



CITY OF KUNA

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

CERTIFICATE OF APPRECIATION

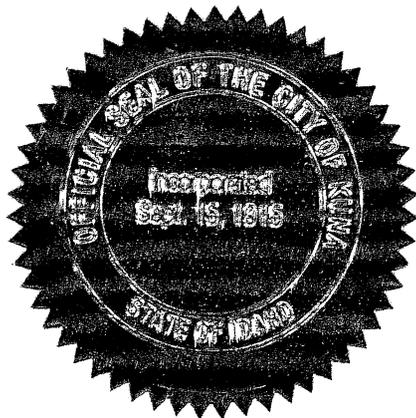
THIS IS TO CERTIFY THAT

Ralph Mellin

In the spirit of "The Year of Kuna Youth", has donated valuable property and contributed distinguished service to this City, Kuna's youth, and our Citizens.

The Mayor and Council recognizes this outstanding support and hereby issues this certificate in recognition of Mr. Mellin's civic pride and contribution.

DATED THIS 1st DAY OF October, 2013



W. Greg Polson
MAYOR

Brenda A. Bingham
CITY CLERK



CITY OF KUNA

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

Telephone (208) 922-5546 Fax (208) 922-5989
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October 1, 2013

7:00 P.M. REGULAR CITY COUNCIL MEETING

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

CITY OFFICIALS

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

**CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AGENDA**

TUESDAY, OCTOBER 1, 2013

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

7:00 P.M. REGULAR CITY COUNCIL

Call to Order and Roll Call

Invocation: Scott Piper, First Baptist Church

Pledge of Allegiance: Mayor Nelson

Special Presentation: Recognition and Appreciation to Ralph Mellin for his Donation of Valuable Property and Distinguished Service to the Community.

1. Consent Agenda:

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

A. City Council Meeting Minutes:

1. Minutes of September 17, 2013 Regular City Council Meeting

B. Accounts Payable Dated October 1, 2013 in the Amount of \$174,366.71

C. Alcohol Licenses:

D. Resolutions:

1. **Resolution No. R31-2013 Osprey DBTV CBH Assignment**
ADOPT RESOLUTION NO. R31-2013 AUTHORIZING THE ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT SEWER CONNECTIONS NOW OWNED BY DBTV AGRICULTURAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“ASSIGNOR”) TO COREY BARTON HOMES, INC. AND IDAHO CORPORATION DBA CBH HOMES (“ASSIGNEE”)
2. **Resolution No. R32-2013 Idaho Humane Society Contract**

ADOPT RESOLUTION NO. R32-2013 AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY

3. **Resolution No. R33-2013 Law Enforcement Services**
ADOPT RESOLUTION NO. R33-2013 AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF
4. **Resolution No. R34-2013 Ada County Prosecutorial Services**
ADOPT RESOLUTION NO. R34-2013 AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY
5. **Resolution No. R35-2013 NPDES Permit Renewal Support**
ADOPT RESOLUTION NO. R35-2013 APPROVING TASK ORDER NO.2 WITH HDR ENGINEERS, INC. FOR NPDES PERMIT RENEWAL SUPPORT
6. **Resolution No. R36-2013 Award Bid to Huber Technology**
ADOPT RESOLUTION NO. R36-2013 APPROVING AWARD OF BID TO HUBER TECHNOLOGY FOR FINE SCREEN EQUIPMENT
7. **Resolution No. R37-2013 Award Bid to Canyon Honda**
ADOPT RESOLUTION NO. R37-2013 APPROVING PURCHASE OF FARM UTILITY VEHICLE FROM CANYON HONDA
8. **Resolution No. R38-2013 Pickup Purchases from Dan Wiebold Ford**
ADOPT RESOLUTION NO. R38-2013 APPROVING PURCHASE OF PICKUPS FROM DAN WIEBOLD FORD
9. **Resolution No. R39-2013 Blower Energy Audit**
ADOPT RESOLUTION NO. R39-2013 APPROVING ENERGY AUDIT BY CASCADE ENERGY

E. Findings of Facts and Conclusions of Law:

2. Citizen's Reports or Requests:

A. Fee Waiver Request for Use of the Senior Center for a Thanksgiving Potluck – Diana Cullin

3. Old Business:

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

A. 13-02-AN, 13-01-DA, 13-01-ZC and 13-01-S; Merlin Point Subdivision – TO BE HEARD ON NOVEMBER 6, 2013 AT 7:00 P.M.

Requests for Annexation, a Zone Change, Development Agreement and Preliminary Plat for approx. 52 acres over 2 parcels, into the City of Kuna, from Steve Arnold (A Team Consultants), requesting C-1 Zoning for commercial and residential uses on site. The site is located at 1380 E.

5. New Business:

- A. Bid Packet for Lake Hazel Farm Property – Richard Roats, City Attorney

6. Ordinances:

A. First Reading of Ordinance No. 2013-20 Irrigation Annexation – Greyhawk Subdivision No. 2

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING GREYHAWK SUBDIVISION No. 2, AS DESCRIBED IN EXHIBIT A, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

B. First Reading of Ordinance No. 2013-21 Irrigation Annexation – 700 S. Luker Road

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE PROPERTY AT THE ADDRESS OF 700 S. LUKER RD, KUNA, IDAHO, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

C. First Reading of Ordinance No. 2013-22 Irrigation Annexation – Idaho Central Credit Union

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE PROPERTY CURRENTLY OWNED BY IDAHO CENTRAL CREDIT UNION AND AS DESCRIBED IN EXHIBIT A, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT

THERE TO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

7. Mayor/Council Discussion Items:

8. Announcements:

9. Executive Session:

- A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345 (c) to Discuss Property Acquisition; and 67-2345 (f) for the Purpose of Discussing Potential Litigation

10. Adjournment:

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

TUESDAY, SEPTEMBER 17, 2013

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

7:00 P.M. REGULAR CITY COUNCIL

COUNCIL MEMBERS PRESENT: Mayor W. Greg Nelson
Council President Richard Cardoza
Council Member Doug Hoiland
Council Member Joe Stear

EXCUSED ABSENCE: Council Member Briana Buban-Vonder Haar

CITY STAFF PRESENT: Richard Roats, City Attorney
Gordon Law, City Engineer
John Marsh, City Treasurer
Wendy Howell, Planning & Zoning Director
Chris Engels, Deputy City Clerk
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 7:00 p.m. Roll call reflected Council President Cardoza and Council Members Hoiland and Stear present at the meeting. Council Member Buban-Vonder Haar was excused from the meeting due to illness.

Invocation: Chris Bent, Calvary Chapel

Pledge of Allegiance: Mayor Nelson

Amend Agenda (Timestamp 00:01:08 Part 1)

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

Amend the agenda originally posted on September 13, 2013 to include the following under New Business:

5J - Resolution No. R30-2013 Osprey Ridge Sewer Hookup Assignment – Richard Roats, City Attorney

Staff was notified of the request on Monday, September 16, 2013.

Council Member Stear moved to amend the agenda to include R30-2013. Seconded by Council Member Hoiland, all voting aye. Motion carried 3-0.

1 **1. Consent Agenda:** *(Timestamp 00:01:41 Part 1)*
2

3 *All items listed under the Consent Agenda are considered to be routine and are acted on with*
4 *one motion by the City Council. There will be no separate discussion on these items unless*
5 *the Mayor, Council Member, or City Staff requests an item to be removed from the Consent*
6 *Agenda for discussion. Items removed from the Consent Agenda will be placed on the*
7 *Regular Agenda under Old Business or as instructed by the City Council.*
8

9 A. City Council Meeting Minutes:

10 1. Minutes of September 3, 2013 Joint P&Z & Regular City Council Meeting
11

12 B. Accounts Payable Dated September 17, 2013 in the Amount of \$496,962.96
13

14 C. Alcohol Licenses:
15

16 D. Resolutions:
17

18 E. Findings of Facts and Conclusions of Law:
19

20 John Marsh announced a correction to accounts payable removing a payment to Safe Link
21 which reduced the total amount to \$496,863.01.
22

23 **Council Member Stear moved to approve the Consent Agenda noting the change in the**
24 **accounts payable making it the amount of \$496,863.01. Seconded by Council Member**
25 **Hoiland, all voting aye. Motion carried 3-0.**
26
27

28 **2. Citizen's Reports or Requests:**
29

30 **3. Old Business:**
31

32 A. Request for clarification on amendment to 07-03-DA Profile Ridge – Richard Roats, City
33 Attorney *(Timestamp 00:03:12 Part 1)*
34

35 On October 16, 2013, the developer came before City Council to request several
36 amendments to the development agreement. Of concern is the request to allow a right in,
37 right out turn on Highway 69. Staff, the City Engineer and ACHD did not object to this
38 amendment and the traffic study was performed with this configuration. However, the
39 motion to approve the requested changes failed to include this change. The City Engineer
40 has signed off on the construction plans and the applicant has commenced with a right in,
41 right out turn onto Highway 69. Was it the Council's intent to approve this requested
42 change to the development agreement to permit a right in, right out turn onto Highway
43 69?
44
45

1 **Council Member Stear moved to approve the right in, right out to be included with**
2 **07-03-DA. Seconded by Council Member Hoiland, all voting aye. Motion carried 3-**
3 **0.**

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

6
7 A. Public Hearing for the Fiscal Year Ending September 30, 2013 Budget Re-appropriation
8 Amendment - John Marsh, City Treasurer (*Timestamp 00:00:00 Part 2*)

9
10 John Marsh reported the need to include \$5,000 in the Grant Fund and an additional
11 amount to the LID Fund of \$9,848,800. The total of the two funds makes an additional
12 appropriation of \$11,965,000.

13
14 **Mayor Nelson opened the Public Hearing at 7:14 p.m. reporting that no one signed**
15 **up to testify.**

16
17 **No one desired to speak so the Public Hearing was closed at 7:15 p.m.**

18
19
20 1. **Appropriation Amendment Ordinance No. 2013-19**

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

22 *Consideration to approve ordinance.*

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

24
25 AN ORDINANCE ENTITLED THE APPROPRIATION AMENDMENT
26 ORDINANCE AMENDING ORDINANCE 2012-28, THE APPROPRIATION
27 ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND
28 ENDING SEPTEMBER 30, 2013; TO APPROPRIATE MONIES IN THE SUM
29 OF \$11,965,000 AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL
30 FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND
31 PUBLICATION ACCORDING TO LAW

32
33 **Council Member Stear moved to dispense with the full reading and three**
34 **consecutive readings of Ordinance No. 2013-19. Seconded by Council**
35 **Member Hoiland, all voting aye. Motion carried 3-0.**

36
37 **Council Member Stear moved to approve Ordinance No. 2013-19. Seconded**
38 **by Council Member Hoiland with the following roll call vote:**

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

40 **Voting No: None**

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

42 **Motion carried 3-0.**

43
44 **5. New Business:**

45
46 A. Contribution Presentation for Economic Development from Idaho Power – Blake Watson,
47 Community Relations Representative (*Timestamp 00:03:55 Part 2*)

1
2 Blake Watson recognized Kuna's efforts in advancing economic development in the
3 community and presented a check for \$1,000 to Mayor Nelson for being successful in
4 receiving an Energy Smart Growth Grant from Idaho Power.

5
6 Mayor Nelson expressed appreciation to Idaho Power for their support.

7
8 B. Grant Status Updates – Chris Engels, Deputy City Clerk (*Timestamp 00:07:07 Part 2*)

9
10 Chris Engels provided an update on the grants received, grants pending and grants that are
11 in the application process.

12
13 Grants received:

- 14 • \$3,550 from Idaho Power for Economic Development
- 15 • \$10,000 Tree Planting Initiative Grant from the Arbor Day Foundation
- 16 • \$5,000 Community Railroad Safety Grant from Union Pacific

17
18 Ms. Engels explained the City of Kuna is a finalist in the Blue Cross of Idaho's High Five
19 Grant in the amount of \$300,000 to reduce obesity in children.

20
21 Other pending grants:

- 22 • \$92,000 ITD for sidewalk installation on west side of Orchard Street to the Greenbelt
- 23 • \$10,000 DEQ for fencing around Danskin Well for source point protection
- 24 • ACHD pedestrian paths to and from railroad/Bridge Avenue
- 25 • \$36,000 RC&D – Greenbelt extension
- 26 • \$10,000 Union Pacific Railroad – Greenbelt extension
- 27 • \$2,500 Intermountain Gas/Eco Fund – Greenbelt extension
- 28 • Memorialize – ITD – pedestrian paths across railroad/Bridge Avenue
- 29 • \$1,000 Awesome Grant

30
31 It was noted the combined total amount of the grants is \$469,050. Appreciation was
32 expressed to Ms. Engels for her excellent job in administrating the grants.

33
34 C. Federal Transportation Update (*Timestamp 00:14:53 Part 2*)

35
36 a. Toni Tisdale, Community Planning Association of Southwest Idaho (COMPASS)

37
38 Ms. Tisdale provided information on federal funding and deadlines. She explained the
39 new Transportation Alternative Program signed last year for small urban and rural
40 areas reporting 89 grants were submitted, including one from Kuna with ACHD. The
41 results will be announced October 3.

42
43 b. Mark Wasdahl, Project Manager, Idaho Transportation Department (ITD)

44
45 Dave Splett, Development Services Manager for ITD, explained the funding programs
46 for 2014 deadlines have passed. Community Choices Programs deadline for 2015 is
47 November.

1 The Five Year Work Program is a mixture of state and federal monies. The federal
2 monies come from a federal act called Map 21 and we are in the 2nd year of a two
3 year authorization. There are three projects in the current Five Year Work Program
4 that affect Kuna: (1) assistance in the design of Deerflat/Linder intersection; (2)
5 assistance in funding for bike lanes on Swan Falls Road; (3) \$52 million dollar
6 interchange project which affects travel for Kuna residents.
7

- 8 c. Wayne Herbel, Federal Aid Area Manager, Local Highway Technical Assistance
9 Council (LHTAC)

10
11 Mr. Herbel explained an improvement program grant called LRIP which is funding
12 available with no federal aid requirements attached. This funding can be used for
13 construction projects with a limit of \$100,000 and can be used for a local match on
14 federal aid projects and for signing projects.
15

16 A new Local Highway Safety Improvement Program (LSIP) is available which
17 involves money set aside for safety projects. Grant applications are due in January
18 2014.
19

20 There is a Local Bridge Program for deficient or obsolete bridges with a rating of 50
21 or less that may be eligible for funding. If the rating is 70 or less, funding is available
22 for repairing the bridges. Grant applications are due in January 2014.
23

- 24 d. Kelli Fairless, Executive Director, Valley Regional Transit (VRT)

25
26 Kelli Fairless was unable to attend.
27

28 **D. Resolution No. R26-2013 Election Day Council Meetings** – Richard Roats, City
29 Attorney (*Timestamp 00:30:42 Part 2*)

30
31 A RESOLUTION OF THE CITY OF KUNA, IDAHO ESTABLISHING THAT THE
32 CITY COUNCIL HEREINAFTER RESCHEDULES THE TWO (2) REGULAR
33 MEETINGS THAT CONFLICT WITH THE GENERAL AND SPECIAL ELECTION
34 DATES AS SET BY STATE CODE FROM TUESDAY TO WEDNESDAY AT THE
35 SAME TIME AND LOCATION; PROVIDING NOTICE OF THE SCHEDULED
36 REGULAR MEETINGS ON AN ANNUAL BASIS; AND PROVIDING AN
37 EFFECTIVE DATE.
38

39 **Council Member Stear moved to approve Resolution No. R26-2013. Seconded by**
40 **Council Member Hoiland, all voting aye. Motion carried 3-0.**
41

42 **E. Resolution No. R27-2013 Lake Hazel Farm Property** – Richard Roats, City Attorney
43 (*Timestamp 00:32:45 Part 2*)

44
45 A RESOLUTION DECLARING THAT A SINGLE CITY-OWNED PARCEL OF REAL
46 PROPERTY CONSISTING OF APPROXIMATELY 107.13 ACRES AND LOCATED
47 NORTH OF LAKE HAZEL ROAD AND EAST OF TEN MILE ROAD, KUNA,

1 IDAHO, IS SURPLUS AS THE PROPERTY IS UNDERUTILIZED, OR NOT USED
2 FOR PUBLIC PURPOSES; DECLARING THE INTENT OF THE CITY OF KUNA TO
3 SELL THE PROPERTY AT PUBLIC AUCTION TO THE HIGHEST BIDDER;
4 DECLARING THE MINIMUM PRICE FOR THE PROPERTY; INSTRUCTING THE
5 CITY CLERK TO PUBLISH A SUMMARY OF THE ACTION TAKEN BY THIS
6 RESOLUTION AND ESTABLISH AND PUBLISH NOTICE OF THE HEARING
7 DATE TO REVIEW THE PROPOSED CONVEYANCE, EXCHANGE OR SALE AND
8 TO PUBLISH NOTICE OF THE PUBLIC AUCTION HEARING TO SELL THE
9 PROPERTY TO THE HIGHEST BIDDER AT AN AMOUNT NOT LESS THAN THE
10 MINIMUM SET BY THE CITY COUNCIL; APPROVING A SUMMARY OF THE
11 ACTION TAKEN BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE
12 DATE.

13
14 Attorney Roats explained the City owns approximately 107 acres on Lake Hazel and east
15 of Ten Mile. The original reason property was purchased is no longer needed as a City
16 property so consideration for selling it at \$30,000 per acre was reported. The Council was
17 asked to consider if they wish to declare it as surplus property underutilized or not to the
18 benefit of the City.

19
20 Council President Cardoza explained the property was to be allocated as a city park and
21 was purchased at approximately \$9,000 per acre. He would like to see it stay in the City
22 and prefers to keep the property for future use rather than to sell it at \$30,000 per acre and
23 have to replace it in the future at the same price. It is an acquisition the City should hang
24 on to with the potential of getting Meridian City and Ada County to work together in
25 building a regional park. There is plenty of land south of town and to the east but at this
26 time we would have nothing to the north where growth is taking place. It would be
27 difficult to replace it in the future looking for land and opportunity for children.

28
29 Council Member Stear expressed his thoughts explaining the money brought in from the
30 property would help finalize things with the sewer plant. He agrees it would be nice to
31 keep the property but doesn't feel the City is in a position to do so.

32
33 Council Member Hoiland was split on the matter but felt the revenue would be a big plus
34 to the City at this time.

35
36 The Mayor explained the City has been approached with the idea of putting in an athletic
37 complex and the City also has a commitment of the sewer dollars coming back that would
38 actually spur where the sewer system should be and might help us with economic
39 recovery.

40
41 Attorney Roats explained the process for holding the public hearing and the auction
42 suggesting the date of October 10 for a Special Meeting and the public auction taking
43 place at the conclusion of the public hearing. The time was set at 5:30 p.m. on October
44 10, 2013. He asked for the notices to be amended to include the date and time along with
45 additional language for prequalification of the bidders and packet information for them.
46

1 Council Member Stear moved to approve Resolution No. R27-2013 with the
2 inclusion of Exhibit C which is the newspaper publication and included in that the
3 public hearing would be on October 10, 2013 commencing at 5:30 p.m. and
4 correcting the highest bidder number to read \$3,213, 900. Seconded by Council
5 Member Hoiland.

6 Voting Aye: Council Members Hoiland and Stear

7 Voting No: Council President Cardoza

8 Motion carried 2-1.

- 9
10 F. Resolution R28-2013 A Resolution Outlining Utility Service Bill Mailing Procedures
11 Related to Tenant/Landlord Situations – John Marsh, City Treasurer
12 (Timestamp 00:50:58 Part 2)

13
14 A RESOLUTION OF THE CITY OF KUNA, ADA COUNTY, IDAHO ADOPTING A
15 POLICY WHEREIN RESIDENTIAL AND COMMERCIAL UTILITY ACCOUNTS BE
16 PLACED IN THE NAME OF ANY TENANT, WITH UTILITY BILLS
17 DISSEMINATED TO SAID TENANT AT THE UTILITY SERVICE ADDRESS,
18 UNLESS DIRECTED OTHERWISE BY THE OWNER OF SAID PROPERTY.

19
20 John Marsh requested this item be pulled from the agenda with plans to revise it and bring
21 back at the next meeting.

22
23 Council Member Stear moved to table Resolution No. R28-2013 until the next
24 regularly scheduled meeting. Seconded by Council Member Hoiland, all voting aye.
25 Motion carried 3-0.

- 26
27 G. Resolution R29-2013 Kuna 75 LLC Property – Richard Roats, City Attorney
28 (Timestamp 00:51:56 Part 2)

29
30 A RESOLUTION DECLARING THAT THE CITY OF KUNA, OWNER OF THE
31 REAL PROPERTY, AS LEGALLY DESCRIBED HEREIN AND CONSISTING OF
32 APPROXIMATELY 20.164 ACRES, AND KNOWN AS THE KUNA 75, LLC
33 PROPERTY AND ITS SIXTY (60) EQUIVALENT DWELLING UNITS (EDU'S),
34 DOES NOT MEET THE DEFINITION OF SURPLUS PROPERTY, AND THEREFORE
35 THE CITY OF KUNA SHALL PAY OFF THE LID LIEN FOR SAID PROPERTY AND
36 THE CITY OF KUNA WILL THEN OWN THE REAL PROPERTY AND THE SIXTY
37 (60) EDU'S FREE AND CLEAR OF ANY AND ALL LIENS; INSTRUCTING THE
38 CITY CLERK TO PUBLISH A SUMMARY OF THE ACTION TAKEN BY THIS
39 RESOLUTION AND ESTABLISH AND PUBLISH NOTICE OF THE HEARING
40 DATE TO REVIEW THE PROPOSED ACTION; APPROVING A SUMMARY OF
41 THE ACTION TAKEN BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE
42 DATE.

43
44 Attorney Roats explained the resolution is requesting the City pay off the 60 Equivalent
45 Dwelling Units (EDUs). The property was in the Local Improvement District (LID) in a
46 situation where the property owner did not make any of their LID assessment payments so
47 it is now owned by the City.

1 Council President Cardoza requested a correction be made to page 2 of 6, line 3, adding
2 the word “each” following the word value.
3

4 **Council Member Stear moved to adopt Resolution No. R29-2013 with the correction**
5 **on page 2 of 6 changing the Equivalent Dwelling Units with a value of \$3,233.75 each**
6 **and including Exhibit C which will be the advertisement in the paper. Seconded by**
7 **Council Member Hoiland, all voting aye. Motion carried 3-0.**
8

9 H. Fiscal Year Ending September 30, 2013 Financial Results of Operations Through August
10 31, 2013 – John Marsh, City Treasurer (*Timestamp 00:59:26 Part 2*)
11

12 Mr. Marsh briefly reviewed the status of each fund and reported that a net grand
13 total of all the funds reflect revenues exceeding expenditures through the end of
14 August by \$1,934,746. The City’s combined cash position at the end of August
15 2013 was \$7,285,161.05.
16

17 I. Discuss Safelink Internet Contract Related to Antennas Located on the Water Tower –
18 Richard Roats, City Attorney (*Timestamp 01:08:43*)
19

20 Richard Roats reported there are a number of antennas on the water tower that belong to
21 Safelink. The City is no longer using Safelink services but they are still utilizing the
22 space on the water tower without compensating the City. It is unsure if the citizens of
23 Kuna are receiving a discount from Safelink.
24

25 The Mayor asked Mr. Roats to look into renewing it with some kind of payment to the
26 City.
27

28 Attorney Roats will send them a letter and begin negotiations for a fair market value lease
29 for using space on the water tower. He will also notify them of the upcoming painting
30 project.
31

32 J. **Resolution No. R30-2013 Osprey Ridge Sewer Hookup Assignment** – Richard Roats,
33 City Attorney (*Timestamp 01:16:44 Part 2*)
34

35 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE
36 ASSIGNMENT OF FIFTY (50) OSPREY RIDGE DEVELOPMENT SEWER
37 CONNECTIONS NOW OWNED BY ROY E. STEPHENSON, A MARRIED PERSON
38 (34% INTEREST), MICHAEL TOOMEY, TRUSTEE OF THE ALBION
39 ENTERPRISES, INC. DEFINED BENEFIT PLAN TRUST (50% INTEREST) AND
40 WILLIAM R. STURGEON, TRUSTEE OF BUSINESS SERVICES RETIREMENT
41 PLAN (16% INTEREST) (“ASSIGNOR”) TO ANDERSON ENTERPRISES, AN
42 IDAHO PARTNERSHIP (“ASSIGNEE”).
43

44 Attorney Roats explained this agreement consents to the assignment of the 50 EDUs from
45 the main partnership as “Assignor” to the Anderson partnership as “Assignee”.
46

1 Council Member Stear moved to adopt Resolution No. R30-2013. Seconded by
2 Council Member Hoiland, all voting aye. Motion carried 3-0.

3
4 **6. Ordinances:**

5
6 **A. First Reading of Ordinance No. 2013-09A – Irrigation Annexation for Profile Ridge**
7 **Subdivision No. 2 (Timestamp 01:19:31 Part 2)**

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

9 *Consideration to approve ordinance.*

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

11
12 AN ORDINANCE AMENDING THE LEGAL DESCRIPTION FOR THE CITY OF
13 KUNA, IDAHO, ANNEXING PROFILE RIDGE SUBDIVISION NO. 2 INTO THE
14 KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA
15 IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF;
16 DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR
17 DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE
18 RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

19
20 Council Member Stear moved to dispense with the full reading and three consecutive
21 readings of Ordinance No. 2013-09A. Seconded by Council Member Hoiland, all
22 voting aye. Motion carried 3-0.

23
24 Council Member Stear moved to approve Ordinance No. 2013-09A. Seconded by
25 Council Member Hoiland with the following roll call vote:

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

27 **Voting No: None**

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

29 **Motion carried 3-0.**

30
31 Council Member Stear moved to approve a summary publication of Ordinance No.
32 2013-09A. Seconded by Council President Cardoza, all voting aye.

33 **Motion carried 3-0.**

34
35 **B. First Reading of Ordinance No. 2013-18 – Irrigation Annexation for Crimson Point**
36 **Subdivision No. 6 (Timestamp 01:22:02 Part 2)**

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

38 *Consideration to approve ordinance.*

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

40
41 A request was made by Gordon Law to add “North” to the title so it reads Crimson Point
42 No. 6 North.

43
44 AN ORDINANCE FOR THE CITY OF KUNA, IDAHO, ANNEXING CRIMSON
45 POINT NO. 6 NORTH INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT
46 FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE
47 BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT

THERE TO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

**Council Member Stear moved to approve Ordinance No. 2013-18. 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.**

**Council Member Stear moved to approve a summary publication of Ordinance No. 2013-18. Seconded by Council Member Hoiland, all voting aye.
Motion carried 3-0.**

7. Mayor/Council Discussion Items: (Timestamp 01:25:43 Part 2)

The Mayor expressed concern on the building permit fees and reported proposals will be presented for review.

The Mayor announced longevity steps and professional steps will be coming for consideration to be added into our policy for staff personnel.

Council President Cardoza expressed appreciation to the Ada County Sheriff for getting crews out to clean up the sides of the roads.

Gordon Law reported repairs to take place next month at the end of Ten Mile Road and north Avalon Road to replace a cleanout.

Mr. Law also reported part of the farm south of town was fenced on the wrong location for its south boundary so the fence will be relocated to correct it during the next month.

Mayor Nelson reported a trail system will be incorporated that involves more than 30 acres of Kuna Butte for horseback riding, bicycling, etc. The Bureau of Land Management will help with the funding and possibly RC&D funds.

8. Announcements:

9. Executive Session:

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

1 Attorney Roats announced there was no need for an Executive Session.
2

3 **10. Adjournment:**
4

5 Council Member Stear moved to adjourn the meeting at 8:45 p.m.
6
7
8
9

10 _____
11 W. Greg Nelson, Mayor

12 ATTEST:
13
14

15 _____
16 Brenda S. Bingham, City Clerk
17
18

19 *Minutes prepared by Brenda Bingham*
20 *Date Approved: CCM10/1/13*
21

DRAFT

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
A COMPANY, INC. - BOI												
1463	A COMPANY, INC. - BOI	B-195268		PORT-O-POTTY RENTAL, WINCHESTER/SUTTER'S MILL, SEPT '13 - PARKS	09/22/2013	67.50	.00	01-6212 RENT-EQUIPMENT	1004	9/13		
1463	A COMPANY, INC. - BOI	B-195308		PORT-O-POTTY RENTAL, SEGO PRAIRIE, SEPT '13 - PARKS	09/22/2013	105.50	.00	01-6212 RENT-EQUIPMENT	1004	9/13		
1463	A COMPANY, INC. - BOI	B-195429		PORT-O-POTTY RENTAL, BUTLER PARK, SEPT '13 - PARKS	09/22/2013	90.50	.00	01-6212 RENT-EQUIPMENT	1004	9/13		
1463	A COMPANY, INC. - BOI	B-195430		PORT-O-POTTY RENTAL, SADIE CREEK PARK, SEPT '13 - PARKS	09/22/2013	105.50	.00	01-6212 RENT-EQUIPMENT	1004	9/13		
1463	A COMPANY, INC. - BOI	B-195460		PORT-O-POTTY RENTAL, SEPT '13 - FARM	09/22/2013	90.50	.00	21-6090 FARM EXPENDITURES	0	9/13		
Total A COMPANY, INC. - BOI:							459.50	.00				
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	10/13		ACHD SHOP RENT, OCTOBER '13 - PARKS	09/25/2013	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	10/13		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	10/13		ACHD SHOP RENT, OCTOBER '13 - WATER	09/25/2013	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	10/13		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	10/13		ACHD SHOP RENT, OCTOBER '13 - SEWER	09/25/2013	121.50	.00	21-6211 RENT-BUILDINGS & LAND	0	10/13		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	10/13		ACHD SHOP RENT, OCTOBER '13 - P.I.	09/25/2013	54.00	.00	25-6211 RENT-BUILDINGS & LAND	0	10/13		
Total ADA COUNTY HIGHWAY DISTRICT (RENT):							450.00	.00				

ARTCO (US, 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
1435	ARTCO (US, INC.) dba	132189820	945	BUSINESS CARDS FOR R. FORD, AUG '13 - WATER	09/11/2013	32.00	.00	20-6165 OFFICE SUPPLIES	0	9/13		
1435	ARTCO (US, INC.) dba	132189820	945	BUSINESS CARDS, R. FORD, AUG '13 - P.I.	09/11/2013	8.00	.00	25-6165 OFFICE SUPPLIES	0	9/13		
Total ARTCO (US, INC.) dba:												
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126323254		POWER STEERING FLUID & HOSE, TRK #18, AUG '13 - WATER	08/30/2013	46.99	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/13		
1606	AUTOZONE, INC.	4126332228		REPLACE MOWER BATTERY @LAGOONS, SEPT '13 - SEWER	09/11/2013	81.95	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
1606	AUTOZONE, INC.	4126332229		MOWER BATTERY CORE CREDIT @LAGOONS, SEPT '13 - SEWER	09/11/2013	-5.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
Total AUTOZONE, INC.:												
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4273908	990	2 CS SOAP FOR CITY HALL, SEPT '13 - K. RICE	09/18/2013	127.02	.00	01-6025 JANITORIAL	0	9/13		
Total BRADY INDUSTRIES OF IDAHO LLC:												
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDBOS173811	976	GEAR PULLER, SEWER, SEPT '13 - R. DAVIS	09/11/2013	304.98	.00	21-6175 SMALL TOOLS	0	9/13		
Total FASTENAL COMPANY:												
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	6504	927	6 EA REPAIR KITS FOR LMI PUMPS, 2 EA CHECK VALVE ASSEMBLIES, WATER, AUG '13 - J. YERTON	08/31/2013	792.10	.00	20-6150 MAINT. & REPAIRS - SYSTEM	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 FILTRATION TECHNOLOGY:												
						792.10	.00					
HDR ENGINEERING, INC.												
1646	HDR ENGINEERING, INC.	104711-B		FINE SCREEN DESIGN SERVICES FROM 7/28 - 8/24/13. SEWER	09/17/2013	3,778.48	.00	21-6020 CAPITAL IMPROVEMENTS	0	9/13		
Total HDR ENGINEERING, INC.:												
						3,778.48	.00					
HOCOCHAN HOLDINGS, INC.												
1619	HOCOCHAN HOLDINGS, INC.	AR269617		COPIER LEASE, SHARP MX4110N, SEPT '13 - P & Z	09/16/2013	117.82	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	1003	9/13		
1619	HOCOCHAN HOLDINGS, INC.	AR269617		COPIER LEASE, SHARP MXM503N, SEPT '13 - ADMIN	09/16/2013	235.68	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	0	9/13		
Total HOCOCHAN HOLDINGS, INC.:												
						353.50	.00					
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	J1007604	986	SCREENING BAGS FOR BAND SCREENER IN HEADWORKS BLDG. N.WWTP. SEPT '13 - T. SHAFFER	09/19/2013	749.00	.00	21-6142 MAINT. & REPAIRS-EQUIPMENT	0	9/13		
Total HUBER TECHNOLOGY, INC.:												
						749.00	.00					
ICRMP												
35	ICRMP	09012013		RISK INSURANCE_10/13-9/14-ADMIN	09/01/2013	7,231.15	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	0	10/13		
35	ICRMP	09012013		RISK INSURANCE_10/13-9/14-P & Z	09/01/2013	1,927.60	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1003	10/13		
35	ICRMP	09012013		RISK INSURANCE_10/13-9/14-PARKS	09/01/2013	2,807.97	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1004	10/13		

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
35	ICRMP	09012013		RISK INSURANCE..10/13-9/14 - SR CTR	09/01/2013	106.49	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1001	10/13		
35	ICRMP	09012013		RISK INSURANCE..10/13-9/14 - WATER	09/01/2013	7,305.70	.00	20-6130 LIABILITY & PR0PERTY INSURANCE	0	10/13		
35	ICRMP	09012013		RISK INSURANCE..10/13-9/14 - SEWER	09/01/2013	14,394.84	.00	21-6130 LIABILITY & PR0PERTY INSURANCE	0	10/13		
35	ICRMP	09012013		RISK INSURANCE..10/13-9/14 - P.L.	09/01/2013	1,725.25	.00	25-6130 LIABILITY & PR0PERTY INSURANCE	0	10/13		
Total ICRMP:							35,499.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	10/13		CONTRACT SERVICES - OCTOBER '13	09/25/2013	4,121.00	.00	01-6005 ANIMAL CONTROL SERVICES	0	10/13		
Total IDAHO HUMANE SOCIETY:							4,121.00					
IDAHO POWER CO												
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - CITY HALL	09/17/2013	334.16	.00	01-6290 UTILITIES	0	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - P & Z	09/17/2013	88.99	.00	01-6290 UTILITIES	1003	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - SR CTR	09/17/2013	434.58	.00	01-6290 UTILITIES	1001	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - ST LTS	09/17/2013	6,011.05	.00	01-6290 UTILITIES	1002	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - PARKS	09/17/2013	548.50	.00	01-6290 UTILITIES	1004	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - WATER	09/17/2013	16,219.42	.00	20-6290 UTILITIES EXPENSE	0	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - SEWER	09/17/2013	20,944.37	.00	21-6290 UTILITIES EXPENSE	0	9/13		

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
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - FARM	09/17/2013	12,673.67	.00	21-6090 FARM EXPENDITURES	0	9/13		
38	IDAHO POWER CO	09/13		SEPTEMBER 2013 - P.I.	09/17/2013	6,027.71	.00	25-6290 UTILITIES EXPENSE	0	9/13		
Total IDAHO POWER CO:						63,282.45	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	63268		SYSTEM SUPPORT, SEPT '13 - CITY HALL	09/15/2013	57.63	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/13		
1595	INTEGRINET SOLUTIONS, INC.	63268		SYSTEM SUPPORT, SEPT '13 - P & Z	09/15/2013	28.82	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/13		
1595	INTEGRINET SOLUTIONS, INC.	63268		SYSTEM SUPPORT, SEPT '13 - WATER	09/15/2013	66.97	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
1595	INTEGRINET SOLUTIONS, INC.	63268		SYSTEM SUPPORT, SEPT '13 - SEWER	09/15/2013	79.71	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
1595	INTEGRINET SOLUTIONS, INC.	63268		SYSTEM SUPPORT, SEPT '13 - P.I.	09/15/2013	27.87	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
Total INTEGRINET SOLUTIONS, INC.:						261.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	9/13		SEPTEMBER 2013 (AUG 13- SEPT13) - CITY HALL	09/18/2013	7.25	.00	01-6290 UTILITIES	0	9/13		
37	INTERMOUNTAIN GAS CO	9/13		SEPTEMBER 2013 (AUG 13- SEPT13) - SR CTR	09/18/2013	39.89	.00	01-6290 UTILITIES	1001	9/13		
Total INTERMOUNTAIN GAS CO:						47.14	.00					
INTERNATIONAL CODE COUNCIL												
764	INTERNATIONAL CODE COUNCIL	2961841		MEMBERSHIP RENEWAL TO SEPT 2014 - BLDG INSP	09/30/2013	125.00	.00	01-6075 DUES & MEMBERSHIPS	1005	9/13		

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 INTERNATIONAL CODE COUNCIL:												
						125.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09/13-2ND		9/11/13-9/24/13_PD_10/02/13- SEPT 2ND PMT	09/26/2013	63,044.27	.00	26-7000_SOLID WASTE SERVICE FEES	0	9/13		
230	J & M SANITATION, INC.	09/13-2ND		9/11/13-9/24/13_PD_10/02/13- LESS ADMIN FEE	09/26/2013	-6,228.77	.00	01-4170 FRANCHISE FEES	0	9/13		
Total J & M SANITATION, INC.:												
						56,815.50	.00					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	1532715		ACH BANK FEES. AUG '13 - ADMIN	08/31/2013	62.90	.00	01-6505_BANK FEES	0	8/13		
1328	JACK HENRY & ASSOCIATES, INC.	1532715		ACH BANK FEES. AUG '13 - P & Z	08/31/2013	1.21	.00	01-6505_BANK FEES	1003	8/13		
1328	JACK HENRY & ASSOCIATES, INC.	1532715		ACH BANK FEES. AUG '13 - WATER	08/31/2013	93.80	.00	20-6505_BANK FEES	0	8/13		
1328	JACK HENRY & ASSOCIATES, INC.	1532715		ACH BANK FEES. AUG '13 - SEWER	08/31/2013	140.34	.00	21-6505_BANK FEES	0	8/13		
1328	JACK HENRY & ASSOCIATES, INC.	1532715		ACH BANK FEES. AUG '13 - P.I.	08/31/2013	36.52	.00	25-6505_BANK FEES	0	8/13		
Total JACK HENRY & ASSOCIATES, INC.:												
						334.77	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	09032013	962	3/4" PVC PIPE, ELBOW, TEE, COUPLER, PLUG FOR MANHOLE & SPRINKLER, AUG '13 - C. KNIGHT	09/03/2013	41.36	.00	21-6150_MAINT. & REPAIRS - SYSTEM	0	9/13		
43	KUNA TRUE VALUE HARDWARE	09102013	979	SPRINKLER PARTS FOR BREAK @DMX RACEWAY, SEPT '13 - PARKS	09/10/2013	38.49	.00	01-6150_MAINTENANCE & REPAIRS - SYSTEM	1004	9/13		

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 SPECIALTY CONSTRUCTION SUPPLY:												
						510.00	.00	25-6020 CAPITAL IMPROVEMENTS	0	9/13		
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	8026926353	969	PAPER CLIPS, FIBER PADS, FILE FOLDERS, ENVELOPE MOISTENER, SEPT '13 - CITY HALL	09/07/2013	143.26	.00	01-6165 OFFICE SUPPLIES	0	9/13		
1292	STAPLES ADVANTAGE	8026926353		BLACK/SILVER LASER POINTER, SEPT '13 - P & Z	09/07/2013	19.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	BATTERIES, P&Z, SEPT '13 - K. RICE	09/14/2013	4.62	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	BANKER BOXES, RED PENS, ADMIN, SEPT '13 - K. RICE	09/14/2013	10.73	.00	01-6165 OFFICE SUPPLIES	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	INK CARTRIDGE, ADMIN, SEPT '13 - K. RICE	09/14/2013	20.91	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	BANKER'S BOXES, RED PENS, SEPT '13 - WATER	09/14/2013	8.29	.00	20-6165 OFFICE SUPPLIES	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	BANKER'S BOXES, RED PENS, SEPT '13 - SEWER	09/14/2013	8.30	.00	21-6165 OFFICE SUPPLIES	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	BANKER'S BOXES, RED PENS, SEPT '13 - P.I.	09/14/2013	2.09	.00	25-6165 OFFICE SUPPLIES	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	INK CARTRIDGE, SEPT '13 - WATER	09/14/2013	27.84	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	INK CARTRIDGE, SEPT '13 - SEWER	09/14/2013	27.85	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		
1292	STAPLES ADVANTAGE	8027002128	988	INK CARTRIDGE, SEPT '13 - P.I.	09/14/2013	7.03	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/13		

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 STAPLES ADVANTAGE:												
						280.81	.00					
THE HARTWELL CORP												
1359	THE HARTWELL CORP	68807	978	NOTARY BOND FOR MIKE BORZICK, REQUESTED BY G. LAW.	09/09/2013	18.32	.00	20-6075 DUES & MEMBERSHIPS	0	9/13		
1359	THE HARTWELL CORP	68807	978	NOTARY BOND FOR MIKE BORZICK, REQUESTED BY G. LAW.	09/09/2013	23.92	.00	21-6075 DUES & MEMBERSHIPS	0	9/13		
1359	THE HARTWELL CORP	68807	978	NOTARY BOND FOR MIKE BORZICK, REQUESTED BY G. LAW.	09/09/2013	7.76	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	9/13		
Total THE HARTWELL CORP:												
						50.00	.00					
TIM GORDON												
997	TIM GORDON	10/13		RENT - OCTOBER '13 - CITY HALL	09/25/2013	972.62	.00	01-6211 RENT- BUILDINGS & LAND	0	10/13		
997	TIM GORDON	10/13		RENT - OCTOBER '13 - P & Z	09/25/2013	486.31	.00	01-6211 RENT- BUILDINGS & LAND	1003	10/13		
997	TIM GORDON	10/13		RENT - OCTOBER '13 - WATER	09/25/2013	1,130.32	.00	20-6211 RENT- BUILDINGS & LAND	0	10/13		
997	TIM GORDON	10/13		RENT - OCTOBER '13 - SEWER	09/25/2013	1,345.29	.00	21-6211 RENT- BUILDINGS & LAND	0	10/13		
997	TIM GORDON	10/13		RENT - OCTOBER '13 - P.I	09/25/2013	470.46	.00	25-6211 RENT- BUILDINGS & LAND	0	10/13		
Total TIM GORDON:												
						4,405.00	.00					
WASHINGTON LEGAL JOURNAL DBA												
1602	WASHINGTON LEGAL JOURNAL DBA	57995		LEGAL NOTICES, AUG '13 - P & Z	09/01/2013	252.61	.00	01-6125 LEGAL PUBLICATIONS	1003	8/13		
1602	WASHINGTON LEGAL JOURNAL DBA	57995		LEGAL NOTICES, AUG '13 - CITY HALL	09/01/2013	143.29	.00	01-6125 LEGAL PUBLICATIONS	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
1602	WASHINGTON LEGAL JOURNAL DBA	57995		LEGAL NOTICES, AUG '13 - P.L.	09/01/2013	171.51	.00	25-6125 LEGAL PUBLICATIONS	0	8/13		
1602	WASHINGTON LEGAL JOURNAL DBA	57995		LEGAL NOTICES, AUG '13 - WATER	09/01/2013	100.71	.00	20-6125 LEGAL PUBLICATIONS	0	8/13		
1602	WASHINGTON LEGAL JOURNAL DBA	57995		LEGAL NOTICES, AUG '13 - SEWER	09/01/2013	201.46	.00	21-6125 LEGAL PUBLICATIONS EXPENSE	0	8/13		
Total WASHINGTON LEGAL JOURNAL DBA:							869.58	.00				
WATER DEPOSIT REFUNDS #4												
1627	WATER DEPOSIT REFUNDS #4	130790.01		K. R. PAYTON, #130790.01 - ACCT OVERPMT	09/18/2013	25.06	.00	99-1075 Utility Cash Clearing	0	9/13		
Total WATER DEPOSIT REFUNDS #4:							25.06	.00				
Grand Totals:							174,366.71	.00				

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Payment Approval Report - City Council Approval
Report dates: 9/24/2013-9/24/2013

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. R31-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT SEWER CONNECTIONS NOW OWNED BY DBTV AGRICULTURAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“ASSIGNOR”) TO COREY BARTON HOMES, INC. AND IDAHO CORPORATION DBA CBH HOMES (“ASSIGNEE”).

Recitals

- A. On October 16, 2007, Osprey Ridge Partners LLLP, an Idaho limited liability limited partnership (Assignor’s predecessor in interest, referred to herein as “Osprey”) and the City of Kuna entered into an agreement that entitled Osprey to pre-pay certain sewer connection fees, at the rate of \$4,200.00 each, to connect 306.12 residential units to the City of Kuna’s sewer treatment plants (“Sewer Connections”). The City of Kuna has received payment for the amount due pursuant to the terms of the Osprey Agreement.
- B. Pursuant to the Osprey Agreement, upon payment of the sums due under the Osprey Agreement, the City of Kuna agreed to show in its records that the Sewer Connections were purchased by, and the property of Osprey.
- C. Pursuant to the Osprey Agreement the Sewer Connections were transferable and Osprey was entitled to transfer, pledge or sell the Sewer Connections.
- D. Osprey assigned to Roy E. Stephenson, a married person (34% interest), Michael Toomey, Trustee of The Albion Enterprises, Inc. Defined Benefit Plan Trust (50% interest) and William R. Sturgeon, Trustee of Business Services Retirement Plan (16% interest) all of its right, title and interest in and to the Sewer Connections, and rights related thereto in that certain Assignment of Sewer Connection Credits which was recorded November 12, 2012 in the records of Ada County, Idaho as Instrument Number 112122866 .
- E. On September 3, 2013, Assignor received an assignment of certain Sewer Connection Credits and the City of Kuna approved the assignment under Resolution No. R25-2013 (“Resolution”).
- F. Pursuant to the Resolution the City of Kuna agreed to show in its records that the Sewer Connections were purchased by the Assignor.
- G. Pursuant to the Resolution the Sewer Connections were transferable and Assignor was entitled to transfer, pledge or sell the Sewer Connections.

- H. Assignor now desires to assign to Assignee all of its right, title and interest in and to 95 Sewer Connections, and its rights related thereto (collectively, “Assigned Sewer Connections”). A copy of the assignment is attached hereto as Exhibit A.

- I. Assignor now desires to assign to Assignee all of its right, title and interest in and to a certain number of Sewer Connections (amount to be determined) and its rights related thereto (collectively, “Assigned Sewer Connections”).

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 City of Kuna hereby consents to the assignment of 95 EDUs by DBTV Agricultural Holdings, LLC, a Delaware limited liability company (“Assignor”) transferring 95 EDUs to Corey Barton Homes, Inc. an Idaho Corporation dba CBH Homes (“Assignee”).

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Exhibit A

ASSIGNMENT OF SEWER CONNECTION RIGHTS

THIS ASSIGNMENT OF SEWER CONNECTION CREDITS (hereinafter referred to as "Assignment"), made this 10th day of October, 2013 ("Effective Date"), by and between DBTV Agricultural Holdings, LLC, a Delaware limited liability company ("Assignor") and Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes ("Assignee").

Recitals

- A. On September 3, 2013, Assignor received an assignment of certain Sewer Connection Credits and the City of Kuna approved the assignment under Resolution No. R25-2013 ("Resolution").
- B. Pursuant to the Resolution the City of Kuna agreed to show in its records that the Sewer Connections were purchased by the Assignor.
- C. Pursuant to the Resolution the Sewer Connections were transferable and Assignor was entitled to transfer, pledge or sell the Sewer Connections.
- D. Assignor now desires to assign to Assignee all of its right, title and interest in and to 95 Sewer Connections, and its rights related thereto (collectively, "Assigned Sewer Connections").

In consideration of good and 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, Assignor hereby assigns, transfers and/or conveys to Assignee any and all of Assignor's right, title and interest in and to the Assigned Sewer Connections. Assignor represents and warrants that Assignor holds all right title and interest in and to the Assigned Sewer Connections and has not conveyed the same to any other party, or utilized any of the Assigned Sewer Connections and that the Sewer Connections are free and clear of any mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions.

2. Assignor 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 Assignor made in this Assignment. Each party to this Assignment, on behalf of itself, represents and warrants that the execution, delivery, and performance of this Assignment 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 Assignment.

3. This Assignment may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Assignment. 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.

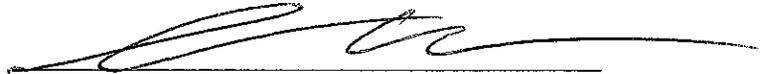
4. This Assignment will be governed by and construed in accordance with the laws of the state of Idaho, without regard to conflict of laws principles.

5. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Assignment, to rescind this Assignment, or otherwise with respect to the subject matter of this Assignment, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, 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 Assignment as of the date first written above.

ASSIGNOR:

DBTV Agricultural Holdings, LLC, a Delaware limited liability company

By: 

Name: Timothy W. Eck
Managing Member, EAMI LLC
Its: Manager

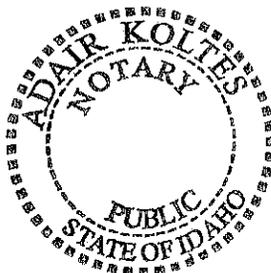
STATE OF **Idaho**

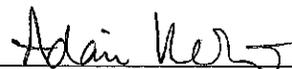
) ss.

County of **Ada**

On this 10th day of September, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Timothy W. Eck**, known or identified to me to be the person whose name is subscribed as Managing Member of EAMI, LLC, Manager of DBTV Agricultural Holdings, LLC, a Delaware limited liability company and to the within instrument, and acknowledged to me that he executed the same as such.

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Notary Public for Idaho
My commission expires on 6-05-16

ASSIGNEE:

Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes

By: _____
Name: Corey D. Barton
Its: President

STATE OF **Idaho**

) ss.

County of **Ada**

On this ____ day of September, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Corey D. Barton**, known or identified to me to be the person whose name is subscribed as President of Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes and to the within instrument, and acknowledged to me that he executed the same as such.

S
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Notary Public for _____
My commission expires on _____

RESOLUTION NO. R32-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Idaho Humane Society to provide animal control services in the City of Kuna for the fiscal year commencing October 1, 2013 and ending September 30, 2014 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

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

This agreement is made and entered into this ___ day of October 2013, by and between the City of Kuna, hereinafter referred to as "City," and the Idaho Humane Society, Inc., hereinafter referred to as "Humane Society."

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

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

WITNESSETH:

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

1. Period of Agreement. This agreement shall cover a one-year period beginning the 1st day of October 2013, and ending the 30th day of September 2014.
2. Animal Control Enforcement. The Humane Society shall be the City's Animal Control Contractor and shall be responsible for the enforcement of all animal regulatory ordinances of the City Code, except as otherwise agreed in writing by the parties to this agreement. In carrying out this responsibility, the Humane Society shall:
 - a. Provide timely animal control services within the City limits including investigating complaints, responding to calls for service, patrol (as time is available), issuing citations to suspected violators and following through in court when subpoenaed, apprehending and impounding stray animals and other animals as required in the City Code, picking up dead or injured animals within the road right-of-way in the City limits and other services as appropriate.
 - b. Holding, preparing records regarding, and providing disposition of impounded animals, consistent with City Code requirements and Humane Society goals.
 - c. Providing other services designed to support the goal of responsible animal ownership in Kuna including, but not limited to public information, acting as the City's expert consultant regarding legislation and other matters regarding animal control in the community.
 - d. The Humane Society shall be the agent of the City in enforcing Title 10, Chapter 3 of the City Code and pertinent provisions of the Idaho Code relating to animal cruelty and animal control. The Humane Society shall be responsible for selecting and training qualified officers and employees to carry out these services. The Humane

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

- e. Provide the City with a monthly update related to calls for service, citations issued and animals impounded.
3. Compensation and Payment. The City agrees to pay the Humane Society for animal control services provided within City limits during the period of this contract. Compensation to the Idaho Humane Society for Animal Control Services for FY 13/14 (October 1, 2013 through September 30, 2014), shall be \$54,452.00, payable in twelve equal installments, beginning in October 2013.

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

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

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

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

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

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

DATED this ___ day of September, 2013

APPROVED:

CITY OF KUNA
ADA COUNTY, IDAHO

IDAHO HUMANE SOCIETY, INC.
ADA COUNTY, IDAHO



W. GREG NELSON
MAYOR

JEFF ROSENTHAL, DVM
CHIEF EXECUTIVE OFFICER

ATTEST:

CITY CLERK/TREASURER

(seal)

RESOLUTION NO. R33-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Sheriff to provide law enforcement services in the City of Kuna for the fiscal year commencing October 1, 2013 and ending September 30, 2014 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**JOINT POWERS AGREEMENT BETWEEN
THE ADA COUNTY SHERIFF'S OFFICE AND THE CITY OF KUNA
RELATING TO LAW ENFORCEMENT SERVICES**

This Joint Powers Agreement ("Agreement") made and entered into this _____ day of _____, 2013, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff's Office** ("ACSO") and the **City of Kuna**, Idaho, a municipal corporation of the State of Idaho ("City").

WITNESSETH

WHEREAS, the ACSO desires to contract with the City to provide high quality, well trained, law enforcement personnel, services, and functions in the County and within the City, and

WHEREAS, the City desires to contract with the ACSO for high quality, well-trained law enforcement personnel, services, and functions within the boundaries of the City, as provided by the ACSO;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The ACSO will provide to the City, the law enforcement personnel, services, and functions described in this Section 1, at the rates listed in Exhibit A, attached hereto and incorporated herein by reference.

1.1. City Services. The services provided to the City shall consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City, except as may be modified by Section 1.4, below. City services include:

- a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Detectives to investigate local felony crimes and other incidents including misdemeanor crimes, as directed by the Chief of Police;
- e. Community crime prevention; and
- f. Communications services, including call receiving, and dispatch.

1.2. Discretionary Services. Specialized support services for major crimes, major incidents, and other isolated events outside the capabilities of assigned personnel shall be provided only at the discretion of the ACSO.

1.3. Administrative Services. Administrative services include planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations. ACSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the City for civil matters; for example, personnel issues. These services may be performed at the request of the City in extraordinary circumstances at the discretion of the ACSO.

1.4. Method of Service. The level, degree and type of services and the number of positions assigned to those services shall be determined by the City in consultation with the Ada County Sheriff or his/her designee. It is the intent of the parties that this consultation will occur at the beginning of the City's budget cycle and that both parties will work to complete this process in an expeditious manner.

a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.

b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.

c. Support and administrative services shall be provided to the City at the level, degree and type as provided by the ACSO in unincorporated Ada County.

d. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

1.5. Compensation.

a. Total Cost. Total cost is reflected on Exhibit A.

b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.

c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$1,518,954.76** for the

term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall commence November 10th.

d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.

e. Discretionary Overtime. It is the intent of the City and the ACSO to provide operational overtime when requested for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

1.6. Special Provisions.

a. Stabilization of Personnel. The ACSO will coordinate transfers of personnel to minimize the time positions are vacant, as well as the impact of vacancies to the City. Any reduction in level of service will be reported to the City.

b. Computers. The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.

c. City Police Facility. The City may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable City, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned ACSO

personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

1.7. Reporting.

a. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

b. Notification of Criminal Activity. The ACSO will notify the City in the event of a significant occurrence within the City.

c. Monthly Reports. The ACSO will provide monthly reports on traffic incidents and criminal activity to the City, which can be provided electronically. On a quarterly basis, the ACSO will appear before the City Council and provide further information as requested.

1.8. Personnel and Equipment. The ACSO is acting hereunder as an independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO. Allegations of misconduct shall be investigated in accordance with ACSO protocol.

b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the ACSO.

c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO hereunder shall be that of the ACSO.

d. Provision of Personnel. The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the ACSO is retained by the ACSO.

e. Municipal Violations. ACSO commissioned personnel may cite violations of City ordinances.

1.9. City Responsibilities. In support of the ACSO providing the services described herein, the City promises the following.

a. Municipal Police Authority. The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.

b. Special Supplies. The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

1.10. Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2013, and unless otherwise terminated, shall continue in effect until September 30, 2014. This Agreement may be renewed upon the mutual written consent of the parties.

1.11. Termination Process. Each party may initiate a process to terminate this Agreement as follows:

a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving (60) days written notice to other parties.

b. Transition Plan. Within 30 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

c. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within 60 days of billing, the ACSO may charge an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City fails to make a monthly payment within 120 days of billing, the ACSO may terminate this Agreement.

1.12. Indemnification.

a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims

whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

1.13. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the ACSO or City during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code sections 9-335 and 9-337 et seq.

1.14. Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the ACSO.

1.15. Agreement Administration.

a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The City Mayor shall refer any prosecution services problem to the Ada County Prosecuting Attorney. The Sheriff, Prosecuting Attorney, and Mayor shall meet as necessary to resolve such issues.

1.16. Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF KUNA

By: _____
W. Greg Nelson, Mayor

ATTEST:

Kuna City Clerk

ADA COUNTY SHERIFF'S OFFICE

Gary Raney, Sheriff

BOARD OF ADA COUNTY COMMISSIONERS

David L. Case, Commissioner

Jim Tibbs, Commissioner

Rick Yzaguirre, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

EXHIBIT A
ADA COUNTY SHERIFF'S SERVICE RATE
EFFECTIVE 10/1/2013

City of Kuna 2013-2014 Budget Summary

<u>Personnel</u>				\$ 1,444,017.13
<u>Equipment / Uniforms</u>				\$ 22,476.83
<u>Operational</u>				30,804.20
<u>Vehicles</u>				\$ 119,095.86
	<u>Support</u>	<u>\$/Part A Crimes</u>	<u># Part A Crimes</u>	
		\$ 35.00	558	\$ 19,530.00
Budget Subtotal				\$ 1,635,924.02
<u>Credits</u>				116,969.26
Credit Subtotal				\$116,969.26
<u>Budget Subtotal</u>				\$ 1,635,924.02
<u>Credit Subtotal</u>				\$116,969.26
Grand Total				\$ 1,518,954.76

<u>Personnel</u>	<u>Number</u>	<u>Cost</u>	<u>Annual Total</u>
<u>Position</u>			
<u>Lieutenant</u>	1	\$ 139,662.91	\$ 139,662.91
<u>Sergeant</u>	2	\$ 124,815.50	\$ 249,630.99
<u>Detective</u>	2	\$ 107,413.10	\$ 214,826.20
<u>Deputy</u>	8	\$ 103,032.22	\$ 824,257.76
<u>Code Enforcement</u>	0	\$ 54,576.00	\$ -
<u>Clerk (FT)</u>	0	\$ 46,781.50	\$ -
<u>Clerk (PT)</u>	0.5	\$ 15,639.27	\$ 15,639.27
Personnel Subtotal	13.5		\$ 1,444,017.13

Contract Amount \$ 1,518,954.76

Payments

October	\$ 126,579.56
November	\$ 126,579.56
December	\$ 126,579.56
January	\$ 126,579.56
February	\$ 126,579.56
March	\$ 126,579.56
April	\$ 126,579.56
May	\$ 126,579.56
June	\$ 126,579.56
July	\$ 126,579.56
August	\$ 126,579.56
September	\$ 126,579.56

Total Payments \$ 1,518,954.76

RESOLUTION NO. R34-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Prosecuting Attorney to provide prosecutorial services in the City of Kuna for the fiscal year commencing October 1, 2013 and ending September 30, 2014 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

AGREEMENT NO. _____

**JOINT POWERS AGREEMENT BETWEEN ADA COUNTY,
THE ADA COUNTY PROSECUTING ATTORNEY'S OFFICE,
AND THE CITY OF KUNA
RELATING TO PROSECUTION SERVICES**

This Joint Powers Agreement (“Agreement”) made and entered into this _____ day of _____, 2013, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the Ada County Prosecuting Attorney, (“PA”) and the City of Kuna, Idaho, Idaho, a municipal corporation of the State of Idaho ("City").

WITNESSETH

WHEREAS, the City desires to contract with the PA for the performance of the hereinafter described prosecutorial services within its boundaries by the PA; and

WHEREAS, the PA desires to provide prosecutorial services to the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Prosecution Services.

1.1 The PA agrees to prosecute such City code or state code violations as may be investigated and/or charged by Ada County Sheriff’s Office (“ACSO”) subject to the PA’s absolute discretion in such matters as set forth in Section 1.2.

1.2 Services provided pursuant to this Agreement shall encompass duties and functions of the type directly related or incidental to the jurisdiction of, and customarily rendered by, the PA under the statutes of the State of Idaho or the code of the City. The PA shall have and retain absolute discretion on all matters included in this Agreement, such as, but not limited to, decisions on charging, case strategy, and dismissal. In cases where the City is the victim, the PA

shall afford the City all of the rights outlined in Idaho Code § 19-5306. Services rendered in accordance with this subsection are understood to include defending the constitutionality of City's ordinances in a criminal case when the PA has determined to charge pursuant to City code.

1.3 The PA agrees to provide to the City written monthly reports detailing the number of citations and formal complaints filed for misdemeanor cases, a summary of all charges filed, the number of court appearances for each case, if there is a victim or victims in each case, the final disposition of the case, including if the charges were amended or reduced, and the term of any jail sentence imposed.

1.4 In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of **\$48,911.00** for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments. Payments shall be due on the tenth of the month, commencing on November tenth.

1.5. Personnel and Equipment. The PA is acting hereunder as independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the PA.

b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the PA.

c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the PA hereunder shall be that of the PA.

d. Provision of Personnel. The PA shall furnish all personnel and such resources and material deemed by the PA, in its sole discretion, as necessary to provide

the level of prosecution service herein described. Ownership of equipment purchased by the PA to perform its duties under this agreement is retained by the PA.

1.6. Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2013, and unless otherwise terminated, shall continue in effect until September 30, 2014. This Agreement may be renewed upon the mutual written consent of the parties.

1.7. Termination Process. Each party may initiate a process to terminate this Agreement as follows:

a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving (60) days written notice to other parties.

b. Transition. Within 30 days of the receipt of such written termination notice, the parties shall work together to provide for an orderly transition of responsibilities from the PA to the City. The overarching goal of the transition will be to ensure there is no disruption in service to the City. Each party shall bear its respective costs, if any, in the transition process.

c. Termination. In the event the City fails to make a monthly payment within 60 days of billing, the PA may terminate this Agreement without further notice.

1.8. Indemnification and Insurance.

a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all

claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the PA does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the PA, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.9. Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the PA.

1.10. Agreement Administration.

a. Agreement Administrators. The City Mayor or his/her designee and the elected Ada County Prosecuting Attorney or his/her designee shall serve as agreement administrators to review performance and resolve operational problems.

1.11 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF KUNA

By: _____
W. Greg Nelson, Mayor

ATTEST:

Kuna City Clerk

BOARD OF ADA COUNTY COMMISSIONERS

David L. Case, Chairman

Jim Tibbs, Commissioner

Rick Yzaguirre, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

GORDON N. LAW
CITY ENGINEER



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

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: NPDES Permit Renewal
HDR Engineers, Inc.

DATE: September 24, 2013

REQUEST: Approve Resolution for HDR Task Order No. 2

Attached hereto is a proposed consultant services Task Order No. 2 and resolution, which resolution, if approved by Council, would authorize the signing of the Task Order and the expenditure of up to \$14,050, for consultant services related to preparing and filing an application for renewal of the City's NPDES permit. Permit renewal occurs every five years and the terms of a permit renewal (if poorly done) can dramatically and needlessly affect future City sewer expenditures - hence the request for technical assistance.

Accordingly, the City Engineer recommends approval of the attached resolution. The task order relies on the terms in an existing Master Services Agreement already in place between the City and HDR for the screen project.

Attachment

RESOLUTION NO. R35-2013

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled “Task Order No. 2 - NPDES Permit Technical Assistance”, by and between said city and HDR Engineers, Inc., which Agreement is for consulting services to support application for renewal of the City’s NPDES Permit, and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of October, 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of October, 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
TASK ORDER NO. 2

This Task Order pertains to an Agreement by and between City of Kuna, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated March 19, 2013, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 02
PROJECT NAME: KUNA-NPDES Permit Technical Assistance

- PART 1.0 PROJECT DESCRIPTION: NPDES permitting technical assistance (see attached Scope of Services).
- PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: The Scope of Services is for NPDES permit technical assistance to aid the City of Kuna in submitting the NPDES permit renewal application
- PART 3.0 OWNER’S RESPONSIBILITIES: As defined on the attached Scope of Services.
- PART 4.0 PERIODS OF SERVICE: Through September 30, 2014.
- PART 5.0 PAYMENTS TO ENGINEER: Compensation will be on a time and materials basis not to exceed \$14,050.

This Task Order is executed this _____ day of _____, 20__.

CITY OF KUNA
“OWNER”

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

BY: _____

NAME: _____

NAME: Karen M. Doherty, P.E.

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 412 E. Parkcenter Blvd
Suite 100
Boise, ID 83706

SCOPE OF SERVICES

City of Kuna

Task Order No. 2 NPDES Permitting Technical Assistance

BACKGROUND

The City of Kuna currently discharges treated water from the Wastewater Treatment Plant to Indian Creek as permitted under the National Pollutant Discharge Elimination System (NPDES) program. The City of Kuna's current NPDES permit was effective on June 1, 2009 and expires on May 31, 2014. As required in the NPDES permit, the City of Kuna must apply for permit renewal on or before 180 days before the expiration of the permit.

Since the Lower Boise River TMDL for phosphorus was not completed when the City of Kuna received the current NPDES permit, EPA issued an NPDES permit that included effluent total phosphorus limits equal to the endpoint in the downstream Snake River-Hells Canyon TMDL. The City of Kuna received the first permit in the Lower Boise River watershed with effluent TP limits of 0.07 mg/L.

The following scope of services is for NPDES permit technical assistance to aid the City of Kuna in submitting the NPDES permit renewal application.

PROPOSED SCOPE OF SERVICES

The proposed scope of HDR services includes the tasks listed below. HDR will commence with this scope of services upon notice to proceed.

Task 100 - NPDES PERMIT APPLICATION FOR SUBMITTAL

Objective

Draft a National Pollutant Discharge Elimination System (NPDES) permit application for the City and prepare the materials for submittal from the City of Kuna to US Environmental Protection Agency (EPA) based on data from the City and readily available public information.

Approach

The approach involves drafting the application based on current information and the results of the strategy decisions made with the City. Incorporate the information from the discussions with the City into the application to assist EPA in understanding the City's long-term approach for treatment and effluent management. Compile and present the information and data required in the permit application format, EPA Form 2A and 2S.

- The permit application includes the following items:
 - Map with topography of the facility
 - Description of industrial users and pretreatment requirements
 - Wastewater treatment process information and flow diagram
 - Effluent data, which will be compiled in the trend viewer and summarized as required for inclusion in the permit application.
 - Existing reported biotoxicity data

- Existing receiving stream data
 - Description of and data on biosolids and land application processes
- NPDES permit renewal application will include appendices to build technical support for desired permit modifications, including seasonal, load based limits for phosphorus if discussions with the City result in the desire to pursue these options with EPA.
- Conduct up to four (4) coordination conference calls and two (2) coordination meetings with the City of Kuna. Prepare agenda and notes for coordination conference calls.
 - Conduct a meeting or conference call with Idaho DEQ staff to discuss the Section 401 Certification process for compliance with Idaho water quality standards.
 - Conduct a meeting or conference call with EPA Region 10 staff and permit writer to discuss the permit renewal application.
- Assist City in preparation of review comments on the following:
 - Preliminary draft NPDES Permit from EPA Region 10
 - Draft Section 401 Certification from Idaho DEQ
 - Review comments on the public notice version of the final draft NPDES Permit

Assumptions

- The City of Kuna will provide the necessary data for the application, including effluent data, WET testing results, expanded effluent testing as required in the permit application forms, and receiving water quality data within 2 weeks of NTP.
- Receiving stream data will be based on readily available information as collected by the City, DEQ, and/or USGS and as provided by the City or otherwise in the public domain.
- No new biosolids and land application sites, individual permits, or otherwise will be included beyond the NPDES permit application requirements.
- Consultant will address City comments and provide final NPDES permit application for submittal from the City to EPA.

City Input

- City of Kuna will provide the following information to the Consultant:
 - Current NPDES permit and previous draft and/or final permit applications
 - 2012 topographic contour map for the permit application
 - List of significant industrial users and flow and load characteristics (existing and new)
 - Annual pretreatment report
 - Effluent data from 2009 through August 2013
 - Biototoxicity analysis and reports from 2009 through August 2013
 - Current biosolids and land application information
- The City will provide one set of reconciled comments on the review draft permit application within 10 working days of receiving the draft submittal.

Deliverables

- Draft NPDES permit application in Word .doc format for City review
- Final NPDES permit application in Word .doc format ready for submittal by the City

- Conference call agenda and notes in .pdf format transmitted via e-mail.

Task 200 - **PROJECT MANAGEMENT**

Objective

Provide scope, schedule, and cost control services.

HDR Subtasks

- Communicate scope, schedule, and budget status with the City and the project team through project management plan, telephone calls, and email communications.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion
- Prepare progress reports and invoices that summarize the work progress to date, budget expenditures to date, and identify information requirements or decisions that need to be made by the City.

City Involvement

- Interface with HDR on project issues.

Assumptions

- If the scope changes during the life of the project, modification to this task order will be required per the terms and conditions of the Agreement.
- Conference calls will occur every two weeks through the duration of the task order, will include HDR's project manager, design manager, and will last no more than one hour.
- Up to two (2) progress reports and invoices will be prepared during the duration of the task order.
- Progress report and invoice format will follow standard HDR format.
- Direct expenses for travel, printing, technology, and telephone conferences will be billed to City.

Deliverables

- Progress reports and invoices in .pdf format transmitted via e-mail.

Additional Services

Development of the NPDES permit application may lead to the discussion of other potentially beneficial pursuits for City consideration. Some of those considerations are identified below and outlined in optional tasks for the City's consideration. These are as requested tasks for which budgets and schedules will be developed at the time of authorization.

Task 300 - **TEMPERATURE PERMITTING SUPPORT (AS REQUESTED)**

Objective: Address wastewater temperature issues driven by cold water aquatic criterion which may restrict Kuna's surface water discharge to Indian Creek. The water quality criteria for salmonid spawning is 13°C (maximum day, maximum temperature) and 9°C (maximum daily average temperature).

1. Discuss the implications of monitoring data.
2. Evaluate thermal load management options including potential offsets and mitigation.
3. Assist the City in developing a long term approach

Task 400 - **TREATMENT PROCESS OPTIMICATION (AS REQUESTED)**

Objective: Assist the City of Kuna with optimizing the treatment process and potentially identify modifications that provide more economical operation for nutrient removal.

1. Current membrane bioreactor (MBR) treatment process relies on chemical coagulant for phosphorus removal.
2. Biological phosphorus removal may provide for more economical operation. However, this may require modifications to the existing facility and its operation.
3. Assist the City in the evaluation of potentially advantageous modifications to the existing treatment process to reduce chemical costs and solids residuals production

Task 500 - **CONCEPTUAL PLAN FOR RECYCLED WATER (AS REQUESTED)**

Objective: Conceptual development and review of a recycled water reuse plan for surface water loading offsets on phosphorus, temperature, and other water quality parameters.

1. Effluent reclamation and reuse provides high quality water for many uses and reduces the demand on potable water supplies for uses such as outdoor irrigation. The resulting offsets from surface water discharges to Indian Creek may provide the City with an option for more economical operation or aid in compliance with effluent limits that may be technically infeasible, such as temperature.
2. Consider the potential for reclaimed water reuse infrastructure to provide benefits to the City, including the potential for use with the existing city irrigation system.

PROJECT SCHEDULE

ERROR! REFERENCE SOURCE NOT FOUND.

The project schedule for performing the task order is as follows:

Task	Schedule (NTP September 16, 2013) ¹
Task 100 - NPDES Permit Application for Submittal	Start: NTP Duration: 8 weeks
Task 200 - Project Management	Throughout the duration of the project

1) This schedule is based upon an assumed notice to proceed. If the notice to proceed is delayed, the project schedule will shift the corresponding number of calendar days.

COMPENSATION

ERROR! REFERENCE SOURCE NOT FOUND.

The estimated cost to complete this Scope of Services is presented in the table below.

Task	Budget
Task 100 - NPDES Permit Application for Submittal	\$11,801
Task 200 - Project Management	\$2,249
TOTAL	\$14,050

HDR will invoice the City of Kuna for professional services described in this Proposal on a time and materials basis. For the activities described in the Scope of Services, HDR estimates a professional services fee of not to exceed the amounts described in the table above without written authorization from the City.

GORDON N. LAW
CITY ENGINEER

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

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



March 21, 2013

Brad Bjerke, P.E.
c/o HDR Engineering, Inc.
River Quarry at Parkcenter
412 E. Parkcenter Blvd., Suite 100
Boise, Idaho 83706-6659

Re: Kuna North Wastewater Treatment Plant
2013 Fine Screen Project
Design Agreement

Dear Mr. Bjerke;

On the evening of March 19, 2013, the Kuna City Council approved a Consultant Services Agreement for the above project. The agreement has been signed and is attached hereto. Also included is a signed Task Order and accompanying Scope of Services. Please consider receipt of this letter as authorization to proceed with the Scope of Services as outlined therein.

At your earliest convenience please schedule a start-up meeting for the design with me. You may, however, proceed with preliminary efforts before the meeting. As I will be away from the office from March 25, 2013 through March 29, 2013, I presume our startup meeting would need to be April 1, 2013 or later. In the intervening time, Royce Davis (629-6680) may be contacted for project coordination. We look forward to working with you on this project. If the City may be of further assistance, feel free to contact the City Engineer at 287-1727.

Sincerely,

Gordon N. Law
Kuna City Engineer

Enclosures

Cc: Royce Davis

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this 19th day of March, 2013, between City of Kuna, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

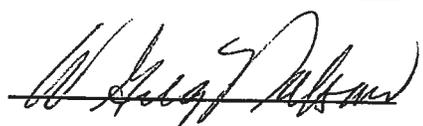
SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

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

CITY OF KUNA

"OWNER"

BY: 

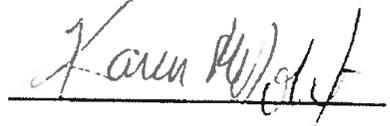
NAME: W. Greg Nelson

TITLE: Mayor

ADDRESS: 763 W. Avalon St.
Kuna, Idaho 83634

HDR ENGINEERING, INC.

"ENGINEER"

BY: 

NAME: Karen M. Doherty, P.E.

TITLE: Vice President

ADDRESS: 412 E. Parkcenter Blvd.
Suite 100
Boise, ID 83706

TELEPHONE (208) 387-7000

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

- PART 1.0 PROJECT DESCRIPTION:
- PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
- PART 3.0 OWNER’S RESPONSIBILITIES:
- PART 4.0 PERIODS OF SERVICE:
- PART 5.0 PAYMENTS TO ENGINEER:
- PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

“OWNER”

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are

instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on

invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of

services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S

SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

GORDON N. LAW
CITY ENGINEER



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

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: North Waste Water Treatment Plant
Fine Screen Equipment Bid

DATE: September 24, 2013

REQUEST: Approve Resolution for Award of Bid

On September 24, 2013, bids were opened for the above project. One bidder (Huber Technology) responded to the invitation to bid.

The results of the bidding are as follows:

1. One - 1 mm perforated plate rotary drum screen – Huber Technology - \$175,000

A resolution is attached, which if approved, authorizes the Mayor and City Clerk to execute all documents necessary to procure the screen. Also attached is a recommendation from the consultants to award the bid. The City Engineer concurs with the recommendation. Approval of the bid will initiate assembly of the equipment and ultimate delivery. Our consultants will also commence final design of the on-site facilities.

The amount expended for the project thus far in FY2013 is \$41,367. The amount budgeted for FY2014 is \$570,000. The additional funds available in the Sewer Fund contingency account are \$200,000.

Attachments: Resolution
Consultant Recommendation Letter

ONE COMPANY | *Many Solutions*™

September 26, 2013

Gordon N. Law
Kuna City Engineer
P.O. Box 13
Kuna, ID 83634

Subject: Award of Fine Screen

Dear Mr. Law,

The August 2013 Preliminary Engineering Report (PER) recommended a secondary fine screen was needed at the Kuna's wastewater treatment plant to solve a problem with pre-mature membrane fouling. The PER that was reviewed and approved by Idaho Department of Environmental Quality, recommended using a 1 mm opening perforated plate design with the secondary fine screen installed between the headworks and aeration basins. Due to the long delivery time of the screen (approximately 7 months), the delivery method recommended the City of Kuna pre-purchase the screen equipment with a separate bid package for installation issued in January 2014.

The fine screen pre-purchase was advertised on August 28th and September 11th. The bid date was set for September 24, 2013 at 2 pm. One bid was received from Huber Technology, Inc. with a price of \$175,000. The other potential bidder, Bilfinger Water Technologies decided not to submit a bid. Bilfinger is new to the fine screening market (purchased Johnson Screen in early 2013) and after reviewing the specification and current manufacturing capabilities (in Italy) decided they were not ready to manufacture a screen at this time.

The vendor with the most extensive fine screening experience is Huber Technology, a German company. A similar screening problem in Olympia Washington was solved by installing a Huber screen. To understand if the bid price is in the appropriate range, Kuna can review Table 4-1 in the PER. The budgetary costs provided by three vendors ranged from \$155,740 to \$235,000 (the lower cost estimate was from Bilfinger). The budgetary value supplied by Huber for the PER was \$175,000.

Huber Technology, Inc. fine screen meets the specifications requirements defined in the pre-purchase documents. The bid price is within the expected range of cost. We do not believe re-bidding will provide a different outcome. Therefore, we recommend the purchase of the 1 mm Fine Screen from Huber Technology, Inc. for \$175,000.

If you have any questions feel free to contact us via email at brad.bjerke@hdrinc.com or contact our office at (208) 387-7073.

Sincerely,
HDR ENGINEERING, INC.



Bradley S. Bjerke, PE
Project Manager

Enclosures: Huber bid package

cc. File: 208108

RESOLUTION NO. R36-2013

WHEREAS, City of Kuna, Idaho has received bids for the screen equipment purchase portion of the NWWTP Fine Screen Project; and

WHEREAS, the apparent low bidder for said Project is **Huber Technology**; and

WHEREAS, the bid submitted by **Huber Technology** is responsive to the bid requirements:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that said City approves the award of bid to **Huber Technology** in the amount of one hundred seventy-five thousand dollars and no cents (\$175,000.00) for the screen equipment purchase portion of the NWWTP Fine Screen Project; that Council directs the expenditure of available funds from the Sewer Fund for said project, and the Mayor and Clerk of said City are hereby authorized to execute the agreements for securing the services of said bidder for said Project upon receipt of acceptable bonds, binders, certifications and documentation as provided in the official contract documents of the screen equipment purchase portion of the NWWTP Fine Screen Project; and which unsigned copy of the Agreement is attached hereto, and made a part hereof, as if set forth in full, subject to the provisions of Addendum No. 1.

PASSED BY THE COUNCIL of Kuna this 1st day of October, 2013.

APPROVED BY THE MAYOR of Kuna this 1st day of October, 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



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P.O. BOX 13
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www.cityofkuna.com

GORDON N. LAW
 CITY ENGINEER

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

Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
 Kuna City Engineer

RE: Farm Mule
 Award of Bid
 Authorization to Sign Purchase Documents

DATE: September 17, 2013

REQUEST: Approve Resolution for Award of Bid

The 2014 city budget includes purchase of a utility vehicle (or mule) to be used on the city sewer farm. The purchase replaces an old four-wheeler.

Bids were obtained and are reported as follows:

Honda Pioneer 700	\$13,949.00	Canyon Honda
Polaris Ranger 800	\$15,089.95	Grizzly Motorsports
Kubota 900	\$17,248.00	Idaho Tractor

The staff recommends the lowest price option submitted from Canyon Honda.

The City Engineer concurs with the staff recommendation that the City purchase the Honda Pioneer 700 for \$13,949.00. The budgeted amount is \$14,000. Attached hereto is a resolution, which if approved by Council, authorizes staff to proceed with the purchase.

RESOLUTION NO. R37-2013

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that said City approves the award of bid to Canyon Honda in the amount of thirteen thousand nine hundred forty-nine dollars (\$13,949.00) for a new farm utility vehicle; and the Mayor and Clerk of said City are hereby authorized to execute any and all documents necessary for the purchase of said utility vehicle.

PASSED BY THE COUNCIL this 1st day of October, 2013.

APPROVED BY THE MAYOR this 1st day of October, 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



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GORDON N. LAW
 CITY ENGINEER

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

Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
 Kuna City Engineer

RE: Parks & Water Dept. Pickups
 Award of Bid
 Authorization to Sign Purchase Documents

DATE: September 17, 2013

REQUEST: Approve Resolution for Award of Bid

The 2014 city budget includes purchase of two pickups – one for the Parks Department and one for the Water and Irrigation Departments. Staff (Bob Bachman) recommends that both vehicles are bundled together and purchased from the same bidder. A memorandum is attached explaining the reasoning behind the recommendation.

Bids were obtained and are reported as follows:

F-350 & F-150	\$56,223.42	Dan Wiebold Ford
3500HD & 1500	\$57,912.46	Edmark Chevrolet
3500ST & 1500HFE	\$17,248.00	Chrysler Group

The staff recommends the lowest price bundled option submitted from Dan Wiebold Ford.

The City Engineer concurs with the staff recommendation. The budgeted amount is \$37,000 from Parks, \$4,000 from Irrigation and \$17,600 from Water. If the recommendation is accepted, Parks would pay \$36,917.07, Irrigation would pay \$3,861.27 and Water would pay \$15,445.08. Attached hereto is a resolution, which if approved by Council, authorizes staff to proceed with the purchase.

RESOLUTION NO. R38-2013

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that said City approves the award of bid to Dan Wiebold Ford in the amount of fifty-six thousand two hundred twenty-three dollars and forty-two cents (\$56,223.42) for one new F-350 pickup and one new F-150 pickup; and the Mayor and Clerk of said City are hereby authorized to execute any and all documents necessary for the purchase of said pickups.

PASSED BY THE COUNCIL this 1st day of October, 2013.

APPROVED BY THE MAYOR this 1st day of October, 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



CITY OF KUNA
P.O. BOX 13
KUNA, ID83634
www.cityofkuna.com

BOB BACHMAN
 FLEET VEHICLE DEPARTMENT/BUILDING
 MAINTENANCE/IBC INSPECTOR

Telephone (208) 577-8794; Fax (208) 922-5816
Email: bbachman@cityofkuna.com

To: Mayor Nelson, Council Members and Gordon Law

From: Bob Bachman, Fleet Vehicle Department/Building Maintenance/IBC Inspector

Date: 9-10-13

Subject: Parks Department new fleet vehicle/Water Department F-150

Hello,

I have put together bids on three different trucks for the Parks Department and Water Department (see below at the bottom of this page). All three trucks meet the needs of the Parks Department and the Water Department.

For the Parks Department, it would be my recommendation to purchase the 2014 Ford F-350 from Dan Wiebold Ford. The City of Kuna currently owns a 2013 F-550 with the same engine and requires all of the same fluid and maintenance requirements (specs) that the new recommended Ford F-350 would use, requiring less inventory on air filters, oil, oil filters, etc. The 2014 F-350 from Dan Wiebold Ford costs \$842.64 more than the 2014 3500 Chevrolet Silverado from Edmark Chevrolet. However, Dan Wiebold Ford will give us a "bulk" discount if we purchase both the 2014 F-350 for the Parks Department and the 2014 F-150 for the Water Department (see more details below about the Water Department truck). The overall savings would be \$1,688.99 compared to the next lowest bid from Edmark Chevrolet, and \$8,956.58 cheaper than the bid from Chrysler Group.

For the Water Department, it would be my recommendation to purchase the 2014 F-150. The Ford F-150 bid was the lowest of all three trucks at \$19,306.35. Both vehicles are 10-12 weeks out.

Bids

Dan Wiebold Ford F-350 Bid- \$36,917.07 (2014) Parks	
Dan Wiebold Ford F-150 Bid-\$19,306.35 (2014) Water	Total Bid = \$56,223.42 (Recommendation)
Edmark Chevrolet 3500hd Bid-\$36,074.36 (2014) Parks	
Edmark Chevrolet 1500 Bid-\$21,838.10 (2014) Water	Total Bid = \$57,912.46
Chrysler Group 3500 ST. Bid-\$40,922 (2013) Parks	
Chrysler Group 1500 HFE Bid-\$24,258.00 (2013) Water	Total Bid = \$65,180.00

Thank You,
 Bob Bachman, Fleet Vehicle Department



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GORDON N. LAW
CITY ENGINEER

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

Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Replacing Pond 7 Blower
Energy Audit
Authorization to Proceed

DATE: September 26, 2013

REQUEST: Approve Resolution for Authorization to Proceed

The 2014 city budget includes replacement of a blower at Pond 7, which has been a major and repeated repair problem. This same blower has also been targeted by Idaho Power as an excellent candidate for its CUSTOM EFFICIENCY grant program wherein Idaho Power will reimburse the city as much as 75% of the replacement cost of the blower. In order to qualify for the grant, an energy audit needs to be done to demonstrate the energy savings, which Idaho also shares in the cost at 75%.

Idaho Power's energy consultant, Cascade Energy, has provided an estimate of cost for the audit of \$7,467, or a net cost to the city of \$1,867. The city pays the consultant and is then reimbursed. The supporting documentation is attached. The City Engineer recommends the audit is done.

Attached hereto is a resolution, which if approved by Council, authorizes staff to proceed with the audit.

RESOLUTION NO. R39-2013

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that said City approves the performance of an energy audit by Cascade Energy related to the Pond 7 Blowers, cost of said audit to be approximately seven thousand four hundred sixty-seven dollars (\$7,467.00); and the Mayor, Clerk and staff of said City are hereby authorized to execute any and all documents necessary for the performance of said audit.

PASSED BY THE COUNCIL this 1st day of October, 2013.

APPROVED BY THE MAYOR this 1st day of October, 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

IND 0401

ENERGY ANALYSIS REPORT PROPOSAL



A. General Information

Consulting Firm: Cascade Energy, Inc.
4587 West Cedar Hills Drive, Suite 220
Cedar Hills, UT 84062

Consultant Contact: Paul Wilson
Consultant Phone: (801) 770-4335
Consultant Email: paul.wilson@cascadeenergy.com

Serving Utility: Idaho Power

Project Name: Kuna WWTP Pond 7 Retrofit
Customer Name: City of Kuna, Idaho
Kuna Wastewater Treatment Lagoon (South plant)
3400 Swanfalls Road
Kuna, ID 83634

Customer Contact: Royce Davis
Wastewater Superintendent
6950 N. Ten Mile Rd
Kuna, ID 83634
208-287-1722 ext. 304

Contact Phone: (208) 287-1722
Contact Email: Royce@cityofkuna.com

Date of Proposal: June 25, 2013

B. Description of Process, Subsystem, or Equipment to be Reviewed

The City of Kuna owns and operates two wastewater treatment plants. The older facility was expanded in 2003 with the addition of a new aerated pond (Pond 7). It included two positive displacement blowers at 150-hp each.

Water/Wastewater Specialist Layne McWilliams (Cascade) and Idaho Power staff visited the facility in late May. The plant operators indicated that the system is essentially uncontrolled at this point. One blower runs 24/7 regardless of flow or load. The other blower was out of service during our visit for maintenance. In the years since the plant was expanded, a new wastewater treatment facility was constructed that takes roughly half of the wastewater load off the lagoon plant. Handheld dissolved



oxygen (DO) monitors show elevated DO levels most of the time. Thus, continual DO monitoring coupled with DO control and/or timer control offer significant potential savings.

The facility operates 24/7.

C. Anticipated Energy Efficiency Measures

The following potential energy efficiency measures have been identified:

EEM 1 - DO Monitoring and Timer Control

- Install and wire on-line DO sensor to continuously monitor oxygen levels in the tank. Utilize DO profile to develop timer-based control strategy.

EEM 2A - Add VFD for direct DO control

- Install a new 1.50 hp VFD to adjust speed of blower in proportion to DO signal from new sensor.

EEM 2B - Replace existing blower with high efficiency unit

- Remove existing 150 HP blower and replace with a high-speed turbo unit or hybrid blower with sufficient turndown to take advantage of new DO sensor.

D. Data Logging

A data logger will be installed on the operating blower for a two-week period monitoring motor amps and discharge pressure (in PSIG) on an hourly basis. To save travel time, Nosh Makujina, local to Boise, will perform the site visits associated with data logger installation and retrieval. Plant monitoring reports will be utilized for flow and load information.

E. Analysis Methodology

An analysis of the plant's monthly loading will determine the approximate average SCFM required for treatment. The existing blower curves will be used to determine the power required at reduced speed. For EEM1, the approximate number of "off" hours will be calculated, assuming that the diffuser manufacturer and / or plant designer is comfortable with intermittent aeration in the basin.

To improve cost effectiveness, Paul Wilson will be the primary engineer on this project. Layne McWilliams will provide assistance, oversight and review of the analysis and final report.

F. Assistance Needed from Customer

Cascade will request the plant staff perform and record DO checks at the pond outlet 3 times per day: at start of shift, at mid-day, and at end of shift. If possible, a reading between midnight and 6 a.m. would be helpful. For data logger installation, Cascade requests the assistance of the City's electrician. A ¼" FPT tap on the aeration header is required for installation of the pressure transducer (an existing pressure or temp gage tap can be utilized).



G. Deliverables

Cascade Energy, Inc. proposes to complete a technical analysis study of the EEMs identified above. Furthermore, Cascade Energy, Inc. agrees to deliver an Energy Analysis Report summarizing the EEMs, estimated costs, and potential savings. The report will document electrical energy savings, equipment requirements and cost for this project. The report will include analysis, vendor bids, and supporting information in the appendix.

Also included in the work scope:

- Included at no additional charge is up to 1 hour of phone consultation with the customer to present and explain findings from the report. Should a site visit and formal presentation be required a separate proposal will be provided.

H. Schedule

Work can begin after project approval is received. The total timeframe required for completion of the study is 8 weeks after Cascade receives notification of project approval.

I. Charges

This is a fixed fee proposal, payable upon delivery and acceptance of the final report. It is anticipated that the budget below should provide adequate resources to gather site information, fully analyze the data, and perform the analysis.

A summary of all estimated hours and energy study costs is presented in the following table:



Task	Jr. Engineer Standard \$133/hr	Engineer Standard \$146/hr	Sr. Engineer Standard \$153/hr	Total
Site Work/Travel	0.0	0.0	5.5	\$ 841.50
Analysis	0.0	22.0	5.0	\$ 3,977.00
Cost Estimating	0.0	4.0	1.0	\$ 737.00
Report Preparation	0.0	9.0	2.5	\$ 1,696.50
Labor Sub-Total				\$ 7,252.00

Equipment	Loggers	Weeks	Rate	Total
Data logging	1	2	\$ 75.00	\$ 150.00
Power Logging (Weeks)	0	0	\$ 150.00	\$ 0.00
Thermal Camera (Days)	0	0	\$ 200.00	\$ 0.00
Data Monitoring Sub-Total				\$ 150.00

Expense	Quantity	Unit	Rate	Total
Airline Travel	0	Flights	\$ 350.00	\$ 0.00
Auto Rental	0	Days	\$ 75.00	\$ 0.00
Auto Mileage	100	Miles	\$ 0.550	\$ 55.00
Lodging	0	Days	\$ 100.00	\$ 0.00
Per Diem	0.25	Days	\$ 40.00	\$ 10.00
Expense Sub-Total				\$ 65.00

Total				\$ 7,467.00
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Total Baseline Energy Use	744,686 kWh/yr
Projected Energy Savings	297,874 kWh/yr
Percent Energy Savings	40%
Projected Energy Cost Savings	\$ 11,177
Projected Implementation Costs	\$ 60,000
Estimated Simple Payback	5.4 yrs
Estimated Incentive	\$ 35,745
Estimated Simple Payback After Incentive	2.2 yrs
Total Energy Analysis Cost	\$ 7,467
Energy Analysis Cost per Savings	\$ 0.025 /kWh

J. Disclaimer

1. Cascade Energy, Inc. does not guarantee savings or return on investment.
2. Under no circumstances, shall Cascade be liable for losses associated with equipment or system failure or ensuing production losses or any other incidental or consequential losses in connection with proposed energy study or implementation of the recommended measures derived from the energy study.
3. The customer shall independently evaluate any advice or direction provided as part of the proposed energy study before proceeding with the recommendations.

By authorizing Cascade to proceed with this work scope, the customer agrees to these terms.

Custom Efficiency Program Detailed Audit Application

Idaho Power Use Only			
Rec'd:	9/13/13	Submitted for Pmt:	
C. Rep:	FLOYD	Amt Paid:	
App#:	IND02401	Rate:	1195
kWh/yr:	929,360	\$/yr:	\$18,000



Section 1: Objective

Idaho Power Company offers financial support to conduct detailed audits by eligible* professional engineers and specialists to encourage its customers to identify energy saving opportunities that may lead to improved electrical energy efficiency. Visit www.idahopower.com/energyaudits for more details and example analysis.

This application form, along with a copy of the audit proposal from the Auditor to the Customer, must be submitted to customefficiency@idahopower.com, and then approved by Idaho Power prior to initiating the actual audit.

For qualifying audits, Idaho Power provides an incentive of up to 75% of the audit cost, but not to exceed \$12,500. Each customer site is eligible for one detailed audit each year, unless a project from that audit is initiated via the Custom Efficiency Program. If a project is initiated, the customer may submit for another detailed audit.

This application form is governed by the *Custom Efficiency Program Scoping and Detailed Audit Terms and Conditions (4/12/2013)*, which can be found on the Idaho Power Energy Audit website at www.idahopower.com/energyaudits.

**Idaho Power Company, in its sole discretion, shall determine the eligibility of the professional engineers and specialists to perform the audits based on qualifications, past performance and other appropriate criteria, on a per application basis.*

Section 2: Initial Criteria

- Must be a Schedule 19P or Special Contracts Customer OR
- If Schedule 9 Customer, approval is dependent on completing Self-Audit worksheets which can be found at www.idahopower.com/energyaudits along with example audit reports.
- If your Detailed Audit Application is not approved, we encourage you to complete and submit Self-Audit worksheets and Idaho Power will work with you directly to discuss your opportunities.

Section 3: Customer Information

Building Type Select... Pond 7 Blowers	If Other, type description:	Account No. 8698368720	Date 9/11/13
Contact Person Gordon Law	Position or Title City Engineer	Telephone No. (208) 287-1727	
Company Name City of Kuna	Contact Person E-mail Gordon@cityofkuna.com		
Project Site Address 3400 Swan Falls Rd	City KUNA	State ID	Zip 83639
Customer Mailing Address (if different from Project Site Address) PO, Box 13	City KUNA	State ID	Zip 83639

Section 4: Project Information

Description of Study: (Identify plans to reduce load or improve efficiency; indicate measures to be considered.) Pond 7 D.O. control and blower replacement project.
--

Section 5—Consultant Information

Company Name Cascade Energy	Contact Person Paul Wilson
Position or Title	E-mail paul.wilson@cascadeenergy.com
Company Address 4587 West Cedar Hills Drive	Telephone No. (801) 770-4335
City Cedar Hills	State UT
	Zip 84062

Section 6: Customer Agreement

I, the undersigned, declare that I am a duly authorized representative of the owner of the building described above, and that I have read and agree to comply with the Custom Efficiency Program Scoping and Detailed Audit Terms and Conditions (4/12/13).		
Customer Name (please print) Gordon Law	Customer Signature <i>Gordon Law</i>	Date 9-11-2013

Submit to: customefficiency@idahopower.com

Custom Efficiency Program

Scoping and Detailed Audit Terms and Conditions (4/12/2013)

This Custom Efficiency Program Scoping and Detailed Audit Terms and Conditions (4/12/2013) Agreement ("Agreement") is entered into this 11 day of September, 2013, by and between IDAHO POWER COMPANY, an Idaho corporation ("Idaho Power") and City of Kuna ("Customer"), hereinafter referred to individually as a "Party" or collectively as the "Parties." This Agreement is effective as of the date signed by Customer below.

WHEREAS, Idaho Power is an investor-owned electric utility; and

WHEREAS, Idaho Power has developed the Custom Efficiency Program to promote electrical energy efficiency in the commercial and industrial sector of its service territory through the implementation of applications or process improvements ("Program"); and

WHEREAS, Customer desires to participate in the Program through the performance of a Scoping Audit for the purpose of identifying energy saving opportunities that may lead to improved electrical energy efficiency. Details of the Scoping Audit are more fully set forth in Section 1 and Section 2 of the *Custom Efficiency Program Scoping Audit Application* ("Scoping Audit Application"), attached hereto and incorporated herein by this reference with Idaho Power Scoping Audit Number N/A; and

WHEREAS, Customer desires to participate in the Program through performance of a Detailed Audit for the purpose of identifying energy saving opportunities that may lead to improved electrical energy efficiency. Details of the Detailed Audit are more fully set forth in Section 1 and Section 2 of the *Custom Efficiency Program Detailed Audit Application* ("Detailed Audit Application"), attached hereto and incorporated herein by this reference with Idaho Power Detailed Audit Number 401. The Scoping Audit and Detailed Audit are referred to individually as "Scoping Audit" or "Detailed Audit" or collectively herein as "Audits."

NOW THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

1. The Recitals set forth above are by this reference incorporated herein.
2. Customer agrees to have the Scoping Audit completed by an Idaho Power-approved professional engineer or specialist within ninety (90) days of Idaho Power's approval of the Scoping Audit Application. Customer can request an extension in writing. Such extension may be approved by Idaho Power, in its sole discretion, on a case by case basis.
3. Customer understands that Idaho Power shall cover the cost of the Scoping Audit provided Customer's Scoping Audit Application has been approved by Idaho Power in writing and complies with this Agreement.
4. Customer agrees to have the Detailed Audit completed by a professional engineer or specialist within ninety (90) days of

Idaho Power's approval of the Detailed Audit Application. Customer can request an extension in writing. Such extension may be approved by Idaho Power, in its sole discretion, on a case by case basis. Customer understands that Idaho Power, in its sole discretion, shall determine the eligibility of the professional engineer or specialist performing the Detailed Audit for Customer. Applications received for work to be performed by contractors deemed ineligible by Idaho Power to participate in other Idaho Power Efficiency Programs shall be automatically rendered ineligible for participation and payment under this program.

5. Idaho Power will pay Customer an incentive of up to 75% of the demonstrated and direct cost of the Detailed Audit provided that (i) Customer's Detailed Audit has been approved by Idaho Power and meets the terms of this Agreement, and (ii) Idaho Power's payments in no event shall exceed \$12,500. Customer understands that in order for Customer to receive reimbursement as set forth in this Section 5, Customer must submit any information requested by Idaho Power to verify the costs, including a copy of the auditor's invoice for the work performed and the Detailed Audit final report.

6. Customer shall maintain records related to the Audits for a period of five (5) years after the completion of the Audits. Customer agrees to allow Idaho Power full and free access to the audit records, including measurements, drawings, and calculations, and reports referenced or generated in connection with the Audits. Idaho Power may undertake such measurements, calculations, studies, or reports of the Audits as it deems desirable to determine that the Audits satisfactorily complies with the objectives of the Program.

7. IDAHO POWER NEITHER EXPRESSLY NOR IMPLICITLY WARRANTS ANY PART OF THE AUDITS. CUSTOMER UNDERSTANDS THAT, WHILE IDAHO POWER MAY PROVIDE A PROGRAM TO ENCOURAGE ENERGY EFFICIENCY, IDAHO POWER IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR THE PERFORMANCE OR RESULTS OF THE AUDITS OR THE PROGRAM. IDAHO POWER MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WHATSOEVER THAT CUSTOMER WILL REALIZE ANY ENERGY SAVINGS AS A RESULT OF THE AUDITS OR THE PROGRAM. IN NO EVENT SHALL IDAHO POWER BE RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY INDEMNITY PROVISION OR OTHERWISE RELATED TO THE AUDITS OR THE PROGRAM. CUSTOMER ASSUMES THE RISK OF ANY LOSS OR DAMAGE(S) THAT THE CUSTOMER MAY SUFFER IN CONNECTION WITH ITS PARTICIPATION IN THE AUDITS OR THE PROGRAM.

8. Customer understands that a contractor (not Idaho Power) will perform the Audits. Customer agrees that such entities are independent contractors responsible for its work; that

Idaho Power is not controlling or supervising the Audits and that Idaho Power is not responsible for the contractor's work. Customer shall independently evaluate any information provided as part of the Audits.

9. Customer shall indemnify, hold harmless, reimburse and defend Idaho Power from, for, and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including but not limited to any interest, penalties, or attorneys fees (collectively, "Claims") from third parties arising out of the contractor's work, the Audits, and/or this Agreement, except to the extent caused by Idaho Power's sole negligence.

10. Idaho Power does not endorse any particular manufacturer, contractor or product in promoting the Program. The fact that the names of particular contractors may appear on the Scoping Audit Application, Detailed Audit Application, and/or the Idaho Power Energy Audit website does not constitute an endorsement.

11. Customer will comply with all federal, state, and local safety, building and environmental rules, ordinances, codes, regulations and accepted industry standards applicable to this Program and Agreement.

12. Nothing in this Agreement, nor Customer's participation in the Program, shall create any employment or agency relationship between Customer and Idaho Power, and nothing related to the Program shall be construed or interpreted to place any obligation on Idaho Power to pay Customer any amounts as a result of Customer's participation in or expressly referenced in the Program.

13. Idaho Power is not responsible for any taxes that may be imposed due to reimbursement payments. If reimbursement payments are made directly to Customer: a) Customer shall be responsible for any tax liability imposed as a result of such reimbursement payment(s); (b) taxpayer identification numbers are required from each Customer; and (c) reimbursement payments greater than \$600 shall be reported to the United States Internal Revenue Service.

14. Customer certifies that Customer's maintenance costs, in-house labor costs, overhead costs, or other indirect or direct

costs are not included in the cost of the Audits and are not part of the reimbursement to be paid by Idaho Power.

15. Waivers of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver of either Idaho Power or Customer of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by either Idaho Power or Customer of any right under this Agreement shall be construed as a waiver of any other right.

16. Any obligation in this Agreement, which may involve performance subsequent to termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, including without limitation, indemnification, waiver, and limitation of liability, shall survive.

17. Idaho Power reserves the right to revise, postpone, terminate, or cancel Customer's participation in the Audits or the Program for any reason without prior notice to Customer and without payment. In the event of cancelation, suspension, or termination, Idaho Power shall not be required to (1) pay for the Audits, or (2) perform any other obligations.

18. Idaho Power reserves the right, at its sole discretion, to modify or amend this Agreement by giving notice (which may take place in any form) to the other party. No course of dealing between or among any persons having any interest in this Agreement shall be deemed to change any part of this Agreement or any rights or obligations under this Agreement.

19. Enforcement interpretation of this Agreement shall be in accordance with the laws of the state of Idaho, notwithstanding its choice of law provisions. Venue shall be in Ada County, Idaho. Upon any sale of the Program by the Customer, Customer shall secure an assignment agreement transferring all rights and obligations under this Agreement to the buyer of the Program.

20. By signing below, the Customer is granting release of historical usage information to be sent to the professional engineer or specialist to be used in the Audits analysis.

By signing below you agree that you are duly authorized by the Customer to sign this Agreement on its behalf and you represent to Idaho Power that the Customer has read, understands and agrees to abide by the terms and conditions and all of the Program requirements.

Accepted and Agreed to on Behalf of Customer

Print Name: Gordon Law Title: City Engineer
Signature: [Signature] Date: 9-11-2013

Idaho Power Approvals

Technical Administrator Signature: [Signature] Date: 9/17/13
Peer Review Signature: [Signature] Date: 9/18/13

Todd Schultz, Idaho Power Commercial and Industrial Program Leader

Signature: [Signature] Date: 9-18-13

Requesting Waiver
10/1/13 Meeting



City of Kuna
Rental Request & Rental Agreement
763 W. AVALON
P.O. BOX 13
KUNA, ID 83634

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

Date: 11/28/13
Time: Daytime 9 to 4
 After Hours _____ to _____

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

Event Type:
 Private
 Public

Amenities:
 Electricity
 Tables

Fees:
Bernie Fisher
Bandshell or Gazebo
 \$10 up to 15 people
 \$25 up to 35 people
 \$50 up to 100 people
 \$100 over 100 people
 Cleaning/damage deposit in addition and in the amount of the reservation fee.
 \$10 Electricity

Picnic Tables for parks other than Bernie Fisher Park
 \$25 up to 10 tables
 \$50 over 10 tables

Senior Center
 \$50 first hour
 \$10 additional hour or fraction thereafter
 \$150 cleaning and damage deposit
 After Hours Permit
 \$10 up to 15 people
 \$25 up to 35 people
 \$50 up to 100 people
 \$100 over 100 people

ARE YOU SEEKING PERMISSION TO DRIVE ON PARK GRASS?

\$ 110 Fee Total
\$ 150 Deposit Total
\$ 260 Grand Total

Receipt #
Refund of deposits will be processed as soon as possible

Date: 11-28-2013

Contact person: Diana Cullen

Type of Event: Thanksgiving Potluck

Organization: Lions Club
(If applicable)

Address: PO BOX 59 Kuna Id 83634
(City, State, Zip Code)

Telephone: 724-5542

Senior Center Rules:

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

Park Rules:

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

After Hours Permit Requires:

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

Public Events Requires:

- Special Event Plan (Contact Clerks Office)

Diana Cullen
Applicant Signature of Acceptance and Responsibility

9-19-13
Date

Kuna City Clerk Seal Date
(City Clerk signature required for after hours permits only)

PUBLIC AUCTION OF REAL PROPERTY BY THE CITY OF KUNA, IDAHO

TERMS AND CONDITIONS

SALE DATE: OCTOBER 10, 2013.

TIME: PUBLIC AUCTION COMMENCES PROMPTLY AT 5:30 P.M.

PROPERTY LOCATION:

MINIMUM BID:

ALL BIDDERS MUST PRE-REGISTER PRIOR TO THE AUCTION TO BID ON THE PROPERTY OFFERED FOR SALE.

ALL BIDDERS ARE REQUIRED TO PRE-REGISTER AT THE AUCTION LOCATION. PRE-REGISTRATION SHALL TAKE PLACE ON OCTOBER 10, 2013 BETWEEN 1:00 P.M. AND 5:00 P.M.

AUCTION AND PRE-REGISTRATION LOCATION: CITY HALL, 763 W. AVALON, STREET, KUNA, IDAHO.

TO PARTICIPATE IN THE AUCTION A BIDDER MUST BE A "QUALIFIED BIDDER" MEANING AT THE TIME OF REGISTRATION, THE BIDDER MUST SHOW SATISFACTORY PROOF OF THE FOLLOWING:

1. CERTIFIED FUNDS IN THE AMOUNT OF \$500,000.00 ON DEPOSIT AND VERIFIED BY FIDELITY NATIONAL TITLE, 8665 W. EMERALD AVENUE, STE. 200, BOISE, IDAHO, 83704. FIDELITY NATIONAL TITLE WILL REQUIRE THAT THE FUNDS EITHER BE WIRED, OR CERTIFIED CHECK(S) BE CLEARED BEFORE THE FUNDS ARE VERIFIED. UPON ACCEPTANCE OF THE HIGHEST AND QUALIFIED BID, THE \$500,000.00 SHALL BE DEPOSITED AS EARNEST MONEY; AND
2. SATISFACTORY PROOF THAT THE BIDDER IS ABLE TO CLOSE THE TRANSACTION WITHIN THIRTY (30) DAYS FROM THE DATE OF THE AUCTION.

PLEASE NOTE: NO ONE WILL BE PERMITTED TO BID WITHOUT SHOWING SATISFACTORY PROOF (AT THE TIME OF REGISTRATION) OF VERIFIED FUNDS ON DEPOSIT AT FIDELITY NATIONAL TITLE. NO BIDS WILL BE ACCEPTED BY ANYONE BIDDING WITHOUT PRE-REGISTERING.

THE OPENING (MINIMUM) BID PRICE FOR THE PROPERTY IS \$3,213,900.00.

BIDDERS ARE ENCOURAGED TO OBTAIN ANY INFORMATION REGARDING THE PROPERTY PRIOR TO THE AUCTION BY CONTACTING THE CITY ATTORNEY, AT THE CITY HALL, 763 WEST AVALON, KUNA, IDAHO.

REAL ESTATE BROKERS

REAL ESTATE BROKER PARTICIPATION IS PERMITTED; HOWEVER, THE TOTAL REAL ESTATE BROKERAGE COMMISSION IS PAYABLE BY THE BUYER. IN ORDER TO BID AT AUCTION A BROKER MUST FIRST REGISTER WITH THE CITY OF KUNA BY FILING A DISCLOSURE FORM IDENTIFYING THE REAL ESTATE BROKER AND THE BROKER'S CLIENT. A BROKER MUST PRE-REGISTER AND PROVIDE THE CITY WITH THE VERIFICATION OF THE \$500,000.00 ON DEPOSIT WITH FIDELITY NATIONAL TITLE.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SALE VERY CAREFULLY!

IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THESE TERMS AND CONDITIONS YOU MAY WISH TO CONSULT AN ATTORNEY.

THE FOLLOWING IS A LIST OF SOME OF THE TERMS AND CONDITIONS OF SALE. THE TERMS AND CONDITIONS OF THE SALE ARE NON-NEGOTIABLE AND MUST BE AGREED TO BY EVERY SUCCESSFUL BIDDER DESIROUS OF ENTERING INTO A CONTRACT OF SALE WITH THE CITY OF KUNA, IDAHO.

THERE WILL BE NO EXCEPTIONS.

1. THE PROPERTY IS BEING OFFERED FOR SALE BY THE CITY OF KUNA, IDAHO IN "AS IS" PHYSICAL CONDITION SUBJECT TO ALL ENVIRONMENTAL CONDITIONS AND VIOLATIONS. THE CONDITIONS OF SALE ARE MORE FULLY SPECIFIED IN THE CONTRACT OF SALE WHICH SHALL PROVIDE IN PART THAT THE PROPERTY IS BEING SOLD SUBJECT TO ALL VIOLATIONS, ANY STATE OF FACTS AN ACCURATE SURVEY MAY SHOW, COVENANTS, RESTRICTIONS, EASEMENTS, AND AGREEMENTS OF RECORD AND ANY TENANTS AND/OR PERSONS IN POSSESSION. THE CITY OF KUNA, IDAHO MAKES NO WARRANTIES REGARDING THE STRUCTURES ON THE PROPERTY AND/OR WHETHER SUCH STRUCTURES OR THEIR CURRENT USE COMPLY WITH LOCAL AND/OR MUNICIPAL BUILDING RULES AND/OR REGULATIONS, INCLUDING WHETHER THERE ARE CERTIFICATES OF OCCUPANCY FOR THE EXISTING STRUCTURES ON A PROPERTY OR WHETHER SUCH CERTIFICATES COMPLY WITH THE PRESENT STRUCTURES AND/OR THE CURRENT USE OF THE PROPERTY. ANY PERSONAL PROPERTY, DEBRIS OR GARBAGE NOT REMOVED FROM THE PROPERTY BY THE CITY OF KUNA PRIOR TO A CLOSING ON THE CONTRACT OF SALE WILL BE THE RESPONSIBILITY OF THE PURCHASER TO REMOVE. THE CITY OF KUNA MAKES NO REPRESENTATIONS OR

WARRANTIES REGARDING ANY PERSONAL PROPERTY LOCATED ON THE PROPERTIES THAT IS EXCLUDED FROM THE AUCTION UNLESS OTHERWISE SPECIFIED IN THE CONTRACT OF SALE. THE CITY OF KUNA, IDAHO RESERVES THE RIGHT TO REMOVE ANY AND ALL SUCH PERSONAL PROPERTY PRIOR TO THE CLOSING. THE CITY OF KUNA, IDAHO MAKES NO REPRESENTATIONS CONCERNING THE VALUE, INCOME POTENTIAL OR THE CURRENT AND/OR FUTURE USE OF THE PROPERTY.

ALL BIDDERS SHOULD COMPLETE THEIR DUE DILIGENCE IN CONNECTION WITH THE PURCHASE OF THE PROPERTY PRIOR TO THE AUCTION. ACCORDINGLY, CONTRACTS OF SALE SHALL NOT BE MADE CONTINGENT ON THE BIDDERS COMPLETING A PERIOD OF FURTHER INVESTIGATION OR DUE DILIGENCE.

THE CITY WILL PROVIDED TITLE INSURANCE THROUGH FIDELITY NATIONAL TITLE.

2. THE BIDDING FOR THE PROPERTY WILL START WITH THE MINIMUM BID PRICE. FOR A QUALIFIED BIDDER TO ENTER INTO A CONTRACT OF SALE WITH THE CITY OF KUNA, IDAHO, SUCH QUALIFIED BIDDER MUST HAVE BID THE HIGHEST PRICE FOR THE PROPERTY (REFERRED TO HEREINAFTER AS THE "HIGHEST QUALIFYING BID") AND THAT BID MUST BE ACCEPTED BY THE CITY OF KUNA, IDAHO. THE CITY OF KUNA, IDAHO RESERVES THE RIGHT AND DISCRETION TO REJECT ANY AND ALL BIDS, INCLUDING THE HIGHEST QUALIFYING BID, AND/OR TO WITHDRAW THE PROPERTY FROM THE AUCTION WITHOUT PRIOR NOTICE.

3. UPON ACCEPTANCE OF THE BID, THE \$500,000.00 SHALL BECOME THE EARNEST MONEY DEPOSIT AND THE BIDDER WILL BE REQUIRED TO SIGN A CONTRACT FOR SALE OF THE PROPERTY ALONG THE TERMS OF THE BID, AT THE TIME OF THE AUCTION.

4. CONTRACTS OF SALE ARE NOT CONDITIONAL OR CONTINGENT ON THE PURCHASER OBTAINING MORTGAGE FINANCING, LOAN OR ANY FINANCIAL ASSISTANCE OF ANY KIND, INCLUDING GIFTS, FROM ANY THIRD PARTIES. AT THE CONCLUSION OF THE AUCTION, THE SUCCESSFUL BIDDER MUST IMMEDIATELY EXECUTE THE CONTRACT OF SALE PREPARED BY THE CITY OF KUNA, IDAHO. THE FAILURE TO DO SO WILL RESULT IN THE DISQUALIFICATION OF THE ACCEPTED HIGHEST QUALIFYING BID. THE CONTRACT OF SALE IS A LEGALLY BINDING DOCUMENT AND WILL PROVIDE FOR A TIME OF THE ESSENCE CLOSING DATE OF "ON OR BEFORE" THIRTY (30) DAYS AFTER THE DATE OF THE AUCTION OR TO A DATE AGREED TO BY THE BUYER AND SELLER IN THE CONTRACT FOR SALE. FAILURE TO CLOSE ON OR BEFORE THE DATE SET FORTH IN THE CONTRACT OF SALE SHALL RESULT IN THE PURCHASER'S DEFAULT MEANING THAT THE TOTAL EARNEST MONEY TENDERED

THEREUNDER WILL BE SUBJECT TO FORFEITURE. THE CITY OF KUNA, IDAHO IS UNDER NO LEGAL OBLIGATION TO EXTEND THE CONTRACT CLOSING DATE. MOREOVER, THE CONTRACT OF SALE IS NOT ASSIGNABLE TO A THIRD PARTY.

5. ATTENTION TO ALL SECOND HIGHEST QUALIFYING BIDDERS: IT IS AGREED AND UNDERSTOOD THAT THE SECOND HIGHEST QUALIFYING BIDDER FOR THE AUCTIONED PROPERTY WILL REMAIN AT THE AUCTION TO ENTER INTO A CONTRACT OF SALE IN THE EVENT THAT THE ACCEPTED HIGHEST QUALIFYING BIDDER FAILS OR DECLINES TO EXECUTE A CONTRACT OF SALE AT THAT TIME. THE SECOND HIGHEST QUALIFYING BIDDER FOR THE PROPERTY WILL ALSO PROVIDE THE CITY OF KUNA, IDAHO WITH THEIR CONTACT INFORMATION. IN THE EVENT THE ACCEPTED HIGHEST QUALIFYING BIDDER DEFAULTS ON THE CONTRACT OF SALE, THE CITY OF KUNA, IDAHO MAY CHOOSE TO CONTACT THE SECOND HIGHEST QUALIFYING BIDDER TO DETERMINE IF SUCH BIDDER IS WILLING TO ENTER INTO A CONTRACT OF SALE AT THE PRICE THE SECOND QUALIFYING BIDDER BID AT THE AUCTION. THE CITY OF KUNA, IDAHO SHALL BE UNDER NO LEGAL OBLIGATION TO CONTACT THE SECOND HIGHEST QUALIFYING BIDDER IN THE EVENT THE ACCEPTED HIGHEST QUALIFYING BIDDER DEFAULTS ON THE CONTRACT.

ORDINANCE NO. 2013-20

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING GREYHAWK SUBDIVISION No. 2, AS DESCRIBED IN EXHIBIT A, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the properties, as described in Exhibit A, are within and connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A and shown on the Map in Exhibit B.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 1st day of October 2013.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Greyhawk Subdivision No. 2

A portion of the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said section bears North 88°53'13" West, 2642.77 feet; Thence along the West boundary of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Page 12854, records of Ada County, Idaho, South 00°11'49" West, 976.39 feet to the Southwest corner of said subdivision, said point being the **REAL POINT OF BEGINNING**.

Thence along the southerly boundary of said subdivision South 89°48'11" East, 492.34 feet;

Thence South 63°06'16" East, 262.23 feet;

Thence departing said southerly boundary South 26°53'44" West, 155.00 feet;

Thence North 63°06'16" West, 17.34 feet;

Thence South 26°53'44" West, 145.00 feet;

Thence North 63°06'16" West, 173.70 feet;

Thence North 89°48'11" West, 204.15 feet;

Thence North 87°30'45" West, 50.04 feet;

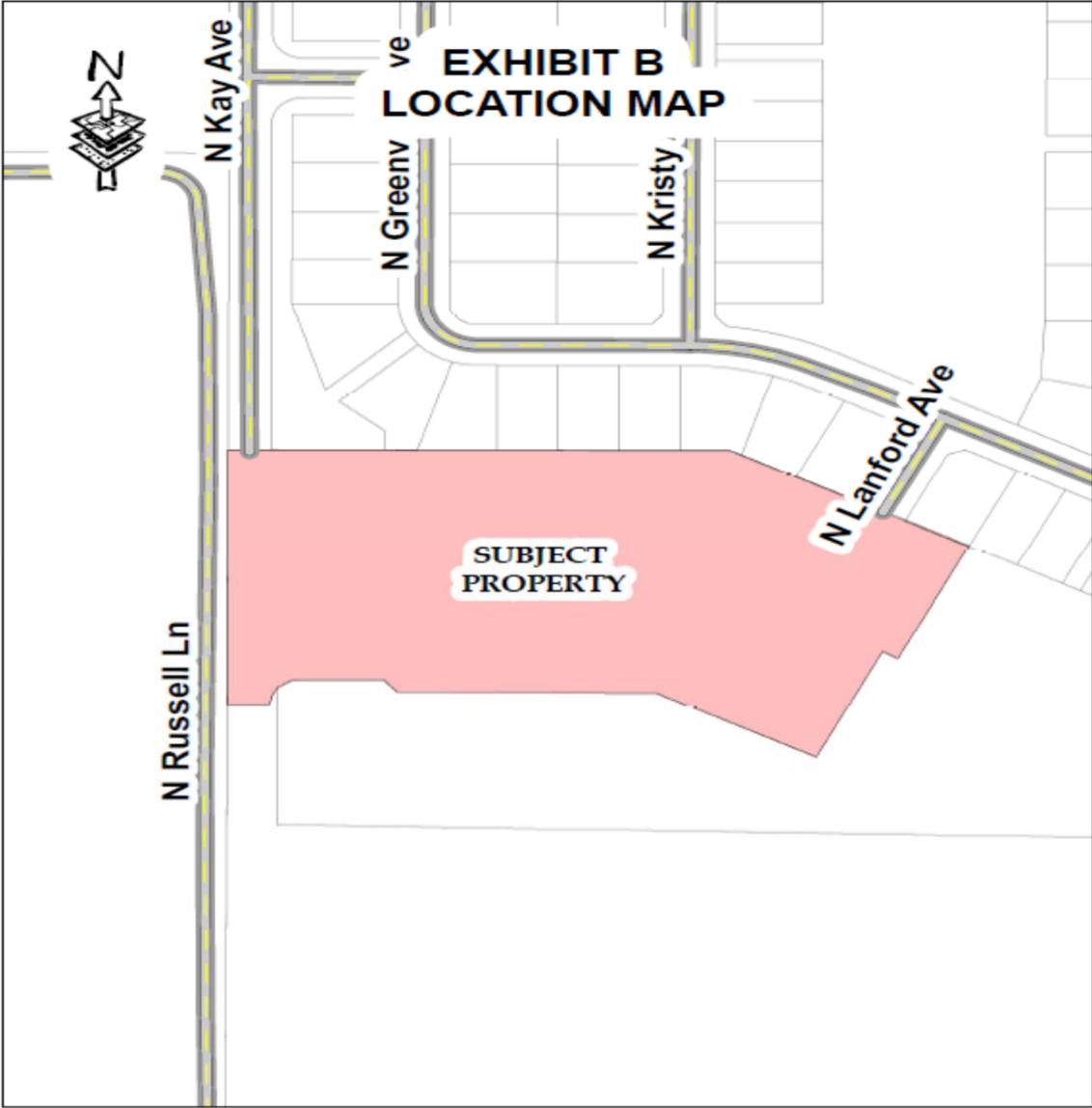
Thence North 44°48'11" West, 18.38 feet;

Thence North 89°48'11" West, 82.00 feet;

Thence 47.12 feet along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 90°00'00", and a long chord bearing South 45°11'49" West, 42.43 feet;

Thence North 89°48'11" West, 42.00 feet to a point on the North-South mid-section line of said Section 13;

Thence along said North-South mid-section North 00°11'49" East, 315.00 feet to the Point of Beginning. Containing 4.625 acres, more or less.



ORDINANCE NO. 2013-21

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE PROPERTY AT THE ADDRESS OF 700 S. LUKER RD, KUNA, IDAHO, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the property, as described in Exhibit A, is within and connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said property into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real property be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A and shown on the Map in Exhibit B.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 1st day of October 2013.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

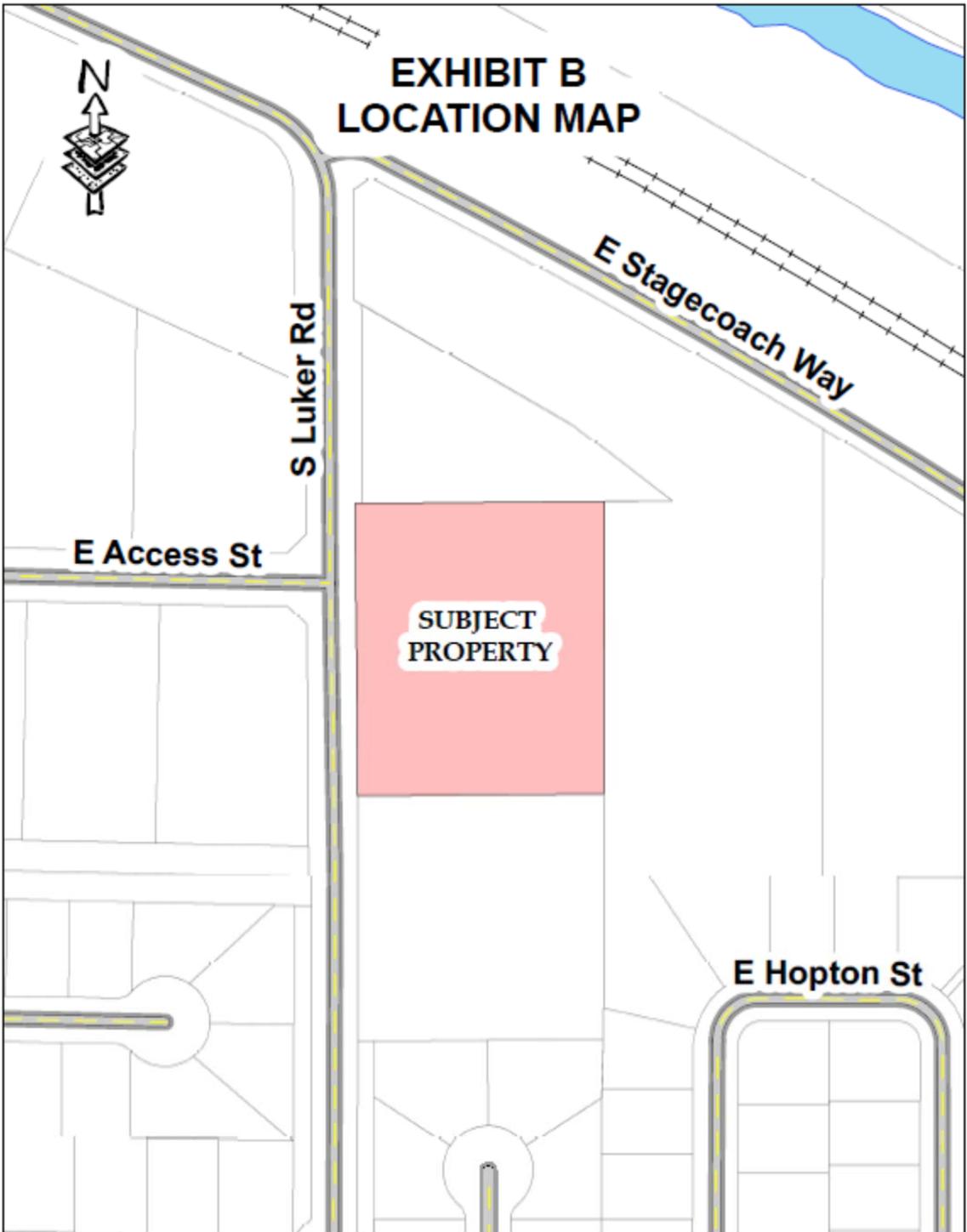
ATTEST:

Brenda S. Bingham, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

700 S. Luker Rd

All of Lot 3 Block 1, Sadie Creek Subdivision which contains 2.069 acres, more or less.



ORDINANCE NO. 2013-22

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE PROPERTY CURRENTLY OWNED BY IDAHO CENTRAL CREDIT UNION AND AS DESCRIBED IN EXHIBIT A, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the property, as described in Exhibit A, is within and connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A and shown on the Map in Exhibit B.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Idaho Central Credit Union Property

A portion of the NE 1/4 of Section 24, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast 1/4 corner of said Section 24, from which the Northwest corner of said section bears North 88°45'40" West, 2630.92 feet; thence along said North line of Section 24 North 88°45'40" West, 635.12 feet to the **REAL POINT OF BEGINNING**.

Thence leaving said North line of said Section 24, South 00°39'34" West, 262.01 feet;

Thence North 88°45'40" West, 215.05 feet;

Thence North 00°39'34" East, 262.01 feet to the North line of said Section 24;

Thence along the North line of said Section 24, South 88°45'40" East, 215.05 feet to the **REAL POINT OF BEGINNING**. Containing 1.29 acres, more or less.

