskin Reimbursement Agreement that transfers with this assignment.

3. The parties acknowledge that there is an expiration clause in the Danskin Reimbursement Agreement and agree to the terms of the expiration clause.

4. 5. JLJ shall upon either E4 or CBH's request take such action and duly execute such other documents as Assignees or the City of Kuna may require in order to establish Assignee's rights to the interests assigned under this Agreement. The parties acknowledge that the assignment of the Danskin Reimbursement Agreement may be subject to the written consent of the City of Kuna, pursuant to paragraph K of said agreement. JLJ and Assignees waive any claim the other may have to invalidate or rescind this Agreement in the event the City of Kuna fails to consent to the assignment described herein. If the City of Kuna fails to consent to this

assignment and assumption, JLJ does hereby grant Assignees a security interest in the Danskin Reimbursement Agreement as well as the proceeds therefrom, and shall upon the demand of Assignees, direct the City to deposit any and all proceeds into an account under the control of Assignees. JLJ hereby consents to Assignees recording a financing statement with the Secretary of State of Idaho reflecting these terms.

5. If after the Effective Date of this Agreement, JLJ receives any installment payment(s) or other form of reimbursement arising under the Danskin Reimbursement Agreement, JLJ shall immediately notify Assignees of the same and shall hold the same in trust for Assignees. Without demand, JLJ shall immediately sign over and/or pay to Assignees any installment payments or other form of reimbursement that it receives under the Danskin Reimbursement Agreement after the Effective Date.

6. 7. JLJ hereby agrees to indemnify, defend, and hold Assignees, their successors, and assigns harmless from and against any and all claims, liabilities, obligations, costs, and expenses, including reasonable attorney fee arising out of or related to any breach or inaccuracy of any representation or warranty of JLJ made in this Agreement. Each party to this Agreement, on behalf of itself, represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and that the persons signing on behalf of each entity are authorized to bind the party to the terms of this Agreement.

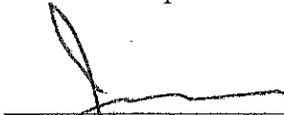
7. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

8. This Agreement will be governed by and construed in accordance with the laws of the state of Idaho, without regard to conflict of laws principles.

9. 11. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

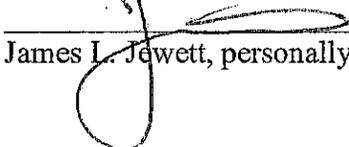
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JLJ ENTERPRISES, INC.,
an Idaho corporation



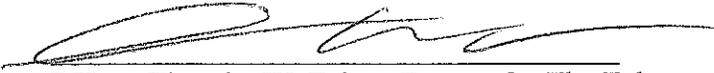
BY: James L. Jewett, President

James L. Jewett, personally, as to representations and warranties, contained in Paragraph 1,



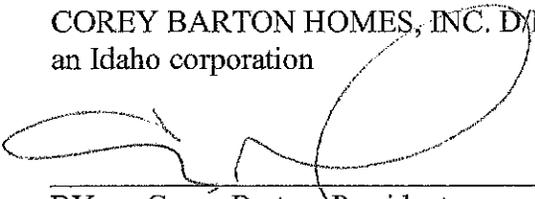
James L. Jewett, personally

E4 Partners LLLP,
an Idaho limited liability limited partnership



BY: Timothy W. Eck as Trustee for The Eck
Children's Trust A and B, General Partners of
E4 Partners LLLP

COREY BARTON HOMES, INC. D/B/A CBH Homes,
an Idaho corporation



BY: Corey Barton, President

ACKNOWLEDGED AND ACCEPTED BY:
The City of Kuna, Idaho

BY: W. Greg Nelson, Its Mayor

REIMBURSEMENT AGREEMENT

THIS AGREEMENT made this 29th day of September 2007, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and JIJ ENTERPRISES, INC., hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, it is the declared policy of CITY to enhance and preserve the quality and value of water resources of the State of Idaho, to assist in the prevention, control and abatement of water pollution, and to conform to the expressed intent of the Congress of the United States and the Legislature of the State of Idaho to abate pollution of streams and lakes; and

WHEREAS, on January 4, 1983, pursuant to Ordinance No. 281, CITY adopted an updated Kuna Sanitary Sewer System; and

WHEREAS, in implementing the updated Kuna Sanitary Sewer Plan, it is the further declared policy of CITY to extend the Kuna City Sewerage System to areas inside and outside the corporate limits of CITY not now served by a sewerage system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER owns land inside/outside the corporate limits of Kuna City and did construct a sewerage system to the property known as the Danskin Lift Station as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewerage system; and

WHEREAS, upon recommendation of the City Engineer, the City Council accepted and approved the proposal of DEVELOPER subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewerage system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewerage system.

B. Construction of Sewerage System.

(1) DEVELOPER did install, construct and erect the sewerage system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewerage system described on Exhibit "A."

(3) CITY did provide or cause to be provided all inspection for the construction of the sewerage system described on Exhibit "A."

C. Letting Bids. DEVELOPER did call for bids to be made and published which requested bid proposals for construction of the sewerage system from at least three (3) licensed public works contractors. DEVELOPER did award to the lowest responsible bidder. DEVELOPER did not make award until after concurrence was obtained from CITY of low bidder. DEVELOPER did submit a tabulation of all bids received.

D. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewerage system as shown on Exhibit "A," CITY shall reimburse to DEVELOPER up to \$1,747,664.61 as follows:

Offsite Sewer Improvements: By refunding a "late comer fee" to be collected on all future sewer connections located in the "Area of Reimbursement" identified on Exhibit "A" by CITY in accordance with the current Kuna City Ordinance 281 in effect at the time the building permit is issued. The total eligible reimbursable costs for offsite sewer improvements are \$1,747,664.61. The total number of estimated future sewer connections or Equivalent Dwelling Units (EDUs) in the "Area of Reimbursement" identified on Exhibit "A" is 4,590. The "late comer fee" to be collected by the CITY in the "Area of Reimbursement" equals \$419 per sewer connection or Equivalent Dwelling Unit (EDU). The CITY will retain a 10% administration fee in accordance with the current Kuna City Ordinance 281. The remaining \$381 per EDU will be refunded to the DEVELOPER in accordance with the current Kuna City Ordinance 281.

Reimbursement to DEVELOPER shall not be made until final completion of the project, CITY'S review and concurrence of all eligible bills incurred by DEVELOPER, and submittal of lien releases for the Engineer and Prime Contractor.

E. Audit Period. CITY will make an audit of this agreement on a quarterly basis beginning on the date of this agreement, or shortly thereafter, and refund one hundred percent (100%) of the applicable fees collected during the audit period.

F. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) years from the date of execution of the agreement by CITY or until such time as reimbursement has been fully paid, whichever comes first.

G. Sewer Lines on DEVELOPER'S Property. As a condition for CITY entering this Agreement, DEVELOPER shall:

Submit to inspection by either the Department of Public Works or the Department of Building of CITY whenever a building is to be connected to the sewerage system constructed and installed on and within its property.

H. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewerage system upon and within DEVELOPER'S property, shall be at DEVELOPER'S sole expense. This condition shall not be construed to include the "Onsite Sewer Improvements" of the sewerage system on Exhibit "A."

I. Compliance with Laws.

(1) In constructing and installing the sewerage system within its property, DEVELOPER, at its sole expense, shall comply with laws, orders and regulations of Federal, State and Municipal authorities and at its sole expense shall obtain all licenses or permits which are required for the performance of this Agreement.

(2) Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewerage systems.

J. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees. In addition, DEVELOPER shall maintain, and specifically agrees that it will maintain, for a period of one year from the date of this Agreement, liability insurance in which CITY shall be named insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The

limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, DEVELOPER covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions or judgments for damages or liability to persons or property. DEVELOPER shall provide CITY with a Certificate of Insurance or other proof of insurance evidencing DEVELOPER'S compliance with the requirements of this paragraph and file such proof of insurance with the Public Works Department. In the event the insurance minimums of the Idaho Tort Claims Act are changed, CITY shall notify DEVELOPER of the change, and DEVELOPER shall immediately submit proof of compliance with the changed limits.

K. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

L. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

M. Binding Effect. An executed copy of this document shall be recorded in the office of the Ada County Recorder and is an Encumbrance which shall be binding upon all of DEVELOPER'S assigns, or successors in interest to said property.

N. DEVELOPER covenants, warrants and agrees to annexation to the corporate limits of the City of Kuna at such time as the above described property becomes adjacent, contiguous and legally annexable to the City of Kuna.

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 26th day of September, 2007, before me, the undersigned, personally appeared J. SCOTT DOWDY and Synda Burgess Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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



Shawn M. [Signature]
Notary Public for Idaho
Residing at BOISE, Idaho
My commission expires: 8/12/08

Danskin Offsite Sewer-W/ JRW REVISIONS
Scheduled Master Latecomers Agreement
JLJ ENTERPRISES, INC.

Revised

1/10/2007

ITEM	DESCRIPTION	CONTRACTOR	UNIT	AMT	UNIT RATE	TOTAL	Eligible COSTS
A. DESIGN/ENGINEERING							
1	ENGINEERING-DESIGN	W&H	LS	1	\$ 38,462.91	\$ 38,462.91	\$ 38,462.91
2	SURVEYING/REPINING	ARROW	LS	1	\$ 500.00	\$ 500.00	\$ 500.00
3	ENGINEERING-CORRIDOR SURVEY	W&H	LS	1	\$ 8,775.00	\$ 8,775.00	\$ 8,775.00
4	ENGINEERING-STAKING (PIPE)	W&H	LS	1	\$ 16,850.00	\$ 16,850.00	\$ 16,850.00
11	ENGINEERING-STAKING (LIFT/STATION)	W&H	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
7	PLAN COPIES	JLJ	LS	1	\$ 712.68	\$ 712.68	\$ 712.68
8	OBSERVATION	W&H	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
12	RECORD DRAWINGS- GRAVITY SEWER	W&H	LS	1	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00
13	RECORD DRAWINGS- WATER	W&H	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
14	RECORD DRAWINGS- FORCE MAIN	W&H	LS	1	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
10	SOILS EROSION PLAN / MONITORING	JLJ	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
11	DESIGN/ENGINEERING CREDIT	W&H	LS	1	\$ (10,660.00)	\$ (10,660.00)	\$ (10,660.00)
						DESIGN/ENGINEERING TOTAL	\$ 68,390.59
B. BONDS							
1	IDAHO POWER BOND (UNUSUAL CONDITIONS)	IDAHO POWER	LS	1	\$ 1,368.00	\$ 1,368.00	\$ 1,368.00
						BONDS TOTAL	\$ 1,368.00
C. FEES							
1	AGHD/PERMITS	ACHD	LS	1	\$ 4,575.00	\$ 4,575.00	\$ 4,575.00
2	KUNA CITY REVIEW FEES- KEVEN SHREEVE	CITY OF KUNA	LS	1	\$ 866.25	\$ 866.25	\$ 866.25
3	KUNA CITY REVIEW FEES- KELLER AND ASSOC.	CITY OF KUNA	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
						FEES TOTAL	\$ 14,441.25
D. FENCE REMOVAL/REPAIR-TEN MILE							
1	FENCE REMOVAL	JLJ	LS	1	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00
2	REPLACE EXISTING FENCE- CHAIN LINK	BUTTE	LS	1	\$ 340.10	\$ 340.10	\$ 340.10
3	REPLACE EXISTING FENCE- 3 STRAND BARB WIRE	BUTTE	LS	1	\$ 1,072.80	\$ 1,072.80	\$ 1,072.80
						FENCE TOTAL	\$ 3,102.90
E. IRRIGATION-GRAVITY-ONSITE							
1	LABOR/EQUIPMENT (BUTTERFIELDS)	CON EX	LS	1	\$ 17,437.00	\$ 17,437.00	\$ 17,437.00
2	PARTS	CON EX	LS	1	\$ 9,979.18	\$ 9,979.18	\$ 9,979.18
						IRRIGATION-GRAVITY TOTAL	\$ 27,416.18
F. PAVING/BASE COURSE							
1	TYPE C SURFACE RESTORATION 3/4 GRAVEL	BROWN	EA	1	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
2	TYPE P SURFACE RESTORATION ASPHALT	BROWN	EA	1	\$ 35,300.00	\$ 35,300.00	\$ 35,300.00
3	TRAFFIC CONTROL	BROWN	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
5	EROSION CONTROL	JLJ/SPECIALTY	LS	1	\$ 3,827.01	\$ 3,827.01	\$ 3,512.11
6	PORTABLE RESTROOM	A COMPANY	LS	1	\$ 885.94	\$ 885.94	\$ 885.94
						PAVING/BASE TOTAL	\$ 59,912.96
G. POWER/IDAHO POWER							
1	POWER-ENG FEES	IDAHO POWER	LS	1	\$ 1,080.00	\$ 1,080.00	\$ 1,080.00
2	PERMIT FEES	IDAHO POWER	LS	1	\$ 400.00	\$ 400.00	\$ 400.00
3	POWER	IDAHO POWER	LS	1	\$ 50,058.00	\$ 50,058.00	\$ 50,058.00
4	STEP-DOWN	IDAHO POWER	LS	1	\$ 41,872.00	\$ 41,872.00	\$ 41,872.00
						POWER/IDAHO POWER TOTAL	\$ 92,940.50
H. PRESSURE SEWER							
1	PRESSURE SEWER 12"	BROWN	LF	1020	\$ 28.50	\$ 29,070.00	\$ 29,070.00
2	PRESSURE SEWER 10"	BROWN	LF	5849	\$ 23.50	\$ 137,451.50	\$ 137,451.50
3	SEWAGE COMBO AIR VALVE	BROWN	EA	3	\$ 8,159.00	\$ 24,477.00	\$ 24,477.00
4	CREEK CROSSING	BROWN	EA	1	\$ 9,220.00	\$ 9,220.00	\$ 9,220.00
5	PRESSURE CLEANOUTS	BROWN	EA	11	\$ 3,750.00	\$ 41,250.00	\$ 41,250.00
6	TRACER WIRE BOXES	BROWN	EA	14	\$ 205.00	\$ 2,870.00	\$ 2,870.00
7	MISC ANGLE TEES	BROWN	LS	1	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00
8	TE INTO MANHOLE	BROWN	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
9	12" VALVES	BROWN	EA	2	\$ 1,289.00	\$ 2,578.00	\$ 2,578.00
10	10" VALVES	BROWN	EA	9	\$ 1,083.00	\$ 9,567.00	\$ 9,567.00
						PRESSURE SEWER TOTAL	\$ 267,533.50
I. SANITARY SEWER							
2	21" PVC PIPE	BROWN	LF	2384	\$ 53.00	\$ 126,352.00	\$ 83,440.00
3	21" PVC PIPE (OFFSITE)	BROWN	LF	1230	\$ 53.00	\$ 65,190.00	\$ 65,190.00
						SEWER TOTAL	\$ 191,542.00
J. SAW ROCK							
2	DEPTH SEWER 8"	LANCASTER	LF	0	\$ 27.50	\$	\$
3	DEPTH SEWER 10"	LANCASTER	LF	9	\$ 30.00	\$ 270.00	\$ 22.50
6	DEPTH SEWER 12"	LANCASTER	LF	219	\$ 40.00	\$ 8,760.00	\$ 2,737.50
7	DEPTH SEWER 18"	LANCASTER	LF	375	\$ 45.00	\$ 16,875.00	\$ 6,662.50
6	DEPTH SEWER 14"	LANCASTER	LF	937	\$ 50.00	\$ 46,850.00	\$ 21,082.50
9	DEPTH SEWER 15"	LANCASTER	LF	637	\$ 55.00	\$ 35,038.00	\$ 17,517.50
14	PRESSURE SEWER	LANCASTER	LS	1	\$ 7,810.00	\$ 7,810.00	\$ 4,100.00
15	MAN HOLES	LANCASTER	LS	1	\$ 11,700.00	\$ 11,700.00	\$ 4,680.00
						SAW ROCK TOTAL	\$ 127,300.00

ITEM	DESCRIPTION	CONTRACTOR	UNIT	AMT	UNIT RATE	TOTAL	Eligible COSTS	
L BUTTERFIELDS LAWN REPAIR								
1	TOPSOIL	JLJ	LS	1	1,125.00	\$ 1,125.00	\$ 1,125.88	
2	EQUIPMENT	JLJ	LS	1	392.71	\$ 392.71	\$ 392.71	
3	FIELD SUPERVISOR	JLJ	HR	1	1,102.50	\$ 1,102.50	\$ 1,102.50	
4	LABOR	JLJ	HR	1	476.25	\$ 476.25	\$ 476.25	
5	SPRINKLER PARTS	JLJ	LS	1	762.00	\$ 762.00	\$ 762.00	
6	HYDROSEED LAWN	JLJ	LS	1	840.54	\$ 840.54	\$ 840.54	
						PROPERTY MAINTENANCE	\$ 4,699.98	\$ 4,699.98

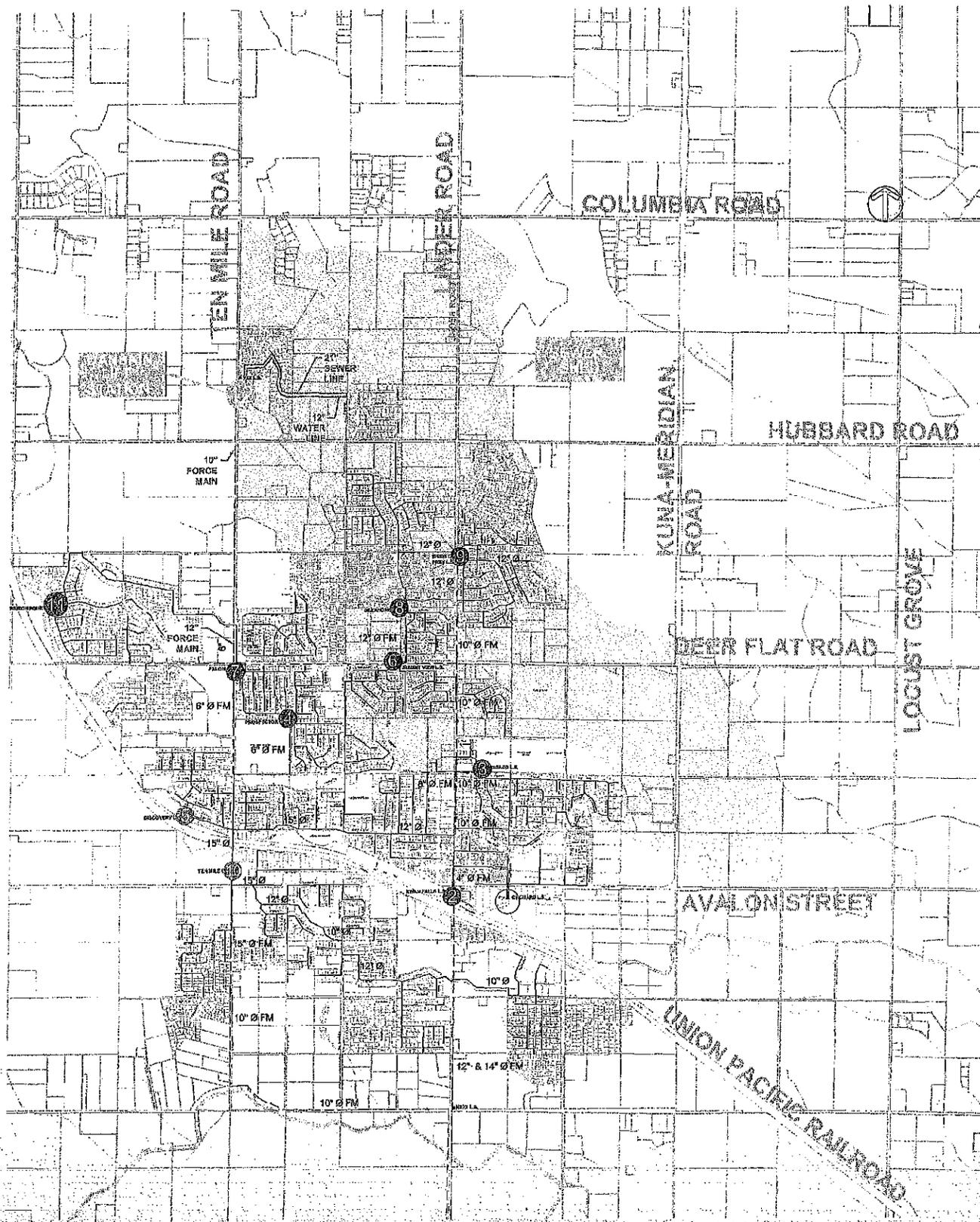
M LIFT STATION								
1	LIFT STATION PACKAGE	CHALLENGER/WESTPARK	LS	1	363,752.00	\$ 363,752.00	\$ 363,752.00	
2	SAW ROCK LIFT STATION	LANCASTER/WESTPARK	LS	1	5,000.00	\$ 5,000.00	\$ 5,000.00	
3	FILL LIFT STATION AREA AND ACCESS ROAD	BROWN	CY	57.0	250.00	\$ 14,275.00	\$ 14,275.00	
4	AGGREGATE FILL	BROWN	LS	1	1,038.50	\$ 1,038.50	\$ 1,038.50	
6	CHAINLINK FENCING	BUTTE	LS	1	9,441.62	\$ 9,441.62	\$ 9,441.62	
7	RAISE VAULT AND VALVE BOX	BROWN	LS	1	6,496.00	\$ 6,496.00	\$ 6,496.00	
8	RAISE MANHOLE	BROWN	LS	1	1,850.00	\$ 1,850.00	\$ 1,850.00	
9	C.O. 1 RAISE GRADE	CHALLENGER	LS	1	5,400.00	\$ 5,400.00	\$ 5,400.00	
10	C.O. 3 WET WELL SUPPORTS	CHALLENGER/WESTPARK	LS	1	1,782.50	\$ 1,782.50	\$ 1,782.50	
11	C.O. 4 PIPE CHANGE	CHALLENGER/WESTPARK	LS	1	1,624.77	\$ 1,624.77	\$ 1,624.77	
						LIFT STATION TOTAL	\$ 410,660.39	\$ 410,660.39

N PHONE								
1	QWEST PHONE LINE	B&B	LS	1	379.00	\$ 379.00	\$ 379.00	
						PHONES TOTAL	\$ 379.00	\$ 379.00

TOTALS CONSTRUCTION MANAGEMENT	JLJ	8%	\$ 1,269,887.24	\$ 1,165,862.84
TOTAL CONSTRUCTION COSTS			\$ 1,404,166.77	\$ 1,248,331.87
TOTAL INTEREST		8%		\$ 499,332.75
TOTAL ELIGIBLE COSTS				<u>\$ 1,747,664.61</u>
LATE-COMER FEE PER EDU (4,590 Participating EDUs)				\$ 381.00 <i>for only</i>
CITY ADMINISTRATION FEE (10%)				\$ 36.00 <i>reimburse</i>
TOTAL ASSESSMENT PER EDU				\$ 419.00 <i>assessment</i>

CITY OF KUNA

DANGKIN LIFT STATION PROJECT



Keller Engineering & Construction, Inc. 11/15/13



Professional Agreement 56705 SK

RESOLUTION NO. R22-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN E4 PARTNERSHIP, LLLP AND COREY BARTON HOMES, INC. DBA, CBH HOMES AND THE CITY OF KUNA, ALLOCATING THE REIMBURSEMENT PAYMENTS AS AGREED TO BY AND BETWEEN E4 PARTNERSHIP, LLLP AND COREY BARTON HOMES, INC., DBA CBH HOMES.

WHEREAS, E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes have acquired all right, title and interest to the reimbursements, pursuant to their agreement with JLJ Enterprises, Inc., related to the Danskin Lift Station; and

WHEREAS, E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes have agreed to an allocation of 80%/20% of reimbursements to be paid by the City to E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes; and

WHEREAS, E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes have requested that the City send out separate reimbursements to E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Amendment to Reimbursement Agreement between E4 Partnership, LLLP and Corey Barton Homes, Inc. dba CBH homes and the City of Kuna defining the allocation of reimbursements payments to E4 Partnership, LLLP and Corey Barton Homes, Inc., dba CBH Homes.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of August 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of August 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

AMENDMENT TO REIMBURSEMENT AGREEMENT

This *Amendment to Reimbursement Agreement* (“Agreement”) is made by and between the city of Kuna (Kuna), and E4 Partners LLLP (E4), an Idaho limited liability limited partnership, its affiliates, successors, assigns and agents, and Corey Barton Homes, Inc., an Idaho corporation, dba CBH Homes (CBH), its affiliates, successors, assigns and agents.

RECITALS

- A. WHEREAS, the city of Kuna, Idaho is a municipality, duly organized pursuant to the laws of the state of Idaho; and
- B. WHEREAS, JLJ Enterprises, Inc. is a corporation, duly organized and in good standing according to the laws of the state of Idaho; and
- C. WHEREAS, E4 Partners LLLP, is an Idaho limited liability limited partnership Inc., duly organized and in good standing according to the laws of the state of Idaho; and
- D. WHEREAS, Corey Barton Homes, Inc., dba CBH Homes, is a corporation, duly organized and in good standing according to the laws of the state of Idaho an Idaho corporation Inc.; and
- E. WHEREAS, on September 24, 2007, Kuna entered into an agreement entitled *Reimbursement Agreement* with JLJ Enterprises, Inc. (a copy is attached hereto as Exhibit A). The purpose of this agreement was to reimburse for the construction of a wastewater lift station commonly referred to as the Danskin Lift Station; and
- F. WHEREAS, on August 2, 2013, E4 and CBH entered into an agreement entitled *Assignment Release and Assumption Agreement* (a copy is attached hereto as Exhibit B) with JLJ Enterprises, Inc. This agreement assigns, transfers and/or conveys to E4 and CBH any and all right, title and interest JLJ Enterprises, Inc. may have in the *Reimbursement Agreement* (for specifics, see Exhibit A); and
- G. WHEREAS, it is necessary to amend the *Reimbursement Agreement* to allow Kuna to pay the reimbursements to E4 and CBH in the pro rata percentage as E4 and CBH have agreed to, and each does hereby confirm by their signatures herein that the pro rata allocation is agreed to between them and they forever waive, release and hold harmless Kuna to any distribution that it may make in conformance of this agreement.

AMENDMENT

1. *Scope of Agreement*: This amendment is limited to amending the *Reimbursement Agreement* as it relates to the party or parties who the reimbursement agreement payment is payable to, and all other terms and conditions remain in effect without modification.

2. Amendment: Paragraph D is hereby amended to read (starting a new paragraph after the last paragraph of D:

Based upon the Assignment Release and Assumption Agreement, as of the date of this agreement, until the expiration of the Reimbursement Agreement or written amendment to this agreement, the remaining reimbursement payments and any amount held in trust by Kuna shall be paid as follows:

- (a) Eighty percent (80%) to CBH; and
 - (b) Twenty percent (20%) to E4.
3. Entire Amendment: This amendment constitutes the entire agreement of the parties as to the subject matter hereof and supersedes all previous oral or written agreements between the parties as to this subject matter.
 4. Modifications: No change, alteration or modification of this agreement may be made except in a writing signed by both parties.
 5. Governing Law: This agreement shall be construed and interpreted in accordance with the laws of the state of Idaho.
 6. Severability: In the event any provision of this agreement shall be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portions shall remain in full force and effect.
 7. Binding Effect: This agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.
 8. Counterparts: This agreement may be executed in multiple counterparts, each bearing the signature of one or more Parties. Any copy bearing the signature of the party to be charged may be deemed an original.

The parties execute this agreement as of the last date of execution below.

(Page intentionally left blank to end)

Dated this _____ day of

By: _____

E4 Partners, LLLP
By, Timothy W. Eck as Trustee for The Eck Children's
Trust A and B, General Partners of E4 Partners LLLP

Dated this _____ day of June, 2012

By: _____

Corey Barton Homes, Inc., an Idaho corporation, dba CBH Homes
By Corey Barton, its president.

Dated this _____ day of June, 2012

By: _____

W. Greg Nelson
Mayor, City of Kuna

Approved

By: _____

City Clerk

RESOLUTION NO. R23-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE LETTER TO ACHD REGARDING THE VACATION OF THE ALLEY BETWEEN NORTH AVENUE D AND NORTH AVENUE E, OLD KUNA HIGH SCHOOL, 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 the letter to ACHD regarding the vacation of the alley between North Avenue D and North Avenue E, Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of August 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of August 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



City Atty

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

GORDON N. LAW
CITY ENGINEER

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

MEMORANDUM

TO: Ms. Summer Day
ACHD Right-of-way Technician

FROM: Gordon N. Law
Kuna City Engineer

RE: Old Gym
Alley Between Avenues E & D
R-O-W Vacation

DATE: July 29, 2013

The Kuna City Engineer has reviewed the above referenced vacation request and provides the following comments:

1. The easterly portion of the request for alley vacation is fronted by both the "Old Gym" property and "Super C" Market property.
2. The westerly portion of the request for vacation is fronted only by the "Old Gym" property. The "Old Gym" encroaches in this portion of the public alley.
3. The easterly portion of the vacation request is occupied by a gravity irrigation delivery line, and the beneficiary's rights to operate, maintain and replace the existing facilities must be preserved or otherwise secured. Other than the aforementioned line, the City of Kuna does not have any long term plans for the right-of-way.
4. The westerly portion of the vacation request, according to the best information available to the City of Kuna, does not appear to be occupied by irrigation or utility facilities nor does the City of Kuna have any long term plans for the right-of-way.

In providing recommendations on this application, and in light of the facts above, the following relevant principles are hopefully considered:

1. It is more expensive to repurchase right-of-way than to retain property already in public possession. It is advisable that future right-of-way needs are considered in conjunction with evaluating and processing the vacation request.

2. It is not good public policy to allow a private party to precipitate a vacation or abandonment of public property on the basis of either accidental, careless, or in some cases, deliberate encroachment. Approval of any vacation request should stand on its merit independent of the encroachment, meaning it should only be approved if the public no longer has any existing or future need of the right-of-way.

Accordingly, the following is recommended:

1. The Kuna City Engineer has evaluated the vacation request as to the public's need of it for extension of public utilities or streets. The City has no existing plans for extending utilities or street network in this alley. Furthermore, the Engineer concludes any need for extension of utilities in the vicinity may adequately be provided in the existing opened street right-of-way.
2. The Kuna City Engineer recommends either right-of-way or appropriate easement in place of right-of-way be provided and recorded for the gravity irrigation line noted above.
3. Any other encroachments should be removed (the City Engineer is not aware of any).
4. The finished property line adjoining the right-of-way should be surveyed, pinned and recorded.

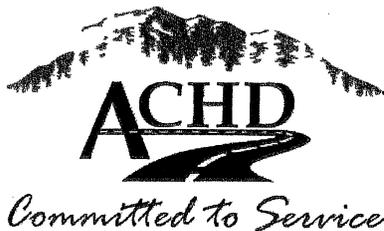
Please consider this response to be written request of the City's desire to be advised of the disposition of proceedings with respect to this vacation request.

Cc: Richard Roats, Kuna City Attorney
Wendy Howell, Kuna P&Z Director

RECEIVED

JUL 25 2013

KUNA CITY CLERK



Sara M. Baker, President
John S. Franden, Vice President
Rebecca W. Arnold, Commissioner
Mitchell A. Jaurena, Commissioner
Jim D. Hansen, Commissioner

July 22, 2013

Re: Alley between N Ave D and N Ave E, Kuna High School - Kuna

To Whom It May Concern:

The Ada County Highway District has received a petition from the adjacent property owners requesting the vacation and abandonment of public rights-of-way as shown on the attached legal description.

Enclosed are the legal description and a drawing of the right-of-way that the Ada County Highway District has been requested to consider for vacation and abandonment. It is requested that you review the enclosures and advise this office no later than **August 12, 2013**, of your present use and future plans for this area, including, but not limited to present/future bike/pedestrian pathways, city parks, future access to and from properties and public rights-of-way, etc. Comments will be used to assist the Board of Commissioners of the Ada County Highway District in the disposition of this request for the right-of-way vacation and abandonment.

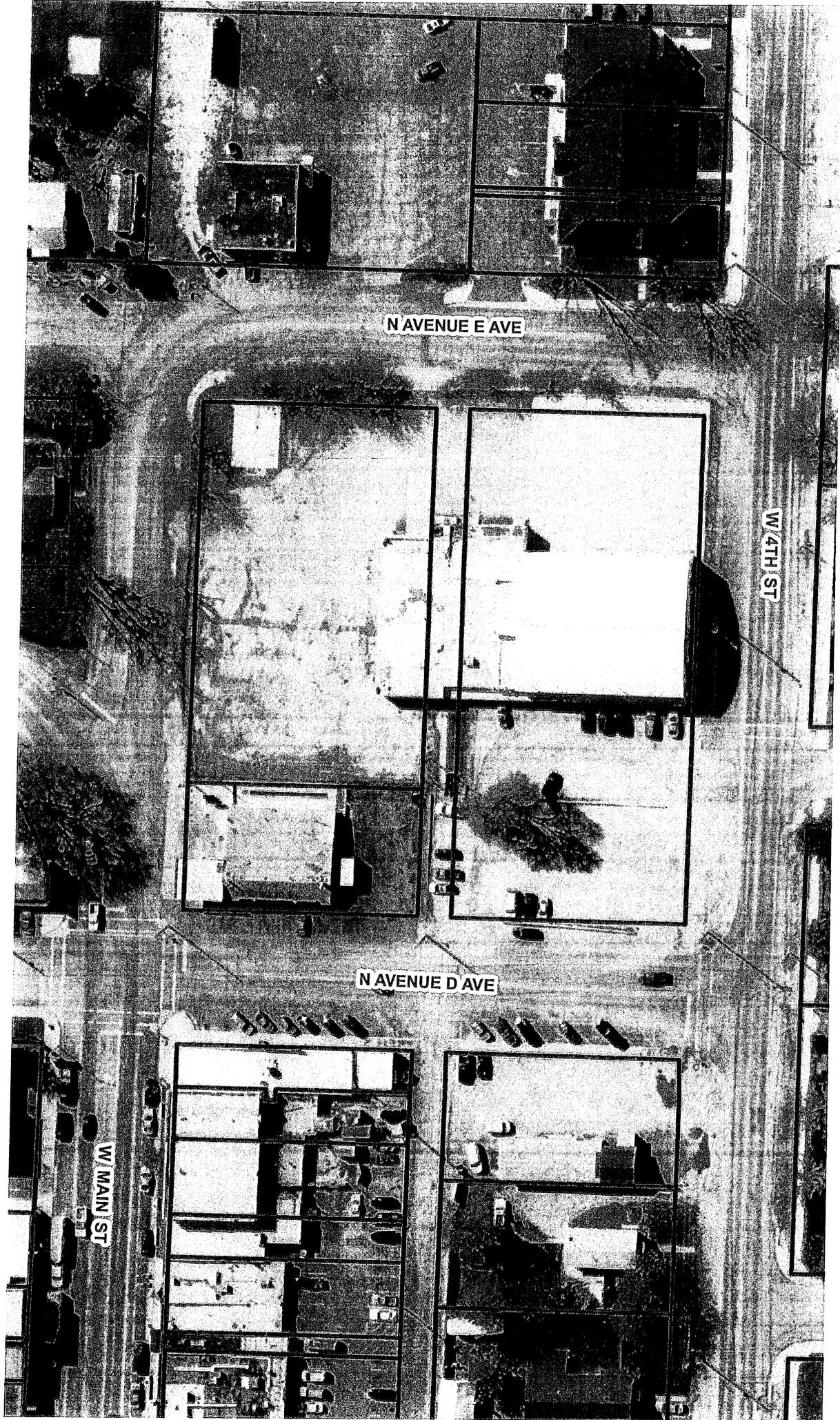
After their review and consideration, should the Board of Commissioners of the Ada County Highway District elect to accept this petition and application for vacation, a public hearing will be tentatively scheduled for Wednesday, **October 2, 2013 at 12:00 p.m.**, or as soon thereafter as the matter may be heard, in the auditorium of the Ada County Highway District, 3775 Adams Street, Boise, Idaho.

Addressees having an interest in this right-of-way vacation will be advised of disposition of proceedings upon receipt of written request.

Sincerely,

Summer Day
Right-of-Way Technician

Enclosures



N AVENUE E AVE

W 4TH ST

N AVENUE D AVE

W MAIN ST

ORDINANCE NO. 2013-16

AN ORDINANCE AMENDING ORDINANCE NO. 2006-35 THAT ANNEXED CERTAIN REAL PROPERTY, THEN KNOWN AS PARCEL NUMBER S1311336210 AND SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO AND ESTABLISHED THE ZONING CLASSIFICATION AS A, AGRICULTURAL, TO CORRECT THE ZONING CLASSIFICATION TO R-6 AS ANNEXED, AND TO CORRECT THE LEGAL DESCRIPTION TO REFLECT THE ACTUAL LEGAL DESCRIPTION AS DESCRIBED IN THE PLAT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex to and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, DBTV Applewood Farms, LLC, is the current owner of the parcel of real property situate in the City of Kuna, Ada County, Idaho, and particularly described in Section 2 of this ordinance; and

WHEREAS, on March 28, 2006, the Planning and Zoning Commission of the City, pursuant to public notice as required by Section 67-6525, Idaho Code, held a public hearing where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of R-6, Medium Density Residential; and

WHEREAS, on April 18, 2006, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings and determined that the requested annexation should be granted with the zoning classification of R-6, Medium Density Residential, which is appropriate to meet the requirements of the Kuna City Code and should be granted; and

WHEREAS, on May 2, 2006, the City of Kuna adopted Ordinance Number 2006-32 that was to annex in said property as part of a larger annexation- Annexation File Number 06-03, however said property was left out of said Ordinance, and on May 2, 2006, the City of Kuna adopted Ordinance Number 2006-35, which it was subsequently discovered contained several mistakes: 1) The property was annexed in as A-Agricultural, not R-6 as approved by the annexation process; and 2) the legal description was incorrect and did not match the legal description as platted.

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

Section 1: The zoning land use classification of the land described in Section 2 is hereby corrected to R-6, Medium Density Residential, as approved pursuant to the annexation of said property. The Comprehensive Plan and Zoning Map of the City are

hereby amended to include the real property described in Section 2 in the R-6 zoning land use classification.

Section 2: The correct legal description for the real property now known as Parcel Number S1311336201, is more particularly described in "Exhibit A"- Legal Description and "Exhibit B"- Site Map, attached hereto and incorporated herein by reference as if fully set forth below.

Section 3: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 4: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 20th day of August 2013.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, Kuna City Clerk

Exhibit "A" page 1**LEGAL DESCRIPTION FOR
SILVER TRAILS SUBDIVISION
9.13 Acres**

A parcel of land located in the West 1/2 of the Southwest 1/4 of Section II, Township 2 North, Range I West, Boise Meridian, Ada County, Idaho. Being further described as follows:

BEGINNING at the Southeast corner of Lot I, Block 4, of Applewood Subdivision No. I; thence along the boundary of Applewood Subdivision No. I the following eighteen (18) courses;
South 86°04'11" East a distance of 72.76 feet;
North 87°27'38" East a distance of 120.00 feet;
North 78°44'06" East a distance of 84.10 feet;
North 50°43'15" East a distance of 51.54 feet;
North 12°15'42" East a distance of 214.43 feet;
North 77°28'32" East a distance of 12.41 feet;
North 88°51'44" East a distance of 63.43 feet;
South 77°08'10" East a distance of 28.73 feet;
South 61°27'26" East a distance of 80.50 feet;
South 78°58'49" East a distance of 55.28 feet;
North 70°59'26" East a distance of 122.90 feet;
South 05°45'57" West a distance of 111.11 feet;
from a tangent which bears South 75°13'12" West, along a curve to the left with a radius of 325.00 feet and a central angle of 04°13'46" an arc length of 23.99 feet (with a chord bearing of South 73°06' 19" West, and a chord distance of 23.99 feet);
South 19°00'34" East a distance of 50.00 feet;
from a tangent which bears North 70°59'26" East, along a curve to the right with a radius of 275.00 feet and a central angle of 01°15'54" an arc length of 6.07 feet (with a chord bearing of North 01°37'23" East, and a chord distance of 6.07 feet);
South 09°38'52" East a distance of 182.97 feet;
South 22°24'22" West a distance of 92.47 feet;
South 00°59'15" West a distance of 434.67 feet to the centerline of State Lateral;
thence along said centerline the following six(6) courses:
North 58°26'27" West a distance of 98.02 feet;
South 74°50'07" West a distance of 63.11 feet;
North 63°11'53" West a distance of 97.36 feet;
North 55°00'53" West a distance of 326.22 feet;
North 52°39'17" West a distance of 232.17 feet;
North 00°36'21" East a distance of 209.32 feet to the **POINT OF BEGINNING.**

Said Parcel containing 397,845 square feet or 9.13 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

