

OFFICIALS

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



CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting
AGENDA
Tuesday, December 3, 2019

6:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation:** D. Scott Allen, Kuna United Methodist Church
- 3. Pledge of Allegiance:** Mayor Stear
- 4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

- A. City Council Meeting Minutes**
 - I. Regular City Council Minutes, November 19, 2019**
- B. Accounts Payable Dated November 26, 2019 in the Amount \$292,940.37**
- C. Resolutions**
 - I. Consideration to approve Resolution No. R90-2019**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE WATER TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$44,768.00) PURSUANT TO THE TERMS OF SAID AGREEMENT.

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

2. Consideration to approve Resolution No. R91-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SEWER TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF EIGHT HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY-SIX CENTS (\$898,116.26) PURSUANT TO THE TERMS OF SAID AGREEMENT.

3. Consideration to approve Resolution No. R92-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PRESSURIZED IRRIGATION TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$320,950.00) PURSUANT TO THE TERMS OF SAID AGREEMENT.

4. Consideration to approve Resolution No. R93-2019

A RESOLUTION OF THE CITY OF KUNA, IDAHO, APPROVING AND ADOPTING THE REVISED CITY OF KUNA PERSONNEL POLICY MANUAL:

- UPDATING TERMINOLOGY AND POSITION TITLES; AND
- REASSIGNING DUTIES TO THE HUMAN RESOURCES DIRECTOR; AND
- UPDATING SECTION 6.12 REGARDING INTERNET ACCESS TO SOCIAL MEDIA WEBSITES TO BE ALL INCLUSIVE; AND
- UPDATING SECTION 7.2.4 TO INCLUDE POST ACCIDENT DRUG AND ALCOHOL TESTING; AND
- REVISING SECTION 7.4.2 EXPENSE REIMBURSEMENTS TO NO LONGER REFERENCE A SPECIFIC YEAR; AND
- REVISING SECTION 10.1.1 TO REMOVE SECTION B REGARDING A DEDICATED CITY ATTORNEY AND REMOVE THE TITLE OF FACILITIES DIRECTOR AND INCLUDE AND ECONOMIC DEVELOPMENT DIRECTOR; AND
- REVISING SECTION 12.3 TO REMOVE THE SECTION REGARDING VACATION LEAVE BANK; AND
- REVISING SECTION 12.17 BEREAVEMENT LEAVE TO INCLUDE IN LAWS AND STEP CHILDREN; AND
- REVISING SECTION 12.14 TO INCLUDE DISCIPLINARY ACTION FOR REFUSAL TO WEAR SAFETY EQUIPMENT; AND

- REVISING CHAPTER 13 REGARDING EMPLOYEE PERFORMANCE AND DISCIPLINE AT THE ADVISEMENT OF ICRMP; AND
- REVISING CHAPTER 14 REGARDING WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION AT THE ADVISEMENT OF ICRMP; AND
- DIRECTING THE HUMAN RESOURCES DIRECTOR; AND
- PROVIDING AN EFFECTIVE DATE.

5. Consideration to approve Resolution No. R94-2019

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SERVICES AGREEMENT WITH CMIT SOLUTIONS OF BOISE FOR INFORMATION TECHNOLOGY SERVICES; DIRECTING THE EXPENDITURE OF FUNDS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

D. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No 19-03-TE (Time Extension) for Rising Sun Estates

5. Community Reports or Requests:

- A. Ada County Sheriff's Office 2019 Report to Citizens - Jon McDaniel, Kuna Police Chief

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

None

7. Business Items:

- A. Consideration to accept November 5, 2019 Kuna City Election Results – Chris Engels, City Clerk **ACTION ITEM**

- B. *Informational Only* FY19 Budget Results Presentation – Jared Empey, City Treasurer

8. Ordinances:

None

9. Mayor/Council Announcements:

10. Executive Session:

A. Convene to Executive Session pursuant to:

Idaho Code Section 74-206 (1)(c) and (e)

- (c) To receive information regarding the acquisition of an interest in real property not owned by the City.
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

11. Adjournment:

**OFFICIALS**

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

CITY OF KUNA

Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

**City Council Meeting
 MINUTES**

Tuesday, November 19, 2019

6:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

Bob Bachman, Public Works Director
 Jared Empey, City Treasurer
 Chris Engels, City Clerk
 Bill Gigray, City Attorney
 Lisa Holland, Economic Development Director
 Wendy Howell, Planning & Zoning Director
 Bobby Withrow, Parks Director
 Troy Behunin, Planner I
 Doug Hanson, Planner III

2. Invocation: None

3. Pledge of Allegiance: Posting of the Colors – Troop 808

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
 (Timestamp 00:02:29)

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

- A. City Council Meeting Minutes
 - I. Regular City Council Minutes, November 6, 2019
- B. Accounts Payable Dated November 14, 2019 in the Amount \$721,035.97
- C. Resolutions
 - I. Consideration to approve Resolution No. R89-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC. FOR THE MEMORY RANCH SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

**Council Member McPherson moved to approve the consent agenda as published. Seconded by Council Member Christensen. Approved by the following roll call vote:
 Voting Aye: Council Members Cardoza, Christensen, and McPherson
 Voting No: None
 Absent: President Buban-Vonder Haar
 Motion carried 3-0-1.**

5. *Community Reports or Requests:*

None

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

- A. Public Hearing continued from November 6, 2019 and Consideration to approve 19-08-AN (Annexation) and 19-04-S (Preliminary Plat) for Indian Creek at Crimson Point Subdivision – Troy Behunin, Planner III **ACTION ITEM**
 (Timestamp 00:03:06)

ACME, LLC, requests to annex approximately 8.68 acres located west of Ten Mile Road and south of Hubbard Road with an R-8 (Medium Density Residential) zone; and to subdivide approximately 8.68 acres into 39 total lots, (33 buildable single-family lots, and six common lots). The subject site is located at 3001 West Ardell Road, Kuna, ID 83634, within Section 15, Township 2 North, Range 1 West; (APN# S1315325550).
 – Josh Beach, the applicant, will present.

Mayor Stear noted they had opened the public hearing on November 6, 2019 but no one testified. They also had not heard the staff report or from the applicant yet.

Planner III Troy Behunin presented the staff report and stood for questions.

Mayor Stear re-opened the public hearing.

Support: None

Against:

Brandon Carver, 2258 N Glacier Blue Road, Kuna, Idaho 83634, didn't have a problem with the homes being built. His grievance was with how they were being accessed. He asked why it couldn't come through Ardell instead of through his neighborhood. There were a couple dozen small children in the neighborhood and people were already flying through well above the speed limit. He felt it was a safety issue.

Lisa Dugan, 3028 W Navy Street, Kuna, Idaho 83634, was deeply concerned about traffic. She was worried about the number of cars going down a street with 30 children under high school age. They all played on the dead-end street. She asked why the road couldn't go through Ardell. There was a common space that Crimson Point HOA owned and she was sure the HOA would approve removing the three trees on that space at the end of Ardell where the proposed houses would be. She expressed another neighbor of hers was really concerned about punching through Ardell also. It would require relocating the irrigation abatement and that common area but the safety of kids was her largest concern.

Mayor Stear clarified Ardell did not currently go through and the subdivision would not be accessible from Ardell.

Ms. Dougan showed Mayor Stear where Ardell stopped and the open space she was talking about. It was made to be driven on. Crimson Point built it to be an access point to Gainsboro and Rubine.

Neutral:

Tim Eck, 6152 W Half Moon Lane, Eagle, Idaho 83616, owned the property north of the project and wanted to offer his knowledge of the area if Council had questions pertaining to street connectivity and property line locations. His property went to the center line of Ardell so this project wouldn't be able to extend Ardell through their own property. There was the Crimson Point common area, this applicant's piece, and Mr. Eck's piece. When Mr. Eck developed his property, which he anticipated would happen that year, it would connect to the stub street they had going to the north.

Mayor Stear asked if Mr. Eck thought Ardell would eventually go through to that.

Mr. Eck thought it was Rubine that was intended to stub across Ardell and Ardell would terminate into Rubine. Access would be taken through the Ewing property. They had deeded a piece of right-of-way to ACHD about ten years ago. ACHD vacated that right-of-way. He had the ability to modify his entrance off Ardell but it would not continue and create a connection to this project until he created an interior road that would

provide access to their stub street which lined up with his. His plat had been approved for a while but currently Ardell would not stub straight into either subdivision.

Council Member Cardoza clarified ACHD did not have right-of-way all the way to the creek.

Mr. Eck said that was correct.

Rebuttal: None

Josh Beach, 4824 W Fairview Avenue, Boise, Idaho 83706, the applicant, reviewed the request and thanked city staff for all the work they did. He noted they were in agreement with the conditions of approval as listed in the staff report. He reviewed the concerns of the Planning & Zoning Commission regarding parking, a need for an 8-foot asphalt pathway instead of a 5-foot asphalt pathway, and transitions from existing neighborhoods with larger homes. Each lot had four parking spaces and there was 50 feet of right-of-way for street parking. It was ample parking. They were fine with the 8-foot pathway. They placed their proposed larger lots against the existing homes. He asked that any condition that required them to lose several lots be removed as a condition of approval. Lastly, he noted they were comfortable changing to the recommended R-6 instead of their original R-8. All the lots would comply with those dimensions. He stood for questions.

Council Member Cardoza asked if he was looking at conditions 1-12.

Mr. Beach said on the staff report through L they were in agreement.

Council Member Christensen noted the Fire Department responded regarding a secondary access. He asked if there was a secondary access on this that he was missing.

Mr. Beach explained there was an emergency access temporarily going out to Ardell for fire. The road would not be extended but there was sufficient right-of-way for emergency access. However, it would go away when Mr. Eck built his subdivision and another access point was created.

Mayor Stear asked if they had any discussions regarding pushing Ardell through.

Mr. Beach replied they had spoken with ACHD several times. The Planning & Zoning Commission also continued them one hearing to get additional answers. In the minutes there was a large paragraph where Mr. Behunin explained why Ardell would not be extended.

Council Member McPherson asked Parks Director Bobby Withrow if the developer decided to give the City the portion of land on the west side of the creek in the future was it accessible.

Mr. Withrow replied the City did have another parcel of land on the west side around Crimson Point and it would connect. There would also be a foot bridge.

Mayor Stear was still trying to understand why Ardell could not go all the way through.

Mr. Behunin explained the history of why it was decided in discussions between developers, city staff, and ACHD that it would be better to not extend Ardell all the way through.

Mayor Stear asked about emergency access barricades.

Mr. Behunin believed there would be a barricade or two and it also wouldn't look like a road. There would be no sidewalk as well.

Council Member Christensen was still confused about how this subdivision and the subdivision to the north would connect to alleviate traffic concerns.

Mr. Behunin explained the property to the north was a future subdivision of 250 homes that would start the next year. It would access Navy Street anyway because City Code had a "to and through" policy. Developers were required to provide connections to undeveloped parcels for safety reasons, service reasons, and emergency reasons. Thistle Drive was approved by City Council as a connection to the parcel to the north. It would connect into Thistle Drive and snake through Indian Creek Subdivision and then connect to Arroyo Vista. Realistically it was either Arroyo Vista connected directly to Thistle Drive or Indian Creek Subdivision connected to Thistle Drive and then connected to Arroyo Vista.

Mayor Stear said it looked like the access would connect through the subdivision to the north.

Mr. Behunin replied it would and then in the lower south east corner of Arroyo Vista there would be a connection to Ardell. People would be able to access Ardell without having to use Navy Street. However, people would also be able to access Crimson Point and Arroyo Vista through Indian Creek. As soon as the second connection point was established, accepted, and approved the emergency access would no longer be needed.

Council Member McPherson asked to be reminded of what they would do with that access once it was abandoned.

Mr. Beach, the applicant, reviewed the connections on a map and explained they would put a fence up when that access was removed.

Mayor Stear stated for the record the map Mr. Beach showed them was quite similar to the pathways master plan in the packet but not exact.

City Attorney Bill Gigray stated, in regards to how the City addressed their interest in the emergency access, it depended on how it was noted in the legend; if it referred to it as an easement or a right-of-way; if it was dedicated to the public or if it was retained by the applicant and owner of the property and maintained by the HOA.

Mr. Behunin informed Council in the preliminary plat proposed by the applicant it was distinguished as a temporary emergency access. There was no dedication of public right-of-way. Council could condition that specific language if they were not satisfied with the temporary emergency access language.

Mayor Stear thought it should always be emergency access.

Public Works Director Bob Bachman felt the building permit process would make that unnecessary. They wouldn't issue a building permit on that until all the other issues were resolved so it would stay an unbuildable lot until connectivity was met.

Council Member Cardoza asked what the green space in the north east corner of the map on page 139 of 287 in the packet was.

Mayor Stear replied he was looking at the north east corner of the emergency access.

Council Member Cardoza was wondering why the north east corner couldn't be access to Ardell. It would incur moving lot 16 but it would give an exit onto Ardell if it was possible.

Mayor Stear didn't know what they could negotiate for that and it would change the way they did their subdivision.

Council Member Cardoza thought it would alleviate some of the traffic. He didn't know if Mr. Eck could incorporate it into his subdivision in that section of land.

Mayor Stear thought it would make sense but he referred back to Mr. Behunin's review of the discussions from years ago when they thought it wouldn't be needed. Now it would take acquisitions of lands and more.

Council Member Christensen brought up the letter from the school district that was in the packet. Capacity wasn't a concern for this development. It was just important to keep school capacities in the forefront as they looked at these things.

Mayor Stear also appreciated the comments as well. He noted he talked to the school district about the 2% growth rate. It was explained there were more retired folks moving here and younger people were having less children so numbers were different than they used to be. That was why they were experiencing 2% even though Kuna over all was growing faster than that.

Council Member Cardoza noticed their calculation was .65 students per household which was the Ada County standard. He thought it would be interesting to find out if Kuna held to that calculation as a city.

Mayor Stear said they would check into that demographic but he thought Kuna was actually lower.

Council Member Christensen appreciated the numbers and Mayor Stear talking with the school district about it. It really helped him. Demographic wise Kuna had the highest percentage of the 24 to 35 population ratio. He also thought it would be interesting to find out about the demographic Council Member Cardoza brought up.

Council Member McPherson moved to Approve 19-08-AN (Annexation) and 19-04-S (Preliminary Plat) with the conditions of approval from Planning & Zoning and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and close the public hearing based on the approval from all the applicable entities, staff report, Planning & Zoning recommendation, and compliance with the current comprehensive plan. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

- B.** Public Hearing and Consideration to approve Ordinance No. 2019-44 – Wendy Howell, Planning & Zoning Director and Bobby Withrow, Parks Director **ACTION ITEM**
(Timestamp 00:54:43)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS, PURPOSES AND ORDINANCE ENACTMENT HISTORY; AND
- REPEALING SECTION 20, ARTICLE A, CHAPTER 2, TITLE 4 KUNA CITY CODE; AND
- AMENDING AND REDESIGNATING SECTIONS 21 THROUGH 38, ARTICLE A, CHAPTER 2 OF TITLE 4 KUNA CITY CODE; AND
- AMENDING SUBSECTION 2 OF SECTION 6, CHAPTER 1, TITLE 5 KUNA CITY CODE MAKING A TECHNICAL CORRECTION TO THE DEFINITION OF “OPEN SPACE”; AND
- AMENDING SECTION 5, CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CORRECTIONS REGARDING THE GENERAL REQUIREMENTS OF FENCE REGULATIONS; AND
- REPEALING SECTION 4, CHAPTER 6, TITLE 5 KUNA CITY CODE; AND
- AMENDING AND REDESIGNATING SECTIONS 4, 5, 6, 7, 8, AND 9 OF CHAPTER 6 OF TITLE 5 KUNA CITY CODE; AND
- AMENDING SECTIONS 2, 4, 6, 10, 12, AND 20, CHAPTER 17, TITLE 5 OF KUNA CITY CODE MAKING TECHNICAL CHANGES TO DESIGN REQUIREMENTS AND ADDING REQUIREMENTS FOR RESIDENTIAL OPEN SPACE; AND
- AMENDING SECTION 2, CHAPTER 4 OF TITLE 6 KUNA CITY CODE PROVIDING FOR A CHANGE IN THE TEXT DESIGNATION FOR

DEFINITIONS UPON WHICH CITY STAFF CAN RELY AND MAKING A TECHNICAL CORRECTION REGARDING THE MEASUREMENT OF FENCE HEIGHT AND LOCATION OF FENCING; AND

- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Planning & Zoning Director Wendy Howell reviewed the proposed code changes regarding fencing and explained the reasons for those changes. She noted a couple additions for the definition of open space. She read the definition and asked to add to the last sentence, the words “private” before parking areas and add “ALONG CLASSIFIED ROADS” in caps before buffer areas. She turned the presentation over to Parks Director Bobby Withrow.

Mr. Withrow reviewed the proposed open space requirements for new developments coming into the city, how staff worked out those requirements, and the benefits to the community as a whole.

Ms. Howell added, for clarification on fencing, the actual code would read “from the base of the fence to the highest point”.

Mayor Stear opened the public hearing. He was not sure what to do with the signup sheet. Someone had listed a bunch of names, which weren't even names, and no addresses. It appeared someone was trying to pull a funny and get extra time to testify and, instead of asking for it, was mocking the Council. He asked for legal's comment on that.

City Attorney Bill Gigray stated he was aware of some email traffic between Mr. Bower, who represented Mr. Eck who was signed up to testify, and the City Clerk where he inquired about testimony. City Clerk Chris Engels replied to the email, stating there was a rule under Administrative Rules for Hearings that persons wishing to address the council had three minutes but there was also a procedure under Administrative Rules for Hearings to extend for additional time. He explained the procedure and said Mr. Bower, on behalf of Mr. Eck who wished to address the Council, could make the motion stating the basis and reason for the motion, clarify what the signup list was about, the amount of time they were requiring, and what they were wanting to do. Council could then consider if there was merit and ask for a vote. He stated, for the record, Ms. Engels gave them the correct information regarding the rules.

Jeff Bower, 601 W Bannock Street, Boise, Idaho 83702, said they meant no disrespect with the signup list. He explained the names on the list were 17 LLCs owned by Mr. Eck that collectively owned approximately 1,000 acres in the city of Kuna. This ordinance, particularly the open space, had very large ramifications for those 1,000 acres. They were asking Council to grant Mr. Eck nine minutes to speak. He and Ms. Sotro would seat their time in opposition. Mr. Eck had a slide show and a narrative prepared. They could read Mr. Eck's narrative but it would be clunky. If they granted this motion it

would be just Mr. Eck and it would be a clear testimony. He said again they meant no disrespect with the list.

Mayor Stear said he certainly took it as disrespect. They were making a mockery of the Council and their procedures.

Mr. Bower apologized. He had spoken to the City Clerk and City Attorney to notify them this was what they would be doing.

Mayor Stear asked if Mr. Eck was going to ask for the extra time or if he was doing that now.

Mr. Bower said he was asking for that now.

Council Member Cardoza asked if they could apply the motion to all present.

Mr. Gigray said they would vote on one motion at a time or, if they would entertain an amendment to the motion, they could articulate to the party making the motion what they would entertain and support. They could grant the motion and then he could move, as a Council Member, to suspend the rules for everyone else who wished to testify in order to grant the same relief.

Mayor Stear asked if all the other 17 names were coming off. It seemed ridiculous to give more time for one when they were going to keep coming at them. He didn't get this game.

Mr. Bower said there was no game. He, Ms. Sotro, and Mr. Eck would each have three minutes to testify. They were simply asking to consolidate that. He apologized for this taking so long.

City Clerk Chris Engels, for the convenience of Council, explained and read the code that had been referenced.

Council Member Cardoza was only concerned that, if they made an exception for one, it should be extended to all.

Mayor Stear said anyone could make the same request.

Council Member Christensen thought they had this code and these standards they held to for as long as he could remember and they were there for a reason. It left a door open to suspend these rules every single public hearing. He was concerned about the precedent they would be setting.

Mr. Bower stated it was their intention to save time. He apologized and withdrew his request. He would start to read Mr. Eck's narrative and they would swap out. He handed out some materials and his testimony was started.

Support: None

Against:

Jeff Bower, 601 W Bannock Street, Boise, Idaho 83702, began reading a narrative by Tim Eck. Mr. Eck fully supported the City implementing open space requirements that would benefit the City and its residents. He did not believe this ordinance benefitted either as written. On February 5, 2019, the City adopted Ordinance No. 2019-04 changing what uses were allowed in a C-1 zone. The key issue at that time was what would be allowed in a commercial zone. Additionally, that ordinance implemented the City's first open space requirement. It set a minimum requirement of 5% usable open space per 50 dwelling units in residential developments. That did not work. As soon as it hit 500 units it would be at 50% open space and no one wanted that. They were there to figure out what to do to replace that. This was a tiered approach. He said page 228 of the packet showed what the tiers were. They tried to summarize that on page one of their hand out with the excel spreadsheet. This ordinance was the second attempt. Earlier in June of that year, an ordinance to change open space requirements was heard by Planning & Zoning. Due to ambiguity in the text it was rejected and never heard by Council. The proposed ordinance formula required increased open space with no cap as proposed projects added more units. As a result, there became an outrageous amount of open space required for larger projects. This ordinance treated smaller projects or land owners different than larger projects or land owners. The variation was huge. A small project could require only 3% open space whereas a large project could require 24% open space. For comparison, Meridian only required 5% open space for large lot developments and 10% for all other developments. Kuna would be 140% greater than that. Mr. Eck, who owned approximately 1,000 acres in Kuna, wondered how this plan or formula was developed. When the City updated the comp plan there was over a year of studies, surveys, input from the public, businesses, and developers, workshops, ect. He believed the open space requirement was just as significant a decision yet there was no involvement with the community, specifically owners of land that might be developed.

Tim Eck, 6152 W Half Moon Lane, Eagle, Idaho 83616, apologized. He had not intended for the signup sheet to be taken in that direction. He had just wanted to show the number of entities he was representing; his own and others who had asked him to speak on their behalf. Mr. Eck continued where Mr. Bower left off. To his knowledge, there was no economic study completed to understand the effects of the open space calculations. This needed to be studied because it would have significant impact on the economics of the city and the cost of homeownership in Kuna. Requiring such large areas of open space would dramatically increase the price of building lots in the City. He estimated up to 60% or \$40,000 to \$60,000. This was due to the higher cost of land resulting from the total land cost only being applied to the land receiving dwellings, running utilities through and around open space, and developer costs to install open space landscaping. If a project required 24% open space, he calculated the homes could cost \$200,000 more or higher for the same product. Prices would exceed Meridian's and maybe even be equal to Boise's. An economic study was also important because this

open space ordinance would cost homeowners millions in additional HOA assessments to maintain large open spaces. Lastly, this ordinance would dramatically affect the City's tax revenue because common area and open space were not accessed by Ada County. Thus, in a 2,000-unit development approximately one quarter of the area would not generate tax revenue for the City. The proposed ordinance was also biased against large developments of landowners. The City's ordinance should treat landowners equally and fairly. The proposal also created more open space for less dense projects which made no sense. As projects got denser, there should be more open space. Meridian's code recognized this. Mr. Eck presented 7 examples showing the bias towards larger developments. These examples were also part of his exhibits.

Brittany Sotro, 1857 W Oakhampton Drive, Eagle, Idaho 83616, continued Mr. Eck's narrative. The staff memo justified the calculations to satisfy goals in the Comprehensive plan. First, the comp plan was only a guide. Second, Goal 2.B. of the comprehensive plan had the goal of one acre of parks and public gathering space per 80 residents and recognized the park impact fee introduced in August of 2016 to acquire, improve, and maintain parks to achieve this goal. As a comparison, Eagle required one acre for 303 residents and Meridian required one acre for 329 residents. Mr. Eck wanted to know why Kuna would need 411% more than Meridian and 378% more than Eagle. Residential open spaces; not public parks. All of this open space would be owned and maintained by the HOA. It would be private and for the exclusive use of members. The general public would not be allowed to access or use this land. The City could acquire ownership but would also get the maintenance costs. They asked what it would cost the tax-payers to maintain this enormous amount of open space. Mr. Eck believed the maintenance of parks conceivably as large as 247.8 acres per square mile would bankrupt the City and asked if it would bankrupt a city what would it do an HOA. An HOA with a net annual assessment of \$400 per year would see their assessments go up to \$400 per month if they had to maintain this open space. Again, they were in favor of a reasonable open space plan and respectfully requested the City Council reject this ordinance and instruct staff to reassess the open space calculations. They suggested this process include public involvement from the residents, developmental community, and all landowners. It should also include an economic study to obtain an understanding of the cost to landowners, cost to developers, cost to HOAs, and the loss of tax revenue to the City. Then they should formulate an open space plan accordingly.

Mr. Bower, Mr. Eck, and Ms. Sotro stood for questions.

Dave Yorgason, 14254 W Battenberg Drive, Boise, Idaho 83713, a local land developer representing the Building Contractors Association of Idaho, had a couple comments. He referenced the letter submitted on behalf of BCA. They would have submitted it sooner however their board meeting was Thursday night so it couldn't be submitted in time to go in the packet. Instead it was turned in on Friday for Council's reference. It was his experience as a developer that they wanted adequate and proper amounts of open space. The challenge was what that amount should be. He had not done any coordinating with Mr. Eck and his team. He saw some of their numbers. It was very thorough but he was coming at it from a different approach. He was concerned about too much open space,

specifically, in the larger type developments. If the HOA dues were too high, it was his experience, as soon as the developer left one of the first actions of business for the residents who became in charge of the HOA was to slash the maintenance of the common areas so they could afford the HOA budget itself. Typically, 80% to 85% of the HOA budget was based on landscaping. He had sat on committees with the City of Meridian and the City of Eagle to help draft their open space ordinances. He didn't know where the City of Kuna was at or the history but he was offering his help if they would like him to work with city staff. He had spoken with Mr. Withrow and he appreciated the approach as it was explained to him. He appreciated the need for more open space with higher density. With lower density, frankly, the bigger the backyard the less need for open space throughout the development. That was his experience over the past 25 years. He often saw cities craft their open space ordinance based on density and zoning. He recognized the City was trying to achieve a decision. His primary concern was when striving for those larger numbers of lots with over 20% open space required, that was a pretty big number. Likewise, 3% seemed pretty small to him. If that was what the City wanted, he would support that. He was offering his support to the City's goals and objectives and, if they wanted to pull it back and work collaboratively, he would support that too. He stood for questions.

Josh Beach, 4824 W Fairview Avenue, Boise, Idaho 83706, stated most of the discussion had been about open space. He echoed those concerns. He had worked as a planner for the last 10 to 12 years and getting input from stakeholders was crucial to making sure they weren't making a mistake when writing the ordinance. There were other spots in the ordinance where he thought input should be received from other agencies, specifically relating to 6-4-2, the requirements for public improvements. Bicycle lanes was not specific enough to know what street sections would require a bike lane; local streets meaning all local streets or collector streets or arterial streets. Pulling this back for input would go a long way in getting this ordinance where it needed to be to make these things achievable. He stood for questions.

Mayor Stear had a couple of letters to read in. He asked if Mr. Yorgason's testimony was in representation for Dan Richter and if he needed to read that letter into the record.

Mr. Yorgason replied he did represent BCS Southwest Idaho and Mayor Stear would not need to read the letter. He had already referenced the HOA concerns.

Mayor Stear read a letter from Timothy Gordon, 1206 N Black Cat Road, Kuna, Idaho 83634, into the record. He fully supported open space and parks and the value they brought to the community. He had read Tim Eck's testimony and, given the detail of that testimony, thought it would be prudent to table the ordinance to take a second look at the issues he addressed. He thanked Council for their consideration of his thoughts and input.

Mayor Stear read a letter from Don Newell. Mr. Newell had developed the Kuna Market Place and Ashton Estates. He had also developed in many markets in other states. He felt the proposed open space requirements being considered were the most aggressive

and egregious he could remember. He was concerned about the ramifications, if park fees were adequate, HOA dues, and communities affected by this. He believed the stakeholders and the City would welcome a vetting and dialogue of this proposed policy prior to its implementation.

Mayor Stear said that was all of the public testimony but he did have a letter from Council President Buban-Vonder Haar if Council was ready for thoughts.

Council Member Christensen asked Mr. Withrow to explain again how they came up with percentage numbers.

Mr. Withrow stated staff had a rebuttal and asked if they could present that first.

Neutral: None

Rebuttal:

(Timestamp 01:34:41)

Planner III Troy Behunin stated earlier that year Council approved a city-wide goal of one acre of usable open space per 80 people in the city. It was important to remember that was a city-wide goal. They had not had a goal in the city for open space for anything for as long as he could remember but that goal was approved by Council earlier that year. They had heard requests repeatedly from citizens, the school district, sporting groups, the Commission, and this Council for more open space for a number of years. It was a main concern of the citizens. This was a response to those requests. If they maintained the status quo they would never reach that goal of one acre per 80 people. With Kuna having the lowest average age in the state of Idaho, it would bring a lot more kids. They were already behind in providing open space for sporting events and things like that. Something they really tried to focus on was not just asking that this be provided, improved, and dedicated to the City. There was a reimbursement program. If the requirements of the parks and rec code for open space were met and it was dedicated to the City of Kuna, the HOA would not be responsible for the cost of maintaining the space. It would be the City's responsibility. He had just re-confirmed with Parks Director Bobby Withrow the City was able to provide the same services the citizens expected over these green spaces at a much lower cost. It was staff's opinion the City could maintain these areas as they were provided. A chief complaint they had was open spaces being closed off. Kuna had a beautiful creek and a subdivision actually put up a sign saying keep out. If you aren't an HOA member stay out. It did limit access. That was one of the biggest reasons for this; ensuring connectivity throughout these places and from subdivision to subdivision as well as promoting a healthy lifestyle. It wasn't about the developer giving them everything. It was about working together to achieve these goals. Staff compiled a list of subdivisions from the last three years and found, with the exception of one subdivision, every approved subdivision didn't even come close to 160 acres. A number of these subdivisions already met this proposed legislation. In order to get a more accurate comparison, there had only been one project in the history of all applications for Kuna that met that threshold. There was one other that

would come before Council soon. Staff took this list, which was being handed out to Council, and compared the same acreage with different zones. That was the only way to get an accurate comparison. Mr. Behunin explained how that worked. While it did appear that open space was heavy as a project grew but was a lot smaller with smaller developments, staff found there was actually a sweet spot. By and large, 9 out of 10 applications that came to Kuna were between 151 and 450 homes. That was historical data. That meant on average there would be about 10% to 11% open space. If Council decided they only wanted to provide 10% open space across the board the goal of one acre per 80 people would never be met city-wide. It would be met for a development but not city-wide.

Council Member Christensen stated his earlier question had been answered by Mr. Behunin. He appreciated staff showing Council this and the chart break down.

Mayor Stear read the letter from Council President Buban-Vonder Haar. She apologized for being absent due to illness and thanked Council for letting her submit some written comments to be read into the record. She was concerned that the standards proposed for smaller unit developments did not seem to hit Kuna's one acre per 80 residents standard, while those proposed for much larger developments exceeded the standard, sometimes coming close to doubling it. This could have several unwanted impacts. First, the City appeared to be incentivizing smaller developments, which would likely have smaller open space areas which would remain the property of the HOAs and not be open for community use. Second, the City couldn't control whether developers pursued large or small projects, so if they skewed the open space requirements so that large-scale projects "make up for" the lesser requirements for small scale projects, they would run the risk of having an overall impact of not meeting the one acre per 80 residents goal. As noted on page 2 of the memo in the packet, the ordinance amendment implemented earlier this year had the problem of creating not enough open space in some developments and too much in others. She was concerned what was proposed would replicate that problem.

Council President Buban-Vonder Haar said in light of some of the expressed concerns with the proposed changes to the open space requirements, and the fact that she had questions about whether the current proposal effectively met Kuna's stated goal of one acre of open space per 80 residents, she proposed they table the section of this ordinance dealing with open space and schedule a workshop so they could more fully explore the City's goals, how various approaches might meet those goals, and the strengths and weaknesses of each approach. Just as there was already an attempt to revise the open space requirements which was ultimately found unworkable, the City needed to look at this more closely so they could get it right and not have to continually revisit the issue. The portions of the ordinance she recommended tabling were 5-1-6-2 and 5-17-12.

Council President Buban-Vonder Haar also had some edits for 6B, pg. 26 of 63. Section I(2)(b) read "*Height of fence* waiver shall only be considered when the grade between two lots has a difference of two (2) feet or more and is on the request is for the lower of the two properties." It should instead read "*Height of fence* waiver shall only be considered

when the grade between two lots has a difference of two (2) feet or more and the request is made by the owner of the lower of the two properties.”

Council President Buban-Vonder Haar had edits for 6B, pg. 30 of 63 as well. Section D should have a comma after the word “burlapped” and Section E should have a comma after the word “feet,” and a comma after the word “burlapped.”

Mayor Stear said that concluded Council President Buban-Vonder Haar’s comments and asked if there were any questions.

Mayor Stear asked, if a 640-acre development came, wouldn’t it come under a PUD.

Mr. Behunin replied they only had one project of that size come in. The prospect was always there but there were fewer and fewer large parcels with that much land under one owner that was contiguous. There were a couple of cases where that happened but, to answer the question, part of the goal was to encourage PUDs. Perhaps they needed to revisit the PUD ordinance as well.

Mayor Stear asked what the odds were of a developer platting all of that at the same time.

Mr. Behunin replied it would never happen. There would be multiple phases but not at one time.

Mayor Stear asked Mr. Withrow about the 3% on smaller developments.

Mr. Withrow explained, when they were looking at it, they sort of reverse engineered it from a couple subdivisions they liked. They were at 2.5% on developments with 100 or less. If Council wanted to raise the percentage on the smaller ones, they could.

Council Member Cardoza noted on page 14 of 63 it said the Kuna City Council, pursuant to public notice as required by law, held a public hearing on October 23, 2019, and October 30, 2019. He said he wasn’t there if it was a public meeting.

Planning & Zoning Director said it was with the Planning & Zoning Commission and those were the notifications that went out.

Council Member Cardoza asked if there was a public notice on October 8th.

Ms. Howell replied October 8th was the Planning & Zoning hearing. October 23rd was one of the notifications in the paper and October 30th was the second notification in the paper for the City Council public hearing.

Council Member Cardoza asked if there had been open public discussion on this legislator where most of the developers in the Kuna community had been notified.

Ms. Howell responded they had discussed it in pre-plats and handed out to some of the planners, engineers, and representatives a copy of the proposal.

Council Member Cardoza asked if any responded.

Mr. Behunin stated they had a number of discussions with a number of developers and he believed the letters in the packet reflected their comments and concerns but they had not received anything else.

Council Member Cardoza appreciated what staff had done but wondered, given how much work they had put into this, if they should open this up to a private meeting between staff and builders. It was important that there be coordination and there seemed to be some animosity out there.

Mr. Behunin said staff would do whatever Council directed. They would just have to consider that meeting would come to an impasse as well. He thought a workshop with Council might work. He wasn't sure what Council wanted to do in terms of stakeholders.

Council Member Cardoza said he was confused by the opposing presentations just from that night. There seemed to be some arbitration between the organizations.

Council Member Christensen felt the numbers presented by both sides aligned and made sense with what the City was trying to achieve and the developers' concerns. He thought the time and effort put in by staff and the data they presented squared away with where the City was coming from and why. Looking at that, it was clear to him they had a clear idea of what they wanted with open space. He didn't know what benefit there would be to opening it up to a workshop. The data wouldn't change.

Mayor Stear said, in his opinion, they put a lot of time and effort into this. His only question was if staff was comfortable with the 3% on smaller projects. He wasn't sure on that one but everything else seemed to make sense and fall in line with the comprehensive plan and addressed some of the issues they had heard over the past few months.

Mr. Withrow replied that had been tricky for them too. They could move it up to 4% and keep going with their table. They could also cap it at 1500. Any houses after 1500 would still be 20% and there wouldn't be any 24% developments. He was comfortable with 3%.

Council Member McPherson said this was a lot to read; staff's numbers and the opposition's numbers. He tried crunching numbers based on his subdivision; amount of ground, houses, HOA dues, the cost to maintain it, and all good factors when looking at this. They certainly didn't want a bunch of property turned over to them that other taxpayers then had to help pay for. He didn't care what Meridian or Eagle had for open space. This was the City's vision for what was needed; whether it was right or wrong.

Council Member Cardoza was kind of on the motion for tabling this and Council President Buban-Vonder Haar mentioned tabling part of it in her letter as well. He was hesitant for part of it but in full support of part of it as well.

Council Member Cardoza stated he hadn't seen this much input from the community; though this was not the direct community but the building community. There was obviously interest in Kuna's open space. Before voting on something like this he would like more input from the community, whether it changed staff's direction or not, there still might be some fine tuning that could make things more congenial. There had to be a happy meeting place. It sounded like the building facilities weren't aware of this. It might be their fault and not the City's but the City should still listen to their arguments. The City should maintain their openness.

Council Member Christensen still wasn't sure what more would come from having more back and forth.

Council and staff discussed public input and whether or not to table the public hearing for more input from the building community.

Mayor Stear reminded everyone this was an ordinance so it could go for the three readings and changes could be made to it before the next reading.

City Attorney Bill Gigray suggested they continue the public hearing if there were going to be any substantive changes.

Mayor Stear suggested they make the text changes recommended by Council President Buban-Vonder Haar, they leave the public hearing open, and come back for a second reading. He asked if there was anything Council wanted looked at or specific things they could put in writing.

Council Member Cardoza had some questions he would direct to Ms. Howell and Mr. Withrow.

City Clerk Chris Engels reminded Council, due to the holiday, there was an early cut off date for the upcoming agenda. She suggested they postpone to the December 17, 2019 Council Meeting. It would also give more time to collect input as well.

Council discussed which date to continue the public hearing to.

Ms. Howell suggested moving it to January. It would give the public additional opportunity for input; especially considering the holidays.

Council discussed a possible January date.

Council Member McPherson moved to continue the Public Hearing for Ordinance No. 2019-44 to the City Council Meeting to be held on January 7, 2020 with

testimony from staff and public written testimony. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

7. Business Items:

- A. Consideration to approve 19-03-TE (Time Extension) – Doug Hanson, Planner I

ACTION ITEM

(Timestamp 02:25:01)

A Team Land Consultants is requesting time extension approval for Rising Sun Estates Subdivision Preliminary Plat (Ada County Assessor Parcel No. R0615250650).

Planner I Doug Hanson presented the staff report and stood for questions.

Council Member McPherson moved to approve 19-03-TE (Time Extension) for Rising Sun Estates. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

- B. Consideration to approve \$40,000 from contingency for IT upgrades – Jared Empey, City Treasurer **ACTION ITEM**

(Timestamp 02:26:44)

City Treasurer Jared Empey read his memo included in the packet. He gave some more background on the request and stood for questions.

Council Member McPherson moved to approve \$40,000 from contingency for IT upgrades as listed by City Treasurer Jared Empey. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

- C. Consideration to approve \$50,000 from contingency for City Hall expansion – Bob Bachman, Public Works Director **ACTION ITEM**

(Timestamp 02:32:40)

Public Works Director Bob Bachman presented the proposed City Hall expansion. He explained the need for it and stood for questions.

Council Member Cardoza asked if it would be better to switch the Human Resources Office with the storage area so storage would be between Human Resources and the City Clerk.

Mr. Bachman's only concern with that was then Planning & Zoning would have to go through the Human Resources Office every time they needed to get to storage but the layout was open for suggestions and modifications. It was just a basic concept.

Council Member Cardoza said Human Resources would have to go through storage to get anywhere.

Mr. Bachman explained the storage area was an open corridor. It would be like walking through a hallway.

Council Member Cardoza had safety concerns regarding all the exterior doors.

Mr. Bachman said they would all be secured and on the alarm system with the magnetic locks. He thought it would actually be safer for City employees to have more passive egress in case of emergencies.

Council Member McPherson moved to approve \$50,000 from contingency for City Hall expansion. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council took a two-minute recess.

- D.** Request for authorization to proceed with advertisement and bidding of Kuna Downtown Revitalization Phase II – Chris Engels, City Clerk and Bob Bachman, Public Works Director **ACTION ITEM**
(Timestamp 02:37:00)

Public Works Director Bob Bachman reviewed the project status. The goal was to go out for bid hopefully in December but, if not December, January, and begin construction in April or May and be done by Kuna Days. He stood for questions.

Council Member McPherson asked if the first phase took longer because it was longer.

Mr. Bachman explained the first phase was actually shorter. It started in June and was done just before Kuna Days. This phase's construction window would be about 45-60 days longer.

Council Member McPherson moved to authorize the City Clerk to proceed with advertisement and bidding of Kuna Downtown Revitalization Phase II. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

- E.** Consideration to approve Resolution No. R88-2019 and request for \$24,950 from contingency to pay for JUB Professional Services – Chris Engels, City Clerk **ACTION ITEM**
(Timestamp 02:39:22)

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH JUB ENGINEERING, INC. FOR DEVELOPING DOWNTOWN DESIGN STANDARDS; AND AUTHORIZING

THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

City Clerk Chris Engels presented the request and stood for questions.

Council Member McPherson moved to approve Resolution No. R88-2019 and \$24,950 from contingency to pay for JUB Professional Services. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2019-45 **ACTION ITEM**
(Timestamp 02:41:27)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- AMENDING SECTION 3 OF CHAPTER 6 OF TITLE 1 KUNA CITY CODE ESTABLISHING THE REGULAR MEETINGS SCHEDULE OF THE CITY COUNCIL AND PROVIDING FOR THE CITY CLERK TO POST THE REGULAR MEETINGS SCHEDULE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

Council Member McPherson moved to waive three readings of Ordinance No. 2019-45. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council Member McPherson moved to approve Ordinance No. 2019-45. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, and McPherson

Voting No: None

Absent: President Buban-Vonder Haar

Motion carried 3-0-1.

9. Mayor/Council Announcements:

(Timestamp 02:42:44)

Mayor Stear shared the State of the City went well. There was good attendance. There were folks from the highway district, an Ada County Commissioner, the sheriff, Council Member Cardoza, and a couple legislators. He thanked Council Member Cardoza for his attendance.

Mayor Stear updated Council that the legislators started really diving into property taxes and city and county government funding. It looked like most of the legislative session would be spent trying to keep them from taking the tools out of local governments' tool boxes. He

wasn't sure what they were trying to accomplish but there were some things that were a little uncomfortable. Something he talked about with Representative John Vander Woude that wasn't in any legislative form yet was possible ways to protect people on a fixed income such as capping property taxes when people reach a certain age. He didn't know what that would look like yet but he thought it was a good idea. Representative Vander Woude also mentioned possibly raising the property tax exemption to \$200,000 instead of the current \$100,000. It was going to be an interesting session.

Mayor Stear also mentioned the Idaho State School Board Association decided not to proceed with the impact fees for school districts. He wasn't sure where that would go yet and thought Kuna's school board of trustees was still dedicated to making that happen at some point in time. It would be hard to get that past the legislature when their own association voted no so it looked like it was dead for at least that year.

City Attorney Bill Gigray commented on the legislature and felt it was time to educate the public and the legislature on how the standard of living was dependent on local government being able to provide services.

10. Executive Session:

None

11. Adjournment: 8:54 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk

Date Approved: CCM 12.03.2019



CITY OF KUNA

751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

November 19, 2019 – P&Z City Council, Public Hearing

Case Name: Indian Creek @ Crimson Point Sub, Annexation & Preliminary Plat

1. **Case Type:** Request to annex a parcel approximately 8.68 acres located west of Ten Mile Road and south of Hubbard Road into Kuna City Limits with an R-8 (Medium Density Residential [MDR]) zone; and to subdivide the approx. 8.68 acres into 39 total lots, consisting of 33 buildable single-family lots, and six common lots. The subject site is located at 3001 West Ardell Road, Kuna, ID 83634, within Section 15, Township 2 North, Range 1 West; (APN# S1315325550).

Case No.: 19-08-AN (Annexation) and 19-04-S (Preliminary Plat).

Please print your name below if you would like to present oral testimony or written exhibits about this item to the **Council/Commission**.

IN FAVOR

NEUTRAL

IN OPPOSITION

Testify Not Testify

Josh Beech

Print Name _____

4824 W. Fairview

Print Address _____

Osceola ID 83706

City State, Zip

Testify Not Testify

Print Name _____

Print Address _____

City State, Zip

Testify Not Testify

Brandon Carver

Print Name _____

2258 N Gilgerron Blvd

Print Address _____

Kuna ID 83634

City State, Zip

Testify Not Testify

Tim Geh

Print Name _____

6192 W. Hartlands

Print Address _____

City State, Zip

Testify Not Testify

Print Name _____

Print Address _____

City State, Zip

Testify Not Testify

Lisa Dugan

Print Name _____

3028 W. Naveg St

Print Address _____

Kuna ID 83634

City State, Zip

Testify Not Testify

Print Name _____

Print Address _____

City State, Zip

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City State, Zip



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SIGN-UP SHEET
November 19, 2019 – City Council Public Hearing

Case Name: 19-02-OA – Fencing & Open Space
Case Type: Zoning Ordinance Revision
Ordinance No. 2019-44

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Commission or City Council.

IN FAVOR	NEUTRAL	IN OPPOSITION
<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Jeff Bower</u> Print Name <u>601 W Bannock</u> Print Address <u>Boise ID 83702</u> City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip
<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Brittany Sotro (NE Kuna farm)</u> Print Name <u>1057 W Oakhampton Drive</u> Print Address <u>Boise ID 83016</u> City State, Zip
<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Jim Eck</u> Print Name <u>1057 W Half Moon Ln</u> Print Address <u>Boise ID 83016</u> City State, Zip
<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Justin Blackstock</u> Print Name _____ Print Address _____ City State, Zip

IN FAVOR

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IN OPPOSITION

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Water Edge Farm

Print Name

Print Address

City State, Zip

Testify Not Testify

Viper Investments

Print Name

Print Address

City State, Zip

Testify Not Testify

Challenger Development

Print Name

Print Address

City State, Zip

Testify Not Testify

X Dave Yorgason

Print Name

14254 W. Battenberg Drive

Print Address

Boise ID 83713

City State, Zip

Testify Not Testify

X Josh Beach

Print Name

4924 W. Fairview

Print Address

Boise ID 83706

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Arroyo Indio Farm LLC
Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Budani Farm
Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Mason Creek Farm LLC
Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

N Star Farm LLC
Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

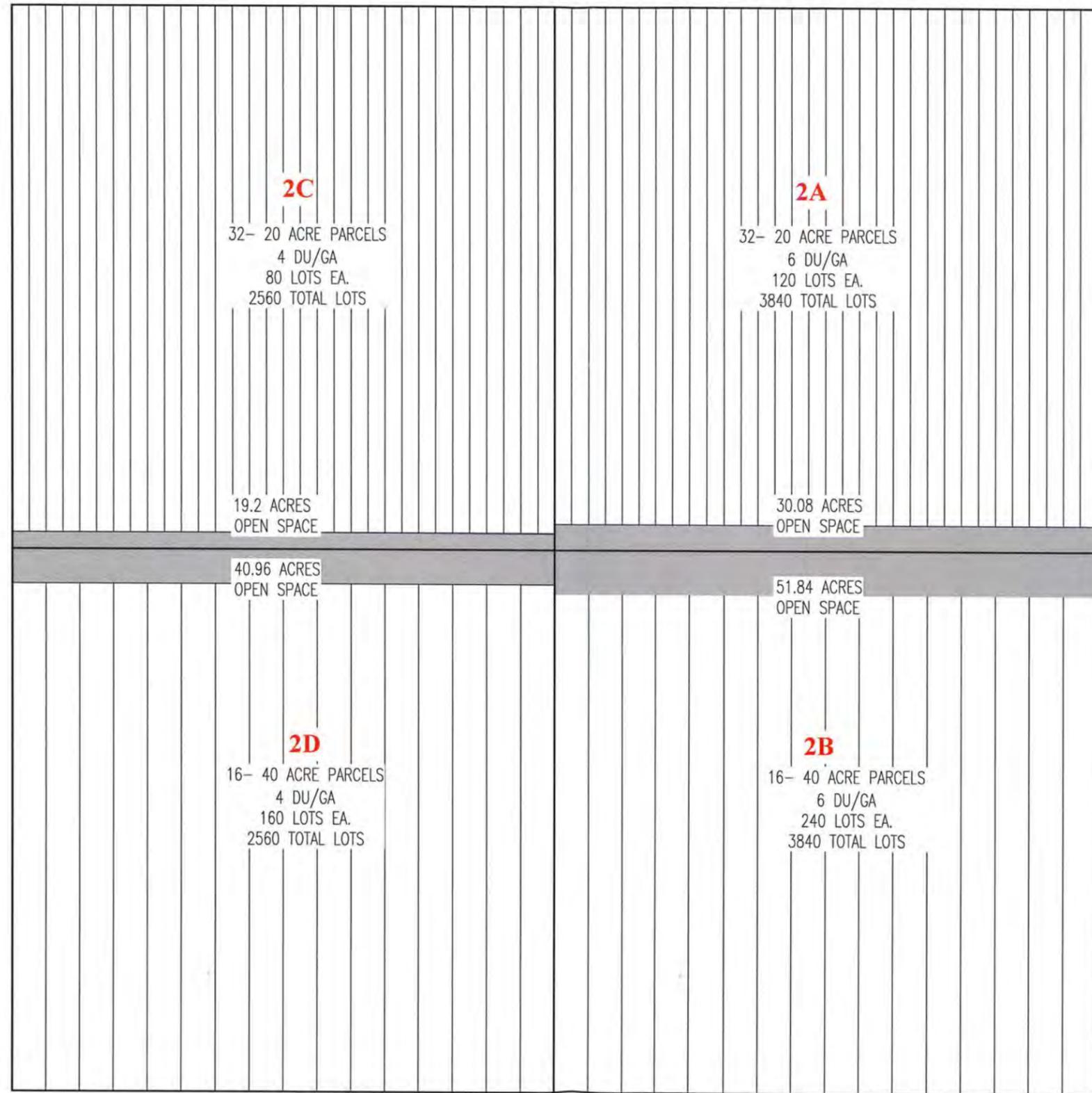
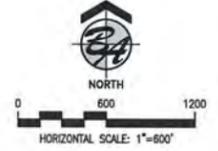
Testify Not Testify

Pawnee Farm LLC
Print Name

Print Address

City State, Zip

Testify:
1) Renaissance Farm
2) South Farm LLC
3) Thistle Farm LLC
4) Urza Farm
5) Vanderkooij Farm
6) DB Development
7) Endurance Holdings
8) CBH Home



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



City of Kuna
Open Space Assessment Sketch

Summary
142.08 ACRES TOTAL OPEN SPACE
5.55% AVERAGE OPEN SPACE

Notes
1. THE OPEN SPACE CALCULATIONS CONSIDER GROSS DWELLING UNITY DENSITY PER THE BULK LAND AREAS.

REV.	DESC.	DATE/BY

SCALE: 1" = 600'
DATE: November 12, 2019
DRAWN BY: D.A.CRAWFORD
CHECKED BY: D.A.CRAWFORD
PROJECT NO.: OPEN SPACE ASSESSMENT
DRAWING FILE NAME: Kuna open space assessment.dwg



ONE SQUARE MILE

3A

6 DU/GA
3840 TOTAL LOTS



247.8 ACRES
OPEN SPACE

Summary
247.8 ACRES TOTAL OPEN SPACE
38.71% AVERAGE OPEN SPACE

Notes
1. THE OPEN SPACE CALCULATIONS CONSIDER GROSS DWELLING UNITY DENSITY PER THE BULK LAND AREAS.

B&A Engineers, Inc.
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City of Kuna
Open Space Assessment Sketch

REV.	DESC.	DATE/BY

SCALE = 600'
DATE = November 12, 2019
DRAWN BY: D.ALCAMFORO
CHECKED BY: D.ALCAMFORO
PROJECT NO.: OPEN SPACE ASSESSMENT
DRAWING FILE NAME: Kuna open space assessment.dwg

SHEET NO:
3

11/19/2019

Good evening Mayor and City Council Members.

My name is Timothy Gordon and I live at 1206 N. Black Cat Rd. Kuna, Idaho 83634

I want to address the open space draft ordinance before you tonight.

First of all, I would like to state that I fully support open space and parks and the value they bring to our community.

I have read Tim Eck's testimony that he has submitted with regard to the open space ordinance being considered tonight.

Given the detail in his testimony, I think it would be prudent to table the Open Space Ordinance and take a second look at the issues he has addressed in his testimony.

Thank you very much for your consideration of my thoughts and input.

Sincerely

Tim Gordon

To whom it may concern;

My name is Don Newell the Developer of the Kuna Market place and Ashton Estates in Kuna. I have Developed and Built in many Markets from Denver Co., Las Vegas NV., Salt Lake and Park City UT., and the Inland Empire (Riverside County) CA. I must say the proposed "Open Space" requirement being considered by Council tonight is the most aggressive and quite frankly egregious I can remember. Has proper thought gone into the ramifications of this Policy if enforced? Are Kuna Park Fee's adequate? What will happen to HOA Dues in communities affected by this? Aren't these concerns of the City. I believe the Stakeholders like the City would welcome a vetting and dialogue of this proposed Policy prior to it's implementation.

Regards

Don Newell

OPEN SPACE REQUIREMENTS ACROSS EVEN ACREAGE

<p>160 AC</p> <p>R-2</p> <p>320 Homes</p> <p>10.35% Open Space</p> <p>16.56 acres of Open Space</p> <p>Estimated Population: 982</p> <p>Comp Plan Goal: 1:59</p>	<p>160 AC</p> <p>R-4</p> <p>640 Homes</p> <p>13.20% Open Space</p> <p>21.12 acres of open space</p> <p>Estimated Population: 1964</p> <p>Comp Plan Goal: 1:93</p>
<p>160 AC</p> <p>R-6</p> <p>960 homes</p> <p>16.00% Open Space</p> <p>25.60 acres of Open Space</p> <p>Estimated Population: 2947</p> <p>Comp Plan Goal: 1:115</p>	<p>160 AC</p> <p>R-8</p> <p>1280 Homes</p> <p>18.40% Open Space</p> <p>29.44 acres of open space</p> <p>Estimated Population: 3930</p> <p>Comp Plan Goal: 1:133</p>

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15694		<u>SHOP RENT FOR DECEMBER - PARKS</u>	11/14/2019	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	11/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15694		<u>SHOP RENT FOR DECEMBER - WATER</u>	11/14/2019	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	11/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15694		<u>SHOP RENT FOR DECEMBER - SEWER</u>	11/14/2019	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	11/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15694		<u>SHOP RENT FOR DECEMBER - P.I.</u>	11/14/2019	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	11/19		
Total 15694:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY TREASURER												
68	ADA COUNTY TREASURER	11302019ACT-		<u>PARCEL ID S1326121015, REDUCED PROPERTY TAX, 501 W SHORTLINE ST</u>	11/30/2019	611.88	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/19		
68	ADA COUNTY TREASURER	11302019ACT-		<u>PARCEL ID#S1326121090, REDUCED PROPERTY TAX, W SHORTLINE ST</u>	11/30/2019	548.08	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/19		
Total 11302019ACT-PT:						1,159.96	.00					
Total ADA COUNTY TREASURER:						1,159.96	.00					
AIR FILTER SUPERSTORE WHOLESAL E LLC												
1876	AIR FILTER SUPERSTORE WHOLESAL E LLC	INV13904	9246	<u>4 EA 16X25X2, 4 EA 16X20X2, FILTER REPLACEMENTS FOR SENIOR CENTER, S. HOWELL, NOV. '19</u>	11/08/2019	24.08	.00	01-6140 MAINT. & REPAIR BUILDING	1001	11/19		

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
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV13904	9246	4 EA 20X20X2, FILTER REPLACEMENTS FOR SADIE WHEELHOUSE, S. HOWELL, NOV. '19	11/08/2019	12.72	.00	25-6140 MAINT. & REPAIR BUILDING	0	11/19		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV13904	9246	4 EA 20X20X2, FILTER REPLACEMENTS AT BUTLER WELL, S. HOWELL, NOV. '19	11/08/2019	12.72	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/19		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV13904	9246	8 EA 16X20X2, 4 EA 20X20X2, 4 EA 20X25X2, FILTER REPLACEMENTS FOR CITY HALL, S. HOWELL, NOV. '19	11/08/2019	18.92	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/19		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV13904	9246	8 EA 16X20X2, 4 EA 20X20X2, 4 EA 20X25X2, FILTER REPLACEMENTS FOR CITY HALL, S. HOWELL, NOV. '19	11/08/2019	12.95	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/19		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV13904	9246	8 EA 16X20X2, 4 EA 20X20X2, 4 EA 20X25X2, FILTER REPLACEMENTS FOR CITY HALL, S. HOWELL, NOV. '19	11/08/2019	12.95	.00	21-6140 MAINT. & REPAIR BUILDING	0	11/19		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV13904	9246	8 EA 16X20X2, 4 EA 20X20X2, 4 EA 20X25X2, FILTER REPLACEMENTS FOR CITY HALL, S. HOWELL, NOV. '19	11/08/2019	4.98	.00	25-6140 MAINT. & REPAIR BUILDING	0	11/19		
Total INV13904:						99.32	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						99.32	.00					
BOISE-KUNA IRRIGATION DISTRICT												
12	BOISE-KUNA IRRIGATION DISTRICT	12202019BKID		FALL ASSESSMENT - 2020 IRRIGATION FOR 501 W SHORTLINE RD	12/01/2019	54.84	.00	25-6116 IRRIGATION / WATER COSTS	0	11/19		
Total 12202019BKID - 1293:						54.84	.00					
12	BOISE-KUNA IRRIGATION DISTRICT	12202019BKID		FALL ASSESSMENT - 2020 IRRIGATION FOR KUNA TOWNSITE	12/01/2019	3,618.77	.00	25-6116 IRRIGATION / WATER COSTS	0	11/19		

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 12202019BKID - 1401:						3,618.77	.00					
12	BOISE-KUNA IRRIGATION DISTRICT	12202019BKID		FALL ASSESSMENT - 2020 IRRIGATION FOR W2 NE4 SW4 SEC 19 2N 1E	12/01/2019	54.35	.00	25-6116 IRRIGATION / WATER COSTS	0	11/19		
Total 12202019BKID-196A:						54.35	.00					
Total BOISE-KUNA IRRIGATION DISTRICT:						3,727.96	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	146061	9273	1 PKG LUNAR BLUE CARD STOCK, BUILDING DEPT, NOV.'19	11/13/2019	19.45	.00	01-6165 OFFICE SUPPLIES	1005	11/19		
1795	BUYWYZ LLC	146061	9273	1 CASE TOILET PAPER AND 1 CARTON PAPER TOWELS, SENIOR CENTER, NOV.'19	11/13/2019	126.08	.00	01-6025 JANITORIAL	1001	11/19		
1795	BUYWYZ LLC	146061	9273	3 EA 2020 DESK CALENDARS, P & Z	11/13/2019	40.33	.00	01-6165 OFFICE SUPPLIES	1003	11/19		
Total 146061:						185.86	.00					
1795	BUYWYZ LLC	146368	9304	1 EA SPIRAL NOTEBOOK, NOV.'19 - P & Z	11/20/2019	5.39	.00	01-6165 OFFICE SUPPLIES	1003	11/19		
1795	BUYWYZ LLC	146368	9304	1 DOZ LEGAL PADS, 1 DOZ JR LEGAL PADS, AND 1 DOZ BLACK PENS, C.OSWALD, NOV.'19 - WATER	11/20/2019	12.93	.00	20-6165 OFFICE SUPPLIES	0	11/19		
1795	BUYWYZ LLC	146368	9304	1 DOZ LEGAL PADS, 1 DOZ JR LEGAL PADS, AND 1 DOZ BLACK PENS, C.OSWALD, NOV.'19 - SEWER	11/20/2019	12.93	.00	21-6165 OFFICE SUPPLIES	0	11/19		
1795	BUYWYZ LLC	146368	9304	1 DOZ LEGAL PADS, 1 DOZ JR LEGAL PADS, AND 1 DOZ BLACK PENS, C.OSWALD, NOV.'19 - P.I.	11/20/2019	4.93	.00	25-6165 OFFICE SUPPLIES	0	11/19		

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
1795	BUYWYZ LLC	146368	9304	1 CASE COPY PAPER AND 1 BAG CANDY FOR CUSTOMER SERVICE, CITY HALL, NOV.'19 - ADMIN	11/20/2019	19.38	.00	01-6165 OFFICE SUPPLIES	0	11/19		
1795	BUYWYZ LLC	146368	9304	1 CASE COPY PAPER AND 1 BAG CANDY FOR CUSTOMER SERVICE, CITY HALL, NOV.'19 - WATER	11/20/2019	13.27	.00	20-6165 OFFICE SUPPLIES	0	11/19		
1795	BUYWYZ LLC	146368	9304	1 CASE COPY PAPER AND 1 BAG CANDY FOR CUSTOMER SERVICE, CITY HALL, NOV.'19 - SEWER	11/20/2019	13.27	.00	21-6165 OFFICE SUPPLIES	0	11/19		
1795	BUYWYZ LLC	146368	9304	1 CASE COPY PAPER AND 1 BAG CANDY FOR CUSTOMER SERVICE, CITY HALL, NOV.'19 - P.I.	11/20/2019	5.10	.00	25-6165 OFFICE SUPPLIES	0	11/19		
Total 146368:						87.20	.00					
Total BUYWYZ LLC:						273.06	.00					
CASELLE INC												
1239	CASELLE INC	98483		CONTRACT SUPPORT AND MAINTENANCE FOR 12/1-31/19 - ADMIN	11/01/2019	606.80	606.80	01-6052 CONTRACT SERVICES	0	11/19	11/22/2019	
1239	CASELLE INC	98483		CONTRACT SUPPORT AND MAINTENANCE FOR 12/1-31/19 - WATER	11/01/2019	434.60	434.60	20-6052 CONTRACT SERVICES	0	11/19	11/22/2019	
1239	CASELLE INC	98483		CONTRACT SUPPORT AND MAINTENANCE FOR 12/1-31/19 - SEWER	11/01/2019	434.60	434.60	21-6052 CONTRACT SERVICES	0	11/19	11/22/2019	
1239	CASELLE INC	98483		CONTRACT SUPPORT AND MAINTENANCE FOR 12/1-31/19 - P.I.	11/01/2019	164.00	164.00	25-6052 CONTRACT SERVICES	0	11/19	11/22/2019	
Total 98483:						1,640.00	1,640.00					
Total CASELLE INC:						1,640.00	1,640.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/7/2019-12/6/2019 - ADMIN	11/07/2019	13.92	13.92	01-6255 TELEPHONE	0	11/19	11/22/2019	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/7/2019-12/6/2019 - WATER	11/07/2019	12.92	12.92	20-6255 TELEPHONE EXPENSE	0	11/19	11/22/2019	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/7/2019-12/6/2019 - SEWER	11/07/2019	12.92	12.92	21-6255 TELEPHONE EXPENSE	0	11/19	11/22/2019	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/7/2019-12/6/2019 - P.I.	11/07/2019	4.97	4.97	25-6255 TELEPHONE EXPENSE	0	11/19	11/22/2019	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/7/2019-12/6/2019 - P&Z	11/07/2019	4.97	4.97	01-6255 TELEPHONE	1003	11/19	11/22/2019	
Total 2089229179548B110719:						49.70	49.70					
Total CENTURYLINK:						49.70	49.70					
CITY OF BOISE												
571	CITY OF BOISE	374		OCT-DEC FY 2020 CONTRIBUTION FOR ALLUMBAUGH	10/25/2019	3,219.74	.00	01-6070 DONATIONS EXPENSE	0	11/19		
Total 374:						3,219.74	.00					
Total CITY OF BOISE:						3,219.74	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	L552773	9293	18 EA GASKETS, 1 EA REGISTER, 33 EA REGISTERS, AND 6 METER SETTERS, B.BURR, NOV.'19 - WATER	11/19/2019	8,652.20	.00	20-6020 CAPITAL IMPROVEMENTS	1089	11/19		
Total L552773:						8,652.20	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total CORE & MAIN LP:						8,652.20	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8258		REPLACED TANK 4 LIT AT THE PROCESS BUILDING TANK 4. SUBMERSIBLE CAGED LEVEL TRANSDUCER. SEWER. NOV. '19	11/13/2019	1,167.04	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/19		
Total 8258:						1,167.04	.00					
147	CUSTOM ELECTRIC, INC.	8259	9289	TROUBLESHOOTED AND REPLACED TRANSDUCER AT ORCHARD LIFT STATION. PARTS - KPSI MODEL 750 SUBMERSIBLE TRANSDUCER. T. FLEMING. NOV. '19	11/13/2019	2,011.48	.00	21-6150 M & R - SYSTEM	0	11/19		
Total 8259:						2,011.48	.00					
147	CUSTOM ELECTRIC, INC.	8262		TROUBLESHOOTED AND REPAIRED VFD AT BLOWER PROCESS BUILDING. SEWER. NOV. '19	11/15/2019	470.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/19		
Total 8262:						470.00	.00					
Total CUSTOM ELECTRIC, INC.:						3,648.52	.00					
D & B SUPPLY												
75	D & B SUPPLY	11282	9301	TRUCK HITCH. 5/8" PIN & CLIP. 7-RV TO 6 ROUND TRAILER PLUGIN. 10PC COMBO WRENCH SET. 5 PK 12" 10TPI 2X RECIP BLADE. 7PC IMPACT SOCKET SET. 9" PRUNING RECIP BLADE. TAPE MEASURE. 10" PLIER. 12" PLIER. TOOLS FOR NE PARKS TRUCK. M.MEADE. NOV.'19	11/20/2019	225.35	.00	01-6175 SMALL TOOLS	1004	11/19		
Total 11282:						225.35	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total D & B SUPPLY:						225.35	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	1272810		<u>240.10 GALLONS OF PROPANE DELIVERED TO FLEET SHOP, NOV. '19 - ADMIN</u>	11/14/2019	195.68	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	11/19		
1731	ED STAUB & SONS PETROLEUM, INC	1272810		<u>240.10 GALLONS OF PROPANE DELIVERED TO FLEET SHOP, NOV. '19 - WATER</u>	11/14/2019	78.27	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/19		
1731	ED STAUB & SONS PETROLEUM, INC	1272810		<u>240.10 GALLONS OF PROPANE DELIVERED TO FLEET SHOP, NOV. '19 - SEWER</u>	11/14/2019	78.27	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/19		
1731	ED STAUB & SONS PETROLEUM, INC	1272810		<u>240.10 GALLONS OF PROPANE DELIVERED TO FLEET SHOP, NOV. '19 - P.I.</u>	11/14/2019	39.14	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/19		
Total 1272810:						391.36	.00					
Total ED STAUB & SONS PETROLEUM, INC:						391.36	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0731302	9274	<u>4 EA 12 MJ IPS TRANS ACCY PK W/GLND. 4 EA 12 PVC WDG REST GLND *ONELOK. (LUG AND GASKET KITS). M.DAVILA, NOV. '19</u>	11/13/2019	691.34	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/19		
Total 0731302:						691.34	.00					
Total FERGUSON ENTERPRISES INC:						691.34	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	15329090	9256	<u>3" PVC MALE ADAPTER, 6" WEDGE ACTION MJ RETAINER GLAND FOR PVC PIPE, 3" ELEC SCRUBBER VALVE RB, 6" PVC TEE, 6"X3" PVC BUSHING, 6" MJ SLEEVE, 6" SET OF MJ ACCESSORIES FOR IPS PVC, M. MEADE, NOV. '19</u>	11/07/2019	722.56	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/19		

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 I5329090:						722.56	.00					
Total H.D. FOWLER COMPANY:						722.56	.00					
ICON ENTERPRISES, INC.												
1631	ICON ENTERPRISES, INC.	193252		<u>ANNUAL WEB HOSTING, RE-DESIGN, SSL CERTIFICATE AND SUPPORT FEES - ADMIN</u>	12/01/2019	1,318.70	.00	<u>01-6052 CONTRACT SERVICES</u>	0	11/19		
1631	ICON ENTERPRISES, INC.	193252		<u>ANNUAL WEB HOSTING, RE-DESIGN, SSL CERTIFICATE AND SUPPORT FEES - WATER</u>	12/01/2019	1,740.68	.00	<u>20-6052 CONTRACT SERVICES</u>	0	11/19		
1631	ICON ENTERPRISES, INC.	193252		<u>ANNUAL WEB HOSTING, RE-DESIGN, SSL CERTIFICATE AND SUPPORT FEES - SEWER</u>	12/01/2019	1,740.68	.00	<u>21-6052 CONTRACT SERVICES</u>	0	11/19		
1631	ICON ENTERPRISES, INC.	193252		<u>ANNUAL WEB HOSTING, RE-DESIGN, SSL CERTIFICATE AND SUPPORT FEES - P.I</u>	12/01/2019	474.72	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/19		
Total 193252:						5,274.78	.00					
Total ICON ENTERPRISES, INC.:						5,274.78	.00					
IDAHO ASSOCIATION OF BUILDING OFFICIALS												
565	IDAHO ASSOCIATION OF BUILDING OFFICIALS	5062		<u>2020 MEMBERSHIP RENEWALS - ANNUAL ACTIVE GOVERNMENT MEMBERSHIP. J.COULTER & B.BACHMAN-BUILDING INSPECTION</u>	11/08/2019	250.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1005	11/19		
Total 5062:						250.00	.00					
Total IDAHO ASSOCIATION OF BUILDING OFFICIALS:						250.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	11302019I		<u>ELECTRIC SERVICE FOR NOV.'19 - ADMIN</u>	11/30/2019	327.27	.00	<u>01-6290 UTILITIES</u>	0	11/19		
38	IDAHO POWER CO	11302019I		<u>ELECTRIC SERVICE FOR NOV.'19 - SENIOR CENTER</u>	11/30/2019	247.81	.00	<u>01-6290 UTILITIES</u>	1001	11/19		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				PLANT, NOV. '19 - SEWER	11/17/2019	50.40	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		SETUP D. WALTMA'S NEW COMPUTER AT TREATMENT PLANT, NOV. '19 - P.I.	11/17/2019	19.20	.00	25-6142_MAINT. & REPAIRS - EQUIPMENT	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		UPDATED CLERKS COMPUTER KUNA-PC-33 TO WINDOWS 10 OS, NOV. '19 - ADMIN	11/17/2019	68.40	.00	01-6165_OFFICE SUPPLIES	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		UPDATED CLERKS COMPUTER KUNA-PC-33 TO WINDOWS 10 OS, NOV. '19 - WATER	11/17/2019	1.44	.00	20-6165_OFFICE SUPPLIES	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		UPDATED CLERKS COMPUTER KUNA-PC-33 TO WINDOWS 10 OS, NOV. '19 - SEWER	11/17/2019	1.44	.00	21-6165_OFFICE SUPPLIES	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		UPDATED CLERKS COMPUTER KUNA-PC-33 TO WINDOWS 10 OS, NOV. '19 - P.I.	11/17/2019	.72	.00	25-6165_OFFICE SUPPLIES	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		NEW COMPUTER MONITOR FOR C. ENGELS, CLERKS, NOV. '19 - ADMIN	11/17/2019	189.05	.00	01-6175_SMALL TOOLS	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		NEW COMPUTER MONITOR FOR C. ENGELS, CLERKS, NOV. '19 - WATER	11/17/2019	3.98	.00	20-6175_SMALL TOOLS	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		NEW COMPUTER MONITOR FOR C. ENGELS, CLERKS, NOV. '19 - SEWER	11/17/2019	3.98	.00	21-6175_SMALL TOOLS	0	11/19		
1595	INTEGRINET SOLUTIONS, INC.	116891		NEW COMPUTER MONITOR FOR C. ENGELS, CLERKS, NOV. '19 - P.I.	11/17/2019	1.99	.00	25-6175_SMALL TOOLS	0	11/19		
Total 116891:						391.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						2,055.00	.00					

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				PHASE IIA & IIB, DOWNTOWN PHASE 2 CONTINGENCY CITY MATCH, OCT. '19	11/17/2019	12,241.87	.00	03-6370_EXP_- DOWNTOWN REVITALIZATION	0	11/19		
Total 0129791:						12,241.87	.00					
Total J-U-B ENGINEERS, INC.:						12,241.87	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	12008	9166	FORD TRUCK SUPER-DUTY F- 350 FOR WATER DEPARTMENT. B. BACHMAN, OCT. '19 - WATER	10/07/2019	46,303.45	46,303.45	20-6166_PP&E PURCHASES OPERATIONS	1203	11/19	11/22/2019	
1616	KENDALL FORD OF MERIDIAN LLC	12008	9166	FORD TRUCK SUPER-DUTY F- 350 FOR WATER DEPARTMENT. B. BACHMAN, OCT. '19 - P.I.	10/07/2019	11,575.86	11,575.86	25-6166_PP&E PURCHASES - OPERATIONS	1203	11/19	11/22/2019	
Total 12008:						57,879.31	57,879.31					
Total KENDALL FORD OF MERIDIAN LLC:						57,879.31	57,879.31					
KUNA LUMBER												
499	KUNA LUMBER	A111464	9278	1 GAL OF STAIN, AND 2 EA 2X12-10' BOARDS FOR THE SIDE BOARDS ON DUMP TRUCK. M.MEADE, NOV.'19	11/14/2019	66.21	.00	01-6305_VEHICLE MAINTENANCE & REPAIRS	1004	11/19		
Total A111464:						66.21	.00					
499	KUNA LUMBER	A111533	9290	3 COPIES OF TOOL SHED KEYS. M. MEADE, NOV. '19	11/18/2019	5.91	.00	01-6140_MAINT.& REPAIR BUILDING	1004	11/19		
Total A111533:						5.91	.00					
499	KUNA LUMBER	B132993	9267	2 EA 1X3/8 RED COUPLER, 4 ROLLS GORILLA TAPE, 3 EA 12" BLADES. B. BOWEN, NOV. '19	11/12/2019	75.44	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/19		

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Total B132993:						75.44	.00					
Total KUNA LUMBER:						147.56	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR792696		<u>CONTRACT BASE RATE CHARGE AND COPY OVERAGES FOR THE 11/3/2019 -12/2/2019 BILLING PERIOD, CITY HALL, NOV. '19 - ADMIN</u>	11/06/2019	155.06	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/19		
1619	LOCAHAN LLC	AR792696		<u>CONTRACT BASE RATE CHARGE AND COPY OVERAGES FOR THE 11/3/2019 -12/2/2019 BILLING PERIOD, CITY HALL, NOV. '19 - WATER</u>	11/06/2019	143.96	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/19		
1619	LOCAHAN LLC	AR792696		<u>CONTRACT BASE RATE CHARGE AND COPY OVERAGES FOR THE 11/3/2019 -12/2/2019 BILLING PERIOD, CITY HALL, NOV. '19 - SEWER</u>	11/06/2019	143.96	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/19		
1619	LOCAHAN LLC	AR792696		<u>CONTRACT BASE RATE CHARGE AND COPY OVERAGES FOR THE 11/3/2019 -12/2/2019 BILLING PERIOD, CITY HALL, NOV. '19 - P.I.</u>	11/06/2019	55.37	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/19		
1619	LOCAHAN LLC	AR792696		<u>CONTRACT BASE RATE CHARGE AND COPY OVERAGES FOR THE 11/3/2019 -12/2/2019 BILLING PERIOD, CITY HALL, NOV. '19 - P&Z</u>	11/06/2019	55.37	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/19		
Total AR792696:						553.72	.00					
1619	LOCAHAN LLC	AR795726		<u>CONTRACT OVERAGE CHARGE FOR 10/1/2019-10/31/2019, CLERKS - ADMIN</u>	11/18/2019	85.65	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/19		
1619	LOCAHAN LLC	AR795726		<u>CONTRACT OVERAGE CHARGE FOR 10/1/2019-10/31/2019, CLERKS - WATER</u>	11/18/2019	1.80	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/19		

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				CHAINSaws, S.JONES, NOV.'19	11/14/2019	11.94	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/19		
	Total 202114:					11.94	.00					
470	PARTS, INC.	202346		CLEVIS AND COTT PINS FOR MINI, M.MEADE, NOV.'19	11/18/2019	3.67	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/19		
	Total 202346:					3.67	.00					
470	PARTS, INC.	202441		CREDIT/RETURN BRAKE BOOSTER CORE CHARGE PAID ON INV#201768, NOV.'19 - WATER	11/19/2019	-35.66	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/19		
470	PARTS, INC.	202441		CREDIT/RETURN BRAKE BOOSTER CORE CHARGES PAID ON INV#201768, NOV.'19 - P.I	11/19/2019	-8.91	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/19		
	Total 202441:					-44.57	.00					
470	PARTS, INC.	202457	9300	WIPER BLADES FOR TRUCK#29, J.COULTER, NOV.'19	11/20/2019	27.98	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	11/19		
	Total 202457:					27.98	.00					
470	PARTS, INC.	202599	9309	WAX AND TOWELS FOR WINTERIZING THE SPLASH PAD BUCKET, NOV.'19 - PARKS	11/22/2019	46.03	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/19		
470	PARTS, INC.	202599	9309	TRAILER HITCH AND BALL MOUNT FOR PARKS TRUCK, NOV.'19	11/22/2019	38.56	.00	01-6175 SMALL TOOLS	1004	11/19		
	Total 202599:					84.59	.00					

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470	PARTS, INC.	202618	9313	<u>ITEMS FOR DETAILING PARKS VEHICLES, NOV.'19</u>	11/22/2019	51.77	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	11/19		
Total 202618:						51.77	.00					
Total PARTS, INC.:						135.38	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	991928		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), 12/1-31/19 - WATER</u>	12/01/2019	215.01	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/19		
1021	PEAK ALARM COMPANY, INC	991928		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), 12/1-31/19 - P.I</u>	12/01/2019	53.75	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/19		
Total 991928:						268.76	.00					
1021	PEAK ALARM COMPANY, INC	991971		<u>ALARM MONITORING FOR THE TREATMENT PLANT, 12/1/19- 2/29/20 - WATER</u>	12/01/2019	40.04	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/19		
1021	PEAK ALARM COMPANY, INC	991971		<u>ALARM MONITORING FOR THE TREATMENT PLANT, 12/1/19- 2/29/20 - SEWER</u>	12/01/2019	40.04	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/19		
1021	PEAK ALARM COMPANY, INC	991971		<u>ALARM MONITORING FOR THE TREATMENT PLANT, 12/1/19- 2/29/20 - P.I</u>	12/01/2019	15.26	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/19		
Total 991971:						95.34	.00					
Total PEAK ALARM COMPANY, INC:						364.10	.00					
QUALITY COMMUNICATIONS INC												
2008	QUALITY COMMUNICATIONS INC	W7091		<u>EMERGENCY FIBER WORK, CITY HALL, NOV.'19 - ADMIN</u>	11/05/2019	1,259.38	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	11/19		

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				NADEAU, NOV. '19	11/15/2019	426.70	.00	21-6150 M & R - SYSTEM	0	11/19		
Total EF3738-INV1:						426.70	.00					
1843	SCHAEFFER MANUFACTURING COMPANY	EF3738-INV2	9283	4 EA 5-GALLON BUCKETS OF BLOWER OIL, BLOWER ROOM/PROCESS BUILDING, M. NADEAU, NOV. '19	11/19/2019	426.70	.00	21-6150 M & R - SYSTEM	0	11/19		
Total EF3738-INV2:						426.70	.00					
Total SCHAEFFER MANUFACTURING COMPANY:						853.40	.00					
SHARP ELECTRONICS CORP -LEASE												
1734	SHARP ELECTRONICS CORP - LEASE	5007942346		COPIER LEASE, MODEL #MX2615N, 11/1-30/19 - WATER	11/05/2019	40.43	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/19		
1734	SHARP ELECTRONICS CORP - LEASE	5007942346		COPIER LEASE, MODEL #MX2615N, 11/1-30/19 - SEWER	11/05/2019	40.43	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/19		
1734	SHARP ELECTRONICS CORP - LEASE	5007942346		COPIER LEASE, MODEL #MX2615N, 11/1-30/19 - P.I	11/05/2019	15.40	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/19		
Total 5007942346:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
SOLBERG MANUFACTURING, INC.												
1697	SOLBERG MANUFACTURING, INC.	719461	9288	FILTERS FOR THE BLOWER ROOM AT THE LAGOONS, M.NADEAU, NOV.'19	11/18/2019	2,410.85	.00	21-6150 M & R - SYSTEM	0	11/19		
Total 719461:						2,410.85	.00					
Total SOLBERG MANUFACTURING, INC.:						2,410.85	.00					

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				CHOCOLATE PACKETS, TREATMENT PLANT, NOV.'19 - P.I	11/14/2019	20.30	.00	25-6165 OFFICE SUPPLIES	0	11/19		
Total 2160:06397917:						126.85	.00					
992	TREASURE VALLEY COFFEE	2160:06410629	9312	2 EA 5-GALLON WATER BOTTLES, PARKS MAINTENANCE SHOP, NOV. '19	11/22/2019	11.40	.00	01-6165 OFFICE SUPPLIES	1004	11/19		
Total 2160:06410629:						11.40	.00					
992	TREASURE VALLEY COFFEE	2160:06410687	9312	5 EA 5-GALLON WATER BOTTLES, CITY HALL, NOV. '19	11/22/2019	28.50	.00	01-6165 OFFICE SUPPLIES	0	11/19		
Total 2160:06410687:						28.50	.00					
Total TREASURE VALLEY COFFEE:						228.97	.00					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	250320.02A		JASON GAYTHWAITE, 934 S PENCIL AVE, UTILITY REFUND	11/19/2019	3.67	.00	20-2201 ESCHEAT PAYABLE	0	11/19		
Total 250320.02A:						3.67	.00					
1951	UTILITY REFUND #6	250460.02A		TYLER NICODEMUS, 798 W PLAYGROUND ST, UTILITY REFUND	11/20/2019	83.57	.00	20-2201 ESCHEAT PAYABLE	0	11/19		
Total 250460.02A:						83.57	.00					
Total UTILITY REFUND #6:						87.24	.00					
UTILITY REFUND #7												
1987	UTILITY REFUND #7	120590.03A		AMBER POST, 1733 W 4TH ST, UTILITY REFUND	11/19/2019	87.66	.00	20-2201 ESCHEAT PAYABLE	0	11/19		

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Total 120590.03A:						87.66	.00					
1987	UTILITY REFUND #7	230100.03A		<u>MATTHEW Z EGE, 1236 W PENELope ST. UTILITY REFUND</u>	11/19/2019	8.46	.00	20-2201 ESCHEAT PAYABLE	0	11/19		
Total 230100.03A:						8.46	.00					
1987	UTILITY REFUND #7	240325.02A		<u>CHAD CLINE, 613 N MUDSTONE WAY, UTILITY REFUND</u>	11/19/2019	13.28	.00	20-2201 ESCHEAT PAYABLE	0	11/19		
Total 240325.02A:						13.28	.00					
1987	UTILITY REFUND #7	291012.02A		<u>LANEY DANNIE SANFORD, 6833 S NORDEAN AVE, UTILITY REFUND</u>	11/19/2019	17.64	.00	20-2201 ESCHEAT PAYABLE	0	11/19		
Total 291012.02A:						17.64	.00					
Total UTILITY REFUND #7:						127.04	.00					
UTILITY REFUND #8												
1998	UTILITY REFUND #8	122050.03		<u>PATRICK ALAN THUESON, 1653 W SECLUDED CT, UTILITY REFUND</u>	11/19/2019	46.00	.00	20-4500 METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	122050.03		<u>PATRICK ALAN THUESON, 1653 W SECLUDED CT, UTILITY REFUND</u>	11/19/2019	30.60	.00	21-4600 SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	122050.03		<u>PATRICK ALAN THUESON, 1653 W SECLUDED CT, UTILITY REFUND</u>	11/19/2019	2.23	.00	25-4700 PRESS. IRRIGATION USER FEES	0	11/19		
Total 122050.03:						78.83	.00					
1998	UTILITY REFUND #8	170200.02		<u>TREVOR ZALDAIN, 553 S STIBNITE AVE, UTILITY REFUND</u>	11/15/2019	67.88	.00	20-4500 METERED WATER SALES	0	11/19		

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Total 170200.02:						67.88	.00					
1998	UTILITY REFUND #8	170810.03		<u>PAUL L WILLIAMS, 644 S WHITEHORSE AVE, UTILITY REFUND</u>	11/14/2019	2.74	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	170810.03		<u>PAUL L WILLIAMS, 644 S WHITEHORSE AVE, UTILITY REFUND</u>	11/14/2019	2.49	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	170810.03		<u>PAUL L WILLIAMS, 644 S WHITEHORSE AVE, UTILITY REFUND</u>	11/14/2019	1.92	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	170810.03		<u>PAUL L WILLIAMS, 644 S WHITEHORSE AVE, UTILITY REFUND</u>	11/14/2019	.03	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 170810.03:						7.18	.00					
1998	UTILITY REFUND #8	170910.04A		<u>SEAN BALL, 684 S STIBNITE AVE, UTILITY REFUND</u>	11/15/2019	61.54	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 170910.04A:						61.54	.00					
1998	UTILITY REFUND #8	173190.02		<u>TODD J BREIER, 524 S TAILINGS AVE, UTILITY REFUND</u>	11/19/2019	33.13	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	173190.02		<u>TODD J BREIER, 524 S TAILINGS AVE, UTILITY REFUND</u>	11/19/2019	30.03	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	173190.02		<u>TODD J BREIER, 524 S TAILINGS AVE, UTILITY REFUND</u>	11/19/2019	23.24	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	173190.02		<u>TODD J BREIER, 524 S TAILINGS AVE, UTILITY REFUND</u>	11/19/2019	.71	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		

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Total 173190.02:						87.11	.00					
1998	UTILITY REFUND #8	177075.02		<u>CHAD YOUNG, 645 S IRON SPRINGS AVE, UTILITY REFUND</u>	11/20/2019	43.34	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	177075.02		<u>CHAD YOUNG, 645 S IRON SPRINGS AVE, UTILITY REFUND</u>	11/20/2019	37.27	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	177075.02		<u>CHAD YOUNG, 645 S IRON SPRINGS AVE, UTILITY REFUND</u>	11/20/2019	20.09	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 177075.02:						100.70	.00					
1998	UTILITY REFUND #8	183120.03		<u>JONATHAN P. STEENBLIK, 1337 W KESLER DR, UTILITY REFUND</u>	11/15/2019	11.30	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	183120.03		<u>JONATHAN P. STEENBLIK, 1337 W KESLER DR, UTILITY REFUND</u>	11/15/2019	9.91	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	183120.03		<u>JONATHAN P. STEENBLIK, 1337 W KESLER DR, UTILITY REFUND</u>	11/15/2019	7.65	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 183120.03:						28.86	.00					
1998	UTILITY REFUND #8	200915.03		<u>ERIC MILLER, 339 E BAY OWL DR, UTILITY REFUND</u>	11/20/2019	31.12	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	200915.03		<u>ERIC MILLER, 339 E BAY OWL DR, UTILITY REFUND</u>	11/20/2019	-12.43	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	200915.03		<u>ERIC MILLER, 339 E BAY OWL DR, UTILITY REFUND</u>	11/20/2019	-11.14	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 200915.03:						7.55	.00					

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1998	UTILITY REFUND #8	20250.02		<u>KIMBERLY BARKER, 523 E EASY ST, UTILITY REFUND</u>	11/14/2019	8.44	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	20250.02		<u>KIMBERLY BARKER, 523 E EASY ST, UTILITY REFUND</u>	11/14/2019	8.57	.00	<u>21-4600_SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	20250.02		<u>KIMBERLY BARKER, 523 E EASY ST, UTILITY REFUND</u>	11/14/2019	6.74	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	11/19		
Total 20250.02:						23.75	.00					
1998	UTILITY REFUND #8	205030.02		<u>NATHAN R COLT, 382 E WHITBECK ST, UTILITY REFUND</u>	11/15/2019	45.85	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	205030.02		<u>NATHAN R COLT, 382 E WHITBECK ST, UTILITY REFUND</u>	11/15/2019	44.36	.00	<u>21-4600_SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	205030.02		<u>NATHAN R COLT, 382 E WHITBECK ST, UTILITY REFUND</u>	11/15/2019	34.30	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	11/19		
Total 205030.02:						124.51	.00					
1998	UTILITY REFUND #8	241013.00		<u>MERLIN POINTE LLC, 220 N BAY HAVEN AVE, UTILITY REFUND</u>	11/15/2019	26.15	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	241013.00		<u>MERLIN POINTE LLC, 220 N BAY HAVEN AVE, UTILITY REFUND</u>	11/15/2019	33.95	.00	<u>21-4600_SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	241013.00		<u>MERLIN POINTE LLC, 220 N BAY HAVEN AVE, UTILITY REFUND</u>	11/15/2019	2.04	.00	<u>25-4700_PRESS IRRIGATION USER FEES</u>	0	11/19		
Total 241013.00:						62.14	.00					
1998	UTILITY REFUND #8	241014.00A		<u>MERLIN POINTE LLC, 236 N BAY HAVEN AVE, UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		

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Total 241014.00A:						59.21	.00					
1998	UTILITY REFUND #8	241033.00		<u>MERLIN POINTE LLC, 233 N SAILER AVE, UTILITY REFUND</u>	11/20/2019	37.67	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	241033.00		<u>MERLIN POINTE LLC, 233 N SAILER AVE, UTILITY REFUND</u>	11/20/2019	23.35	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	241033.00		<u>MERLIN POINTE LLC, 233 N SAILER AVE, UTILITY REFUND</u>	11/20/2019	2.28	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 241033.00:						63.30	.00					
1998	UTILITY REFUND #8	250685.02		<u>ROSS BOYD, 837 S JAKE AVE, UTILITY REFUND</u>	11/14/2019	1.54	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	250685.02		<u>ROSS BOYD, 837 S JAKE AVE, UTILITY REFUND</u>	11/14/2019	1.53	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	250685.02		<u>ROSS BOYD, 837 S JAKE AVE, UTILITY REFUND</u>	11/14/2019	1.26	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 250685.02:						4.33	.00					
1998	UTILITY REFUND #8	250730.04		<u>JACOB MAY, 1129 S JAKE AVE, UTILITY REFUND</u>	11/15/2019	56.65	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	250730.04		<u>JACOB MAY, 1129 S JAKE AVE, UTILITY REFUND</u>	11/15/2019	52.31	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	250730.04		<u>JACOB MAY, 1129 S JAKE AVE, UTILITY REFUND</u>	11/15/2019	47.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 250730.04:						156.66	.00					
1998	UTILITY REFUND #8	260300.01		<u>DAVID J BIRCH, 1778 N BISQUE AVE, UTILITY REFUND</u>	11/20/2019	27.66	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		

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1998	UTILITY REFUND #8	260300.01		<u>DAVID J BIRCH, 1778 N BISQUE AVE, UTILITY REFUND</u>	11/20/2019	28.31	.00	21-4600_SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	260300.01		<u>DAVID J BIRCH, 1778 N BISQUE AVE, UTILITY REFUND</u>	11/20/2019	21.47	.00	26-4975_SOLID WASTE USER FEES	0	11/19		
Total 260300.01:						77.44	.00					
1998	UTILITY REFUND #8	260570.01		<u>DEBORAH MARIE DEAN, 1656 N FIREBRICK DR, UTILITY REFUND</u>	11/14/2019	6.83	.00	20-4500_METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	260570.01		<u>DEBORAH MARIE DEAN, 1656 N FIREBRICK DR, UTILITY REFUND</u>	11/14/2019	7.88	.00	21-4600_SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	260570.01		<u>DEBORAH MARIE DEAN, 1656 N FIREBRICK DR, UTILITY REFUND</u>	11/14/2019	4.64	.00	26-4975_SOLID WASTE USER FEES	0	11/19		
Total 260570.01:						19.35	.00					
1998	UTILITY REFUND #8	260795.03		<u>LARIN E COX, 2245 E CALIRET ST, UTILITY REFUND</u>	11/14/2019	25.03	.00	20-4500_METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	260795.03		<u>LARIN E COX, 2245 E CALIRET ST, UTILITY REFUND</u>	11/14/2019	32.50	.00	21-4600_SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	260795.03		<u>LARIN E COX, 2245 E CALIRET ST, UTILITY REFUND</u>	11/14/2019	28.11	.00	26-4975_SOLID WASTE USER FEES	0	11/19		
1998	UTILITY REFUND #8	260795.03		<u>LARIN E COX, 2245 E CALIRET ST, UTILITY REFUND</u>	11/14/2019	4.72	.00	25-4700_PRESS. IRRIGATION USER FEES	0	11/19		
Total 260795.03:						90.36	.00					
1998	UTILITY REFUND #8	264365.02		<u>DARRYN M DISANTO, 1945 W TURQUOISE DR, UTILITY REFUND</u>	11/14/2019	3.74	.00	20-4500_METERED WATER SALES	0	11/19		

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1998	UTILITY REFUND #8	264365.02		<u>DARRYN M DISANTO, 1945 W TURQUOISE DR, UTILITY REFUND</u>	11/14/2019	3.37	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	264365.02		<u>DARRYN M DISANTO, 1945 W TURQUOISE DR, UTILITY REFUND</u>	11/14/2019	2.60	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	264365.02		<u>DARRYN M DISANTO, 1945 W TURQUOISE DR, UTILITY REFUND</u>	11/14/2019	.05	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 264365.02:						9.76	.00					
1998	UTILITY REFUND #8	264520.02		<u>MICHAEL A PAYNE, 1929 W CRENSHAW ST, UTILITY REFUND</u>	11/15/2019	81.82	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	264520.02		<u>MICHAEL A PAYNE, 1929 W CRENSHAW ST, UTILITY REFUND</u>	11/15/2019	70.43	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	264520.02		<u>MICHAEL A PAYNE, 1929 W CRENSHAW ST, UTILITY REFUND</u>	11/15/2019	54.15	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 264520.02:						206.40	.00					
1998	UTILITY REFUND #8	267036.01		<u>OPEN DOOR RENTALS LLC, 1832 N MADDRLAKE PL, UTILITY REFUND</u>	11/19/2019	36.59	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 267036.01:						36.59	.00					
1998	UTILITY REFUND #8	268321.00		<u>CBH HOMES, 1654 N BISQUE AVE, UTILITY REFUND</u>	11/19/2019	45.01	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	268321.00		<u>CBH HOMES, 1654 N BISQUE AVE, UTILITY REFUND</u>	11/19/2019	8.90	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	268321.00		<u>CBH HOMES, 1654 N BISQUE AVE, UTILITY REFUND</u>	11/19/2019	1.73	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		

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Total 268321.00:						55.64	.00					
1998	UTILITY REFUND #8	274435.02		<u>WAYNE I TAYLOR, 2721 N KELSAN AVE. UTILITY REFUND</u>	11/20/2019	2.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	274435.02		<u>WAYNE I TAYLOR, 2721 N KELSAN AVE. UTILITY REFUND</u>	11/20/2019	2.22	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	274435.02		<u>WAYNE I TAYLOR, 2721 N KELSAN AVE. UTILITY REFUND</u>	11/20/2019	1.72	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 274435.02:						6.15	.00					
1998	UTILITY REFUND #8	277123.01A		<u>CBH HOMES, 2620 N KENNETH AVE. UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 277123.01A:						59.21	.00					
1998	UTILITY REFUND #8	277131.01		<u>CBH HOMES, 2518 N TUMBLER PL. UTILITY REFUND</u>	11/19/2019	34.17	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	277131.01		<u>CBH HOMES, 2518 N TUMBLER PL. UTILITY REFUND</u>	11/19/2019	20.69	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	277131.01		<u>CBH HOMES, 2518 N TUMBLER PL. UTILITY REFUND</u>	11/19/2019	2.11	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 277131.01:						56.97	.00					
1998	UTILITY REFUND #8	277134.01		<u>CBH HOMES, 2590 N TUMBLER PL. UTILITY REFUND</u>	11/14/2019	37.83	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	277134.01		<u>CBH HOMES, 2590 N TUMBLER PL. UTILITY REFUND</u>	11/14/2019	25.30	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	277134.01		<u>CBH HOMES, 2590 N TUMBLER PL. UTILITY REFUND</u>	11/14/2019	2.13	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		

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Total 277134.01:						65.26	.00					
1998	UTILITY REFUND #8	277143.01		<u>CBH HOMES, 2641 N KENNETH AVE, UTILITY REFUND</u>	11/15/2019	68.51	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	277143.01		<u>CBH HOMES, 2641 N KENNETH AVE, UTILITY REFUND</u>	11/15/2019	48.04	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
Total 277143.01:						116.55	.00					
1998	UTILITY REFUND #8	277145.01		<u>CBH HOMES, 2597 N KENNETH AVE, UTILITY REFUND</u>	11/19/2019	37.25	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	277145.01		<u>CBH HOMES, 2597 N KENNETH AVE, UTILITY REFUND</u>	11/19/2019	22.20	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	277145.01		<u>CBH HOMES, 2597 N KENNETH AVE, UTILITY REFUND</u>	11/19/2019	2.34	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 277145.01:						61.79	.00					
1998	UTILITY REFUND #8	277409.01A		<u>CBH HOMES, 172 W SNOWY OWL ST, UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 277409.01A:						59.21	.00					
1998	UTILITY REFUND #8	277436.01		<u>CBH HOMES, 2318 N SPIKE AVE, UTILITY REFUND</u>	11/19/2019	38.35	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	277436.01		<u>CBH HOMES, 2318 N SPIKE AVE, UTILITY REFUND</u>	11/19/2019	27.62	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	277436.01		<u>CBH HOMES, 2318 N SPIKE AVE, UTILITY REFUND</u>	11/19/2019	2.23	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 277436.01:						68.20	.00					

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1998	UTILITY REFUND #8	278056.02		<u>CHERYL A MCCABE, 8889 S PINOVA AVE, UTILITY REFUND</u>	11/19/2019	35.37	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	278056.02		<u>CHERYL A MCCABE, 8889 S PINOVA AVE, UTILITY REFUND</u>	11/19/2019	29.52	.00	<u>21-4600_SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	278056.02		<u>CHERYL A MCCABE, 8889 S PINOVA AVE, UTILITY REFUND</u>	11/19/2019	22.45	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	278056.02		<u>CHERYL A MCCABE, 8889 S PINOVA AVE, UTILITY REFUND</u>	11/19/2019	.43	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 278056.02:						87.77	.00					
1998	UTILITY REFUND #8	291038.02		<u>VITALY MULYAR, 6836 S DONAWAY AVE, UTILITY REFUND</u>	11/15/2019	60.35	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	291038.02		<u>VITALY MULYAR, 6836 S DONAWAY AVE, UTILITY REFUND</u>	11/15/2019	48.05	.00	<u>21-4600_SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	291038.02		<u>VITALY MULYAR, 6836 S DONAWAY AVE, UTILITY REFUND</u>	11/15/2019	37.36	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	11/19		
Total 291038.02:						145.76	.00					
1998	UTILITY REFUND #8	291055.00		<u>CBH HOMES, 3483 W DEVOTION DR, UTILITY REFUND</u>	11/19/2019	37.11	.00	<u>20-4500_METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	291055.00		<u>CBH HOMES, 3483 W DEVOTION DR, UTILITY REFUND</u>	11/19/2019	24.03	.00	<u>21-4600_SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	291055.00		<u>CBH HOMES, 3483 W DEVOTION DR, UTILITY REFUND</u>	11/19/2019	2.16	.00	<u>25-4700_PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 291055.00:						63.30	.00					

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1998	UTILITY REFUND #8	291069.00A		<u>CBH HOMES, 6886 S MEMORY WAY, UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 291069.00A:						59.21	.00					
1998	UTILITY REFUND #8	291081.00A		<u>CBH HOMES, 6718 S ALLEGIANCE AVE, UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 291081.00A:						59.21	.00					
1998	UTILITY REFUND #8	292046.00		<u>CBH HOMES, 8664 S INARA AVE, UTILITY REFUND</u>	11/15/2019	48.83	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	292046.00		<u>CBH HOMES, 8664 S INARA AVE, UTILITY REFUND</u>	11/15/2019	18.18	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
Total 292046.00:						67.01	.00					
1998	UTILITY REFUND #8	292052.00		<u>CBH HOMES, 8633 S INARA AVE, UTILITY REFUND</u>	11/15/2019	61.48	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	292052.00		<u>CBH HOMES, 8633 S INARA AVE, UTILITY REFUND</u>	11/15/2019	28.28	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
Total 292052.00:						89.76	.00					
1998	UTILITY REFUND #8	300050.03		<u>JOHN M OSTYN, 2704 N HOSE GULCH AVE, UTILITY REFUND</u>	11/19/2019	54.35	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	300050.03		<u>JOHN M OSTYN, 2704 N HOSE GULCH AVE, UTILITY REFUND</u>	11/19/2019	31.71	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	300050.03		<u>JOHN M OSTYN, 2704 N HOSE GULCH AVE, UTILITY REFUND</u>	11/19/2019	27.19	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	300050.03		<u>JOHN M OSTYN, 2704 N HOSE GULCH AVE, UTILITY REFUND</u>	11/19/2019	.38	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		

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Total 300050.03:						113.63	.00					
1998	UTILITY REFUND #8	302207.00		<u>RIVERWOOD HOMES, 411 E FOX BAY ST, UTILITY REFUND</u>	11/14/2019	33.18	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	302207.00		<u>RIVERWOOD HOMES, 411 E FOX BAY ST, UTILITY REFUND</u>	11/14/2019	21.33	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	302207.00		<u>RIVERWOOD HOMES, 411 E FOX BAY ST, UTILITY REFUND</u>	11/14/2019	1.94	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 302207.00:						56.45	.00					
1998	UTILITY REFUND #8	302226.00A		<u>RIVERWOOD HOMES, 539 E ANDES DR, UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
Total 302226.00A:						59.21	.00					
1998	UTILITY REFUND #8	30290.01		<u>DOROTHY F PROCTOR, 158 N CEDAR AVE, UTILITY REFUND</u>	11/19/2019	1.45	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	30290.01		<u>DOROTHY F PROCTOR, 158 N CEDAR AVE, UTILITY REFUND</u>	11/19/2019	-.15	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	30290.01		<u>DOROTHY F PROCTOR, 158 N CEDAR AVE, UTILITY REFUND</u>	11/19/2019	1.91	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	30290.01		<u>DOROTHY F PROCTOR, 158 N CEDAR AVE, UTILITY REFUND</u>	11/19/2019	.04	.00	<u>25-4177 GRAVITY IRRIGATION USER FEES</u>	0	11/19		
Total 30290.01:						3.25	.00					
1998	UTILITY REFUND #8	303261.00A		<u>HUBBLE HOMES, 2359 N DESTINY AVE, UTILITY REFUND</u>	11/22/2019	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		

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Total 303261.00A:						59.21	.00					
1998	UTILITY REFUND #8	303262.00		HUBBLE HOMES, 2358 N DESTINY AVE, UTILITY REFUND	11/20/2019	34.61	.00	20-4500 METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	303262.00		HUBBLE HOMES, 2358 N DESTINY AVE, UTILITY REFUND	11/20/2019	29.88	.00	21-4600 SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	303262.00		HUBBLE HOMES, 2358 N DESTINY AVE, UTILITY REFUND	11/20/2019	4.03	.00	25-4700 PRESS. IRRIGATION USER FEES	0	11/19		
Total 303262.00:						68.52	.00					
1998	UTILITY REFUND #8	303263.00A		HUBBLE HOMES, 2343 N DESTINY AVE, UTILITY REFUND	11/22/2019	59.21	.00	20-4500 METERED WATER SALES	0	11/19		
Total 303263.00A:						59.21	.00					
1998	UTILITY REFUND #8	303266.00		HUBBLE HOMES, 2326 N DESTINY AVE, UTILITY REFUND	11/19/2019	57.46	.00	20-4500 METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	303266.00		HUBBLE HOMES, 2326 N DESTINY AVE, UTILITY REFUND	11/19/2019	20.15	.00	21-4600 SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	303266.00		HUBBLE HOMES, 2326 N DESTINY AVE, UTILITY REFUND	11/19/2019	2.71	.00	25-4700 PRESS. IRRIGATION USER FEES	0	11/19		
Total 303266.00:						80.32	.00					
1998	UTILITY REFUND #8	303270.00		HUBBLE HOMES, 1018 E BRUSH CREEK ST, UTILITY REFUND	11/19/2019	34.90	.00	20-4500 METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	303270.00		HUBBLE HOMES, 1018 E BRUSH CREEK ST, UTILITY REFUND	11/19/2019	29.11	.00	21-4600 SEWER USER FEES	0	11/19		

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				REFUND	11/15/2019	-15.82	.00	21-4600_SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	303303.00		HUBBLE HOMES, 2124 N GREENVILLE AVE, UTILITY REFUND	11/15/2019	-8.26	.00	25-4700_PRESS, IRRIGATION USER FEES	0	11/19		
Total 303303.00:						4.54	.00					
1998	UTILITY REFUND #8	310112.02		JUDY L WILSON, 9222 S COPELAND WAY, UTILITY REFUND	11/19/2019	24.31	.00	20-4500_METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	310112.02		JUDY L WILSON, 9222 S COPELAND WAY, UTILITY REFUND	11/19/2019	19.99	.00	21-4600_SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	310112.02		JUDY L WILSON, 9222 S COPELAND WAY, UTILITY REFUND	11/19/2019	15.41	.00	26-4975_SOLID WASTE USER FEES	0	11/19		
Total 310112.02:						59.71	.00					
1998	UTILITY REFUND #8	310146.02		CHRISTOPHER T SMITH, 9285 S COPELAND WAY, UTILITY REFUND	11/19/2019	1.69	.00	20-4500_METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	310146.02		CHRISTOPHER T SMITH, 9285 S COPELAND WAY, UTILITY REFUND	11/19/2019	1.20	.00	21-4600_SEWER USER FEES	0	11/19		
1998	UTILITY REFUND #8	310146.02		CHRISTOPHER T SMITH, 9285 S COPELAND WAY, UTILITY REFUND	11/19/2019	.68	.00	26-4975_SOLID WASTE USER FEES	0	11/19		
Total 310146.02:						3.57	.00					
1998	UTILITY REFUND #8	310349.02		DENNIS P AVEDISIAN, 9319 S FIDALGO AVE, UTILITY REFUND	11/14/2019	39.66	.00	20-4500_METERED WATER SALES	0	11/19		
1998	UTILITY REFUND #8	310349.02		DENNIS P AVEDISIAN, 9319 S FIDALGO AVE, UTILITY REFUND	11/14/2019	36.16	.00	21-4600_SEWER USER FEES	0	11/19		

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1998	UTILITY REFUND #8	310349.02		<u>DENNIS P AVEDISIAN, 9319 S FIDALGO AVE, UTILITY REFUND</u>	11/14/2019	27.84	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/19		
Total 310349.02:						103.66	.00					
1998	UTILITY REFUND #8	320096.00		<u>HAYDEN HOMES, 1847 E MESA FALLS ST, UTILITY REFUND</u>	11/19/2019	31.41	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	320096.00		<u>HAYDEN HOMES, 1847 E MESA FALLS ST, UTILITY REFUND</u>	11/19/2019	26.16	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	320096.00		<u>HAYDEN HOMES, 1847 E MESA FALLS ST, UTILITY REFUND</u>	11/19/2019	5.88	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 320096.00:						63.45	.00					
1998	UTILITY REFUND #8	330020.00		<u>TOLL BROS INC, 942 E BUCK DR, UTILITY REFUND</u>	11/15/2019	3.51	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	330020.00		<u>TOLL BROS INC, 942 E BUCK DR, UTILITY REFUND</u>	11/15/2019	-.58	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
Total 330020.00:						2.93	.00					
1998	UTILITY REFUND #8	330035.00		<u>TOLL BROS INC, 1917 N MEADOWFIELD AVE, UTILITY REFUND</u>	11/19/2019	14.02	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		
1998	UTILITY REFUND #8	330035.00		<u>TOLL BROS INC, 1917 N MEADOWFIELD AVE, UTILITY REFUND</u>	11/19/2019	8.38	.00	<u>21-4600 SEWER USER FEES</u>	0	11/19		
1998	UTILITY REFUND #8	330035.00		<u>TOLL BROS INC, 1917 N MEADOWFIELD AVE, UTILITY REFUND</u>	11/19/2019	.90	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	11/19		
Total 330035.00:						23.30	.00					
1998	UTILITY REFUND #8	330179.00		<u>TOLL BROS INC, 886 E BAY OWL DR, UTILITY REFUND</u>	11/14/2019	4.32	.00	<u>20-4500 METERED WATER SALES</u>	0	11/19		

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
				REFUND	11/20/2019	24.09	.00	26-4975 SOLID WASTE USER FEES	0	11/19		
Total 50406.01:						101.70	.00					
Total UTILITY REFUND #8:						3,689.32	.00					
UTILITY TRAILER SALES OF IDAHO, INC.												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	46531PB	9175	STROBE FOR TOP OF NEW WATER VAN. B. GILLOGLY, NOV. '19 - WATER	11/19/2019	308.30	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	46531PB	9175	STROBE FOR TOP OF NEW WATER VAN. B. GILLOGLY, NOV. '19 - P.I	11/19/2019	77.08	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/19		
Total 46531PB:						385.38	.00					
1641	UTILITY TRAILER SALES OF IDAHO, INC.	47519PB	9270	LIGHTS FOR TOP OF NEW WATER TRUCK F-350. B. GILLOGLY, NOV. '19	11/14/2019	338.82	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	47519PB	9270	LIGHTS FOR TOP OF NEW WATER TRUCK F-350. B. GILLOGLY, NOV. '19 - P.I	11/14/2019	84.71	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/19		
Total 47519PB:						423.53	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						808.91	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9841218843		TABLET SERVICE, 10/2-11/1/19 - ADMIN	11/01/2019	3.68	3.68	01-6255 TELEPHONE	0	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218843		TABLET SERVICE, 10/2-11/1/19 - PARKS	11/01/2019	8.09	8.09	01-6255 TELEPHONE	1004	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218843		TABLET SERVICE, 10/2-11/1/19 - BUILDING INSPECTION	11/01/2019	30.87	30.87	01-6255 TELEPHONE	1005	11/19	11/15/2019	

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1575	VERIZON WIRELESS	9841218843		<u>TABLET SERVICE, 10/2-11/1/19 - WATER</u>	11/01/2019	42.04	42.04	20-6255 <u>TELEPHONE EXPENSE</u>	0	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218843		<u>TABLET SERVICE, 10/2-11/1/19 - SEWER</u>	11/01/2019	185.86	185.86	21-6255 <u>TELEPHONE EXPENSE</u>	0	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218843		<u>TABLET SERVICE, 10/2-11/1/19 - P.I</u>	11/01/2019	11.46	11.46	25-6255 <u>TELEPHONE EXPENSE</u>	0	11/19	11/15/2019	
Total 9841218843:						282.00	282.00					
1575	VERIZON WIRELESS	9841218844		<u>IPAD SERVICE, 10/2-11/1/19 - ADMIN</u>	11/01/2019	5.01	5.01	01-6255 <u>TELEPHONE</u>	0	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218844		<u>IPAD SERVICE, 10/2-11/1/19 - PARKS</u>	11/01/2019	20.02	20.02	01-6255 <u>TELEPHONE</u>	1004	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218844		<u>IPAD SERVICE, 10/2-11/1/19 - WATER</u>	11/01/2019	6.61	6.61	20-6255 <u>TELEPHONE EXPENSE</u>	0	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218844		<u>IPAD SERVICE, 10/2-11/1/19 - SEWER</u>	11/01/2019	6.61	6.61	21-6255 <u>TELEPHONE EXPENSE</u>	0	11/19	11/15/2019	
1575	VERIZON WIRELESS	9841218844		<u>IPAD SERVICE, 10/2-11/1/19 - P.I</u>	11/01/2019	1.79	1.79	25-6255 <u>TELEPHONE EXPENSE</u>	0	11/19	11/15/2019	
Total 9841218844:						40.04	40.04					
Total VERIZON WIRELESS:						322.04	322.04					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0461314		<u>RECORDS DESTRUCTION, 10/1-31/19 - ADMIN</u>	11/01/2019	6.25	.00	01-6052 <u>CONTRACT SERVICES</u>	0	11/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0461314		<u>RECORDS DESTRUCTION, 10/1-31/19 - WATER</u>	11/01/2019	8.25	.00	20-6052 <u>CONTRACT SERVICES</u>	0	11/19		

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1633	WESTERN RECORDS DESTRUCTION, INC.	0461314		<u>RECORDS DESTRUCTION, 10/1 -31/19 - SEWER</u>	11/01/2019	8.25	.00	<u>21-6052 CONTRACT SERVICES</u>	0	11/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0461314		<u>RECORDS DESTRUCTION, 10/1 -31/19 - P.I</u>	11/01/2019	2.25	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/19		
Total 0461314:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WIZARD AUTO SPECIALTIES												
2009	WIZARD AUTO SPECIALTIES	11252019WAS		<u>ESTIMATED REPAIRS ON DAMAGED RESIDENT'S VEHICLE, 2016 CHEV SILVERADO 3500, A.BEVAN, AUTHORIZED BY B.BACHMAN, AUG.'19</u>	08/29/2019	1,502.77	.00	<u>21-6131 INSURANCE CLAIMS PAID</u>	0	11/19		
Total 11252019WAS:						1,502.77	.00					
Total WIZARD AUTO SPECIALTIES:						1,502.77	.00					
Grand Totals:						292,940.37	172,329.60					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R90-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE WATER TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$44,768.00) PURSUANT TO THE TERMS OF SAID AGREEMENT.

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

Section 1. The Water Trunk Reimbursement Agreement for Springhill Subdivision No. 1, as attached hereto as “**EXHIBIT A**”, is hereby approved pursuant to the City Potable Water Facilities Reimbursement Policy approved by Resolution No. R80-2017 on October 3, 2017.

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

Section 3. The City Treasurer is authorized to pay COREY BARTON HOMES, INC. dba CBH HOMES forty-four thousand seven hundred sixty-eight dollars and zero cents (\$44,768.00) as calculated pursuant to the terms of the reimbursement agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of December, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of December, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Springhill Subdivision No. 1 Water Trunk Project

THIS AGREEMENT made this ____ day of _____ 2019, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and COREY BARTON HOMES, INC. dba CBH HOMES, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Water System Master Plan to guide the sizing, elevation and location of water system facility extensions; and

WHEREAS, on October 3, 2017 CITY adopted Resolution Number R80-2017 outlining the Water Facilities Reimbursement Policy for Water facilities construction conforming to the Kuna Water System Master Plan; and

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

WHEREAS, DEVELOPER did construct a water system to the property known as, Springhill Subdivision No. 1, as shown on **Exhibit A**, and has requested reimbursement for certain portions of the water system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

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

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

B. Construction of Water System.

- (1) DEVELOPER did install, construct and erect the water system and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.
- (2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the water system described on **Exhibit A**.
- (3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a water system as shown on **Exhibit A** for the amounts shown in **Exhibit C**, CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to forty-four thousand seven hundred sixty-eight dollars and zero cents (\$44,768.00). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Water Facilities Reimbursement Policy attached hereto as **Exhibit B**.

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Water Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the water system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to water, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to water systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees,

guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

- I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.
- J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on **Exhibit A** attached hereto.
- K. Representations.
- (1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.
 - (2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.
 - (3) DEVELOPER, as defined above, represents that in constructing and installing the water system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.
- L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.
- M. Payments under terms of this agreement are to be made and addressed to: Corey Barton Homes, Inc. dba CBH Homes; 1977 E. Overland Rd., Meridian, ID 83642.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

COREY BARTON HOMES, INC.
dba CBH HOMES


Corey Barton
COMPANY PRESIDENT

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of October, 2019, before me, a notary public in and for said state, personally appeared COREY BARTON known to be to be the Company President of COREY BARTON HOMES, INC. dba CBH HOMES, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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



Adam Roltes
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 6-05-22

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2019, before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT A



W Lake Hazel Rd

S Cochrane Dr

3,206' - 12" WATER MAIN (ONSITE)

S Birch Creek Ave

S Jordan Creek Way

S Linder Rd

3,050' - 12" WATER MAIN (OFFSITE)

S Pear Blossom Way

S Angel Way

LEGEND

-  3,206' - 12" WATER MAIN (ONSITE)
-  3,050' - 12" WATER MAIN (OFFSITE)
-  SPRINGHILL SUBDIVISION

W Columbia Rd

MLB

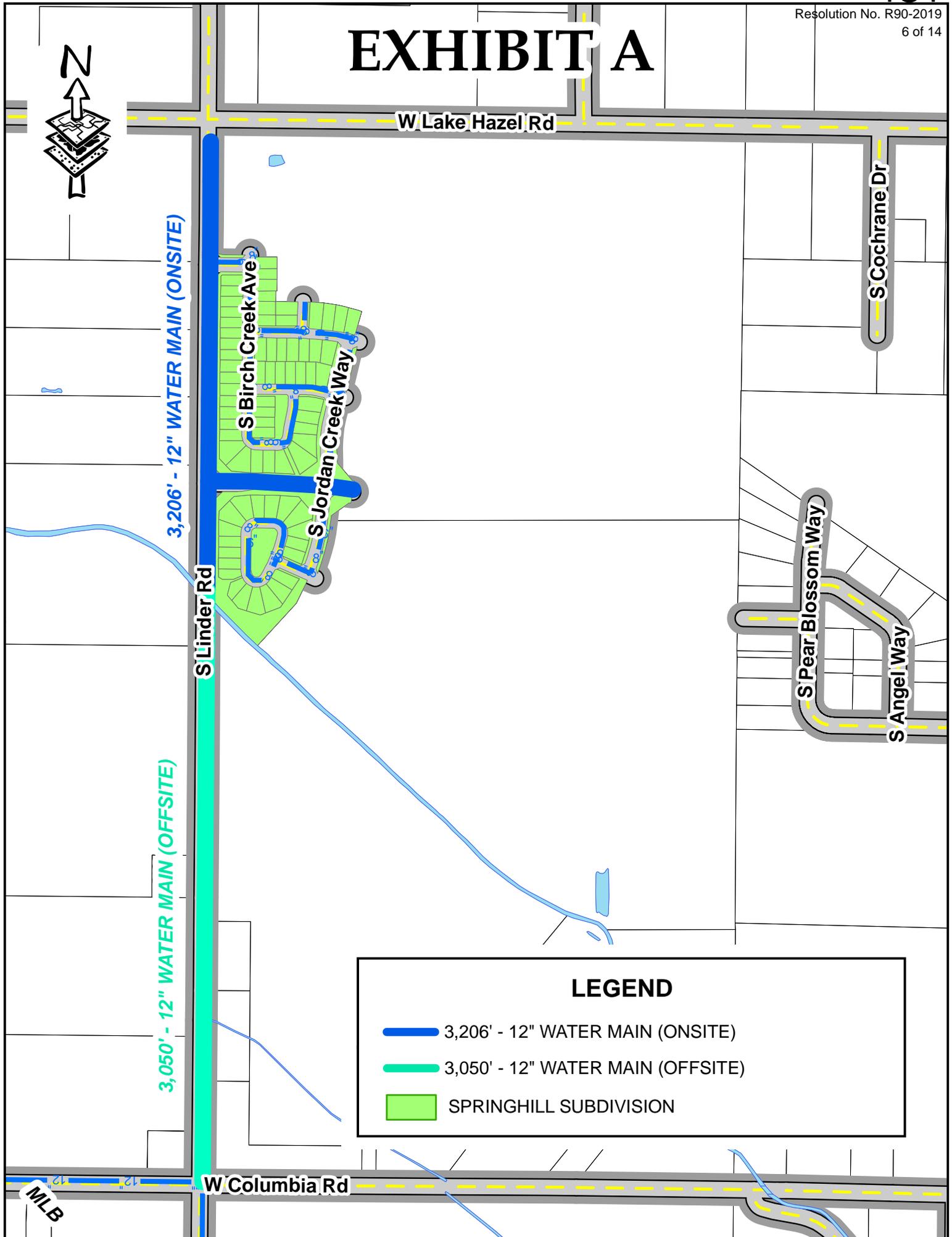


EXHIBIT - B

RESOLUTION NO. R80-2017 CITY OF KUNA, IDAHO

CITY POTABLE WATER FACILITIES REIMBURSEMENT POLICY - 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible potable water facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Water System Master Plan or at the direction of the City, constructs an extension or expansion of the existing potable water system determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the potable water facilities as described below.

City Water Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – An 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Line (Off-site) – A main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Distribution Line (On-site) - A main line not identified in the Master Plan to be part of the major distribution grid, located on-site of the Sponsoring Developer's property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.
6. Stub Line (On-site) - A main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary,

beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city potable water system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. **Payment of Connection Fees:** Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. **Master Plan Trunk Line (On-Site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. **Master Plan Trunk Line (Off-site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site, but not less than zero.
4. **Non-Master Plan Line (Off-site):** Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
5. **Distribution Line (On-site):** Construct the line with a diameter of 6 or 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".

6. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is based on pressure drop of 0.0037 psi per foot of line.
2. Nominal Diameter Needed: In terms relevant to this policy, the standard pipe diameter (6", 8", 10", 12" and larger) with sufficient transmission capacity to carry the designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand, inclusive of fire flow demands.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.
6. Trunk Line Needed: Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve each acre of the remaining connected property.
7. Trunk Line Needed-Amended: For projects also connecting to pressure irrigation and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the potable water system.

CONSTRUCTED POTABLE WATER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For potable water facilities to be considered eligible for any reimbursement from the City, the potable water facilities must meet at least one of the following conditions:

1. Off-Site Lines: A potable water main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A potable water main extension that lies within the Sponsoring Developer's property (on-site), is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Off-Site Easements: Off-site easements required for construction of the above described eligible off-site potable water facilities; or
4. Off-Site Engineering: Engineering services for off-site eligible potable water facilities up to a maximum of 7 percent (7%) of the construction cost of said potable water facilities; or
5. Supply Facilities: Any new potable water supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage tanks, booster station, SCADA controls and any other potable water supply facilities approved by the City. Potable water supply facilities will be reimbursed from the potable water Supply portion of Connection Fees using similar distribution methodology described herein; or
6. City Construction: When the City constructs extensions or replacements of potable water lines of any diameter using City funds, the City constructed potable water facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the potable water facilities in accordance with the City's potable water master plan; and
3. Receive at least three bids for the potable water construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the potable water facilities; and

5. Construct the potable water facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the potable water system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site potable water extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site potable water pipelines beyond the size of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Interest:* Interest shall accrue on the Sponsoring Developer’s remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING POTABLE WATER FACILITIES

The City will generate revenue for financing water facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Water Main Line Fee (WMLF) at or before issuance of a building permit. The amount of this WMLF will be established by City Council resolution. The City will review the WMLF amount each year and may make adjustments annually as deemed necessary to cover water main line reimbursement costs

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A reimbursement agreement entered into between the City and the sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual

payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.

3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected WMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developer’s eligible reimbursement dollar amount, only the amount of funds available each year for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect WMLF from all entities that connect to and utilize the City’s water facilities in conformance with adopted city policies. The portion of the WMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the WMLF collected for water reimbursement and, in the proportions as defined below, to each Sponsoring Developer.
7. The portion of the WMLF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer’s initial Total Eligible Reimbursement amount compared to the combined initial Total Eligible Reimbursement amounts of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the WMLF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also, reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer’s claim is satisfied with a partial payment, the dedicated portion of the WMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.



Joe L. Stear, Mayor

ATTEST:

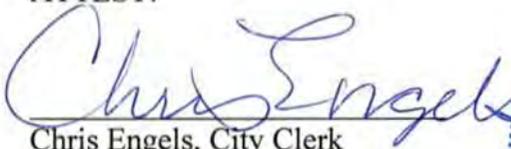

Chris Engels, City Clerk



EXHIBIT "C"
 PRESSURIZED IRRIGATION, SEWER, AND WATER COST RECOVERY SUMMARY
 SPRINGHILL 1 SUBDIVISION

OVERSIZED UTILITY	TOTAL RECOVERABLE PROJECT COST	ANNUAL PAYMENT BASED ON 4% INTEREST AND 10 ANNUAL, EQUAL PAYMENTS	TOTAL ESTIMATED INTEREST OVER LIFE OF LOAN @ 4%	TOTAL ESTIMATED COST FOR TEN YEAR DURATION
PRESSURIZED IRRIGATION	\$320,950	\$39,570	\$74,752	\$395,702
SEWER	\$898,116	\$110,730	\$209,180	\$1,107,296
WATER	\$44,768	\$5,520	\$10,427	\$55,195
TOTAL P.I. SEWER & WATER	\$1,263,835	\$155,819	\$294,359	\$1,558,194

**RESOLUTION NO. R91-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SEWER TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF EIGHT HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY-SIX CENTS (\$898,116.26) PURSUANT TO THE TERMS OF SAID AGREEMENT.

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

Section 1. The Sewer Trunk Reimbursement Agreement for Springhill Subdivision No. 1, as attached hereto as “**EXHIBIT A**”, is hereby approved pursuant to the City Sewer Facilities Reimbursement Policy approved by Resolution No. R79-2017 on October 3, 2017.

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

Section 3. The City Treasurer is authorized to pay COREY BARTON HOMES, INC. dba CBH HOMES eight hundred ninety-eight thousand one hundred sixteen dollars and twenty-six cents (\$898,116.26) as calculated pursuant to the terms of the reimbursement agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of December, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of December, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Springhill Subdivision No. 1 Sewer Trunk Project

THIS AGREEMENT made this _____ day of _____ 2019, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and COREY BARTON HOMES, INC. dba CBH HOMES, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of sewer system facility extensions; and

WHEREAS, on October 3, 2017 CITY adopted Resolution Number R79-2017 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

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

WHEREAS, DEVELOPER did construct a sewer system to the property known as, Springhill Subdivision No. 1, as shown on **Exhibit A**, and has requested reimbursement for certain portions of the sewer system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

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

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

- (1) DEVELOPER did install, construct and erect the sewer system and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.
 - (2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer system described on **Exhibit A**.
 - (3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.
- C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer system as shown on **Exhibit A** for the amounts shown in **Exhibit C**, CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to eight hundred ninety-eight thousand one hundred sixteen dollars and twenty-six cents (\$898,116.26). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as **Exhibit B**.
- D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.
- E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.
- F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.
- G. Compliance with Laws. Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.
- H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees,

guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

- I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.
- J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on **Exhibit A** attached hereto.

K. Representations.

- (1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.
- (2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.
- (3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

- L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

- M. Payments under terms of this agreement are to be made and addressed to: Corey Barton Homes, Inc. dba CBH Homes; 1977 E. Overland Rd., Meridian, ID 83642.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

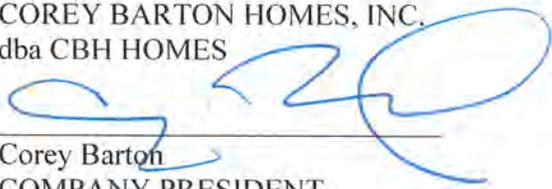
CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

COREY BARTON HOMES, INC.
dba CBH HOMES



Corey Barton
COMPANY PRESIDENT

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of October, 2019, before me, a notary public in and for said state, personally appeared COREY BARTON known to be to be the Company President of COREY BARTON HOMES, INC. dba CBH HOMES and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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



Adam K Jones

Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 6-05-22

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2019, before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT A



4590' - 12"
SEWER MAIN (OFFSITE)

W Lake Hazel Rd

S Durrant Ln

2,358' - 10" FORCEMAIN

S Linder Rd

S Birch Creek Ave

S Jordan Creek Way

S Ten Mile Rd

371' - 27"
SEWER MAIN (ONSITE)

MLB

LEGEND

-  2,358' - 10" FORCEMAIN
-  4590' - 12" SEWER MAIN (OFFSITE)
-  371' - 27" SEWER MAIN (ONSITE)
-  SPRINGHILL SUBDIVISION

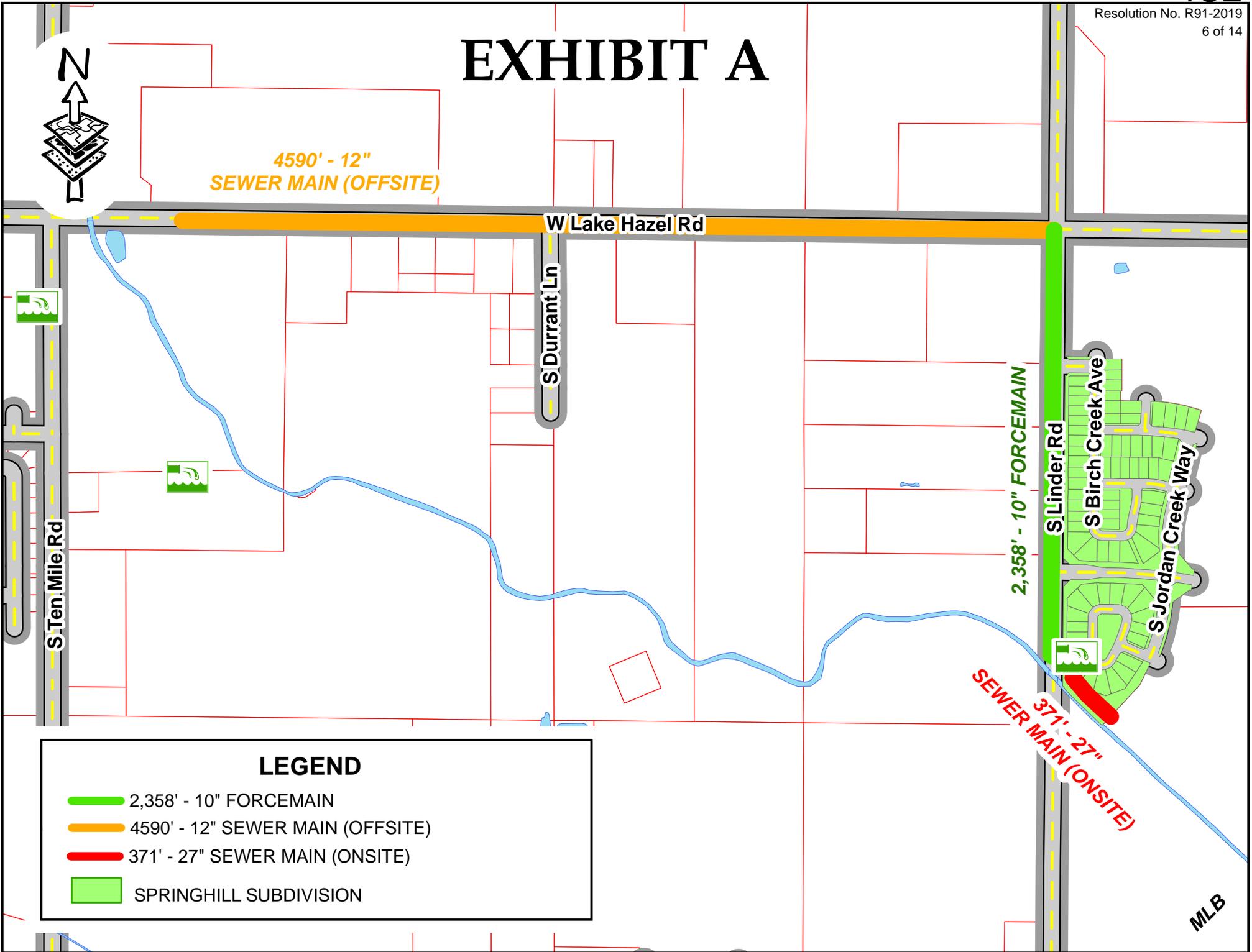


EXHIBIT - B

RESOLUTION NO. R79-2017 CITY OF KUNA, IDAHO

CITY SEWER FACILITIES REIMBURSEMENT POLICY – 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer's property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer's property.
5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.

6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer's property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer's property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer's "reasonable duty" for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer's "reasonable duty" for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.
4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.

5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.
5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.

7. **Property in the Vicinity:** Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered “in the vicinity”. In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. **Very Large Interceptor Lines:** Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A sewer collection main extension that lies off-site of the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
2. **On-Site Lines:** A sewer collection main extension that lies within the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
3. **Deep On-Site Lines:** A sewer collection main extension located within the Sponsoring Developer’s property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer’s project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer’s property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer’s property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or
4. **Large On-Site Lines:** A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer’s property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. **Lift Stations:** Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer’s property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. **Off-Site Easements:** Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or

7. **Off-Site Engineering:** Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. **City Construction:** When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond

the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.

4. *Interest:* Interest shall accrue on the Sponsoring Developer’s remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth

(10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.

- 6. The City will collect SIF from all entities that connect to and utilize the City’s sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
- 7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer’s initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

- 8. If in any year a Sponsoring Developer’s claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



EXHIBIT "C"
 PRESSURIZED IRRIGATION, SEWER, AND WATER COST RECOVERY SUMMARY
 SPRINGHILL 1 SUBDIVISION

OVERSIZED UTILITY	TOTAL RECOVERABLE PROJECT COST	ANNUAL PAYMENT BASED ON 4% INTEREST AND 10 ANNUAL, EQUAL PAYMENTS	TOTAL ESTIMATED INTEREST OVER LIFE OF LOAN @ 4%	TOTAL ESTIMATED COST FOR TEN YEAR DURATION
PRESSURIZED IRRIGATION	\$320,950	\$39,570	\$74,752	\$395,702
SEWER	\$898,116	\$110,730	\$209,180	\$1,107,296
WATER	\$44,768	\$5,520	\$10,427	\$55,195
TOTAL P.I. SEWER & WATER	\$1,263,835	\$155,819	\$294,359	\$1,558,194

**RESOLUTION NO. R92-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PRESSURIZED IRRIGATION TRUNK REIMBURSEMENT AGREEMENT FOR SPRINGHILL SUBDIVISION NO. 1; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY COREY BARTON HOMES, INC. dba CBH HOMES THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$320,950.00) PURSUANT TO THE TERMS OF SAID AGREEMENT.

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

Section 1. The Water Trunk Reimbursement Agreement for Springhill Subdivision No. 1, as attached hereto as “**EXHIBIT A**”, is hereby approved pursuant to the Pressure Irrigation Facilities Reimbursement Policy approved by Resolution No. R78-2017 on October 3, 2017.

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

Section 3. The City Treasurer is authorized to pay COREY BARTON HOMES, INC. dba CBH HOMES three hundred twenty thousand nine hundred fifty dollars and zero cents (\$320,950.00) as calculated pursuant to the terms of the reimbursement agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of December, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of December, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Springhill Subdivision No. 1 Pressurized Irrigation

THIS AGREEMENT made this ____ day of _____ 2019, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and COREY BARTON HOMES, INC. dba CBH HOMES hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressurized Irrigation System Master Plan to guide the sizing, elevation and location of its municipal Pressurized Irrigation system facility additions and extensions; and

WHEREAS, on October 3, 2017 City adopted Resolution Number R78-2017 outlining the Pressurized Irrigation Facilities Reimbursement Policy for Pressurized Irrigation facilities construction conforming to the Kuna Pressurized Irrigation System Master plan; and

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

WHEREAS, DEVELOPER did construct a pressurized irrigation system to the property known as Springhill Subdivision No. 1, as shown on **Exhibit A**, and has requested reimbursement for certain portions of the pressurized irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

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

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

B. Construction of Regional Pressurized Irrigation System.

- (1) DEVELOPER did install, construct and erect the Pressurized Irrigation system and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.
- (2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the Pressurized Irrigation system described on **Exhibit A**.
- (3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills that the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a Pressurized Irrigation system as shown on **Exhibit A** for the amounts shown in **Exhibit C**, CITY shall reimburse to DEVELOPER three hundred twenty thousand nine hundred fifty dollars and zero cents (\$320,950.00). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressurized Irrigation Facilities Reimbursement Policy attached hereto as **Exhibit B**.

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressurized Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the Pressurized Irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined herein, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to Pressurized Irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to Pressurized Irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred

by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

- I. No assignment. Developer shall not assign any portion of this agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of city, which consent shall not be unreasonably withheld.
- J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on **Exhibit A** attached hereto.
- K. Representations.
- (1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.
 - (2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H.
 - (3) DEVELOPER, as defined above, represents that in constructing and installing the Pressurized Irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.
- L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.
- M. Payment under terms of this agreement is to be made and addressed to: Corey Barton Homes, Inc. dba CBH Homes; 1977 E. Overland Rd., Meridian, ID 83642.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

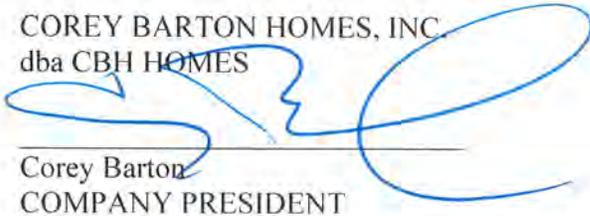
CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

COREY BARTON HOMES, INC.
dba CBH HOMES



Corey Barton
COMPANY PRESIDENT

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of October, 2019, before me, a notary public in and for said state, personally appeared COREY BARTON known to be to be the Company President of COREY BARTON HOMES, INC. dba CBH HOMES, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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



Adair Koltjes

Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 6-05-22

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2019, before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons

whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

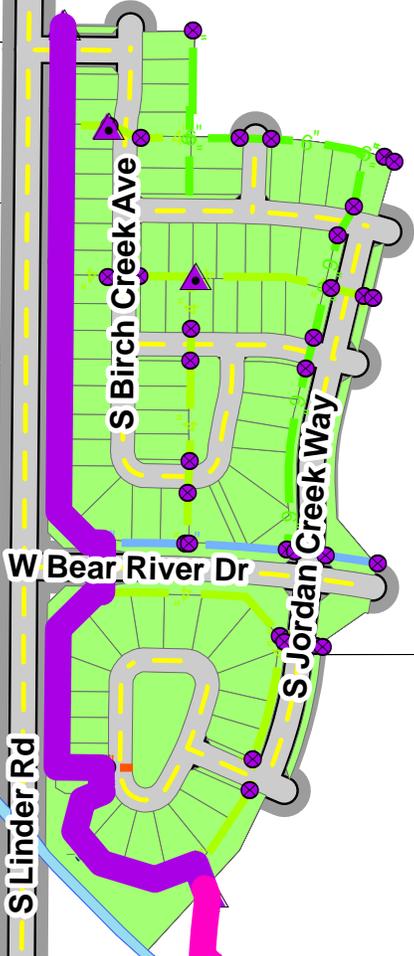
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT A



2,282' - 12" PRESS IRRIG (ONSITE)



S Linder Rd

2,165' - 12" PRESS IRRIG (OFFSITE)

LEGEND

-  2,282' - 12" PRESS IRRIG (ONSITE)
-  2,165' - 12" PRESS IRRIG (OFFSITE)
-  SPRINGHILL SUBDIVISION

MLB

EXHIBIT - B

RESOLUTION NO. R78-2017 CITY OF KUNA, IDAHO

PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY – 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible pressure irrigation facilities that exceed the Sponsoring Developer's pressure irrigation facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Pressure Irrigation System Master Plan or at the direction of the City, constructs an extension of the existing Pressure Irrigation system or constructs oversized pressure irrigation facilities determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the pressure irrigation facilities as described below.

City Pressure Irrigation Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Looping Line (On-site) – A pressure irrigation main line required in City Standards, and with the diameter specified in said standards, whose purpose is to preserve circulation capability to serve Sponsoring Developer's property and adjacent properties, and located on-site but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Non-Master Plan Line (Off-site) – A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.

6. **Distribution Line (On-site)** - A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not a looping line, located on-site of the Sponsoring Developer's property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.
7. **Stub Line (On-site)** - A pressure irrigation main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line, looping line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. **Payment of Connection Fees:** Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. **Master Plan Trunk Line (On-Site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. **Master Plan Trunk Line (Off-site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site but not less than zero.
4. **Looping Line (On-site):** Construct the diameter specified in the City Standards, or the nominal diameter needed in reference to twice the Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City

directs that a looping line be replaced with a trunk line, it will be treated as an on-site Master Plan Trunk Line for reimbursement purposes.

5. Non-Master Plan Line (Off-site): Construct the line with a diameter of 4 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
6. Distribution Line (On-site): Construct the line with a diameter of 3 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
7. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline based on pressure drop of 0.0037 psi per foot of line length.
2. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (3", 4", 6", 8", 10" and 12") with sufficient transmission capacity to carry the Sponsoring Developer's designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand referred to in City Standards. The Peak Hour Demand per typical lot is 15 gpm for a 3-inch main but decreases to 7.5 gpm/typical lot for a 12-inch main. In no case may a main line diameter be less than 3 inches, regardless of computed demand. A typical residential lot is 10,000 SF of total area or less. A typical commercial lot is 7,000 SF of landscaped area or less.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

6. **Trunk Line Needed:** Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties; and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve the gross acreage of Sponsoring Developer's project.
7. **Trunk Line Needed-Amended:** For projects also connecting to potable water and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the pressure irrigation system.

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

For pressure irrigation facilities to be considered eligible for any reimbursement from the City, the pressure irrigation facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A pressure irrigation main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **On-Site Lines:** A pressure irrigation main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site pressure irrigation facilities may also be eligible for reimbursement; or
4. **Off-Site Engineering:** Engineering services for off-site eligible pressure irrigation facilities up to a maximum of 7 percent (7%) of the construction cost of said pressure irrigation facilities; or
5. **Supply Facilities:** Any new irrigation supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage ponds, booster station, SCADA controls and any other irrigation supply facilities approved by the City. Irrigation supply facilities will be reimbursed from the Irrigation Supply portion of Connection Fees using similar distribution methodology described herein; or
6. **City Construction:** When the City constructs extensions or replacements of pressure irrigation lines of any diameter using City funds, the City constructed pressure irrigation facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the pressure irrigation facilities in accordance with the City's pressure irrigation master plan; and
3. Receive at least three bids for the pressure irrigation system construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the pressure irrigation facilities; and
5. Construct the pressure irrigation facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the pressure irrigation system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Pressure Irrigation Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Pressure Irrigation Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Interest:* Interest shall accrue on the Sponsoring Developer's remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING PRESSURE IRRIGATION FACILITIES

The City will generate revenue for financing Pressure Irrigation main pipeline facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Pressure Irrigation Main Line Fee (PIMLF), also known as Trunk Line Connection Fee, at time of connection or upon issuance of a building permit. The amount of this PIMLF will be established by City Council resolution. The City will review the PIMLF amount each year and may make adjustments annually as deemed necessary to cover pressure irrigation main line reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected PIMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers Eligible Reimbursement amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect the PIMLF from all entities that connect to and utilize the City's Pressure Irrigation facilities in conformance with adopted City policies. The portion of the PIMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis but limited to the amount of the

PIMLF collected for pressure irrigation reimbursement and, in the proportions as defined below to each Sponsoring Developer.

- 7. The portion of the PIMLF dedicated for reimbursement that is collected annually from Pressure Irrigation connections will be reimbursed and distributed to Sponsoring Developers annually, based on the percent each Sponsoring Developer’s initial Eligible Reimbursement amount is to the summed Total Eligible Reimbursement amount of all eligible Sponsoring Developers for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

- 8. If in any year a Sponsoring Developer’s claim is satisfied with a partial payment, the dedicated portion of the PIMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



EXHIBIT "C"
 PRESSURIZED IRRIGATION, SEWER, AND WATER COST RECOVERY SUMMARY
 SPRINGHILL 1 SUBDIVISION

OVERSIZED UTILITY	TOTAL RECOVERABLE PROJECT COST	ANNUAL PAYMENT BASED ON 4% INTEREST AND 10 ANNUAL, EQUAL PAYMENTS	TOTAL ESTIMATED INTEREST OVER LIFE OF LOAN @ 4%	TOTAL ESTIMATED COST FOR TEN YEAR DURATION
PRESSURIZED IRRIGATION	\$320,950	\$39,570	\$74,752	\$395,702
SEWER	\$898,116	\$110,730	\$209,180	\$1,107,296
WATER	\$44,768	\$5,520	\$10,427	\$55,195
 TOTAL P.I. SEWER & WATER	 \$1,263,835	 \$155,819	 \$294,359	 \$1,558,194

**RESOLUTION NO. R93-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO, APPROVING AND ADOPTING THE REVISED CITY OF KUNA PERSONNEL POLICY MANUAL:

- **UPDATING TERMINOLOGY AND POSITION TITLES; AND**
- **REASSIGNING DUTIES TO THE HUMAN RESOURCES DIRECTOR; AND**
- **UPDATING SECTION 6.12 REGARDING INTERNET ACCESS TO SOCIAL MEDIA WEBSITES TO BE ALL INCLUSIVE; AND**
- **UPDATING SECTION 7.2.4 TO INCLUDE POST ACCIDENT DRUG AND ALCOHOL TESTING; AND**
- **REVISING SECTION 7.4.2 EXPENSE REIMBURSEMENTS TO NO LONGER REFERENCE A SPECIFIC YEAR; AND**
- **REVISING SECTION 10.1.1 TO REMOVE SECTION B REGARDING A DEDICATED CITY ATTORNEY AND REMOVE THE TITLE OF FACILITIES DIRECTOR AND INCLUDE AND ECONOMIC DEVELOPMENT DIRECTOR; AND**
- **REVISING SECTION 12.3 TO REMOVE THE SECTION REGARDING VACATION LEAVE BANK; AND**
- **REVISING SECTION 12.17 BEREAVEMENT LEAVE TO INCLUDE IN LAWS AND STEP CHILDREN; AND**
- **REVISING SECTION 12.14 TO INCLUDE DISCIPLINARY ACTION FOR REFUSAL TO WEAR SAFETY EQUIPMENT; AND**
- **REVISING CHAPTER 13 REGARDING EMPLOYEE PERFORMANCE AND DISCIPLINE AT THE ADVISEMENT OF ICRMP; AND**
- **REVISING CHAPTER 14 REGARDING WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION AT THE ADVISEMENT OF ICRMP; AND**
- **DIRECTING THE HUMAN RESOURCES DIRECTOR; AND**
- **PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kuna changed the Human Resources Manager position to a Director and supervisors are called Directors; and

WHEREAS, the City of Kuna no longer employs a dedicated City Attorney and contracts attorney services; and

WHEREAS, outdated policies required revision.

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

Section 1. The revised City of Kuna, Idaho Personnel Policy Manual, attached hereto as **Exhibit A**, is hereby approved and adopted.

Section 2. The Human Resources Director shall distribute copies of the revised Personnel Policy Manual to City of Kuna Employees.

Section 3. This resolution shall be effective as of the date of adoption.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of December, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of December, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

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CITY OF KUNA, IDAHO PERSONNEL POLICY

This Personnel Policy for the city of Kuna (City) is intended to foster a safe, efficient and cooperative working environment, establish the responsibilities, set the level of performance expected of all employees, and explain the benefits provided to its employees covered by this Policy.

The policies and benefits outlined in this policy are subject to change at any time, without prior notice to and without the requirement for the consent of its employees. Changes may be made at the sole discretion of the City Council acting in the best interest of the City.

All employees of the City are at-will and are employed at the discretion of the Mayor and City Council and have no right to continued employment, or employment benefits upon termination of employment, except as may be agreed to in writing and expressly approved by the City Council.

This Personnel Policy does not establish or set the duration of employment or limit the reasons for which an employee may be discharged. All provisions of this Policy will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the City Council can alter the at-will nature of employment by the City, notwithstanding anything said by a department Director ~~–elected or elected~~ official ~~or supervisor~~.

Department Directors may create written rules and regulations that are more specific to his/her department's operations, which shall be incorporated herein. All such rules and regulations shall be reviewed by the Human Resource ~~Manager-Director~~ and adopted by the City Council.

CHAPTER 1. GENERAL POLICIES

Section 1.1 THE ORGANIZATION IN WHICH YOU WORK

- 1.1.1 The city of Kuna is a political subdivision of the state of Idaho. The Kuna City Council serves as the governing body of the City, carrying out local legislative duties and fulfilling other obligations as provided by law. The City Council has primary authority to establish terms and conditions of employment with the City.
- 1.1.2 Each employee should recognize that although he/she may serve as an employee supervised by the Mayor or department Director, he/she remains an employee of the City, and not of the official who supervises his/her work. The terms and conditions set forth in this policy, and in the resolutions and policy statements that support it, cannot be superseded by any other official's pledge or promise, without the express action of the City Council. That is particularly true for terms or conditions that would establish a current or future financial obligation for the City.

Section 1.2 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

All hiring and selection of employees, and all employment decisions, including classification, transfer, discipline and discharge, shall be made without regard to race, religion, sex, age, national origin, or non-job-related disability. No job or class of jobs will be closed to any individual except where a mental or physical attribute, sex or age is a bona fide occupational qualification. All objections to hiring or other employment decisions or practices will be brought to the attention of the Mayor or department Director ~~or supervisor~~, or in the case of objection to actions undertaken by that person, to ~~the city attorney or the~~ Human Resource ~~Manager~~ Director.

Section 1.3 VETERAN'S PREFERENCE AND RIGHTS

- 1.3.1 The City will accord a preference to U.S. Armed Services veterans, or certain members of his/her family, in accordance with provisions of Idaho Code, Title 65, Chapter 5. In the event of equal qualifications for an available position, a veteran or family member who qualifies for the preference will be employed.
- 1.3.2 Any qualified veteran who has been restored to his/her position in accordance with Idaho Code § 65-508 will not be discharged from such position without cause for a period of one (1) year after such restoration. During this one-year period, a returning veteran will be entitled to an opportunity to be heard prior to termination. Such returning veteran will also be considered as having been on an unpaid leave of absence during his/her period of military duty. He/she will be restored to his/her position without loss of seniority, status or pay.

Section 1.4 NEPOTISM/HIRING OF RELATIVES

No person will be employed by the City when the employment would result in a violation of Idaho Code, including but not limited to Idaho Code § 74-401 et seq. (as amended), and Idaho Code §18-1359. Any such employment made in violation of this section shall be void. The appointment or employment of the following persons is prohibited:

- A. No person related to the Mayor or a City Council member by blood or marriage within the second degree, as shown on the standard Table of Consanguinity, will be hired or appointed to any compensated office, position, employment or duty.
- B. No employee or elected official will appoint or hire, or vote for the appointment or hiring of any person related to him/her by blood or marriage within the second degree, as shown on the Table of Consanguinity, to any compensated office, position, employment or duty. This means no one related within the second degree to anyone involved in any way in the hiring process can be hired and/or that no one related to an applicant within the second degree can take part in the hiring process.
- C. No person related by blood or marriage within the second degree, as shown on the standard Table of Consanguinity, will be hired, appointed or supervised by the related employee.
- D. An employee whose relative is subsequently elected may be eligible to retain his/her position and pay increases as allowed by relevant provisions of Idaho law, including Idaho Code § 18-1359(5).

Section 1.5 PREFERENCE FOR HIRING FROM WITHIN

- 1.5.1 Qualified employees may be given preference over outside applicants to fill job vacancies or for a newly created position approved and funded by City Council.
- 1.5.2 If the open position is limited to posting within the City (internal), all employees applying shall be required to submit the approved City employment application package and go through the formal interview process, as provided for in Chapter 2.
- 1.5.3 If the City does not offer the position to an employee, or the City determines that it desires to interview external candidates, the City may proceed to post and advertise the open position as the department Director ~~or supervisor~~ determines to be appropriate.

CHAPTER 2. EMPLOYMENT START-UP

Section 2.1 EMPLOYMENT

Natural born or legalized citizens of the United States are afforded equal employment opportunity with the City. Non-citizens must meet Federal and State employment eligibility requirements prior to being hired as an employee of the City.

Section 2.2 APPLICATION

All candidates for any position of employment with the City shall complete the City approved application package provided by the City.

Section 2.3 SELECTION PROCESS

- 2.3.1 The department Director shall appoint a team of employees, consisting of not less than three (3) employees including the department Director or Mayor if required. The team shall evaluate the candidate(s) for employment based upon pre-determined written criteria prepared by the department Director. If the opening is for a department Director position, the Mayor shall sit on the selection team.
- 2.3.2 The selection process may consist of an evaluation of the candidate(s) through personal interviews, performance, work samples, physical agility tests, written tests, references, medical examinations, or any combination thereof and in no way shall be affected or influenced by race, color, religion, disability, national origin, age, gender, sexual orientation, veteran or current military status.
- 2.3.3 Selection techniques shall be impartial and shall relate to those areas that will adequately and fairly indicate the ability and quality of the candidate(s) under consideration to execute the duties and responsibilities of the position to which they seek to be appointed.
- 2.3.4 Upon completion of the selection process, if the position is for department Director, the recommendation for appointment shall be made to the City Council by the Mayor. All other candidates for City employment shall be decided by the selection team based upon the selection criteria and other relevant considerations. All such appointments will become effective after all necessary documents have been signed by the appropriate City officials and the new employee.
- 2.3.5 All new employees shall be required to submit to and successfully pass an F.B.I. criminal background check and a drug test in compliance with the City's policy on Criminal Background Checks, as adopted, and arranged through the Human Resource ~~Manager-Director~~ prior to commencement of employment.

Section 2.4 INELIGIBILITY OR DISQUALIFICATION

The City shall withdraw a candidate from consideration whose appointment or hire is deemed to be contrary to the best interests of the City. Reasons for disqualification may include, but shall not be limited to the following:

- A. Failure to meet any of the requirements established for the examination or position for which he/she applies including failure to meet deadlines of the application process.
- B. Addiction to the use of drugs, alcohol or controlled substance.
- C. Failure to successfully pass a criminal background check in compliance with the City's Criminal Background Check Policy, as adopted. Said policy shall prohibit the employment of any person convicted of any felony, or convicted of a misdemeanor where an element of the crime involves deception, fraud, violence, threats of violence or behavior that is dishonest or immoral.
- D. Dismissal from any prior position for any cause which would be cause for dismissal by the City.
- E. Resignation from any position to avoid dismissal.
- F. Deception or fraud in content of the application.
- G. Request by the applicant to be withdrawn from consideration.
- H. Disqualification or unsuitability for employment as specified in any City or applicable department rule or regulation.

Section 2.5 CONTINUED EMPLOYMENT/ANNUAL EVALUATION

An employee's continued employment with the City shall be subject to satisfactory work performance, necessity for the position and the availability of funds. Each employee shall have his/her performance evaluated annually by written evaluation prepared by his/her ~~and reviewed by the~~ department Director, or at a more frequent interval as deemed necessary by the department Director. The evaluation shall be reviewed with the employee, signed by the employee, and placed in the employee's personnel file.

Section 2.6 EMPLOYMENT FORMS TO BE COMPLETED

The following forms must be completed before an employee begins work for the City, including part-time, seasonal, full-time and appointed positions:

- A. Official City of Kuna Employment Application form.
- B. Idaho State Police criminal background check form.
- C. Pre-employment, post-offer drug testing form.
- D. Insurance forms (if coverage is available to and selected by the employee).
- E. Immigration form (I-9).

- F. Withholding Form (W-4).
- G. Any other benefit forms necessary for employee information.

CHAPTER 3. EMPLOYEE PERSONNEL FILES

Section 3.1 PERSONNEL RECORDS

All employee personnel files, including all documents related to an employee's performance shall be kept in the Human Resource ~~Manager's Director's office, or City Treasurer's office.~~ No employee performance documents may be kept in a separate file or by a department Director. The personnel files shall be located in a locking file cabinet that is locked at all times. The personnel files will contain records and documents related to employee performance, employee status, and other relevant materials related to the employee's service with the City. The employee's ~~supervisor~~Director, elected officials or the employee himself/herself may contribute materials to the personnel files deemed relevant to the employee's performance. All employee health insurance and medical information shall be kept in a separate file system, which shall be locked and stored in compliance with HIPAA, as may be amended.

Section 3.2 ACCESS TO PERSONNEL FILES

Only the employee's ~~supervisor(s), Director,~~ the Human Resource ~~Manager~~Director, ~~the City Treasurer~~ or his/her designee, the Mayor, the City Council when acting as a body in the course of its official business, attorneys for the City, and the employee are authorized to view materials in a personnel file. Access by other persons to such files will be allowed only with authorization of the supervising official after consultation with legal counsel for the City. Information regarding personnel matters will only be provided to outside parties with a release from the employee, when deemed necessary by legal counsel for the City, or pursuant to a Court order or a proper subpoena. The City reserves the right to disclose the contents of personnel files to outside state or federal agencies, its insurance carrier or its carrier's agents for risk management purposes, or when necessary to defend itself against allegations of unlawful conduct. Copies of materials in an employee's personnel file are available to that employee without charge, subject to exceptions provided by statutes.

Section 3.3 MANAGEMENT OF INFORMATION IN PERSONNEL FILES

Each employee will be provided an opportunity to contest the contents of his/her personnel file at any time, by filing a written objection and explanation that will be included in the file along with the objectionable material. In the sole judgment of the ~~supervising official~~ Human Resource Director, after consultation with legal counsel for the City, any offending material may be removed upon a finding by the City that it is false or unfairly misleading. In general, there is a presumption that materials are to remain in personnel files accompanied by the employee's written objection and explanation to provide a complete employment history. Any such approved removal of information will be documented in writing and maintained in the employee's personnel file.

CHAPTER 4. RULES OF EMPLOYEE CONDUCT

Section 4.1 RULES OF CONDUCT

A violation of any of the rules set forth below will be grounds for disciplinary action including possible dismissal from employment. This list is illustrative and not all-inclusive; other behaviors and acts of misconduct not specifically set out below may be grounds for disciplinary action as well. Nothing contained herein is intended to change the at-will nature of the employee's employment with the City or limit the reasons for which the employee may be disciplined, including termination of the employment.

Section 4.2 PERSONAL CONDUCT

Each employee is expected to conduct himself/herself in a manner that is beneficial and productive and that does not reflect adversely upon the City. Public employees are subject to additional public scrutiny in his/her public and personal lives because the public's business requires the utmost integrity and care. Each employee is expected to scrupulously avoid personal behaviors that would bring unfavorable public impressions upon the City and its officials. In order to accomplish this, each employee must:

- A. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity. **THIS IS THE FIRST PRIORITY FOR ALL EMPLOYEES.**
- B. Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of Vacation, Compensatory Time and Sick Leave.
- C. Comply with dress standards established in the office/department for which the employee works. In the absence of any office/departmental dress standards, clothing will be appropriate for the functions performed and will present a suitable appearance to the public.
- D. Not engage in criminal conduct of any kind while on or off duty. Employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official. An employee who is charged with any felony or serious misdemeanor, including any charge of violence and/or the charge of driving under the influence shall report the criminal charges to his/her supervisor-Director and the Human Resource Manager-Director as soon as practicable, but not later than three (3) days, excluding holidays, after the charges.
- E. Not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair (excluding physical activities) the employee's ability to perform the job for which the employee is hired.

- F. Not use any City equipment for personal use unless specifically permitted in this Personnel Manual.
- G. Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
- H. Not engage in conduct that violates the laws of the state of Idaho, including but not limited to Idaho Code §18-1356 (accepting gifts that exceed a value of \$50.00), Idaho Code §74-401 et seq. (Ethics in Government Act), Idaho Code §74-501 (Prohibitions Against Contracts) and Idaho Code §18-1359 (Using Public Position for Personal Gain).
- I. Not accept gifts or gratuities in any personal or professional capacity that could create the impression that the giver was seeking favor from the employee or official in violation of Idaho Code § 18-1356 and Idaho Code § 18-1357.
- J. Not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the Mayor, City Council or the office/department for whom he/she works.
- K. Give his/her best efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the Mayor and City Council and elected officials and displaying an attitude of cooperation and constructive participation.
- L. Be subject to the administrative authority of the officials who supervise the department where the employee works.
- M. Abide by all office/departmental rules whether written or oral. No employee will be required to follow the directive of a ~~Director supervisor~~ that violates the City, state or federal law.
- N. Perform such obligations as are necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
- O. All employees shall be attentive to his/her duties and assignments while on the clock for the City.
- P. Not engage in malicious gossip, spread rumors, engage in behavior designed to create discord and lack of harmony, willfully interfere with another employee's work output or encourage others to do the same.
- Q. Not unlawfully harass a fellow employee or member of the public, as outlined in the section entitled City's Workplace Discrimination, Harassment and Retaliation Policy.
- R. Not discriminate in the treatment of fellow employees or members of the public on the basis of race, religion, gender, age, disability or national origin.
- S. Not engage in abusive conduct to fellow employees or the public, or use abusive language in the presence of fellow employees or the public. Abusive language includes profanity and loud, threatening or harassing speech.

- T. Follow all rules for care and use of public property to assure that the public investment in such property is protected and that the safety of the public and other workers is maintained.
- U. Not use any substances, lawful or unlawful, that will impair the employee's ability to competently perform his/her work or threaten the safety and well-being of other workers or the public. Should the employee be prescribed a lawful substance that may impair the employee's ability to safely do his/her job, the employee is required to provide a physician's note explaining the possible effects of the medication on the employee's ability to do his/her job and the length of the time that the employee will be required to take the medication. The employee may be required to take leave while taking the medication.
- V. Follow the rules regarding the reporting of work hours and comply with the City's procedures for approval of time-keeping records, including any electronic time-keeping program.
- W. Follow rules and schedules for breaks and lunch periods, as established by the City.
- X. Report all accidents that occur or are observed on the job, or are on or involve City property as soon as possible or within twenty-four (24) hours, whichever is sooner, and cooperate as requested in the reconstruction of any such accident.
- Y. Follow all workplace safety rules whether established formally by the office/department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
- Z. Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her ~~immediate supervisor~~ Director and notify his/her ~~supervisor~~ Director if his/her driving abilities are impaired.
- AA. Not serve on any board or commission that regulates or otherwise affects the official duties or personal interests of the employee in a way that could create disadvantage for other members of the public or advantage for the employee.
- BB. Not have non-City employment that conflicts with duties performed for the City in any meaningful way.
- CC. Not release any public record, including personnel records, without the express authority of the public official responsible for custody of the record, after consulting with legal counsel for the City or without an order from a court or public agency of competent jurisdiction.
- DD. Maintain the confidential nature of records that are not open to public scrutiny in accordance with the direction of the responsible official.
- EE. Not use work time for personal business, including the selling of goods or services to the general public.

- FF. Adhere to any code of ethics in his/her profession.
- GG. Not engage in political activities while on duty.
- HH. Not provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
- II. Not destroy, alter, falsify or steal the whole or any part of a police report or any record kept as part of the official governmental records of the City (Idaho Code §§ 18-3201 and 18-3202).
- JJ. Not use phones or computers in the workplace in a manner that violates policy or that disrupts workplace activities.
- KK. Not abuse employee benefit offerings by taking unjustified Sick Leave, unearned vacation, participating in a scheme designed to create incorrect personnel records or to claim benefits that are not deserved in accordance with City policy.
- LL. Not violate rules concerning absence from the workplace without proper authorization.
- MM. Not engage in prolonged visits with co-workers, children, friends or family members that interfere with work in the office/department in which the employee serves.
- NN. Not use work time or public premises to promote religious beliefs to members of the public or fellow employees.

Section 4.3 SMOKING, TOBACCO USE AND E-CIGS PROHIBITED

- 4.3.1 All City facilities, City owned vehicles and City equipment are hereby designated to be tobacco free; no person will smoke tobacco or any other substance or use smokeless tobacco or any vaporizing substances, such as e-cigs while in a City facility (City Hall or the City Wastewater Treatment Plant) or a City vehicle or other City equipment.
- 4.3.2 Smoking of any kind, including pipes, cigars, and cigarettes, e-cigs, and the use of chewing tobacco is prohibited for employees while on duty. Employees eighteen (18) years of age and over are allowed to smoke only during his/her assigned breaks and lunch, and only in areas designated for that purpose. If the employee is out in the field, the employee may only smoke while on an assigned break and at a location where smoking is permitted. In all circumstances, the employee shall use common sense in determining where it is appropriate to smoke taking into consideration the public perception and the reflection and appearance upon the City.
- 4.3.3 The City shall establish a smoking area at City Hall and the North Waste Water Treatment Plant. The areas shall be located on the side or back of the buildings and at least fifty (50) feet from any entrance to the building.

CHAPTER 5. DRUG TESTING POLICY

Section 5.1 AUTHORITY

The City may conduct drug and alcohol testing of its employees under the provisions of this section, and as otherwise constitutionally permitted.

Section 5.2 PURPOSE AND INTENT

5.2.1 As an employer, the City is required to adhere to various federal, state and local laws and regulations regarding alcohol and substance abuse. Additionally, the public has the right to expect that employees are mentally and physically fit for duty at all times, so as to not endanger themselves, other employees or the public.

5.2.2 The City also has a vital interest in maintaining safe, healthful and efficient working conditions for its all of its employees and the public. If an employee is under the influence of controlled substance(s) and/or alcohol on the job, it presents serious safety and health risks to the employee and to all working with that employee. Therefore, possession, use, or sale of controlled substance(s) that may alter mental and physical abilities and/or the use of alcohol in the workplace present an unacceptable risk to safe, healthful and efficient City operations.

Section 5.3 EMPLOYEE'S POSSESSION, USE OR DISTRIBUTION OF ILLEGAL CONTROLLED SUBSTANCES

5.3.1 The possession, manufacture, distribution, use, purchase of illegal controlled substance(s) or drug paraphernalia, as defined in Idaho Code while on City property or within a City vehicle is prohibited.

5.3.2 Being under the influence of illegal controlled substances while on duty is prohibited.

5.3.3 Any employee who pleads guilty to, or is convicted of any criminal drug offense shall notify his/her ~~Director~~^{supervisor} and Human Resource ~~Manager~~^{Director} in writing within three (3) days of either event. Any employee convicted of a violation of a local, state or federal offense involving the use, sale, purchase, transfer, manufacture or possession of an illegal controlled substance in the workplace shall result in a disciplinary action that may include ~~up to a~~ termination of employment with the City.

5.3.4 When a ~~supervisor-Director~~ has reasonable suspicion to believe that an employee is under the influence of a controlled substance while on duty, the ~~supervisor-Director~~ shall notify the Human Resource ~~Manager-Director~~. The ~~supervisor-Director~~ and/or Human Resource ~~Manager-Director~~ should approach the employee in a private setting if possible. If, in the judgment of the ~~supervisor-Director~~ and/or Human Resource ~~Manager-Director~~, the employee's condition is potentially hazardous to the safety of any individual, the ~~supervisor-Director~~ and Human Resource ~~Manager-Director~~ shall arrange for the employee to be relieved of duty, placed on leave with or without pay status, depending on the circumstances, and transported home. The employee shall not be allowed to drive a City vehicle until the employee is reinstated, as provided herein.

5.3.5 When a ~~supervisor-Director~~ and/or the Human Resource ~~Manager-Director~~ has reasonable suspicion to believe that an employee is in possession of any illegal controlled substance, or the selling or transferring of any controlled substance(s), the ~~supervisor-Director~~ and/or Human Resource ~~Manager-Director~~ shall immediately notify the police.

Section 5.4 EMPLOYEE'S USE OF ~~PRESCRIPTION-MEDICATION~~PRESCRIPTION MEDICATION AND CONTROLLED SUBSTANCES

Employees who may be required to operate vehicles, equipment, or machinery as part of his/her employment responsibility should exercise extreme caution in the use of medication that may induce drowsiness, dizziness, or other side effects that could impair the employee's ability to function. Employees shall notify his/her ~~immediate-supervisor-Director~~ when they are required to use prescription or over the counter medicine that may impair his/her ability to perform job duties and are encouraged to discuss such situations with his/her ~~supervisor-Director~~ prior to engaging in such work activities. The employee may be temporarily reassigned to other duties if necessary.

Section 5.5 EMPLOYEE'S USE OF ALCOHOL

5.5.1 The City is committed to ensuring that no employee is at work while under the influence of alcohol. Employees are not to report to work or remain at work while having an alcohol concentration of greater than .00 BAC. Employees are prohibited from using or possessing alcohol while they are on duty. Consumption of alcohol in a City facility or on City premises is prohibited unless consumed at an event with an authorized liquor-catering permit issued by the City. Consumption of alcohol in a City vehicle is prohibited and is also a violation of the law.

~~5.5.1~~ 5.5.2 Employee Under ~~The~~ Influence ~~Of~~ Alcohol

- A. When a ~~supervisor~~Director has reasonable suspicion to believe that an employee is under the influence of alcohol, the ~~supervisor~~Director shall immediately notify the Human Resource ~~Manager~~Director. The ~~supervisor~~Director and/or Human Resource ~~Manager~~Director should approach the employee in a private setting, if possible. If, in the judgment of the ~~supervisor~~Director and/or the Human Resource ~~Manager~~Director, the employee's condition is potentially hazardous to the safety of any individual, the ~~supervisor~~Director and Human Resource ~~Manager~~Director shall arrange for the employee to be relieved of duty, placed on leave with or without pay status, depending on the circumstances, and transported home.
- B. The employee shall be tested pursuant to Section 5.6.
- C. If the employee refuses to be tested, the ~~supervisor~~Director and/or Human Resource ~~Manager~~Director shall advise the employee that a refusal to take a test will be considered a positive test.
- D. The ~~supervisor~~Director and/or Human Resource ~~Manager~~Director will arrange for the employee to be relieved of duty, placed on leave with pay status and transported home.
- E. The employee shall not be allowed to drive a City vehicle unless and until the employee is reinstated pursuant to section 5.6.12, infra.

Section 5.6 EMPLOYEES REQUIRED TO SUBMIT TO DRUG AND ALCOHOL TESTING

- 5.6.1 Employees in SAFETY SENSITIVE POSITIONS will be required to submit to random drug and alcohol testing.
 - A. The City has a compelling interest to protect the safety of its employees and the general public by ensuring that its employees in safety sensitive positions do not operate equipment or perform his/her job duties where they may injure themselves or the public while under the influence of alcohol or drugs.
 - B. Safety Sensitive Position Defined. Safety Sensitive positions include those jobs where the duties involve a greater-than-normal level of trust for, responsibility for, or impact on the health and safety of the employee or others; and where errors in judgment, inattention or diminished coordination, dexterity, or composure while performing the duties that could result in mistakes that would endanger the health and safety of the employee or others.
 - C. Employees in Safety Sensitive positions work with such independence that it cannot be safely assumed, which mistakes such as those described in subsection (B), above, could be prevented by a ~~supervisor~~Director or another employee.

- D. Employees of the Public Works Department- Safety Sensitive Positions. Employees in the Water Department, Irrigation Department, Sewer Department, Parks Department and Fleet and Maintenance Department are considered Safety Sensitive positions as they are often placed in hazardous situations, such as operating heavy equipment, operating technical equipment and instruments requiring precision, responding to emergencies where broken water, irrigation and sewer lines require that they either are the operator of heavy equipment digging trenches, or they or in the trench repairing broken lines.
 - E. Other positions within the City that are determined to be safety sensitive, which classification shall be listed on the job description.
- 5.6.2 Post-offer job applicants shall submit to drug testing upon conditional offer of employment.
- 5.6.3 An employee where there is a reasonable suspicion of on-duty drug or alcohol use or impairment, including an on the job injury will submit to drug and/or alcohol testing.
- 5.6.4 An employee who is returning to work, where a return-to-work drug test is required pursuant to subsection 5.6.12, infra.
- 5.6.5 An employee operating a City vehicle that is involved in a work-related accident will be tested for the use of drugs and alcohol as soon as possible after the accident but no later than two (2) hours in the case of alcohol and no later than thirty-two (32) hours in the case of illegal drugs.
- A. Conditions that will require an employee operating a City vehicle to take a drug and/or alcohol test include, but are not limited to, accidents that are caused by a vehicle operator that result in:
 - 1. A fatality.
 - 2. An injury to another person.
 - 3. The injury to the operator of the City vehicle, unless the Police Department determines that there is no reasonable cause to test the driver; or damage to property owned by the City or by a third party that may reasonably be estimated to exceed \$1,000.00.
 - B. The employee must remain readily available for post-accident drug and alcohol testing, and notify the Human Resource ~~Manager~~ Director of his/her location if he/she leaves the scene of an accident prior to submission to these tests.
 - C. Failure to remain readily available for post-accident testing constitutes a refusal to test.
 - D. Post-accident testing may be delayed (briefly) while the employee is providing medical assistance (until the emergency services arrives) or receiving medical attention following the accident.

- E. If the employee is unable to voluntarily submit to post-accident drug and alcohol tests (i.e. employee is unconscious, hospitalized, incarcerated, or dead), the City may accept and utilize the test results obtained by the local law enforcement officers. Such test results will only be accepted if the test results are obtained consistent with state and local law.
 - F. An employee required to take a post-accident drug and alcohol test will be transported to the collection site. The employee must provide a urine and breath sample unless it is determined by a medical examination that the employee is medically unable to provide the required samples. Following the test, the employee will be placed on administrative leave pending receipt of the test results.
 - G. An employee who is seriously injured and cannot provide a specimen for testing will be required to authorize the release of all medical records or other documentation that would indicate whether drugs or alcohol were present in his/her system at the time of the accident. Any employee required to be tested under this Section must remain readily available for such testing and that employee may not consume alcohol within eight (8) hours of the accident.
 - H. If the Human Resource ~~Manager~~Director, based upon the investigation conducted by law enforcement, determines that an employee's accident was caused by the actions of another and that there were no unsafe actions on the part of the injured employee, the City reserves the right to waive post-accident testing of the injured employee.
- 5.6.6 Current employees who are transferring to a safety sensitive position will be required to submit to a drug test.
- 5.6.7 Applicants for safety-sensitive positions, or current employees seeking to transfer to a safety-sensitive position who refuse to submit to a pre-employment drug test; are unable to produce the required specimen volume without a medically valid reason; attempt to alter, taint, or otherwise provide a false sample; or who test positive, may not be hired or transferred into a safety-sensitive position. Such applicants will be provided a list of Substance Abuse Professionals for self-referral.
- 5.6.8 Applicants or employees, selected for hire or transfer into a safety-sensitive position that have been found to have previously failed an employment-related drug or alcohol test, must present proof of having successively completed a referral, evaluation, and treatment plan before performing the duties of a safety-sensitive position.
- 5.6.9 An employee or applicant who has not performed a safety-sensitive function for ninety (90) consecutive calendar days, and is not in the random selection pool, shall be required to take a pre-employment drug test and attain a verified negative result.

- 5.6.10 Applicants or employees, who have sustained a “cancelled test” on a pre-employment drug test, will be required to retest before performing a safety-sensitive function.
- 5.6.11 An employee or applicant with a diluted negative test results (specimens with a -creatinines level of 5 mg/dl or greater but less than 20 mg/dl and Specific Gravity greater than 1.0010 but less than 1.0030) will be required to retest prior to beginning work.
- 5.6.12 Return-to-Work Testing: An employee who has tested positive for illegal drugs or alcohol, and, in order to maintain employment, will be given the opportunity to successfully complete a prescribed treatment program under the direction of a Substance Abuse Professional. The employee will be required to take a return-to-duty drug and/or alcohol test at the employee’s own expense. Any employee may return to duty only upon verification of a negative test result. The employee will be responsible for all costs associated with the treatment program(s).

Section 5.7 REQUIREMENTS FOR SAMPLE COLLECTION AND TESTING SPECIMEN COLLECTION PROCEDURES

All sample collection and testing for drugs and alcohol shall be performed in accordance with the following conditions:

- A. Testing shall take place at collection sites designated by the City.
- B. The collection of the two (2) samples shall be performed under reasonable and sanitary conditions.
- C. The City or City’s agent who is responsible for collecting the sample shall have received training as to the proper methods of collection.
- D. Samples shall be collected and tested with due regard to the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
- E. Sample collection shall be documented and the documentation procedures shall include:
 1. Labeling of samples so as reasonably to preclude the possibility of misidentification of the person tested in relation to the test result provided.
 2. Handling of samples in accordance with reasonable chain-of-custody and confidentiality procedures.
 3. Sample collection, storage and transportation to the place of testing shall be performed so as reasonably to preclude the possibility of sample contamination and/or adulteration.
 4. Sample testing shall conform to scientifically accepted analytical methods and procedures.

5. Drug testing shall include a confirmatory test before the result of any test can be used as a basis for action by an employer under Idaho Code §§[72-1707](#) and [72-1708](#). A confirmatory test refers to the mandatory second or additional test of the same sample that is conducted by a laboratory utilizing a chromatographic technique such as gas chromatography-mass spectrometry or another comparable reliable analytical method.
- F. Alcohol testing shall be conducted using an approved evidentiary breath testing device operated by a trained breath alcohol technician. There will be two reviewable levels for alcohol concentration. Any employee who tests with a BAC above .00, will not be allowed to work for at least twenty-four (24) hours and shall be re-tested prior to returning to work. Any employee who tests positive for alcohol will be subject to a disciplinary action.
- G. Positive alcohol tests resulting from the use of an initial screen saliva test, must include a confirmatory test that utilizes a different testing methodology meant to demonstrate a higher degree of reliability.
- H. Positive alcohol tests resulting from the use of a breath test must include a confirmatory breath test conducted no earlier than fifteen (15) minutes after the initial test; or the use of any other confirmatory test meant to demonstrate a higher degree of reliability, such as a blood test.
- I. If the employee is suspected of being under the influence of alcohol or drugs, the employee's ~~supervisor~~ Director shall contact the Human Resource ~~Manager~~ Director for arrangements to transport the employee to the designated testing location. In no circumstance, shall the employee be directed to drive to the testing location.

Section 5.8 SUBSTANCES TESTED

- 5.8.1 ~~-Alcohol:-~~ An employees subject to alcohol testing may have a sample of his/her breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.
- 5.8.2 ~~Drugs:-~~ An employees subject to drug testing will have a sample of his/her urine tested for the presence of the drugs including, but not limited to the following drugs: Marijuana, Cocaine, Phencyclidine (PCP), Opiates, Pharmacological and Amphetamines.

Section 5.9 ADULTERATION OR SUBMISSION OF A CONCEALED SPECIMEN

All tests will be directly observed by a monitor. If, during the collection procedure, the collection monitor detects an effort by a prospective or current employee to adulterate or substitute a specimen, a second specimen will be requested. The second specimen will be tested. If the request for a second specimen is refused, the collection monitor will inform the City of the prospective or current employee's refusal to submit a second specimen. Such conduct by a prospective or current employee will be considered a positive test. In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the City will advise the employee of that finding and request that the employee shall immediately submit a second specimen. If the prospective or current employee refuses, the refusal shall be determined to be a positive test, as provided for in Section 5.9.

Section 5.10 TEST RESULT NOTIFICATION

- 5.10.1 All drug test results will be forwarded to the ~~City Attorney~~/Human Resource ~~Manager~~Director. The prospective or current employee's ~~supervisor~~Director will be notified if a positive result is received. The prospective or current employee will be offered an opportunity to personally discuss the positive drug test with the ~~City Attorney~~/Human Resource ~~Manager~~Director. The employee's ~~supervisor~~Director shall be notified.
- 5.10.2 Any employee who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If the proper use of the prescription drug is verified, the employee's test result will be reported as negative.

Section 5.11 RANDOM TESTING

- 5.11.1 The City will maintain a listing of all the safety sensitive position employees who are subject to both random drug and alcohol testing.
- 5.11.2 Random tests will be unannounced and conducted on all days and hours during which safety-sensitive functions are performed.
- 5.11.3 A computer-based random number generator, which is a scientifically valid method, is used for random selection. During each calendar year, drug and alcohol tests will be administered to all employees on a continuous, random selection basis. Each covered employee shall have an equal chance of being selected every time selections are made.
- 5.11.4 Random alcohol tests may only be administered just before, during, or immediately following completion of a safety-sensitive function. Random drug tests can be administered anytime while on duty.

- 5.11.5 Employees selected for random drug and alcohol testing shall be notified on the date of the test and either transported to the collection site or notified to proceed to the test site immediately where they will be required to provide a urine and/or breath sample.

Section 5.12 REASONABLE SUSPICION TESTS FOR DRUGS AND/OR ALCOHOL

- 5.12.1 The City will require an employee to be tested for the use of alcohol, illegal drugs, or the use of prescription medication if an employee's physical appearance or pattern of behavior gives City officials reason to believe the employee is impaired because of substance abuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse.
- 5.12.2 If that impairment would compromise the employee's ability to perform his/her assigned job tasks and would endanger his/her well-being or the safety of fellow employees or the general public, that employee will temporarily be relieved of his/her duties.
- 5.12.3 Employees will be transported to the collection site and will be required to provide a urine and/or breath sample. Following completion of the test(s), the employee will be placed on administrative leave pending the results of the test.
- 5.12.4 A written record of the observations that led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the ~~supervisor~~ Director making the observation. This written record shall be submitted to the Human ~~Resources Manager~~ Resource Director, and shall be attached to the forms reporting the test results.
- 5.12.5 When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a ~~supervisor~~ Director in his/her chain of command, the employee shall be referred to the substance abuse professional for an assessment. The employee shall be placed on administrative leave in accordance with the provisions of this policy.

Section 5.13 REFUSAL OF TESTING FOR DRUGS OR ALCOHOL

An employee may refuse to take a drug and/or alcohol test when requested to do so consistent with the terms of this policy. Such a refusal will be considered equivalent to testing positive for illegal drugs or alcohol. An employee will be considered as refusing to test if he/she expressly refuses to take a test, or otherwise fails to provide an adequate breath or urine sample without a valid medical explanation. Deliberately obstructing the testing process will be considered a refusal to take a test.

Section 5.14 CONSEQUENCES FOR POSITIVE DRUG OR ALCOHOL TEST

- 5.14.1 A prospective employee who tests positive for illegal drugs will not be offered employment. If the employee has accepted the position under a condition that he/she take the drug test, the conditional employment shall be rescinded. Any current employee who tests positive for illegal drugs or alcohol may be allowed to continue working for the City subject to the terms and conditions of this chapter.
- 5.14.2 An employee who has a confirmed positive drug and/or alcohol test will be immediately removed from his/her safety-sensitive positions and placed on leave-without-pay status.
- 5.14.3 An employee who tests positive for illegal drugs or alcohol, and who is allowed to continue to work for the City must first consult with a Substance Abuse Professional to determine if he/she is drug/alcohol dependent. If it is determined that he/she is not drug/alcohol dependent he/she may return to work after he/she takes and passes a drug/alcohol test at his/her expense and completes any counseling or educational programs recommended by the substance abuse professional. Thereafter, that employee will be subject to at least six (6) random drug or alcohol tests during the ensuing twelve (12) month period.
- 5.14.4 The City will evaluate on a case-by-case basis whether or not an employee will be given the opportunity for rehabilitation and retention.

Section 5.15 RIGHT OF EMPLOYEE OR PROSPECTIVE EMPLOYEE TO EXPLAIN POSITIVE TEST RESULT AND REQUEST FOR RETEST

- 5.15.1 Any employee or prospective employee who tests positive for drugs or alcohol must be given written notice of that test result, including the type of substance involved, by the employer. The employee must be given an opportunity to discuss and explain the positive test result with a medical review officer or other qualified person.
- 5.15.2 Any employee or prospective employee who has a positive test result may request that the same sample be retested by a mutually agreed upon laboratory. A request for retest must be done within seven (7) working days from the date of the first confirmed positive test notification and may be paid for by the employee or prospective employee requesting the test. If the retest results in a negative test outcome, the employer will reimburse the cost of the retest, compensate the employee for his time if suspended without pay, or if terminated solely because of the positive test, the employee shall be reinstated with back pay.

Section 5.16 EMPLOYEE NOTIFICATION REQUIREMENTS

All employees are:

- A. Required to notify his/her ~~supervisor-Director~~ of any moving violation involving drugs or alcohol, occurring on or off the job.
- B. If required to drive as part of his/her assigned duties or job specifications, to report to his/her ~~supervisor-Director~~ any restrictions imposed by law on his/her driving privileges due to drug or alcohol use.
- C. To be evaluated by his/her ~~supervisor-Director~~ and the Human Resource ~~Manager-Director~~ to determine if they will be retained if they are unable to perform his/her assigned duties due to loss of driving privileges.
- D. Required to report to his/her ~~supervisor-Director~~ whenever he/she observes or has knowledge of another employee who poses a risk to the safety and welfare of others.
- E. Required to inform his/her ~~supervisor-Director~~ of any use of legal or illegal drugs, including prescription medication, which may impair on-the-job performance.
- F. Required to inform his/her physician of this policy when being prescribed medication(s), and he/she will be responsible for using the medically authorized drugs, or over-the-counter medication in a manner that will not adversely affect his/her ability to perform safety-sensitive duties safely, effectively, and responsibly. employees shall provide a "release to work" note from the prescribing physician before performing safety-sensitive functions.

Section 5.17 FOLLOW-UP TESTING

An employee who has resumed his/her safety-sensitive function, after successfully completing a prescribed treatment program, will be required to submit to a minimum of six (6) follow-up drug and/or alcohol tests during the first twelve (12) months following the employee's return to work. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the substance abuse professional reflecting the substance abuse professional's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up drug and/or alcohol tests recommended by the substance abuse professional shall be in addition to any random, post-accident, reasonable suspicion, and return-to-duty tests the employee may experience, and may continue for up to sixty (60) months. The Human Resources ~~Manager-Director~~ shall be responsible for maintaining all records relating to the substance abuse professional's recommendations and will assure that all required follow-up tests are conducted.

Section 5.18 SELF-REFERRAL

- 5.18.1 The City recognizes that alcoholism and drug abuse are diseases that should be treated as any other health problem. Further, it is the City's desire to help any employee who has a substance abuse problem to resolve that problem before they are found in violation of this policy. All employees who consider themselves drug or alcohol dependent and who voluntarily identify themselves as such will be encouraged to obtain an evaluation by a substance abuse counselor and to seek treatment as recommended by the counselor. The City will provide informational assistance in locating professional substance abuse counseling to any employee who requests it. Requests for this assistance will be treated confidentially and the employee will be directed to professional organizations that can provide in-patient, outpatient and post-treatment care.
- 5.18.2 An employee who demonstrates successful progress or completion of a recommended course of treatment may return to work after taking and passing a drug and/or alcohol test. An employee returning to work after treatment will be expected to comply with all aspects of this drug/alcohol testing policy. A request for rehabilitation may not be made in order to avoid the consequence of a positive drug result or to avoid taking a drug test when requested to do so under the terms of this policy, including any disciplinary action being taken by the City.
- 5.18.3 An employee who voluntarily seeks assistance in treating a problem associated with drug and/or alcohol misuse will be afforded the same consideration as any other employee undergoing an illness.
- 5.18.4 An employee who waits to volunteer for treatment until after they are notified of a scheduled drug or alcohol test, or until a positive test result, will be subject to the same penalties as any other "positive" test result.

Section 5.19 TERMINATION OF EMPLOYMENT- FOR A VIOLATION OF THIS CHAPTER

An employee may be terminated if the employee:

- A. Uses, sells, possess, purchases, manufactures, or distributes alcoholic beverages, illegal or controlled substances, or other performance impairing substances, while on duty, or on City property.
- B. Has a confirmed positive drug test or a positive alcohol test.
- C. Consumes alcohol following an accident and before completing a post-accident alcohol and/or drug test.
- D. Refuses to submit to a drug and/or alcohol test when directed by the City to do so.
- E. Alters, substitutes, tampers, or attempts to tamper with a drug or alcohol test.

- F. Submits a urine sample that is not his/her own.
- G. Tests positive for drugs and/or alcohol following an accident resulting in death, serious injury, or extensive property damage.
- H. Tests positive for drugs and/or alcohol and events surrounding the test(s) preclude rehabilitation and retention.
- I. Tests positive for drugs or alcohol during his/her "trial" period. or, as a result of a "return-to-duty" or "follow-up" drug or alcohol test.
- J. Fails to notify his/her ~~supervisor~~ Director of the use of legal or illegal drugs, including prescription ~~medication, that medication that~~ may impair on-the-job performance.
- K. Fails to notify his/her ~~supervisor~~ Director of a citation or conviction under a criminal drug statute within five (5) calendar days of incurring the citation or conviction.
- L. Fails to notify his/her ~~supervisor~~ Director of any moving violation involving drugs or alcohol, occurring on or off the job, causing loss of driver's license.

Section 5.20 REHABILITATION AND RETENTION

An employee, who tests positive for drugs or alcohol from a random, post-accident and reasonable suspicion test(s) and is not subject to termination, will be provided an opportunity for rehabilitation and conditional retention of employment if his/she agrees to the following:

- A. Submit to an evaluation by an approved substance abuse professional.
- B. Actively participate in a prescribed treatment or rehabilitation program.
- C. Sign a Return-to-Work Agreement.
- D. Test negative on a return-to-work drug and/or alcohol test.
- E. Undergo unannounced follow-up drug and/or alcohol tests, as recommended by the substance abuse professional, with a minimum of six (6) tests during the first year in addition to any random tests that may be required.
- F. Follow any specified after care requirements.
- G. Understand that failure to abide by the return-to-work agreement, and/or a subsequent positive drug or alcohol test will result in immediate termination.

Section 5.21 CONFIDENTIALITY

The City will strictly adhere to all standards of confidentiality and assures all employees that testing records and results will only be released to those authorized to receive such information. Specifically, authorized personnel include:

- A. The employee, if requested in writing.

- B. The employer.
- C. Decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee.
- D. Subsequent employers, if requested in writing by the employee; or other identified individuals or agencies, if requested in writing by the employee.

Section 5.22 PROCEDURES FOR ~~MANAGEMENT, SUPERVISORS~~DIRECTORS AND EMPLOYEES

- 5.22.1 When a ~~supervisor~~Director has reasonable suspicion to believe that an employee is in violation of this policy, the ~~supervisor~~Director shall immediately notify the Human Resources ~~Manager to~~Director to determine further action. If an employee believes another employee is under the influence of an illegal or prescription drug or alcohol while on duty, he/she shall discuss the matter with his/her ~~immediate supervisor~~Director. It shall be the ~~supervisor's~~Director's responsibility to take appropriate action.
- 5.22.2 If evidence exists that would lead another employee or ~~supervisor~~Director to reasonably believe that an employee is under the influence of an illegal or prescription drug or alcohol while on duty, or such are in the employee's possession while on duty, immediate action is required. When such evidence exists, the City will require the employee to undergo a drug or alcohol test consistent with the conditions set forth in this policy.
- 5.22.3 Any ~~Supervisor/Manager~~Director who knowingly disregards the requirements of this policy may be subject to disciplinary action, up to and including termination.

CHAPTER 6. ELECTRONIC USE POLICY

Section 6.1 CITY ELECTRONIC RESOURCES

The proper stewardship of City Resources is a responsibility that all City officials and employees share. Accordingly, except as provided below, employees may not use City Resources for personal benefit or gain or for the benefit or gain of other individuals or outside organizations. Responsibility and accountability for the appropriate use of City Resources ultimately rests with the individual City official or employee, or with the City official or employee who authorizes such use. City officials and employees should ensure that any personal use of City Resources permitted by this policy is the most efficient in terms of overall time and resources

Section 6.2 DEFINITIONS

City Resources include electronic and communications equipment, software, and systems, including, but not limited to: computers, computer networks, software, copiers, scanners, printers, other computer peripherals, telephones, fax machines, cellular phones, radios, applications such as the Internet, email, office systems, and other equipment or other property or resources under the official's or employee's official control or direction or in his or her custody or to which he or she has access.

Section 6.3 DIRECTIVES

- 6.3.1 The City's Resources must not be used knowingly to violate the laws and/or regulations of the United States or the laws and/or regulations of any state or city in any material way. Use of any City Resource for illegal activity is grounds for immediate suspension and/or termination. Likewise, the City will cooperate with all federal, state or local law enforcement agencies investigating any illegal activity while using City Resources.
- 6.3.2 Software or files downloaded via the Internet into the City's network become the property of City. Any such files or software may be used only in ways that are consistent with his/her licenses and/or copyrights.
- 6.3.3 The City has installed a variety of security systems to assure the safety and security of its network. Any user who attempts to disable, defeat, or circumvent any security facility may be subject to disciplinary action.

Section 6.4 OVERSIGHT OF THE CITY'S RESOURCES

The Mayor shall designate an employee or department who shall be responsible for the oversight and maintenance of the City's Resources.

Section 6.5 GENERAL PROVISIONS

- 6.5.1 Prohibition Against Use of City Resources for Personal Use While on Duty.
- A. Except as provided below, no employee may use City Resources for personal benefit or gain of the official, employee, or any other person.
 - B. Except as provided in this policy, an employee may not make private use of City Resources and then reimburse the City so there is no actual cost to the City.
- 6.5.2 Limited Exceptions to Prohibition Against Personal Use While on Duty.
- A. The prohibition set forth in Section 6.5 et seq. does not apply to the use of City Resources to benefit another person if such use is consistent with the official or an employee's official duties. Notwithstanding the prohibition against use of City Resources for personal benefit set forth in this policy, a City Official or an employee may make occasional but limited use of City Resources if the following conditions are met:
 - 1. There is little or no cost to the City.
 - 2. Any use is brief.
 - 3. Any use occurs infrequently.
 - 4. Any use of City Resources does not interfere with the performance of the official or an employee's duties, and does not obligate other employees to use City Resources.
 - 5. Any use does not disrupt or distract from the conduct of City business, including volume or frequency.
 - 6. The use does not compromise the security or integrity of City information or software.
 - B. Examples of "occasional but limited use."
 - 1. Use of the email (or phone) during breaks to confirm that children have arrived home safely from school, confirming appointments with health care providers.
 - 2. Use of the Internet during breaks, as long as such use does not interfere with official duties, pose a security risk, or consume excessive resources.
- 6.5.3 The City may authorize personal use of City Resources if the use promotes organizational effectiveness or enhances the job-related skills of the employee using such resources.
- 6.5.4 Absolute Prohibition on the use of City Resources:
- A. Any use for the purpose of conducting an outside business of the employee, or a relative or acquaintance of the employee.

- B. Any campaign or political use, unless such use has been determined not to be a violation of state or federal law.
- C. Commercial uses such as advertising or selling, whether for personal or business purposes.
- D. Any use for private benefit or gain, including use of City contracts with vendors for the purchase of goods or services.
- E. Any illegal activity, including any use of the Internet, software, or any other property or resource that violates copyright laws.
- F. Employees may not play games on a City-owned computer, even if the game was preloaded on the computer as part of the manufacturer's operating system. Downloaded and interactive games have the potential to undermine the security of City information and systems.

6.5.5 No Expectation of Privacy.

The City reserves the right to monitor the activities of all employees' City computers, email, Internet, fax, cell phones, and other electronic and communications systems. Users shall have no expectation of privacy when using City Resources. Such records may be subject to disclosure under the Public Records Act as codified or hereinafter amended or may be disclosed for audit or other legitimate City operational or management purposes. Any records created while conducting City business using personally owned communications devices may also be subject to disclosure.

6.5.6 Violations – Penalties.

- A. In order to safeguard City Resources, violators of this policy may be subject to disciplinary action. Violations of this policy will be handled in accordance with the City's established disciplinary procedures.
- B. In addition to any disciplinary actions, the City may temporarily suspend, block or restrict access to computing resources and accounts, independent of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, confidentiality, or availability of City computing and network resources, or to protect the City from liability.
- C. The City reserves the right to pursue appropriate legal actions to recover any financial losses suffered as a result of violations of this policy.

Section 6.6 SPECIAL PROVISIONS REGARDING COMPUTER ACCOUNTS

6.6.1 Security

Users are responsible for the security of electronically stored information (data) to which accounts assigned to the user have been given permission to use. All users given permission to access data must act in a manner to protect said data from loss, unauthorized alteration, and unauthorized use.

6.6.2 Assignment of Computer Accounts

- A. Computer accounts are assigned to individual an employee for his/her exclusive use.
- B. Employees may set his/her individual passwords. Passwords are considered secret and shall not be shared with other employees and a violation of this section may result in a disciplinary action by the City. Access to the City Resources shall not be denied to the appropriate employee. Upon termination of employment, all passwords shall be given to the Department head.
- C. Users are responsible for all activities conducted with accounts assigned to them. Employees must keep passwords secret. Each user is responsible to maintain the secrecy of the passwords for accounts assigned to him/her.

6.6.3 Access Control

- A. User account and passwords are used to control access to City data resources based on an individual employee's need to access specific data. Users are responsible for data accessed, transmitted, copied, deleted, etc. to or from his/her computer account.
- B. To prevent unauthorized use, all users should power down at the end of each shift, all employees should log off before leaving said computers or systems unattended.
- C. Data will not be copied or transmitted without the same access restrictions as those placed on the original data. This provision is not intended to restrict distribution of data resulting from public disclosure requests or the authorized release of information by the City.
- D. The Independent Contractor and other authorized individuals may, by nature of assigned duties and in support of authorized activities, be exempt from any or all of these provisions regarding computer accounts.

Section 6.7 SPECIAL PROVISIONS REGARDING ELECTRONIC MAIL

- 6.7.1 Electronic mail is an integral part of the City's communications. It is the policy of the City to encourage the responsible use of electronic mail whether internally or externally generated or viewed. This policy is meant to make all users aware of the risks associated with using electronic mail and to inform them of City's policy regarding such use. This policy applies to the electronic version of the messages and any paper or printed copies of the messages.

6.7.16.7.2 Right of Inspection

- A. The electronic mail system is intended for business purposes. Electronic mail communications constitute public records, subject to certain exceptions, and the City has the right to access or monitor messages for work-related purposes, security, or to respond to public record requests. All messages should be composed with the expectation that they are public.
- B. Users shall have no expectation of privacy in email messages, whether they are business related or an allowed personal use as provided herein. Use of electronic mail shall be considered consent to City Officials, managers, and other employees to inspect, use, or disclose any electronic mail or other electronic communications and/or data without further notice.

6.7.26.7.3 Prohibition of Inappropriate Message Content-

Electronic mail should be businesslike, courteous, and civil. All the City's policies, including policies prohibiting discrimination and sexual harassment, shall apply to use of email. Email shall not be used for the expression of unlawful or discriminatory ill will or bias against individuals or groups, offensive material such as obscenity, vulgarity, or profanity, or other non-businesslike material. Sexually explicit material, cursing, and name-calling are expressly prohibited.

6.7.36.7.4 Forwarding of Electronic Mail

A user forwarding a message, which originates from someone else, may not make changes to that message without clearly disclosing the exact nature of the changes and the identity of the person who made the changes.

6.7.46.7.5 Messages received from ~~the City Attorney, or private~~ attorneys acting on behalf of the City, its officers or employees, may be privileged communications and therefore, confidential, and these messages shall not be forwarded to non-City persons without the prior approval of the author.

6.7.56.7.6 Mis-delivered Messages

If an electronic mail message comes to a user by mistake, the user should stop reading as soon as they realize the message was not meant for them and notify the sender or system administrator immediately.

Section 6.8 USER'S RESPONSIBILITY FOR SECURITY

6.8.1 Users are responsible for the security of his/her electronic mail account password and any electronic mail that is sent via a user account. To protect a user account against unauthorized use, the following precautions should be taken: Log off from, or lock access to, the City computer before leaving it unattended. If user id logon is left open, and someone else uses it, it will appear as if user sent the message and user will be held accountable.

6.8.2 Do not give out passwords. Users are responsible for messages sent via user account. Correspondingly, do not use or tamper with someone else's account without his/her knowledge and consent. Unauthorized use of an electronic mail account is in violation of this policy.

Section 6.9 USE OF NON-CITY EMAIL ACCOUNTS

Non-City email accounts (AOL, MSN, Yahoo!, Gmail, Hotmail, etc.) should not be used to conduct City business unless approved in advance by the Mayor. Likewise, a non-City email account may not be linked to a City email account. All employees shall be issued City email accounts.

Section 6.10 TRANSMISSION OF CONFIDENTIAL INFORMATION

Confidential material must not be sent via electronic mail. Electronic mail messages may be intercepted, viewed, and used for non-approved purposes, especially when corresponding via the Internet, a medium over which the City has no control.

Section 6.11 SPECIAL PROVISIONS REGARDING INTERNET WEB SITE ACCESS

The City encourages effective and efficient use of all City equipment for completion of City business. This includes use of the Internet for employees to provide information to City residents, businesses, and other governmental agencies to search for information, and for information exchange.

Section 6.12 CERTAIN USE OF INTERNET PROHIBITED

The following are specific examples of prohibited activities/access. This policy applies to use of any Internet or Intranet access system including but not limited to the City's network, the City's wireless access system (while on duty and/or using City-owned equipment), specific accounts set up at remote sites, or other City-owned or funded access. The City reserves the right to discipline and to remove Internet access for any employee for violation of this policy.

- A. Use of City equipment to access pornographic web sites is prohibited at all times.
- B. Use of the City's Internet ~~access~~ to access social media web sites (~~MySpace, Facebook, Twitter, etc.~~) is expressly prohibited, except by employees in the conduct of his/her official duties.

Section 6.13 MONITORING AND REPORTING OF INTERNET USE

It is the responsibility of City Officials to monitor and audit Internet web use within his/her department. Because there is the potential for employee abuse of the system, the City may monitor and record user access to Internet sites and provide the Mayor or City Council with information that can be used to track access to all Internet sites as required or requested to enforce City or department policy.

Section 6.14 DOWNLOADING FILES

The possibility of downloading a file with a computer virus is great and care must be taken not to contaminate any City owned computers. Files copied from an Internet site, or any other outside source, must be scanned by virus checking software prior to being used on a City computer. The Independent Contractor shall make options available for virus checking of copied files.

Section 6.15 UPDATING INFORMATION ON THE CITY'S WEBSITE

- 6.15.1 The City designates the City Clerk's Department or its designee, as the department responsible for ensuring that the information on the City's website is accurate and up to date.
- 6.15.2 The Clerk has developed guidelines on how to submit information to the City Clerk for inclusion on the City's website. Except as provided in these guidelines, no other employee of the City has authority to add or delete information on the City's website.

Section 6.16 REMOTE ACCESS TO CITY SYSTEMS

6.16.1 Remote access to certain City systems, applications, and data is maintained for selected employees. City remote access systems require a high level of application and user maintenance as well as monitoring. In addition, they significantly increase the security risks associated with outside access to applications and data. Remote access systems are therefore restricted only to those City Officials and employees who show a demonstrated necessity to access data or applications while away from City facilities and ONLY for City business. Remote access will not be granted for convenience. Users who do not utilize remote access systems may be removed as users. Use of remote access for other than official business will result in immediate removal as a user and, if appropriate, disciplinary action.

6.16.2 Authorization Required

A. Prior to use by any City Official or employee, the appropriate City Official must submit a written request stating what business necessity exists requiring the potential user to utilize remote access. Permission will be based on demonstrated need and subject to the criteria listed below.

B. Directors ~~and supervisors~~ must be aware of and restrict remote access to City systems due to the potential to result in accrual of Comp. Time. An employee's remote access to data or email shall be limited to ~~o~~On c~~E~~all or emergency situations, as time spent accessing data or email remotely is considered compensated time for employees subject to FLSA rules.

Section 6.17 CELLULAR TELEPHONES

6.17.1 City departments shall acquire and use City cell phones in accordance with this Section to ensure that employees use cell phones in the most expeditious manner and to provide guidelines in the acquisition and use of such equipment.

6.17.2 The purchase of City cell phones must be approved by the department's Director ~~and~~ or City Treasurer to ensure that sufficient funds are budgeted for the purchase and monthly operational costs associated with a cellular phone.

Section 6.18 General Requirements

6.18.1 Wireless transmissions, including cell phones, should not be considered secure. Therefore, employees using City cell phones or his/her personal cell phones to conduct City business should use discretion in relaying confidential information.

6.18.2 All devices that are being used for City business must have a passcode or password to lock the device.

6.18.3 The City reserves the right to monitor the use of all City Cellular Phones.

Section 6.19 Special Restrictions Related to Driving

6.19.1 Safe driving is an absolute top priority of the City.

6.19.2 Any cell phone use while driving should only be used to report an accident, car trouble, or if there is imminent danger.

6.19.3 Texting while driving is a violation of the law and is strictly prohibited.

6.19.4 If a cell call is received while driving, safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

6.19.5 If acceptance of a cell call is unavoidable and pulling over is not a safe option: use the voice-activated or "speed dial" feature; keep the call short; do not take notes, text message or e-mail while driving; refrain from discussion of complicated or emotional issues; and, ~~and~~ keep eyes and attention on the road.

6.19.6 Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of his/her phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, including termination.

Section 6.20 Eligibility

An employee may be issued a City cell phone if it is determined that the cell phone may be an appropriate tool to conduct City business when it is demonstrated that an employee's communications needs cannot be met with standard telephone equipment. Examples include employees that: are mobile for most of a work period, respond to emergencies, are responsible for restoring services, or are vital to decision-making for the City.

Section 6.21 Approval

The City Treasurer will be the approving authority for assigning City cell phones to employees.

Section 6.22 Use of a City's cellular telephone

6.22.1 No City cell phone shall be used in any illegal, illicit, or offensive manner. This includes, but is not limited to, accessing pornographic sites or using the cell phone to harass or make threats to another person.

- 6.22.2 The City cell phone is to be used only by the individual to whom it is issued.
- 6.22.3 The use of the City cell phone during work hours to make or receive personal calls should be restricted to emergencies. An employee should limit personal calls to his/her lunch break.
- 6.22.4 Use of the City cell phone is a privilege that may be revoked at any time for inappropriate usage.

Section 6.23 Employee's Responsibilities

- 6.23.1 An employee receiving a City cell phone must notify the City of any lost or stolen device so the City may take any action against unauthorized access to City information.
- 6.23.2 Employees must follow the requirements of policies and directives related to open records, city business related records, and records retention.
- 6.23.3 An employee who abuses this policy for whatever reason may be subject to disciplinary action including termination.
- 6.23.4 The employee may be held liable for the cost of a lost, stolen, or damaged city cell phone or equipment. The individual may also be held responsible for calls made while the cell phone is missing.

Section 6.24 City Treasurer's Responsibilities

- 6.24.1 The City Treasurer will determine an appropriate service provider, equipment needs, and the most cost-effective service plan based on the respective department's needs.
- 6.24.2 The City Treasurer will review plans periodically with each department Director and users to determine if the most cost-effective plan is being utilized.
- 6.24.3 The City Treasurer will coordinate the setting up of new users with the cell phone provider.
- 6.24.4 The City Treasurer will coordinate the canceling, terminating or re-issuing of cell phones and plans with the cell phone provider once notified by the department Director in charge of the employee status.
- 6.24.5 The City Treasurer will maintain a City wide inventory of all cell phones and equipment. Equipment includes chargers, holders, and PC-to-phone cables.

Section 6.25 PERSONAL CELL PHONE USE.

An employee's use of a personal cell phone while at work shall be limited to emergencies. During work hours all personal cell phones shall be either on silent, or vibrate mode only.

CHAPTER 7. VEHICLE USE POLICY

Section 7.1 CITY-OWNED VEHICLES

- 7.1.1 This policy provides the basic framework governing the use of City-owned vehicles, and, as such, cannot contain procedures governing every situation that might arise. An employee seeking clarification of, or exemption from the provisions of this policy should contact their ~~Human Resource Manager~~ Director, who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.
- 7.1.2 Certain positions require employee access to City-owned vehicles, either during the work shift or on a 24-hour on-call basis. City-owned vehicles are not personal vehicles and are not for personal use.
- 7.1.3 City-owned vehicles should be viewed as belonging to the citizens and are assigned solely for purposes consistent with providing services to those citizens.

Section 7.2 ASSIGNMENT OF CITY-OWNED VEHICLES

- 7.2.1 The assignment of City owned vehicles during work time is based upon job description. Department heads who have City owned vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and an employee's job function.
- 7.2.2 Assignment of City owned vehicles for 24 Hour Use (Vehicle Use Approved for Commuting Purposes).

The assignment of vehicles for 24 hour use will only be considered for employees who require a vehicle for the ordinary and necessary discharge of his/her job functions in accordance with the following criteria:

1. Officially designated on-call status.
 2. Requirement for frequent emergency availability.
 3. Emergency or other equipment contained in the vehicle.
- 7.2.3 Vehicle use is limited to travel to and from the employee's residence and place of work. The vehicle should be driven via the most direct route. The vehicle should not be utilized for travel outside a direct commuting route for personal reasons.
- 7.2.4 General Rules Governing City-owned vehicle use:
- A. City vehicles shall display the City of Kuna logo and a unique number at all times.
 - B. City-owned vehicles may only be used for legitimate City business.

- C. City-owned vehicles will not be used to transport any individual who is not directly or indirectly related to City business. Passengers shall be limited to employees and individuals who are directly associated with City work activity (committee members, consultants, contractors, etc.). Family members shall not be transported in City-owned vehicles. An exception shall be a person is in need of medical care and needs to be transported to an emergency facility for care when an ambulance is not available.
- D. Fleet card PINs are personally assigned and shall not be given out to another employee.
- E. City-owned vehicles should contain only those items for which the vehicle is designed. The City shall not be liable for the loss or damage of any personal property transported in the vehicle.
- F. The use of City-owned vehicles, including all passengers being transported, shall be limited to official business only.
- G. Employees are expected to keep City-owned vehicles clean, and to report any malfunction or damage to his/her ~~supervisors~~ Director immediately.
- H. Employees assigned vehicles for commuting purposes are expected to park such vehicles in safe locations. All City property stored in the vehicle shall be secured. The employee shall be responsible for any theft out of the City vehicle while it is parked at the employee's residence.
- I. Comply with the City's Tobacco Use Policy, as provided for in Section 4.3.
- J. Employees and passengers must wear his/her seatbelt in vehicles so equipped during the operation of the vehicle.
- K. Employees shall not operate City-owned vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications that may interfere with effective and safe operation.
- L. Employees who operate City-owned vehicles must have a valid driver's license issued by the State of his/her current residence. Employees shall comply with Idaho law in obtaining an Idaho driver's license.
- M. Employees driving City-owned vehicles shall obey all applicable traffic and parking regulations, ordinances and laws, and operate the vehicle efficiently in terms of fuel consumption and trip routes.
- N. Employees will be reimbursed for parking fees, not including fines.
- O. An employee who incurs parking or other fines in City-owned vehicles will generally be personally responsible for payment of such fines.
- P. An employee who is involved in a work-related accident requiring medical attention shall inform his/her ~~supervisor~~ Director of the accident as soon as possible.

~~P-Q.~~ An employee who is involved in a work related accident will be required to submit to a post-accident drug and alcohol test within 12 hours after the accident has occurred.

~~Q-R.~~ An employee who is issued a citation for any offense while using a City-Owned ~~V~~vehicle must notify his/her ~~supervisor~~ Director immediately when practicable, but in no case later than 24 hours. Failure to provide such notice will be grounds for disciplinary action.

~~R-S.~~ An employee who is assigned a City-Owned ~~V~~vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of his/her driver's license, whether in his/her personal vehicle or in a City-Owned Vehicle, must notify his or her ~~supervisor/department~~ Director immediately when practicable, but in no case later than 24 hours. Conviction for such an offense may be grounds for loss of City-Owned Vehicle privileges and/or further disciplinary action up to an including termination.

~~S-T.~~ No employee may use a City-Owned Vehicle for out of state use without advance approval from the City.

Section 7.3 SANCTIONS

Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of City vehicle privileges, suspension, and/or termination from employment.

Section 7.4 PERSONAL VEHICLE EXPENSE REIMBURSEMENT

7.4.1 It is the policy of the City to reimburse employees for reasonable expenses that they incur as a result of the use of his/her personal vehicle on behalf of the City. Receipts and the employee Reimbursement Form must be submitted in order for an employee to be reimbursed for such expenses.

7.4.2 Expense Reimbursement

A. Expense Reimbursement is intended for travel outside the City.

1. An employee will not be reimbursed for personal automobile use within the City without advance approval by his/her Director.
2. In all cases where there is a City-Owned ~~V~~vehicle available, the employee should use the City vehicle instead of his/her own personal vehicle.
3. When an employee is directed to use his/her personal vehicle, the employee will be reimbursed at the current IRS mileage reimbursement rate ~~(currently \$.555)~~. If a City-Owned ~~V~~vehicle is available and an employee elects to use his/her personal vehicle, the employee will be reimbursed at the current government reimbursement rate ~~(currently of \$.125)~~.

4. The Director is expected to act in the best interests of the City in making the determination for the employee's use of his/her personal vehicle.
 - B. The mileage rate is intended to include the costs of gasoline, repairs, insurance, and general wear and tear on the automobile.
 - C. In addition to the mileage rate, the City will reimburse employees authorized to travel outside the City, driving personal vehicles, for parking expenses when receipts are provided.
- 7.4.3 The City shall require employees who are reimbursed for work-related travel to show proof of the following minimum levels of insurance coverage:
 - A. Bodily Injury: \$100,000.00/\$300,000.00.
 - B. Property Damage \$100,000.00.
- 7.4.4 Employees will not be reimbursed for commuting between his/her homes and offices or other regular work locations.
- 7.4.5 In order to be reimbursed for personal automobile use, an employee must complete the employee Reimbursement Form.
- 7.4.6 Automobile Accidents – In the event that an employee's personal vehicle is damaged during an approved, work-related trip, and the damage is not due to the negligence of the employee, the City will reimburse the employee for his/her loss up to a maximum of \$250; provided the employee provide proof of loss by a receipt of verification of payment of a deductible (comprehensive or collision) to cover part of the cost of repair, or an estimate to repair the damage.
- 7.4.7 Tickets, Fines, Towing – In the event an employee's personal vehicle is issued a ticket, fine or towed while on City business, such costs are not eligible for reimbursement.

CHAPTER 8. RELATIONSHIP POLICY

- Section 8.1 Personal relationships are a vital part of most people's lives. When personal relationships intersect with employment, an employer may become entangled with the consequences of the choices that employees make. The City has no desire to become involved in such matters. Accordingly, these rules serve as a basic guide to family and romantic relationships in the City's workplace:
- Section 8.2 No person related to the Mayor or a City Council member by blood or marriage within the second degree may be hired as a paid employee of the City.
- Section 8.3 No employee of the City will hire, supervise or otherwise exercise discretion concerning a paid employee who is related to the ~~supervisor~~Director by blood or marriage within the second degree.
- Section 8.4 Any ~~supervisor~~Director involved in a romantic relationship with a subordinate must immediately notify his/her superior of the existence of any such relationship. Efforts should be made to eliminate supervisory responsibility for one who is romantically involved with a subordinate. An employee involved in a relationship bears a responsibility to the City to cooperate in any effort to avoid the potential conflicts that can arise from such personal relationship in the workplace. Such relationship may result in a change of employment duties.

CHAPTER 9. CANDIDACY FOR ELECTIVE OFFICE

- Section 9.1 While the City recognizes that the First Amendment provides Constitutional protections for the political activity of its employees, it also recognizes that this right is not absolute when balancing the right of the individual to become a candidate for office and the City's interest in promoting the efficiency of the public services it performs through its employees.
- Section 9.2 If an employee initiates candidacy against an Elected Official for whom he/she is a subordinate, the employee must endeavor to avoid any disruption in the workplace.
- Section 9.3 The City recognizes that the following factors may contribute disruption in the workplace:
- 9.3.1 The size of the office in which the employee works—the smaller the office, the greater the likelihood of disruption.
- 9.3.2 Whether the employee candidate holds a position of trust and confidence to the incumbent—the closer the ties, the greater the likelihood of disruption.
- 9.3.3 Whether the employee candidate is running for a position in which he/she would replace or become superior to his/her current ~~supervisor~~Director—in such circumstances the likelihood of disruption would be greater.
- 9.3.4 The nature of the relationship between the employee candidate and the incumbent and the degree of contact they have with one another—the greater the amount of contact and interaction, the greater the likelihood of disruption.
- 9.3.5 If there is a disruption in the workplace, the Human Resources ~~Department~~Director shall meet with the Elected Official and the employee to determine if it is possible to eliminate the disruption. If it is not possible, the City may look to reassign the employee, and if this is not possible, then the employee may be asked to resign. If the employee refuses to resign, he/she may be terminated. The official should set out in writing the factual basis for finding that there is disruption in the workplace. The written findings should be provided to the employee, placed in the employee's personnel file and be made a part of the official record. All other applicable procedures that allow an opportunity to be heard, as set out in this policy, will apply.

CHAPTER 10. EMPLOYEE CLASSIFICATION, COMPENSATION, AND BENEFITS

Section 10.1 CLASSIFYING EMPLOYEES FOR POLICY PURPOSES

10.1.1 Employment Status

- A. All employees of the City, including part-time and temporary employees, are AT-WILL EMPLOYEES, except as otherwise provided by this policy, as required by law, or pursuant to a written contract approved by the City Council.
- ~~B. Employed Attorneys. Because the Idaho Rules of Professional Conduct govern the relationship between an attorney and his/her client, attorneys employed by the City are considered to be at will employees, and they serve at the pleasure of the Mayor and City Council. Removal shall require a majority vote of the City Council, upon recommendation of the Mayor.~~
- ~~C.B.~~ Appointed Officials. The City Clerk, City Treasurer, Public Works Director, Planning and Zoning Director, Parks Director, and ~~Facilities Director~~ Economic Development Director are appointed pursuant to Idaho Code §50-204, may only be removed pursuant to Idaho Code §50-206.
- ~~D.C.~~ The City Council may adopt by resolution, an organization chart, entitled the City of Kuna Employee Organization Chart.

10.1.2 Employee Classification for Benefit Purposes

The classification of the position an employee holds with the City may affect the status of obligations or benefits associated with his/her employment.

10.1.3 The primary classes of employees are:

- A. Appointed Officials and Exempt Employees. Appointed officials are considered Exempt Employees pursuant to the Fair Labor Standards Act (FLSA).
- B. Full-Time Regular Employees. Employees, excluding Appointed Officials, whose employment is sustained and continuing and whose typical work-week consists of at least thirty (30) hours are considered full-time regular Employees. Full-time regular Employees are eligible for employee benefits provided by the City.
- C. Part-Time Regular Employees. Employees whose employment is sustained and continuing and whose typical work-week consists of less than thirty (30) hours on a regular basis are considered part-time regular employees. Part-time regular employees may receive reduced employee benefits as authorized by the City Council and as required by federal and state law. The number of hours worked may affect the employee's obligation to participate in certain mandatory state benefit programs. Certain benefits may not be available because qualifying thresholds have not been reached.

- D. Temporary Employees. Employees who work on an irregular, seasonal or temporary basis, either Full-time Seasonal or Part-time Temporary are temporary employees for purposes of employment with the City. Temporary employees receive no benefits, except those required by law or those approved by official action of the City Council.
- E. Volunteers. Volunteers may work for the City in various offices and must complete an employment application, submit to a background check and any other requirement of the City.
- F. Elected Officials. Elected officials are not considered Full-time or Part-time Employees. Elected Officials receive employment benefits as adopted by resolution of the City Council.

CHAPTER 11. COMPENSATION POLICIES

Section 11.1 Establishment of Employee Compensation

11.1.1 All employees are compensated in accordance with, and subject to, decisions of the City Council as annual budgets are set and are subject to increase, reduction, or *status quo* maintenance for any time period. The Mayor or department Director may make suggestions about salary compensation and other pay system concerns, but the final decision regarding compensation policy rests with the City Council.

11.1.2 Employee's advancement with the City shall be subject to the Step and Grade Implementation Policy as adopted by resolution of the City Council. A copy of which is attached hereto and incorporated herein by reference as **Exhibit A**.

Section 11.2 Compliance with State and Federal Pay Acts

The City will comply with all state and federal pay acts governing compensation of its employees.

Section 11.3 Right to Change Compensation and Benefits

The City may change general compensation for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent city budget. Hours worked may be reduced or employees may be laid off as necessary to meet budgetary constraints or as work needs change.

Section 11.4 Overtime/Compensatory Time Policy

11.4.1 In addition to the employee classifications set forth in this policy, all employees are classified as: Exempt, Regular Full-time, Seasonal Full-time or Part-time Employees for purposes of complying with the federal Fair Labor Standards Act (FLSA). Exempt Employees perform work that qualifies for the professional, executive or administrative exemption and do not qualify for overtime or compensatory compensation.

- 11.4.2 Regular Full-time Employees who perform actual/physical work in excess of forty (40) hours per week will be compensated with “Compensatory Time”, which shall be computed at one and one half (1.5) hours for each additional one (1) hour of actual/physical work in excess of the forty (40) hour work-week. Holiday Pay, Sick Leave, Vacation Leave, Bereavement Leave, and Jury Duty Pay are not considered actual/physical work under any circumstances. Compensatory Time pay will be allowed only when pre-authorized in writing by the department Director ~~or supervisor~~ or when absolutely necessary in an emergency. Department Directors ~~or the supervisors~~ shall provide the pre-authorization approvals to the Payroll Department at the same time that the timecards are due. Department Directors ~~and supervisors~~ shall monitor his/her employees’ Compensatory Time accruals. The target maximum accumulation of total hours of Compensatory Time shall be eighty (80) hours with a use by deadline of April 1 of each year. When an employee reaches the eighty (80) hours limit, the department Director shall schedule the time off with the employee to bring him/her under the limit. Employees are encouraged to use accumulated Compensatory Time during his/her department’s off season to minimize the impact to his/her department’s productivity. The City Treasurer and the Human Resource ~~Manager-Director~~ shall also monitor the employees’ accrual of Compensatory Time, and if they observe an excessive accumulation of Compensatory Time, they shall meet with the employee’s ~~Supervisor or~~ department Director in an effort to reduce the accrual of the Compensatory Time.
- 11.4.3 Compensatory Time may be used whenever required by a ~~supervisor or Director~~ when requested by an employee with the concurrence of a supervisor.

Section 11.5 On_Call Status and On_Call Pay

- 11.5.1 On_Call is defined as when an employee is officially scheduled to be available for responding to after hour and weekend emergencies and maintenance duties. It does not apply to work performed beyond the employee’s scheduled eight (8) hour shift, or if an employee is hired and/or scheduled where after hours and/or weekends shift(s) are scheduled work shifts.
- 11.5.2 A department Director ~~and/or supervisor~~ should use discretion in scheduling an employee for On_Call Status; the department Director ~~and/or supervisor~~ should encourage the employee to take the On_Call time off during the week that he/she is scheduled to work. For example, the employee would work a thirty-six (36) hour week plus the four (4) hours of On_Call time to equal a forty (40) hour work week.

11.5.3 Compensation for On_Call status will be granted at the rate of four (4) hours of credit at the employee's normal rate of pay for each assigned week of On Call -duty, where the employee is available for On_Call emergencies and maintenance duties. When called out to perform emergency repairs or maintenance duties while on On_Call status, the employee will receive a minimum credit of one-half (1/2) hour, or for the actual time worked for all time above one-half (1/2) hour, for each call out.

11.5.4 When an employee is scheduled to be available and on call to respond to emergencies, the employee shall be on On_Call status. In no circumstance will an employee receive On_Call compensation while working his/her regular working hours.

Section 11.6 Reporting and Verifying Time Records

11.6.1 All non-exempt Employees shall timely and accurately record time that he/she has worked on his/her own timecard, and each employee's timecard must be signed manually or electronically by both the ~~supervisor-Director~~ and the employee, and must contain a certification that it is a true and correct record of the employee's actual time worked and benefits used for the time period covered. No employee shall enter time for another employee, and if this does occur, both employees are subject to disciplinary action.

11.6.2 Exempt Employees may be required to document time worked or benefits used for accounting purposes.

11.6.3 Electronic time clock policy.

- A. Non-exempt Employees must punch in/out each time they are on or off the clock and for each day they worked.
- B. Time punched will be actual time worked. The City may, for accounting purposes, round time to the nearest quarter (1/4) hour.
- C. Leave time must be entered on time card.
- D. Missed punches must be corrected prior to an employee clocking in for a new time period.
- E. On_Call Employees clock in under on-call on Saturdays/Sundays and automatically receive credit for two (2) hours for each day worked. Additional hours worked must be entered by punching in/out on time card.

11.6.4 Any employee concerned about his/her compensation, rate of pay, payroll status, deductions, etc., must communicate such concerns to the Payroll Department or his/her ~~supervisor-Director~~ as soon as any such concern becomes evident. Documentation of any such issue should be maintained in the employee's personnel file.

Section 11.7 Work Periods

The workweek for all Regular Full-time Employees who are subject to the FLSA begins at 12:01 a.m. on Sunday of each week and concludes at 11:59 p.m. of the following Saturday.

Section 11.8 Payroll Procedures and Paydays

11.8.1 Employees are paid every other week throughout the year. Paychecks or direct deposit receipts are issued on every other Thursday, or earlier if a holiday, or for another reason. Paychecks compensate employees for work performed in the pay period preceding two (2) weeks in which the check is issued.

11.8.2 Each employee must monitor the accuracy of compensation received. Information shown on the employee's paycheck stub is provided for information only. Actual practices regarding the issuance of paychecks and allocation of employee benefits must be consistent with official policy of the City. In the event of disagreement between the computer-generated paycheck stub and official policy, as interpreted by the City Council, the policy will prevail. An employee is obligated to call to the City's attention any such errors, whether to the advantage or disadvantage of the employee.

Section 11.9 Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

Leave will be granted and full pay provided to an employee called to serve as a court witness in matters specifically related to City operations or called to serve on jury duty. A copy of the summons or proof of jury duty shall be provided to the City before compensation will be paid.

Section 11.10 Military Leave

An unpaid leave of absence will be granted to an employee to participate in ordered and authorized field training in accordance with Idaho Code §§ 46-407 and 409, and the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee may use accrued leave balances if they choose while participating in ordered and authorized field training or deployments.

Section 11.11 Maternity Leave

An employee shall be granted twelve (12) weeks unpaid maternity/paternity leave for births and adoptions, which may be used after the employee uses his/her accrued Compensatory Time and Vacation Leave.

Section 11.12 Payroll Deductions

No payroll deductions will be made from an employee's paycheck unless authorized in writing or by adopted policy, by the employee or as required by law (Idaho Code § 45-609).

Section 11.13 On-the-Job Injuries

- 11.13.1 Employees are covered by worker's compensation insurance for on-the-job injuries. All on-the-job injuries must be reported to the employee's ~~supervisor~~ Director as soon as practicable or twenty-four (24) hours, whichever is sooner, so that a worker's compensation claim can be filed. ~~Supervisors~~ Directors are required to immediately report the injury to the Human Resource ~~-Director, Manager and the City Treasurer.~~
- 11.13.2 An employee requiring (non-emergency) medical attention should go to the City's identified occupational health care provider. In case of emergency medical attention, the employee may be treated at the facility where transported by emergency personnel.
- 11.13.3 An employee who is injured on the job and has experienced lost-time will be immediately placed on Sick Leave until the lost-time compensation as provided for by the Idaho State Insurance Fund is awarded. If no Sick Time is available, Vacation or Compensatory Time shall be used. An employee receiving lost-time compensation from the State Insurance Fund shall not be entitled to additional compensation (Salary, Sick, Vacation, Compensation Time) from the City beyond an amount that will equal 100% of the employee's take home pay when lost-time pay and leave (Sick, Vacation, Compensatory Time) used are combined.
- 11.13.4 Return to employment will be authorized on a case-by-case basis in consultation with the department Director, attending physician and the Idaho State Insurance Fund, and may require a fitness for duty medical review. If an employee is able to return to work on "light duty status", the City will make every effort to bring the employee back to work.
- 11.13.5 The City will make every effort to bring the employee back on light duty status (if light duty work is available) before the employee is granted lost-time recovery from the State Insurance Fund. Light duty will be compensated at the employee's regular rate of pay.
- 11.13.6 Concerns associated with injured worker status may be brought before the appropriate City Official for review.

CHAPTER 12. EMPLOYEE BENEFITS

Section 12.1 The City offers employee benefits for Exempt Employees and Regular Full-time Employees. Benefits provided pursuant to this Chapter, excluding health, dental, vision, and life insurance, are only available to Exempt Employees and Regular Full-time Employees on a percentage of actual hours worked basis. For example: if an employee actually works two hours and receives lost-time compensation for six hours, the employee shall receive 25% of the Employee Benefits available for Exempt Employees or Regular Full-time Employees.

Section 12.2 VACATION LEAVE

Section 12.3 These benefits are subject to change or termination in the sole discretion of the City Council. Each benefit offering is subject to the specific terms of its respective insurance policy and/or official resolution of the City Council.

- A. Vacation Leave accrues at the rate of four (4) hours per pay period [one hundred four (104) annual hours] for employees with zero (0) up to the last day of year (6) for service years with the City; six (6) hours per pay period [one hundred sixty (160) hours] for employees with seven (7) years up to the last day of year fourteen (14) for service years with the City; and eight (8) hours per pay period [two hundred eight (208) hours] for employees with fifteen (15) years or more service years with the City.
- B. Vacation shall be computed and credited at each pay period.
- C. Any rounding of Vacation Leave shall be performed in the last pay period of the year.
- D. Lateral hires may be brought in and given credit for prior employment service years for non-City employment at the recommendation of the department director and approval of the City Council.

~~12.3.2 On March 1, 2016, accrued Vacation Leave in excess of one hundred twenty (120) hours shall be placed into a separate "bucket" for payout by the City or use by the employee, which shall not count against the two hundred forty (240) hours cap. The City may establish the payout schedule during the budgeting process.~~

~~12.3.3~~ 12.3.2 On March 1 of each year (~~beginning 2017~~) all Vacation Leave that exceeds two hundred forty (240) hours ~~Vacation Leave~~ will be forfeited without compensation to the employee.

~~12.3.4~~ 12.3.3 An employee should be cognizant of his/her Vacation Leave to avoid exceeding the Vacation Leave cap of two hundred forty (240) hours.

~~12.3.5~~12.3.4 The City recognizes that there may be unavoidable, however extremely limited circumstances that would cause an employee to exceed the Vacation Leave cap. If this is the case, employee may request a review of the circumstances of the case to the department Director, Human Resource ~~Manager~~ Director and Treasurer. Any approved extension must be approved by the ~~Mayor~~ City Council and it must be used no later than March 31 of the next calendar year.

~~12.3.6~~12.3.5 Vacation Leave is to be scheduled with the consent of the responsible department Director. Efforts will be made to accommodate the preference of the employee in vacation scheduling, but first priority will be the orderly functioning of affected office/departments.

~~12.3.7~~12.3.6 Upon separation from employment, unused Vacation Leave will be compensated by lump-sum payment at the then-current hourly or daily rate.

Section 12.4 SICK LEAVE

12.4.1 Sick Leave benefits are provided to Regular Full-time and Exempt Employees at the rate of eight (8) hours per month.

12.4.2 Sick Leave is a benefit to provide relief to an employee when:

- A. An illness or injury prevents the employee from working productively or safely; or
- B. An immediate family member's (spouse, child, parent) illness presents no practical alternative for necessary care; or
- C. Attending medical or dental appointments for the employee.

12.4.3 Notification of use of Sick Leave should be made at least fifteen (15) minutes prior to the beginning of the scheduled work shift (unless circumstances outside the control of the employee prevent such notice) and the notification must be made by the employee to the ~~supervisor~~ Director by 1) phone call, or if not possible, 2) text message.

12.4.4 Employees are expected to use Sick Leave when they are exhibiting signs of an illness, such as excessive coughing, nasal discharge, or a fever, or they are considered contagious. An employee's ~~supervisor~~ Director shall send an employee to the doctor to get a physician's report that the employee is not contagious, if the employee desires to stay at work.

12.4.5 Department Directors ~~or supervisors~~ may require an employee to provide a physician's note, or require, at the City's expense, an independent review of reported illness by a competent medical authority. If an employee is out for three (3) or more days, a physician's report will be required indicating the employee's current medical illness.

12.4.6 Sick Leave benefit recipients will receive their normal compensation when using Sick Leave.

12.4.7 All unused Sick Leave will be forfeited without compensation upon separation from employment.

Section 12.5 TRANSFER OF VACATION LEAVE AND/OR COMPENSATORY TIME TO SICK LEAVE FOR ANOTHER EMPLOYEE

12.5.1 An employee may transfer his/her Vacation Leave or Compensatory Time to another employee to be used as Sick Leave for the recipient employee.

12.5.2 In order for an employee to receive transferred Vacation Leave or Compensatory Time donated by another employee for the recipient's Sick Leave, all of the following criteria must be met, the recipient must:

- A. Be a Regular Full-time or Exempt Employee.
- B. Have used all of his/her accrued Sick Leave, Vacation Leave and Compensatory Time.
- C. Have a continuing disability resulting from a serious personal illness or injury and be unable to work.
- D. Not be receiving any other form of compensation including social security disability benefits, long-term disability benefits, worker's compensation benefits, or compensation through the PERSI.

12.5.3 Before a recipient employee is eligible to receive donated leave, his/her physician must provide current certification that the employee has a disability resulting from serious personal illness or injury and is unable to work.

12.5.4 Upon receipt of such medical certification, the employee is eligible to receive up to twenty (20) days of transferred Sick Leave.

12.5.5 Eligibility for additional increments of twenty (20) days of transferred Leave may be based on current medical certification of the continuing disability.

12.5.6 The maximum amount of Leave that may be transferred to an employee is limited to one hundred eighty (180) work days for which the employee would otherwise not be paid as stated above in Paragraph 12.4.1D.

12.5.7 Unused transferred Leave shall remain with the recipient.

12.5.8 Transfer of Leave to an employee may not be denied if all eligibility criteria are met.

12.5.9 For a recipient receiving transferred Leave, a "day" is defined as eight (8) hours, on the basis of a forty (40) hour workweek schedule.

12.5.10 Recipients shall continue to accrue all benefits and service in accordance with the policies and guidelines, as adopted by the City, which shall be used prior to using donated Leave.

12.5.11 Criteria for Donating Leave by the donor employee

- A. The employee may donate more than one time to a single individual.
- B. The identity of the donating employee is not disclosed to the recipient.

12.5.12 Procedural Guidelines

- A. In order to facilitate Leave transferred between employees, the following procedures should be followed:
 - 1. The donating employee must complete a Transfer of Leave Form.
 - 2. This form must be signed by the donating employee and the Human Resources Director, ~~and the Payroll Department.~~
 - 3. Leave time transfers are converted to equivalent units on a monetary basis- for example, if the donating employee makes \$20.00/hr and the recipient makes \$15.00/hr, the conversion rate is 1.33/hr.
- B. Prior to the transfer, the following shall be verified:

The Donor has sufficient Leave to be transferred.

- C. The decision to donate Leave to another individual should be a choice made freely by each employee.

Any person attempting to unduly influence another employee to donate leave shall be subject to disciplinary action, and any prior agreement made to donate Leave under these conditions shall be voided.

Section 12.6 HOLIDAYS

12.6.1 Regular Fulltime and Exempt Employees receive ten (10) official paid holidays each year. Holidays that fall on Saturday will be observed on the preceding Friday. Holidays that fall on Sunday will be observed on the succeeding Monday. The holiday schedule may be changed at any time by the City Council.

12.6.2 Regular Fulltime and Exempt Employees who work on a Holiday will receive pay at two times (2x) the employee's regular rate of pay as total compensation pay.

12.6.3 Recognized Holidays:

New Year's Day
 Martin Luther King, Jr./Human Rights Day
 Presidents' Day

Veteran's Day
 Memorial Day
 Labor Day
 Thanksgiving Day and Friday
 Independence Day
 Christmas Day

Section 12.7 BEREAVEMENT LEAVE

Regular Full-time and Exempt Employees ~~will~~ may receive up to three (3) days of paid leave of absence for each death in the immediate family (spouse, parents, parents-in-law, grandparents, children, step children, grandchildren, brothers and sisters, brothers and sisters in-law).

Section 12.8 LEAVES OF ABSENCE

Regular Full-time and Exempt Employees may receive up to thirty (30) days of unpaid leave of absence to be granted by the Mayor for any justifiable purpose. Paid leave in any amount or unpaid leave in excess of thirty (30) days will require written approval of the City Council. Vacation Leave will not accrue during the approved Leave of Absence. The employee shall pay his/her portion of any benefits due during the Leave period.

Section 12.9 FAMILY MEDICAL LEAVE ACT (FMLA)

12.9.1 Current Eligibility Requirements- See subsection A.4.

To be eligible for FMLA benefits, prior to any leave request, the employee:

- A. Must have worked for the City for at least twelve (12) months.
- B. Must have worked at least 1,250 hours for the City during the previous twelve (12) months.
- C. The City must employ at least fifty (50) employees within seventy (75) miles of your place of work.
- D. Currently, the City does not employ at least fifty (50) employees, consequently, FMLA DOES NOT apply to employees, and they are not entitled to twelve (12) weeks of job-protected, FMLA leave. However, the City may voluntarily provide benefits on a case by case basis, as approved by the City Council.

12.9.2 Eligibility Requirements upon the City reaching at least fifty (50) employees:

To be eligible for FMLA benefits, prior to any leave request, the employee:

- A. Must have worked for the City for at least twelve (12) months.

- B. Must have worked at least 1,250 hours for the City during the previous 12 months,
- C. The City must employ at least fifty (50) employees.

12.9.3 FMLA Rights

- A. An eligible employee is entitled to job-protected, unpaid leave for the following reasons: 1) birth and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee, 2) care of an immediate family member (spouse, child, parent) who has a serious health condition, or 3) care of the employee's own serious health condition.
- B. The employee may request up to twelve (12) weeks of leave during which the City will continue the employee's benefits (employer portion only). The twelve (12) month period is determined using a "rolling" twelve (12) month period measured backward to the date an employee first uses any FMLA leave. If the employee does not return to work at the end of the FMLA leave for reasons other than the continued serious health condition of the employee or eligible family member, the City may recover from the employee the premiums that were paid for the employee's medical coverage during the FMLA leave period.
- C. Total FMLA leave for employee spouses/parents who both work for the City is twelve (12) weeks combined if the leave is for reasons other than the employee's own personal serious illness.
- D. Concurrent Use of Accrued Leave and Worker's Compensation Required
- E. An employee may use his/her accrued Vacation Leave, Sick Leave concurrently with any FMLA leave. If the employee does not have sufficient accrued Vacation Leave and Sick Leave to cover the time out on FMLA leave, the employee may take the remainder of FMLA leave as unpaid leave. An employee will continue to accrue Vacation Leave and Sick Leave while utilizing such leave, but will not accrue such leave during the unpaid portion of his/her leave.
- F. If the employee is on Worker's Compensation leave, such leave may also run concurrently with any FMLA leave.
- G. Employee Obligations
 - 1. An employee is required to give thirty (30) days advance notice or as much time as practical when the need for FMLA leave is foreseeable. The employee may be required to provide medical certification by his/her physician or medical practitioner indicating the diagnosis and probable duration of the employee's or family member's FMLA qualifying medical condition. The City may also require second or third opinions at the City's expense.

2. An employee who is on FMLA leave for his/her own serious illness is required to provide a medical practitioner's fitness for duty report prior to returning to work. The employee must provide his/her medical practitioner with a job description so that the practitioner can evaluate whether the employee will be able to perform all of his/her duties on his/her return to work. FMLA leave may be denied if these requirements are not met. The decision to allow an employee to return to work will be solely the City's in compliance with the provisions of FMLA. If a doctor finds that the employee is not fit to return to duty, the employee will not be allowed to return to work.
3. An employee on FMLA leave will not be allowed to work for any other employer without prior approval from his/her ~~supervisor~~ Director. An employee who violates this rule will be subject to disciplinary proceedings up to and including termination from employment.
4. An employee should contact the Human Resources ~~Office~~ Director to discuss his/her rights and obligations for continuation of any current benefits being received. An employee must make arrangements for payment of his/her portion of benefit costs or discontinuation of those benefits will occur.
5. To request FMLA leave, the employee must contact the Human Resource ~~Office~~ Director indicating the reason for requesting FMLA leave and the expected duration of leave

H. Intermittent Leave Requests

FMLA leave may be taken intermittently or on a reduced leave schedule with prior written approval from the employee's ~~supervisor~~ Director or when "medically necessary." In the circumstance of birth or placement of a child for adoption or foster care, intermittent leave is only available by written approval of the ~~supervisor~~ Director or Mayor.

12.9.4 Employer's Rights and Obligations

- A. The City has the right to determine whether the employee is or is not an "eligible employee" under the Act and to place an employee on FMLA leave without the employee's consent if the employee meets the eligibility requirements under the Act.
- B. The City may require periodic notices of the employee's FMLA status and his/her intent to return to work.
- C. The City will return the employee to the same or an equivalent position after returning from FMLA leave, subject to the terms of the FMLA. The only exception may be for individuals who, under the provisions of the FMLA, are considered to be a "key employee" whose extended absence would cause "substantial and grievous economic injury".

D. The National Defense Authorization Act

1. The FMLA also provides an entitlement of up to 26 weeks of unpaid leave during a single twelve (12) month period to an eligible employee who must care for a covered service member—a person who is a spouse, son, daughter, parent or next of kin of the employee and has a serious injury or illness incurred in the line of duty that renders that person unfit to perform his or her duties in the Armed Forces. If this type of leave is requested, the City may require medical certification that the service member being cared for has a serious health condition and that it was incurred in the line of duty.
2. FMLA also now provides twelve (12) weeks of FMLA leave to an employee if his or her spouse, son, daughter or parent has been called to active duty with the Armed Forces. No serious medical condition is required for this type of leave. If this type of leave is requested, the City may require certification that the service member has actually been called to active duty.
3. An employee will provide prior notice when the need for this type of FMLA military leave is foreseeable.

Section 12.10 BENEFITS FOR TEMPORARY EMPLOYEES

All temporary employees will receive benefits as required by law, including Worker's Compensation insurance. All other benefits are to be determined in the discretion of the City Council.

Section 12.11 INSURANCE COVERAGE AVAILABLE TO EMPLOYEES

Various insurance benefits are available to employees and family members in accordance with the terms and conditions of the City's contract for such services. The City Treasurer should be contacted to learn of sign-up and claims procedures. Other insurance offerings may be available at employee or shared expense.

Section 12.12 RETIREMENT PROGRAM

The City participates in the retirement program of the Public Employees Retirement System of Idaho (PERSI) and with Social Security (FICA). PERSI requires the City to withhold a percentage of an employee's gross salary for pension purposes, and to contribute an additional larger amount on behalf of the employee. Contact the Human Resource ~~Office~~ Director for further information.

Section 12.13 TRANSFER OF BENEFITS WITH EMPLOYEE TRANSFER

Accrued benefits for each employee continue when the employee transfers from one office/department to another within the City. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by similarly-situated employees.

Section 12.14 PROVISION FOR UNIFORMS, FOOTWEAR AND SAFETY EQUIPMENT

12.14.1 Employees working in the field will be provided certain safety clothing items that may include identification jackets, safety-toe boots, hardhats, coveralls, safety vests, safety glasses, identification t-shirts and identification hats.

- A. All clothing items including uniforms, footwear and other safety equipment shall be purchased according to the department?
- B. Replacement of safety clothing shall be determined by the department Director ~~and/or supervisor~~ when a continued use of the worn item is a safety hazard.
- C. Every employee receiving safety items shall sign the Uniform, Footwear, Safety Equipment Policy. See **APPENDIX B- Chapter 1**.
- D. Every employee that may be exposed to any hazardous substances will receive the inoculations, as recommended by his/her ~~supervisor~~ Director, at City's expense.

12.14.2 Department Directors ~~and/or Supervisors~~ shall prepare a list of regular duties that require safety equipment and mandate that the employees under his/her supervision wear the required safety equipment. Employees shall be required to wear the safety equipment at all times while on duty. In the event that an employee refuses to wear required safety equipment and is involved in a work related accident, disciplinary action will be taken, up to and including termination.

12.14.3 Department Directors shall prepare an annual budget for necessary items, included in this Section.

Department Directors ~~and/or supervisors~~ shall exercise fiscal responsibility in expending City funds on uniforms, footwear and safety equipment and shall use due care to purchase the necessary clothing items so as to stay within the approved budget and in accordance with the Policy, as adopted.

Section 12.15 EDUCATIONAL REIMBURSEMENT, LICENSING AND CERTIFICATION FOR ADVANCEMENT OF EMPLOYMENT

- 12.15.1 It is the policy of the City that for it to be competitive in the employment market and to be able to attract and retain a competent work force, it is the City's desire to invest in the educational opportunities that allow for its employees to advance his/her career with the City; however with this commitment on the part of the City, the City allows desires that its employees make a long term commitment to the City.
- 12.15.2 The City will reimburse Full-time and Exempt Employees for each required educational courses and tests for certificates and licenses that allow an employee to advance his/her step classification with the City.
- A. Prior to an educational testing and/or expense over two hundred-fifty dollars (\$250.00) being approved, the employee must sign an Educational Expense Reimbursement Agreement, on the form approved by City Council. A copy of which is attached hereto and incorporated herein as **Exhibit B**.
- B. If the employee certifications or licenses are term renewable, the City shall be listed as the address for mailing notification and not the employee's address.
- 12.15.3 Employee Repayment of Educational Expense Reimbursements.
- A. In the event the employee does not remain employed with the City for the required period of employment as stated in Section 1 of the Educational Expense Reimbursement Agreement, whether due to the employee's resignation, termination or otherwise, pursuant to this policy, the employee is liable to repay the City on a prorated basis the amount of each educational expense which the City has paid.
- B. All amount shall be repaid pursuant to the terms of each Educational Expense Reimbursement Agreement in the amounts as prorated as set forth below. Unless a shorter time period is specified in the Educational Reimbursement Expense Agreement, if employee's employment with the City ends:
1. Within one (1) year of the employee's official beginning date of employment, the employee shall be required to pay back all (100%) of the reimbursed educational expenses.
 2. More than one (1) year but less than two (2) years from the employee's official date of employment, the employee shall be required to pay back half (50%) of the reimbursement.

Section 12.16 TRAVEL EXPENSE REIMBURSEMENT

12.16.1 Meals Reimbursement:

- A. Overnight travel. The City will reimburse an employee for meals only while the employee is on City approved travel. An overnight stay is allowed only when the employee is attending a conference or training and the travel time from the City to the location is greater than two (2) hours each way. Dollar limitations shall be governed by the I.R.S. Tax Code that dictates per diem based upon meal rates by geographic area.
- B. Training Conference. The City will reimburse an employee for a lunch if the employee is attending an all-day training conference and the training or conference is greater than two (2) hours travel in each direction and a lunch is not provided as part of the training conference. There will be no reimbursement of alcohol.

12.16.2 Mileage Reimbursement for use of personal vehicles: Employees shall comply with Chapter 7 of this Policy Manual.

Section 12.17 MISCELLANEOUS BENEFITS

In addition to the foregoing benefits, the following are examples of miscellaneous benefits, subject to change in the sole discretion of the City Council, may be available to employees for participation in accordance with the terms of adopted Resolution of the City Council:

- 12.17.1 Deferred compensation plans handled by payroll deduction.
- 12.17.2 Employee-requested deduction programs subject to City policy.

CHAPTER 13. EMPLOYEE PERFORMANCE AND DISCIPLINE

Section 13.1 PURPOSE OF DISCIPLINE/PERFORMANCE POLICY

This discipline/performance policy of the City applies to all employees, including Exempt Employees, Regular Full-time Employees, Part-time Employees and Voluntary Employees. It establishes a consistent procedure for maintaining suitable behavior and a productive working environment. These procedures are directory in nature and minor variations in the processes set forth herein will not affect the validity of any actions taken pursuant to this policy.

Section 13.2 DISCIPLINARY/PERFORMANCE SYSTEM FRAMEWORK

The following framework provides discipline options that may be taken when an employee violates employment policies or fails to adequately perform his/her duties. Nothing contained herein is intended to change the at-will nature of the employee's employment or limit the reasons for which the employee may be disciplined, including termination of employment. Progressive steps may be implemented in order to encourage improved performance or attitude but are not required. The City may take any of the following disciplinary actions, or any other action or performance of the employee to be serious enough to warrant a certain discipline.~~guides the processes to be taken when an employee violates employment policies or fails to adequately perform his/her duties. Nothing contained herein is intended to limit the reasons for which the employee may be disciplined, including termination of the employment. In addition, nothing contained herein is intended to change the at-will nature of the employment. Progressive steps may be implemented in order to encourage improved performance or attitude, but are not required. The City may take any of the prescribed steps in any order when a department Director or supervisor deems an action of the employee to be serious enough to warrant a certain step.~~

Section 13.3 DISCIPLINARY ACTIONS AVAILABLE

13.3.1 The following actions are among the disciplinary actions that may be taken in response to personnel policy violations or performance deficiencies:

- A. Oral warning.
- B. Written warning or reprimand.
- C. Suspension without pay.
- D. Demotion.
- E. Dismissal.

13.3.2 Conditions of maintaining employment that relate to particular performance/behavior issues may be established in conjunction with any of these actions.

Section 13.4 OPPORTUNITY TO BE HEARD ~~ASSERTIONS OF UNLAWFUL DISCRIMINATION AND RETALIATION AND~~ "NAME-CLEARING HEARING"

13.4.1 All employees are employed at-will.

13.4.2 An employee who is being demoted with a reduction in pay or terminated from employment based upon allegations of dishonesty, immorality or criminal misconduct is constitutionally entitled to a name-clearing hearing when one is requested.

~~13.4.3 Unlawful discrimination and retaliation address actions that are alleged to involve decisions based upon age, sex, race, religion, national origin or disability that is not a bona fide occupational qualification. The City does not condone discrimination on the basis of the foregoing unlawful categories. Unlawful retaliation addresses actions that are taken against an employee for initiating a charge of discrimination or harassment, or for assisting in any way in an investigation of such charges.~~

~~13.4.4~~ 13.4.3 Failure by the employee to pursue this opportunity to be heard or name-clearing hearing procedure constitutes a waiver of this opportunity.

~~13.4.5~~ 13.4.4 Issues involving job performance or employee attitude, without allegations of discrimination, retaliation, dishonesty, immorality or criminal misconduct, are not the proper subject of this procedure and will not be heard the only issued that will be heard in this procedure.

~~13.4.6~~ 13.4.5 The procedure for the opportunity to be heard or name-clearing hearing is as follows:

- A. Within fourteen (14) days of his/her termination or demotion, the employee may submit to City Council a written request for a name-clearing hearing and state the basis for it, allegation of unlawful discrimination or retaliation, or the basis for entitlement to a name-clearing hearing, stating with particularity the basis for the requested hearing. ~~Council shall have the option of extending the time to submit a written allegation for an additional seven (7) days, upon a good cause finding only if the employee requests the extension with the grounds stated therein, in writing prior to the expiration of the fourteen (14) days. Written allegations that are untimely submitted or that fail to state a particular, legally recognized basis will not be granted an opportunity to be heard. An employee will be promptly notified if a requested hearing is denied.~~

- B. ~~An employee alleging unlawful discrimination or retaliation, or who is legally entitled to a name-clearing hearing, will meet with the City Council. The hearing will be of reasonable duration, however the City Council shall have the right to limit the hearing length or conclude the hearing if the presentation of evidence becomes redundant or cumulative. A request for hearing will be denied if the employee misses the deadline for submittal of the request or does not state a valid reason. An employee will be notified if a requested hearing is either granted or denied.~~
- C. ~~An employee granted a hearing will meet with the City Council. The hearing will not exceed one hour in duration. The employee's department Director or supervisor may provide a brief written statement at least twenty-four (24) hours prior to the hearing in support of the basis for termination. The City Council may require the employee's department Director or supervisor to participate in the hearing. If upon receipt of the employee's supervisor's written response, the employee needs additional time to prepare, limited to a response to the issues raised in the supervisor's response, the employee shall request, in writing, a reset of the hearing that may be reset based upon a finding of good cause.~~
- D. ~~An audio recording of the hearing will be made and maintained as part of the personnel record. The employee will be provided an opportunity to present evidence upon which the grounds for termination are based.~~
- E. ~~The employee's Director may provide a brief written statement at least 24 hours prior to the hearing. The City Council may require the Director to participate in the hearing. City Council may ask questions during this process.~~
- F. ~~The employee will be provided an opportunity to present evidence upon which the claims are based. may question participants during this process.~~
- G. ~~The City Council may ask questions during the process. hearing shall be conducted in Executive Session.~~
- H. ~~The Idaho Rules of Evidence do not apply to this hearing. An audio recording of the hearing shall be made and maintained as part of the personnel record.~~
- I. ~~The Idaho Rules of Evidence do not apply to this opportunity to be heard or name-clearing hearing.~~
- J. ~~After the hearing, the City Council will consider the information submitted, and such other information as might be in the City's records, to arrive at a decision and will issue a written statement setting forth the reasons for the decision concerning the employee's allegations. The decision will set forth in writing the reasons for the City Council's determination and shall be issued not greater than thirty (30) days after the conclusion of the hearing, unless extended based upon a finding of good cause~~

**CHAPTER 14. WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION
POLICY AND COMPLAINT PROCEDURE PURPOSE**

Section 14.1 The City strives to maintain a supportive and civil workplace-one in which employees treat each other with respect and dignity. In keeping with these values, The City prohibits and does not tolerate unlawful workplace discrimination, harassment or retaliation.

The following defined terms are applicable in this section:

Legally protected class means a personal characteristic that is protected by law. This includes race, color, national origin, religion, sex, age (40 and over), disability, or any other characteristic protected by law.

Section 14.1 **Participation in the workplace** includes all aspects of being an employee at the City, including recruitment, hiring, job performance, performance reviews, training, development, promotion, demotion, transfer, compensation, benefits, educational assistance, layoff and recall, participation in social and recreational programs, termination and/or retirement. This section establishes the City's commitment to provide a work environment free from unlawful discrimination, harassment and retaliation, and to set forth the procedures for investigating and resolving internal complaints of such behavior. This policy should be reviewed by each employee on a periodic basis.

Section 14.2 Workplace discrimination is when one or more persons in a legally protected class are treated adversely with respect to their participation in the workplace. Adverse employment actions usually involve decisions made by Directors, supervisors or Elected Officials that affect the workplace status and benefits of employees.

~~Section 14.2~~ ~~Illegal adverse employment actions may include, but are not limited to, not hiring a qualified applicant due to his/her age, not promoting an employee due to his/her religious beliefs, denying an employee a raise due to his/her race, disciplining an employee more harshly than others due to his/her sex and terminating an employee due to his/her national origin. It is important that all employees treat all other employees and members of the public with respect and in a lawful and civil manner. It is the responsibility of every employee, supervisor, office/department Director and Elected Official to deter inappropriate behavior in the workplace. Discriminatory harassing behavior that impacts, or has the potential to impact, the workplace will not be tolerated.~~

~~Section 14.3~~ ~~This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, job retention, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation and training.~~

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~~Section 14.3 **Workplace Harassment** is unwelcome conduct that is directed to one or more persons in a legally protected class that interferes with their participation in the workplace. The offensive conduct must be severe or recurring such that it creates a work environment that would be considered intimidating, hostile or abusive. Petty slights, annoyance, and isolated incidents (unless extremely serious) will not rise to the level of illegality. POLICY.~~

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~~Section 14.4 Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures.~~

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~~14.4.1 Unlawful discrimination or harassment of an applicant for employment, a member of the public or an employee by any employee of the City on the basis of race, color, religion, national origin, sex, age (40 and over as provided for by law) or disability is in violation of state and/or federal law and will not be tolerated by the City.~~

~~14.4.2 An employee found to be participating in any form of employment related unlawful discrimination or harassment, or retaliating against another employee for filing a complaint alleging discrimination or harassment or cooperating with an investigation, will be subject to disciplinary action up to and including termination of employment.~~

~~Section 14.4 **Workplace Sexual Harassment** is a specific type of workplace harassment. Since it is particularly destructive to the work environment it is more thoroughly addressed here.~~

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~~Sexual harassment occurs when one or more persons are subject to unwelcome sexual advances, requests for sexual favors, or other verbal, non-verbal, visual or physical harassment of a sexual nature that is so severe or recurring such that it creates a hostile or offensive work environment.~~

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~~Sexual harassment includes sexually harassing others of the same and/or different gender, gender identity or gender expression.~~

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~~Sexual harassment is unlawful whether it involves co-workers, Directors, Elected Officials, or customers of the City.~~

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~~Section 14.5 RESPONSIBILITIES~~

~~14.5.1 The City~~

~~Sexual harassment may include, but is not limited to:~~

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- ~~A. Leering, making sexual gestures, or displaying derogatory comments, epithets, slurs, sexually suggestive objects, pictures, cartoons, posters or drawings;~~

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~~A-B. Sexually degrading language, derogatory comments, epithets, slurs, sexually explicit jokes or comments; It is the responsibility of the City to develop this policy, provide training on it, keep it up to date, and ensure that any violation of this policy brought to its attention is dealt with as required by law and according to this policy.~~

~~C. Verbal or non-verbal unwanted sexual advances or propositions;~~

~~D. Threatening or making reprisals after a negative response to sexual advances;~~

~~E. Offering employment benefits such as raises, promotions and job retention in exchange for sexual favors;~~

~~F. Unwanted physical conduct such as touching, massaging, pinching, patting, hugging;~~

~~B-G. Physical interference with normal work or movement including impeding or blocking movement. The City designates the Human Resource Manager or his/her designee ("Designated Official"), as the official who will be responsible for directing the procedures of this policy.~~

~~14.4.2 **Hostile Work Environment** is discrimination or harassment in the workplace in which comments or conduct based on a legally protected class, unreasonably interferes with participation in the workplace. The comments or conduct must be severe or recurring such that it creates an intimidating or offensive work environment. Department Directors and Supervisors~~

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~~14.5.2 Examples of a hostile work environment may include, but are not limited to, being subjected to daily racial slurs, recurring derogatory comments about job performance based on gender, continuous sexual advances or propositions, frequently receiving sexually explicit emails from a coworker, physical harassment like hitting, pushing, groping and other touching.~~

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~~A. Department Directors and Supervisors shall enforce this policy, train new employees on it, regularly review it with all employees so that the employees know its provisions, and monitor the workplace for compliance.~~

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~~B. If a Director or supervisor observes that unlawful discrimination, harassment or retaliation is occurring, he/she should take immediate action to address the problem. Such action should include, but is not limited to, speaking directly with the affected person, developing a specific account of the actions, omissions or occurrences that are deemed discriminatory, harassing or retaliatory, consulting with an office/department Director, and taking corrective or disciplinary action as appropriate. If the alleged discrimination, harassment or retaliation is not within the supervisor's area of responsibility or oversight, he/she should notify the office/department Director or other appropriate management employee, who should then take prompt steps to address the allegation.~~

~~C. If unlawful discrimination, harassment or retaliation is reported or alleged, it must be followed up by a supervisor. A complaining party is not allowed to retract an allegation of such unlawful actions without proving that it was made erroneously.~~

~~14.5.3 Employees~~

~~It is the responsibility of every employee to know this policy and to share the responsibility of understanding and preventing unlawful discrimination, harassment and retaliation. But, satisfactory investigation or resolution of complaints cannot occur without the initiative and continued cooperation of the affected person. Individuals who believe they have been discriminated, harassed or retaliated against have the primary obligation of informing his/her supervisor, office/department head, Human Resource Officer or legal counsel for the City of such actions, recounting specific actions or occurrences whenever possible.~~

~~Workplace Retaliation is when an employee is punished or negatively treated because the employee engaged in legally protected activity, including initiating a complaint of discrimination or harassment, providing information or assisting in an investigation or refusing to follow orders that would result in discrimination or harassment. Retaliation can result from employment action taken by a Director, Elected Official or from acts of other employees.~~

~~Examples of conduct that might be considered retaliation for engaging in protected activity include assigning the employee to less desirable tasks or shifts in the work place, denying an employee a promotion or raise, socially isolating an employee, playing practical jokes on the employee, and allowing other employees to be critical of an employee for participating in a workplace investigation into alleged discrimination or harassment.~~

~~14.4.3 DEFINITIONS~~Responsibilities

~~14.5.4~~

~~A. Employee Responsibilities~~

~~A. Employees should report incidents of discrimination, harassment, sexual harassment, hostile work environment or retaliation as soon as possible after the occurrence. Reporting should be made to any of the following: Unlawful harassment includes, but is not limited to, the following behaviors:~~

- ~~1. Designated Official~~
- ~~2. Director~~
- ~~3. Human Resource Director~~
- ~~4. Legal Counsel for the City~~

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If the employee's Director is the subject of the incident, the employee should instead report the incident to one of the other listed officials. Reporting should be made regardless of whether the offensive act was committed by a Director, co-worker, vendor, visitor or customer.

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B. Directors Responsibilities

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B. All directors are expected to ensure that the work environment is free from unlawful discrimination, harassment, sexual harassment, retaliation or the development of a hostile work environment. They are responsible for the application and communication of this policy within their work areas. Directors should: ~~Verbal Harassment~~ Derogatory comments, slurs, propositioning, or otherwise offensive or abusive words or comments on the basis of race, color, religion, national origin, sex, age (40 and over) or disability, whether made in general, directed to an individual or directed to a group of people regardless of whether the behavior was intended to harass. This includes, but is not limited to, inappropriate sexually oriented comments about dress or physical features, sexual rumors, code words, race oriented stories, as well as jokes of a sexual or discriminatory nature or "kidding" that is oriented towards a prohibited form of harassment.

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1. Encourage employees to report any violations of this policy before the harassment becomes *severe or recurring*.
2. Make sure the Human Resource Director is made aware of any inappropriate behavior in the workplace.
3. Create a work environment where sexual and other harassment, discrimination, or retaliation is not permitted.
4. Correct any behaviors they observe that could constitute unlawful discrimination, harassment, sexual harassment or hostile work environment.
5. Report any complaint of unlawful discrimination, harassment, sexual harassment, retaliation or hostile work environment to the designated official.

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C. The City designates the Human resource Director, or his/her designee, as the Designated Official who will be responsible for directing the procedures of this policy. ~~Physical Harassment~~ Assault, impeding or blocking movement, leering at, physical interference with normal work, privacy or movement when directed at an individual on the basis of race, color, religion, national origin, sex, age (40 and over) or disability. This includes pinching, patting, grabbing, inappropriate behavior in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

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- ~~D. *Visual Harassment* — Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures on the basis of race, color, religion, national origin, sex, age (40 and over) or disability. This applies to both posted material and material maintained in or on City equipment or personal property in the workplace.~~
- ~~E. *Sexual Harassment* — Any act that is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.~~

14.4.4 Procedure for Reporting and Investigating

14.5.5 There are basically two types of sexual harassment:

- A. A person who believes he/she has been unlawfully discriminated, harassed or retaliated against, or who observes or knows about behavior in the workplace that could be unlawful discrimination, harassment or retaliation, should report it to the Designated Official, his/her Director, Elected Official, Human Resource Director or legal counsel for the City. The individual receiving the report must then forward it to the Designated Official. If the Designated Official is the subject of the complaint, the report must then be forwarded to legal counsel for the City."Quid pro quo" harassment, where employment decisions such as raises, promotions, better working hours, job retention, etc., are directly linked to compliance with sexual advances/unlawful sexual harassment. Therefore, only someone in a supervisory capacity with the authority to grant any of such benefits can engage in quid pro quo harassment. Examples: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.
- B. Once such a complaint has been made, the complaint cannot be withdrawn by the complainant without a determination that it was made erroneously."Hostile work environment," where the unlawful harassment creates an offensive and unpleasant working environment.

~~A hostile work environment can be created by anyone in the work environment, whether they are supervisors, other employees or the public. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment. Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category. A prohibited hostile work environment does not exist simply because a supervisor is rude, belittles the employee or requires work that the employee does not want to do. A prohibited hostile work environment is only present when it is based on the above factors.~~

- C. The Designated Official should promptly review the complaint and consult with legal counsel.

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- D. In appropriate circumstances, the person who is alleged to have committed the offense may be placed on paid or unpaid administrative leave pending a resolution of the allegations.
- E. The Designated Official, in consultation with Legal counsel for the City, should engage an appropriate person to investigate the complaint. The investigator should be a neutral party.
- F. The investigator should interview the complainant, the person alleged to have committed the offenses, and any relevant witnesses to determine whether or how the alleged conduct occurred.
- G. At the conclusion of the investigation, the investigator will submit a report of the findings to the Designated Official, who will then route it as appropriate.
- H. The Designated Official and/or the appropriate Directors and legal counsel for the City will meet separately with both the complainant and the person alleged to have committed the offenses to notify them in person of the findings of the investigation.
- I. The complainant and the person alleged to have committed the offenses may submit written statements to the Designated Official and/or Directors challenging the factual basis of the findings. Unless circumstances prevent, the statement must be submitted no later than 5 working days after the meeting in which the findings of the investigation are discussed.
- J. After the Designated Official and /or Directors have met with both parties and reviewed the documentation, and after consultation with legal counsel for the City, a decision will be made as to what action, if any, should be taken by the Mayor or Department Director.
- K. At the conclusion of this complaint procedure, the complainant should be informed that appropriate action, if any, has been taken. Because disciplinary personnel matters are confidential, details of the specific discipline should not be shared with the complainant.

14.4.5 COMPLAINT PROCEDURE Disciplinary Action

If it is determined that unlawful discrimination, harassment or retaliation has occurred, an appropriate course of action will be taken by the City. The action will depend on the following factors:

- A. The severity, frequency and pervasiveness of the conduct;
- B. The conduct of the respective employees;
- C. Prior complaints made against the person alleged to have committed the offenses;
- D. The quality of the evidence (first-hand knowledge, credible corroboration etc).

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14.4.6 Confidentiality

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~~Section 14.6 Confidentiality will be maintained to the fullest extent possible in accordance with applicable federal, state and local law. However, a complete and thorough investigation of the allegations will require the investigator to inform witnesses of certain aspects of the complaint in order to obtain an accurate account of the actions of the parties involved. The City's insurer may also be engaged to assist in all phases of any proceeding or investigation.~~

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~~The following complaint procedure must be followed to address a complaint regarding discrimination, harassment or retaliation:~~

- ~~14.6.1 A person who believes he/she has been unlawfully discriminated, harassed or retaliated against should report it to his/her supervisor, department Director or the Human Resource Manager, or City Attorney. If a department Director or supervisor becomes aware of a complaint in any way that unlawful discrimination, harassment or retaliation is occurring in any City office/department, it must be immediately reported to the Human Resource Manager or City Attorney (Designated Official), unless the Human Resource Manager or City Attorney is the focus of the complaint, in which case the City Treasurer should be informed, and will have the responsibility to direct the investigation.~~
- ~~14.6.2 Once such a complaint has been made, the complaint cannot be withdrawn by the complainant without a determination that it was made erroneously.~~
- ~~14.6.3 Promptly upon receiving the complaint, the Designated Official should initiate the investigation to determine whether there is a reasonable basis for believing that an alleged violation of this policy or law has occurred.~~
- ~~14.6.4 Upon receiving the complaint, or being advised by a supervisor that violation of this policy may be occurring, the Designated Official shall initially investigate the complaint to determine if they are a neutral party and able to serve as the investigator in appropriate circumstances, or if the investigation should be conducted by an outside investigator.~~
- ~~14.6.5 The investigator should interview the complainant, the person alleged to have committed the offenses, and any relevant witnesses to determine whether or how the alleged conduct occurred.~~
- ~~14.6.6 As soon as practicable, the investigator will conclude the investigation and submit a report of the findings to the Designated Official, who will then route it as appropriate.~~
- ~~14.6.7 If it is determined that unlawful discrimination, harassment or retaliation has occurred, the appropriate official will recommend the course of action to be taken by the City. The action will depend on the following factors:~~

- A. ~~The severity, frequency and pervasiveness of the conduct.~~
- B. ~~The conduct of the respective employees.~~
- C. ~~Prior complaints made against the person alleged to have committed the offenses.~~
- D. ~~The quality of the evidence (first hand knowledge, credible corroboration etc.).~~

~~14.6.8 If the investigation is inconclusive or it is determined that there has been no unlawful discrimination, harassment or retaliation, but some potentially problematic conduct is revealed, corrective action may be taken.~~

~~14.6.9 Promptly after the investigation is concluded, the Designated Official and/or the appropriate department Director(s) will separately meet with the complainant and the person alleged to have committed the offenses to notify them in person of the findings of the investigation.~~

~~14.6.10 The complainant and the person alleged to have committed the offenses may submit statements to the Designated Official and/or department Directors and/or supervisors challenging the factual basis of the findings. Any such statement must be submitted no later than five (5) working days after the meeting in which the findings of the investigation are discussed.~~

~~14.6.11 Promptly after the Designated Official and/or department Director and/or supervisors have met with both parties and reviewed the documentation, and after consultation with legal counsel, a decision will be made as to what action, if any, should be taken by the Mayor or department Director.~~

~~Section 14.7 DISCIPLINARY ACTION~~

~~14.7.1 If unlawful discrimination, harassment or retaliation is determined to have occurred, the Designated Official should take prompt and effective remedial action against the actor. The action should be commensurate with the severity of the offense, up to and including termination of employment.~~

~~14.7.2 RETALIATION~~

~~Retaliation in any manner against a person for filing or initiating in good faith a charge or complaint of discrimination or harassment, testifying in an investigation, providing information or assisting in an investigation is expressly prohibited and subject to disciplinary action up to and including termination. The supervisor, department Director and Designated Official should take reasonable steps to protect the victim and other potential victims from further harassment or related consequences.~~

~~Section 14.8 CONFIDENTIALITY~~

~~Confidentiality should be maintained to the fullest extent possible in accordance with applicable federal, state and local law. However, a complete and thorough investigation of the allegations will require the investigator to inform witnesses of certain aspects of the complaint in order to obtain an accurate account of the actions of the parties involved. The City's insurer may also be engaged to assist in all phases of any proceeding or investigation.~~

~~Section 14.9 — FALSE COMPLAINTS~~

~~Discipline will result, up to and including termination, when it is conclusively determined that an employee made a complaint of discrimination, harassment or retaliation knowing it to be false and/or knowingly participated in the falsehood. This section is not intended to discourage employees from making complaints regarding unlawful employment based behavior. An employee will not be disciplined for reporting actual behavior that in good faith the employee believed was unlawful employment based behavior. However, false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated.~~

CHAPTER 15. SEPARATION FROM EMPLOYMENT

Section 15.1 REDUCTIONS IN FORCE (RIF)

- 15.1.1 When financial circumstances or changes of workload require, the City may reduce forces in such manner as it deems necessary to maintain the effective functioning of the City services. Employee assignments may be affected by reductions in force made due to economic conditions or to changes in staffing and work needs. The Mayor, in conjunction with the City Council may make any changes in the work force or assignment of resources deemed to be in the City's best interests.
- 15.1.2 Employees who are separated from employment for RIF, who are re-hired, shall be entitled to credited time for years of service with the City for purposes of calculation of benefits.

Section 15.2 RETURNING TO EMPLOYMENT

An employee who voluntarily terminates his/her employment with the City, and then is re-hired by the City shall not receive:

- 15.2.1 Credit for years of service with the City for purposes of calculation of benefits; and
- 15.2.2 Credit for Sick Leave that was forfeited at the time of separation of employment.

CHAPTER 16. COBRA BENEFITS

Employees who currently receive medical benefits and who resign or are terminated from his/her employment may be eligible to continue those medical benefits for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employees with questions regarding the right to continue health coverage after termination of his/her employment should contact the Human Resources ~~Officer~~Director.

CHAPTER 17. RESIGNATION POLICY

- Section 17.1 Written and oral resignations are effective upon receipt by a ~~supervisor~~ Director or Elected Official. Oral resignations should be documented by the ~~supervisor-Director~~ after consultation with the Mayor ~~or department Director~~. Evidence of the accepted written or oral resignation should be provided to the employee and placed in the employee's personnel file.
- Section 17.2 Employees who have an unexcused or unauthorized absence of three (3) working days or more may be considered to have resigned through abandonment of his/her position. If an employee's words or actions indicate an intent to resign, including having an unexcused or unauthorized absence of three (3) or more working days, the City will consider the employee as having resigned and immediately notify him/her of such.

CHAPTER 18. AMENDMENTS

R06-2018 Section 10.1.1C

R18-2018 Sections 11.13 and 12.1

ORIGINALLY ADOPTED by the City Council on the 19th day of January, 2016.

Joe L. Stear, Kuna Mayor

Attest: Chris Engels
-Kuna City Clerk

APPENDIX A- EMPLOYEE ACKNOWLEDGMENT

ACKNOWLEDGMENT OF RECEIPT OF THE CITY OF KUNA PERSONNEL POLICY MANUAL

I, _____ acknowledge receipt of the Kuna Personnel Policy, originally adopted on January 19, 2016 ~~and revised on November 6, 2019~~.

- I understand that it is my responsibility to read and review this Policy.
- I understand that I am an at-will employee of the City, that this Policy is not an employment contract, that none of the provisions of this Policy can create a contract and that the Policy is not a guarantee of any particular length or term of employment.
- I understand that I am obligated to perform my duties of employment in conformance with the provisions of this Personnel Policy Manual and any additional rules, regulations, policies or procedures imposed by the office/department in which I work whether or not I choose to read the new Policy.
- I understand that this Policy may be modified without prior notice to me.
- I understand that should this Policy be modified that I will be provided with a copy of the modifications.
- I understand that this Policy may be provided to me in either paper format or by electronic access.

DATED this _____ day of _____, 20____.

(employee)

I, _____, provided a copy (either electronically or by paper) of the City of Kuna City Personnel Policy on this _____ day of _____, 20____.

(Name - Title - Office/department)

APPENDIX B- ADOPTED CITY POLICIES

**RESOLUTION NO. R94-2019
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SERVICES AGREEMENT WITH CMIT SOLUTIONS OF BOISE FOR INFORMATION TECHNOLOGY SERVICES; DIRECTING THE EXPENDITURE OF FUNDS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Kuna, Idaho solicited and thereafter received proposals from several informational technology companies to provide the City's information technology services; and

WHEREAS, the City of Kuna has determined that CMIT Solutions of Boise can best provide for the information technology services for the City; and

WHEREAS, no additional expense will be incurred. CMIT Solutions of Boise will perform the contract at the same cost as budgeted.

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

Section 1. The Managed Services Agreement with CMIT Solutions of Boise, for information technology services in substantially the format as attached hereto as "**EXHIBIT A**", is hereby approved.

Section 2. Council directs the expenditure of available funds.

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of December, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of December, 2019.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

SERVICES AGREEMENT

This Services Agreement ("Agreement") made between CMIT Solutions of Boise located at 289 SW 5th Ave, Meridian, ID 83642 ("Service Provider"), and City of Kuna with principal offices at 751 W 4th St, Kuna ID 83634 ("Customer") is effective 12/1/19.

The parties agree as follows:

- (a) **Services.** Service Provider agrees to provide Customer with information technology on an as-requested basis at the current prevailing rate as of the time of service, as per **Schedule B – Pricing and Services**.
- (b) **Term and Termination.** The Term of this Agreement shall continue in perpetuity on the execution of this Agreement unless terminated in accordance with this agreement. This Agreement may be terminated immediately by either party with written notice. Upon termination of this Agreement, Customer will be liable for all charges incurred as of the date of termination. Section "e" **No Solicitation of Employees**, shall survive termination of this Agreement.
- (c) **Fees and Taxes.** Service Provider will charge Customer for hourly services as per our current published standard rates at the time of service. Amounts payable by Customer hereunder do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries. Customer will pay all such taxes or tariffs.
- (d) **Penalties for Late Payment.** Customer acknowledges that invoices are due upon receipt and a late fee will be assessed at 2% per month, 24% per year for all invoices received over 15 days from the due date of invoice, or the maximum rate allowed under state and federal law, whichever is greater. A fee of \$25.00 will be added to the balance due for payments which are returned due to insufficient funds.
- (e) **No Solicitation of Employees.** During the term of this Agreement and for a period of one (1) year thereafter, each party to this Agreement will not, without the prior written approval of the other party, solicit for employment any employee(s) of the other party or directly or indirectly induce any such employee to terminate his or her employment with the other party. The exception is if both parties agree in writing and payment of a finder's fee of \$20,000.00 per employee is owed by the hiring party.
- (f) **DISCLAIMERS.** Although Service Provider uses the DBA "CMIT Solutions of Boise", it is a separate legal entity from CMIT Solutions, LLC. ("CMIT"). CMIT has no obligations whatsoever to Customer and Customer's sole recourse under this Agreement, or in any respect related to the Services, is with Service Provider.
- (g) **Services and Deliverable** are provided strictly "as is". Neither service provider nor CMIT makes any additional warranties expressed or implied. Service provider does not warrant that the services or any deliverables will be uninterrupted or error-free, or that all errors will be corrected. If pre-production (e.g. alpha or beta) releases of software are provided to customer, such copies are provided "as is" without warranty of any kind. Service provider and CMIT are not liable for any indirect, special, punitive, exemplary, or consequential damages of any kind.
- (h) **Service Provider's Liability** to Customer on account of any acts or omissions relating to this agreement shall be limited to proven direct damages in an aggregate amount not to exceed the lesser of \$1,000 or the amounts paid by customer for any services during the three month period preceding the incident given rise to the claim for damages.
- (i) **Force Majeure.** With the exception of Customer payment for services rendered, neither party shall be responsible for any failure to perform nor any delay caused where such failure or delay is due to circumstances reasonably beyond the party's control.
- (j) **Confidentiality.** The parties shall hold all confidential information in confidence for one year after termination of this Agreement, restrict disclosure of such information solely to its employees with a business need to know such information, and use a degree of care no less than the degree of care as it uses for its own proprietary information to prevent the unauthorized disclosure, use or publication of such proprietary information.

ACCEPTANCE

CMIT Solutions of Boise



12/1/2019

City of Kuna

12/1/2019

SCHEDULE A

CONTACT INFORMATION (Customer)

Customer Information

Company:	<u>City of Kuna</u>
Billing Contact Name:	<u>Jared Empey</u>
Billing Contact Phone:	<u>208-387-7722</u>
Billing Contact Email:	<u>jempey@kunaid.gov</u>
Address of Customer Facilities(s):	<u>751 W 4th St</u>
City, State Zip	<u>Kuna ID 83634</u>
Primary Customer Contacts	<u>Jared Empey, Dean Waltman, Mike Borzick, Bob Bachman</u>
Primary Contact Phone	<u>208-387-7722</u>
Primary Contact Email	<u>jempey@kunaid.gov</u>

SCHEDULE B – PRICING AND SERVICES

Standard Pricing as of 01/01/2019

Standard Hours

On-Site Services Fee (1 hr. minimum, then 1/2 hr. increments)~~\$125.00~~ \$95.00

After Hours

On-Site Services Fee (1 hr. minimum, then 1/2 hr. increments)~~\$150.00~~ 125.00

Holidays

On-Site Services Fee (1 hr. minimum, then 1/2 hr. increments)~~\$150.00~~ 125.00

Consulting Services

On-Site Consulting Fee (1 hr. minimum, then 1/2 hr. increments)~~\$150.00~~ 120.00

Hardware

Quoted upon request. Payment required in full prior to order.

Timeliness and Critical Services

CMIT Solutions values all of our customers and we endeavor to respond to all customers in a timely manner. However, due to the contractual relationships with other customers, our Break-Fix clients may experience wait times in excess of their normal expectations, as we service our CMIT Marathon contract customers with preference before servicing Break-Fix customers. Please let us know if you want to become a CMIT Marathon customer.

**SCHEDULE B – PRICING AND SERVICES
(Continued)**

MARATHON SERVICES INCLUDED	
Preventive Maintenance & Management of all PCs and Servers	✓
Virus Protection for Servers and PC based Workstations <ul style="list-style-type: none"> • Daily Antivirus Signature Monitoring • Spyware Detection and Removal • DNS Web filtering and protection 	✓
24x7 Network Workstation and Server Monitoring	✓
Complete Network & Firewall Management	✓
Remote Access Management – VPN	✓
Daily Data Backup (local and offsite) Monitoring (see below)	✓
Complete Documentation of IT Infrastructure (IT Glue)	✓
Quarterly Review and Planning Meetings & Asset Management with Key Management	✓
Technology Advice & IT Roadmap Management <ul style="list-style-type: none"> • Includes all Planning, Procurement, and Budgeting 	✓
Emergency /Support <u>call-back</u> response time	1 hour
Emergency /Support <u>onsite</u> response time	2 hour
Normal onsite support response time – business hours	4 hour
Reduced Professional Services Hourly Rate from \$125 to \$95 <i>(For all future projects & support labor)</i>	\$95

Price Proposal

Service Description
<p>CMIT Marathon services for <u>40</u> PC's/laptops</p> <ul style="list-style-type: none"> ✓ Includes all Services listed above ✓ All part-time employees and contractors who use the company systems will be supported <ul style="list-style-type: none"> ○ <i>Addition or subtraction to/from workstation count adjusted quarterly</i> ✓ Marathon installed on all workstations ✓ Desktop tune up and optimization – <i>40 hr. est.</i> ✓ Documentation

Service Description
<p>CMIT Marathon Preferred Service Care for <u>4</u> Physical/Virtual Servers</p> <ul style="list-style-type: none"> ✓ Includes all Services listed above ✓ Marathon installed on all servers ✓ Server tune up and optimization – 8 hr. est. ✓ Documentation
<p>CMIT Guardian Services - Backups</p> <ul style="list-style-type: none"> ✓ Local backups to BDR device is setup to run hourly during business hours and once on weekends ✓ Cloud backups run once a day (nightly) ✓ Snapshot verification of the backup each night ✓ Ransomware scanning of each backup for your protection ✓ <u>Hybrid virtualization</u> to get you back up and running in minutes if server hardware fails ✓ 1 Year of storage of your data/backups in the cloud ✓ 1 year commitment to this service ✓ Almost instant file recovery time

Service Fees	One-time Fees	Monthly Fees
Discounted Pricing:	\$2,400	\$1,875
Added Services included at no charge: <ul style="list-style-type: none"> • 8 hours of On-site Tech Support (2 hours per week) • All Remote Support 		
Professional Help Desk (USA based) 40 Employees	--	+ \$400
Unlimited Remote and On-site Support	--	+ \$1,100
Total Fees	\$2,400	\$3,375



City of Kuna

Staff Memo

Findings of Fact and Conclusions of Law

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

To: **Kuna City Council**

Case Number: 19-03-TE (Time Extension) – Rising Sun Estates

Location: 2067 E. Kuna Road, Kuna, ID 83634

Planner: Doug Hanson, Planner I

Meeting Date: November 19, 2019
Findings: December 3, 2019

Owner: Dennis and Susan Hournay
PO Box 122
Freedom, WY 83120

Applicant: Steve Arnold
A Team Land Consultants
1785 S. Whisper Cove Ave.
Boise, ID 83709

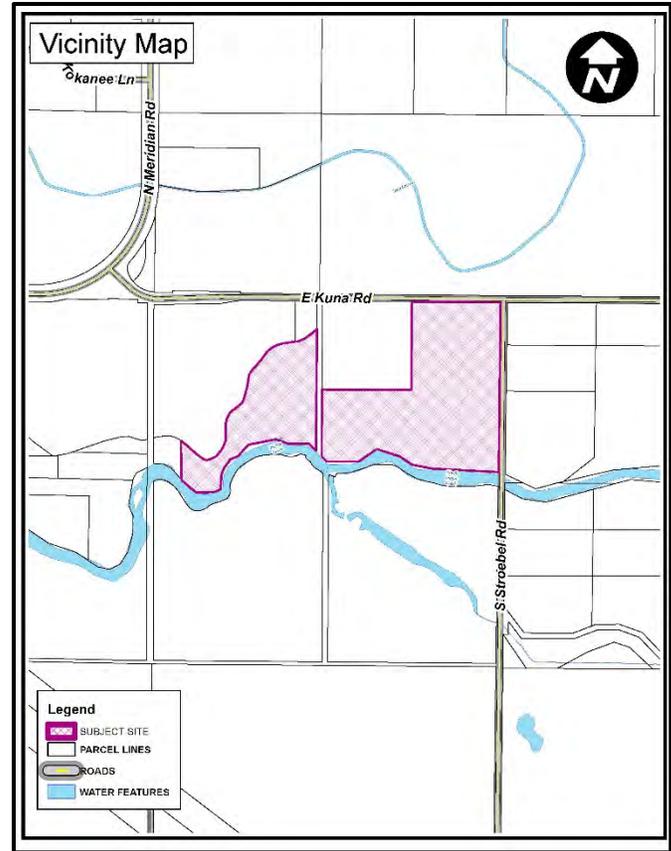


Table of Contents:

- A. Course Proceedings
- B. General Project Facts
- C. Staff Analysis
- D. Applicable Standards
- E. Council’s Order of Decision

A. Course Proceedings:

1. A time extension is designated in Kuna City Code (KCC) 1-14-3, as a public meeting with City Council as the decision-making body. As a public meeting, this application does not require public notices as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the Council is outline in KCC 1-14-3 and have been adhered to.

B. General Project Facts:

1. A Team Land Consultants is requesting time extension approval for Rising Sun Estates Subdivision Preliminary Plat (Ada County Assessor Parcel No. R0615250650).

C. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks time extension approval Rising Sun Estates Preliminary Plat.
2. The approved preliminary plat includes phasing. If the time extension is granted, the time schedule for all remaining phases will be reset.
3. An approved preliminary plat time extension shall be valid for two (2) years from the date of approval of the findings of fact and conclusions of law of the extension by City Council.
4. The City Council is under no obligation to grant a time extension. In approving or denying the request for time extension, the City Council may add additional conditions to its approval of the request for time extension.

D. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

E. Council's Order of Decision:

Based on the facts outlined in staff's report and testimony presented at the public meeting, the City Council of Kuna, Idaho, hereby *approve* Case No. *19-03-TE*, a preliminary plat time extension request from B&A Engineers, Inc. for Rising Sun Estates Subdivision.



City of Kuna
Kuna City Council
Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No. 19-03-TE (Time Extension) including the Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *approves* the Findings of Fact and Conclusions of Law for Case Nos. 19-03-TE, a preliminary plat time extension request from A Team Land Consultants for Rising Sun Estates Subdivision.

If the City Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

1. *Based on the evidence contained in Case No. 19-03-TE, this proposal does generally comply with Kuna City Code.*

Finding: *The applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

2. *The contents of the time extension application does contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.*

Finding: *Review by Staff of the proposed preliminary plat confirms all requirements listed in KCC 6-2-3 were provided.*

3. *The applicant has requested a preliminary plat time extension at least sixty days prior to the expiration of the two-year approval period of the approved preliminary plat.*

Finding: *The Rising Sun Estates Subdivision Preliminary Plat was approved by City Council on November 28, 2017. Based on the two (2) year approval timeline, the Preliminary Plat for Rising Sun Estates Subdivision is set to expire on November 28, 2019. Staff confirms that the applicants request for Preliminary Plat time extension was filed with the Planning and Zoning Department prior to the sixty (60) day deadline.*

DATED this 19th day of November, 2019.

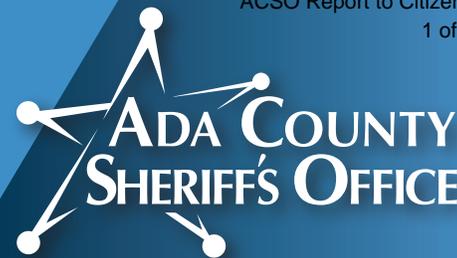
Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

A Report to Our Citizens

FISCAL YEAR 2018



The Ada County Sheriff's Office (ACSO) has many roles and responsibilities within Ada County's public safety and criminal justice system. From emergency dispatching to policing, traditional jail services to alternative sentencing programs like work release and community service, or inmate management programs like pretrial and misdemeanor probation, the ACSO is involved nearly every step of the way. Whether a citizen calls 911 during an emergency, gets help from a deputy on patrol, or just needs to renew a driver's license, the ACSO is privileged to provide distinguishable service.

Expansion of the Ada County Jail Staff

Ada County's population is growing at an incredible rate — a phenomenon reflected by the growth of the Ada County Jail population.

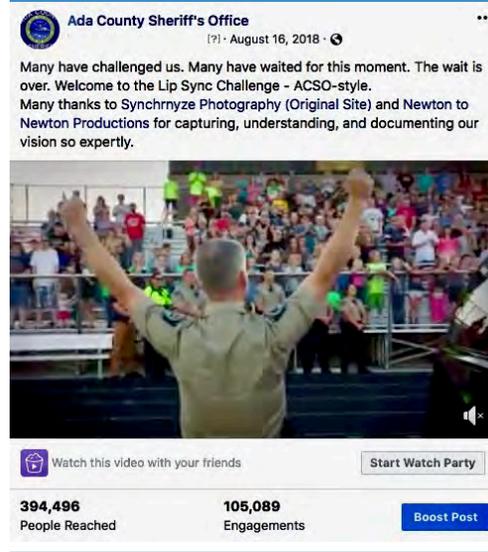
We've been conservative on adding new personnel over the last decade, even as the daily inmate counts push us up against our capacity of 1,116 pretty much every day. In 2018 the Ada County Board of Commissioners approved the addition of 38 new employees across the agency — including 11 new jail deputies, two new jail sergeants, eight registered nurses for the jail booking area, a nursing supervisor, and four deputies to our inmate transport team. These additions are incredibly important to ensure the Ada County Jail remains a secure, clean, and safe environment — and a model for other jails across the country.



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Managing Our Business	3
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Lip Sync Challenge



While it may be eventually forgotten in the annals of history, the "Lip Sync Challenge" was a huge deal for law enforcement agencies across the U.S. in the summer of 2018. By the time it was over, hundreds of public safety agencies challenged each other to post videos. After much thought, we decided to do it, but only if the focus was outward — on the communities we serve. We invited citizens to Kuna High School on a hot July night to celebrate with us. Families also joined us at the ACSO and at a park in Star. What resulted was our most-viewed social media post — and likely our most effective community outreach project ever.

Service Area Info

	2014	2015	2016	2017	2018
Ada County population	421,920	438,660	442,850	454,400	470,930
911 calls dispatched	122,000	139,162	138,482	137,229	136,447
ACSO police jurisdiction population	107,800	111,630	113,110	115,680	120,350
Citizen calls for service	21,713	22,389	22,285	24,001	26,985
Ada County Jail average daily population	865	857	905	999	1,050
Misdemeanor probation average daily client count	2,084	2,019	1,624	1,426	1,407

Measures That Matter

	FY14	FY15	FY16	FY17	FY18	Target	Met?
% of 911 calls answered in 10 seconds	93%	90%	84%	74%	75%	≥90%	X
Average patrol response time to critical emergencies (min:sec)	5:05	4:19	4:24	5:12	5:38	≤5 min	X
Traffic crashes in ACSO jurisdiction	1,033	1,235	1,060	1,190	1,016	≤last year	√
Inmate-on-inmate physical violence (# incidents per 10,000 inmate days)	3.7	3.2	3.2	6.9	5.5	≤2.5	X
Erroneous releases from jail custody (# erroneous per 10,000 releases)	3.3	3.2	9.7	4.3	8.7	≤2.5	X
Recidivism reduction for jail programs graduates vs. general inmates	17%	10%	9%	xx*	6%	≥6%	X
* % of inmates serving jail time who are rearrested in 1yr of release not measurable due to new jail software							
Retention of new employees at 9 months	87%	85%	89%	89%	89%	near 85%	√
Average service time for civil documents:							
Personal service (days)	8.2	7.6	8.1	11.4	9.6	≤10	√
Mail service (days)	1.1	1.2	0.8	5.3	5.7	≤2	X
Average customer wait time for driver's licensing (min:sec)	8:22	22:10	24:04	33:46	42:38	≤10 min	X



Revenue by Source	FY2016	FY2017	FY2018
Charges for services	\$150,578	\$170,543	\$196,074
Grants	\$249,671	\$67,017	\$274,376
Non business licenses	\$942,359	\$949,689	\$861,093
Miscellaneous*	\$980,505	\$786,467	\$866,771
Fees	\$3,812,794	\$3,280,456	\$3,375,743
Contracts	\$8,663,706	\$10,261,629	\$10,559,390
County property taxes	\$48,528,382	\$47,845,726	\$51,010,462
TOTAL	\$63,327,995	\$63,361,527	\$67,143,909

*Miscellaneous sources include sales revenue, reimbursements, fines and forfeitures

Expenditures by Area

Police
28%

Jail
36%

Dispatch
8%

Court
11%

Administrative
17%

Crimes per thousand residents



% of crimes solved



■ % of crimes solved — Idaho clearance rate

Managing Our Business

Leadership in Police Organizations Class

One of the ways we work to ensure Ada County stays a safe place to live, work, and play is by continually developing leaders at all levels of the organization. That's why we were thrilled to be able to have 36 employees go through the International Association of Chiefs of Police's Leadership in Police Organizations (LPO) class. Of those employees, 20 were sworn deputies (from patrol or the jail at the lieutenant level or lower) and 16 were civilians who work in areas like finance, court services, human resources, jail health services, information technology, emergency dispatch, and records. The intensive training lasted for three weeks and concentrated on four areas of leadership: individual, group, manager, and organizational.



MISSION
We make safer places for you to live, work and play.

VISION
The Ada County Sheriff's Office will be the agency of choice for criminal justice services.

Driver's License

Ada County's growing population means more people than ever have to get or renew their driver's license. So when the State of Idaho installed a new software system in August that didn't work right away, it caused massive delays and long lines — and some citizens to be very angry. Our dynamic and dedicated staff decided they were going to do whatever they could to overcome the challenges. So we expanded hours of operation, opening earlier and closing later each day; created an online scheduling system that allows people to schedule an appointment and move to the front of the line; hired as many people as possible to operate as many of the 21 customer stations as possible; and worked closely with the state to troubleshoot the system and create solutions to software and process problems — all while dealing with understandably frustrated customers. By the end of the year, the average wait time was less than 30 minutes. That was only possible because of our staff's dedication to problem solving and dynamic approach to customer service.



Moving Forward



Implicit Bias Training

When the ACSO began working with the MacArthur Foundation’s Safety and Justice Challenge in 2014, one of our shared priorities was to promote social justice. We were able to train three employees — Data Analytics Manager Chris Saunders, Patrol Sergeant Ryan Wilke, and Emergency 911 Dispatcher Jeff Austin — to teach Ada County employees how to recognize implicit bias and give those employees tools on how to keep biases from interfering with how we treat our citizens. That trio has trained most of our patrol and jail deputies, support staff at the Sheriff’s Office, and dozens of Ada County civilian employees as well as new recruits from all over the state for Idaho’s Peace Officer Standards and Training Academy.

Jail Academies

A few years ago, we asked Idaho’s Peace Office Standards and Training Academy if we could run our own jail deputy academy, since we have the best experts and teachers in the state and the largest and most secure jail facility. With the cost savings for doing the training in-house we are able to add two weeks to the curriculum while training our new deputies in the facility they will work in.

We were able to train and graduate 21 new jail deputies as part of three different classes in 2018. It’s been so successful that we’re expanding our program and will host our first homegrown patrol deputy academy in 2019. Our partnership with POST remains as strong as ever, and our new deputies are more prepared than ever.



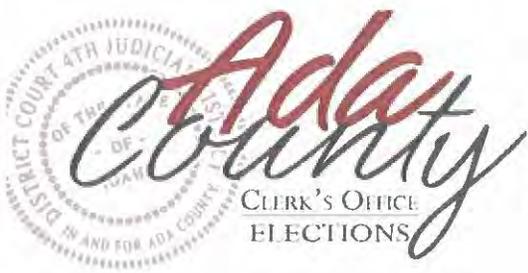
Have ideas for this report? Suggestions for other measures we should include? Tell us how we’re doing at www.adasheriff.org/feedback

7200 Barrister Drive
Boise ID 83704
208.577.3000

www.adasheriff.org



follow us!



Phil McGrane, JD, MPA
 Clerk of the District Court

Trent Tripple
 Chief Deputy

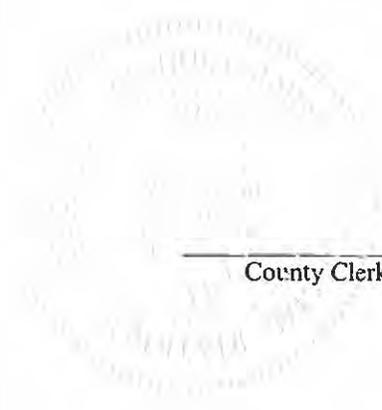
400 N. Benjamin Ln., Ste 100, Boise, Idaho 83704

Phone (208) 287-6860

Fax (208) 287-6939

STATE OF IDAHO }
 County of Ada } ss.

I, Phil McGrane, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates as they appeared on the election ballot on November 5, 2019 for KUNA CITY as shown by the record of the Board of Canvassers filed in my office this 12th day of November 2019.

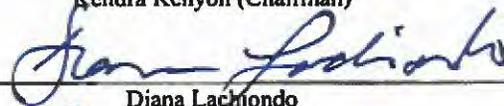
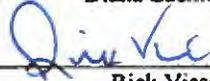


 County Clerk

A handwritten signature in blue ink, consisting of stylized initials, is written over a horizontal line.

STATE OF IDAHO }
County of Ada } ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county at the KUNA CITY CANDIDATE ELECTION, held November 5, 2019 as shown by the records now on file in the County Clerk's Office.


Kendra Kenyon (Chairman)

Diana Lachondo

Rick Visser
County Board of Canvassers

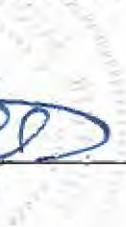


ATTEST: 
Clerk

STATE OF IDAHO }
County of Ada } ss.

I, Phil McGrane, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes cast as shown by the record of the Board of Canvassers filed in my office this 12th day of November, 2019.


County Clerk





ADA COUNTY, IDAHO
November 2019
Consolidated Election
11/05/2019

Unofficial Results

Run time : 12:03:03 PM

Run Date: 11/6/2019

Page 1 of 1

Unofficial Results

Registered Voters

1,266 of 9,346 = 13.5%

Precincts Reporting 9 of 9=100.0%

KUNA CITY MAYOR

	Total Votes		Absentee Voting		Early Voting		Election Day Voting	
Joe Stear	1,166	100.0%	54	100.0%	111	100.0%	1,001	100.0%
Votes Cast:	1,166		54		111		1,001	

KUNA CITY COUNCIL

	Total Votes		Absentee Voting		Early Voting		Election Day Voting	
Chris Bruce	548	23.8%	19	16.2%	31	13.5%	498	25.5%
Briana Buban-Vonder Ha:	564	24.5%	35	29.9%	70	30.4%	459	23.5%
Mikey Losh	181	7.9%	7	6.0%	16	7.0%	158	8.1%
Ramona Martin	392	17.1%	16	13.7%	46	20.0%	330	16.9%
Greg McPherson	614	26.7%	40	34.2%	67	29.1%	507	26.0%
Votes Cast:	2,299		117		230		1,952	

CITY OF KUNA
 COMBINED CASH INVESTMENT
 SEPTEMBER 30, 2019

COMBINED CASH ACCOUNTS

99-1002	CASH IN BANK /BOT CASCADES	.00
99-1004	CASH-US BANK	.00
99-1010	CASH CLEARING	.00
99-1020	CASH-BOTC-STATE POOL MMKT 2021	.00
99-1021	CASH-BOTC-LID MMKT 2048	.00
99-1030	CASH-LGIP ACCOUNT	7,019,807.11
99-1040	CASH - US BANK GENERAL CKNG	1,427,941.89
99-1041	CASH - US BANK PAYROLL CKNG	(34,799.32)
99-1042	CASH - LGIP PARK IMPACT FEES	991,014.71
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	43,593.56
99-1044	CASH-LGIP AGENCY FUND	1,610,146.83
99-1045	CERTIFICATE OF DEPOSIT ICCU	15,000,025.00
99-1070	RETURNED CHECK CLEARING	.00
99-1075	UTILITY CASH CLEARING	.00
	TOTAL COMBINED CASH	26,057,729.78
99-2000	ACCOUNTS PAYABLE	.00
99-1000	CASH ALLOCATED TO OTHER FUNDS	(26,057,729.78)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	3,623,601.84
3	ALLOCATION TO GRANT FUND	5,665.26
5	ALLOCATION TO LATE COMERS FEE FUND	2,246,582.77
6	ALLOCATION TO JUVENILE JUSTICE FUND	.00
19	ALLOCATION TO WELL MITIGATION FUND	.00
20	ALLOCATION TO WATER FUND	8,473,779.41
21	ALLOCATION TO SEWER FUND	4,796,645.56
22	ALLOCATION TO LID #2006-1 WWTP FUND	.00
25	ALLOCATION TO PRESSURE IRRIGATION FUND	3,742,128.61
26	ALLOCATION TO SOLID WASTE FUND	96,388.92
30	ALLOCATION TO AGENCY FUND	1,610,146.83
40	ALLOCATION TO GOVERNMENTAL CAP. PROJ. FUND	338,791.24
50	ALLOCATION TO PARK IMPACT FEE/CAP PROJ FUND	1,111,274.71
51	ALLOCATION TO POLICE IMPACT FEE FUND	12,731.24
	TOTAL ALLOCATIONS TO OTHER FUNDS	26,057,736.39
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(26,057,729.78)

ZERO PROOF IF ALLOCATIONS BALANCE 6.61

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
GENERAL FUND					
01-4000	STATE LIQUOR DISTRIBUTION	205,624.00	177,760.00	27,864.00	115.7%
01-4001	SALES TAX REVENUE SHARE-STATE	858,038.72	703,633.00	154,405.72	121.9%
01-4100	PROPERTY TAX REVENUE	2,760,028.98	2,653,922.00	106,106.98	104.0%
01-4110	PROPERTY TAX INTEREST & PENALT	3,985.74	2,832.00	1,153.74	140.7%
01-4120	SALES TAX REVENUE SHARE-COUNTY	351,287.56	249,206.00	102,081.56	141.0%
01-4130	COUNTY FINE DISTRIBUTION	10,527.49	9,037.00	1,490.49	116.5%
01-4155	ADMINISTRATION SERVICES	342,535.39	132,639.00	209,896.39	258.2%
01-4161	DISCOUNTS TAKEN	.00	.00	.00	.00
01-4170	FRANCHISE FEES	330,543.77	317,560.00	12,983.77	104.1%
01-4173	INTEREST REVENUE	82,172.12	3,904.00	78,268.12	2104.8%
01-4180	LICENSES / BUSINESS	4,272.00	3,411.00	861.00	125.2%
01-4181	LICENSES / LIQUOR	5,625.00	6,344.00	-719.00	88.7%
01-4182	LICENSES / BEER	3,000.00	2,490.00	510.00	120.5%
01-4183	LICENSES / WINE	2,250.00	2,078.00	172.00	108.3%
01-4184	LICENSES / DOGS	11,881.75	7,373.00	4,508.75	161.2%
01-4185	MISCELLANEOUS INCOME	55,749.11	1,300.00	54,449.11	4288.4%
01-4190	PERMITS / CATERING	670.00	240.00	430.00	279.2%
01-4193	PERMITS / VENDORS	1,050.00	1,443.00	-393.00	72.8%
01-4195	RENTAL INCOME	17,077.00	11,046.00	6,031.00	154.6%
01-4197	RV DUMP REVENUE	4,112.84	1,685.00	2,427.84	244.1%
01-4358	DEVELOPMENT SUPPORT SERVICES	45,440.00	4,476.00	40,964.00	1015.2%
01-4360	BUILDING PERMITS	1,010,733.27	640,890.00	369,843.27	157.7%
01-4361	PLUMBING PERMITS	205,795.04	130,627.00	75,168.04	157.5%
01-4362	ELECTRICAL PERMITS	227,462.30	141,453.00	86,009.30	160.8%
01-4391	IRES CHECK FEES	17,925.00	9,833.00	8,092.00	182.3%
01-4392	MECHANICAL PERMITS	117,952.60	81,862.00	36,090.60	144.1%
01-4900	TRANSFERS IN	244,681.73	.00	244,681.73	.00
01-4950	CARRY OVER	.00	1,968,028.00	-1,968,028.00	.00
Total Revenue:		6,920,421.41	7,265,072.00	-344,650.59	95.3%
01-5000	SAL. & WAGES-ELECTED OFFICIALS	97,416.74	92,925.00	4,491.74	104.8%
01-5005	SALARIES & WAGES - STAFF	1,161,597.56	1,214,574.00	-52,976.44	95.6%
01-5009	SALARIES & WAGES - SEASONAL	41,162.02	57,121.00	-15,958.98	72.1%
01-5800	OASDI - EMPLOYER	78,575.33	84,606.00	-6,030.67	92.9%
01-5810	MEDICARE - EMPLOYER	18,376.85	19,787.00	-1,410.15	92.9%
01-5820	GROUP MEDICAL INSURANCE	171,561.65	163,146.00	8,415.65	105.2%

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
01-5830	GROUP LIFE INSURANCE	837.93	927.00	-89.07	90.4%
01-5840	PERSI EMPLOYER 401(a)	145,473.51	151,713.00	-6,239.49	95.9%
01-5850	WORKERS' COMPENSATION INS.	18,379.34	23,029.00	-4,649.66	79.8%
01-5860	GROUP DENTAL/VISION INSURANCE	16,879.66	15,183.00	1,696.66	111.2%
01-6000	LAW ENFORCEMENT SERVICES	2,206,149.35	2,206,149.00	.35	100.0%
01-6005	ANIMAL CONTROL SERVICES	70,278.06	70,250.00	28.06	100.0%
01-6020	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
01-6025	JANITORIAL	13,909.08	10,852.00	3,057.08	128.2%
01-6027	CODE ABATEMENT EXPENSE	.00	750.00	-750.00	.00
01-6045	CONTINGENCY	165,966.25	1,678,240.00	-1,512,273.75	9.9%
01-6052	CONTRACT SERVICES	22,649.80	24,591.00	-1,941.20	92.1%
01-6070	DONATIONS EXPENSE	25,534.93	25,848.00	-313.07	98.8%
01-6075	DUES & MEMBERSHIPS	44,078.12	49,644.00	-5,565.88	88.8%
01-6085	ELECTION EXPENSES	.00	750.00	-750.00	.00
01-6125	LEGAL PUBLICATIONS	13,512.22	12,600.00	912.22	107.2%
01-6130	LIABILITY & PROPERTY INSURANCE	30,357.58	30,359.00	-1.42	100.0%
01-6140	MAINT. & REPAIR BUILDING	5,858.28	25,400.00	-19,541.72	23.1%
01-6142	MAINT. & REPAIR - EQUIPMENT	24,641.34	27,882.00	-3,240.66	88.4%
01-6150	MAINTENANCE & REPAIRS - SYSTEM	56,992.79	61,700.00	-4,707.21	92.4%
01-6155	MEETINGS/COMMITTEES	10,491.66	17,751.00	-7,259.34	59.1%
01-6160	MISCELLANEOUS EXPENSES	57.82	.00	57.82	.00
01-6165	OFFICE SUPPLIES	17,440.87	16,914.00	526.87	103.1%
01-6166	PP&E PURCHASES - OPERATIONS	.00	.00	.00	.00
01-6175	SMALL TOOLS	22,774.76	23,595.00	-820.24	96.5%
01-6188	SIGNAGE	300.00	3,450.00	-3,150.00	8.7%
01-6190	POSTAGE & BILLING	14,398.78	12,751.00	1,647.78	112.9%
01-6202	PROFESSIONAL SERVICES	372,511.14	200,845.00	171,666.14	185.5%
01-6203	PROSECUTORIAL SERVICES	55,570.00	55,570.00	.00	100.0%
01-6211	RENT-BUILDINGS & LAND	2,082.00	2,082.00	.00	100.0%
01-6212	RENT-EQUIPMENT	25,436.46	8,510.00	16,926.46	298.9%
01-6230	SAFETY TRAINING & EQUIPMENT	1,352.14	2,800.00	-1,447.86	48.3%
01-6255	TELEPHONE	18,603.30	16,109.00	2,494.30	115.5%
01-6265	TRAINING & SCHOOLING	14,308.84	19,177.00	-4,868.16	74.6%
01-6270	TRAVEL	3,560.09	5,245.00	-1,684.91	67.9%
01-6280	UNEMPLOYMENT EXPENSES	6,375.60	6,087.00	288.60	104.7%
01-6285	UNIFORMS	2,221.30	2,250.00	-28.70	98.7%
01-6290	UTILITIES	112,415.74	136,869.00	-24,453.26	82.1%
01-6300	FUEL	16,398.38	19,115.00	-2,716.62	85.8%
01-6305	VEHICLE MAINTENANCE & REPAIRS	4,438.37	6,350.00	-1,911.63	69.9%

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
01-6400	TRANSFERS OUT	636,500.00	631,500.00	5,000.00	100.8%
01-6500	CASH OVER/SHORT	-6.70	12,788.00	-12,794.70	-0.1%
01-6505	BANK FEES	27,490.67	17,288.00	10,202.67	159.0%
Total Expenditure:		5,794,909.61	7,265,072.00	-1,470,162.39	79.8%
Net Total GENERAL FUND:		1,125,511.80	.00	1,125,511.80	.00

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
GRANT FUND					
03-4173	INTEREST REVENUE	105.55	.00	105.55	.00
03-4200	GRANT REVENUE	.00	1,100,000.00	-1,100,000.00	.00
03-4201	REVENUE- ENERGY FOR GROWTH	3,000.00	.00	3,000.00	.00
03-4205	REVENUE-IDPCO ECONOMIC DEV.	.00	.00	.00	.00
03-4216	REV.- DOWNTOWN REVITALIZATION	536.62	.00	536.62	.00
03-4221	REVENUE-MOVIES IN THE PARK	1,270.00	.00	1,270.00	.00
03-4222	REVENUE-MAYOR'S TABLE EVENT	3,251.00	.00	3,251.00	.00
03-4225	REVENUE - ART SHOWS	11,360.74	.00	11,360.74	.00
03-4900	TRANSFERS IN	5,000.00	.00	5,000.00	.00
03-4950	CARRY OVER BALANCE	.00	114,216.00	-114,216.00	.00
Total Revenue:		24,523.91	1,214,216.00	-1,189,692.09	2.0%
03-6160	MISCELLANEOUS EXPENSES	3,000.00	.00	3,000.00	.00
03-6354	GRANT EXPENDITURES	.00	1,214,216.00	-1,214,216.00	.00
03-6355	EXPENDITURE-ENERGY FOR GROWTH	3,000.00	.00	3,000.00	.00
03-6368	EXPEND-KUNA POOL/FITNESS FAC.	.00	.00	.00	.00
03-6370	EXP. - DOWNTOWN REVITALIZATION	620.00	.00	620.00	.00
03-6374	EXP-HIGH FIVE YOUTH COUNCIL	.00	.00	.00	.00
03-6375	EXPENDITURE-MOVIES IN THE PAR	3,793.44	.00	3,793.44	.00
03-6376	EXPENDITURE-MAYOR'S TABLE	3,712.93	.00	3,712.93	.00
03-6379	EXPENDITURES - ART SHOWS	4,971.40	.00	4,971.40	.00
03-6381	EXP - DNTWN REVIT ART - TTV	.00	.00	.00	.00
Total Expenditure:		19,097.77	1,214,216.00	-1,195,118.23	1.6%
Net Total GRANT FUND:		5,426.14	.00	5,426.14	.00

City of Kuna

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Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
LATE COMERS FEE FUND					
05-4173	INTEREST REVENUE	46,101.43	400.00	45,701.43	11525.4%
05-4504	WATER MAIN CAPACITY FEE	979,746.45	350,000.00	629,746.45	279.9%
05-4604	SEWER MAIN CAPACITY FEE	682,051.46	250,000.00	432,051.46	272.8%
05-4704	PRESSURE IRRIG CAPACITY FEE	468,779.40	205,000.00	263,779.40	228.7%
05-4950	CARRY OVER BALANCE	.00	974,551.00	-974,551.00	.00
Total Revenue:		2,176,678.74	1,779,951.00	396,727.74	122.3%
05-6045	CONTINGENCY	.00	974,551.00	-974,551.00	.00
05-6160	MISCELLANEOUS EXPENDITURES	3.24	.00	3.24	.00
05-6305	WATER MAIN CAPACITY REIMBURSE	175,558.08	350,000.00	-174,441.92	50.2%
05-6306	SEWER MAIN CAPACITY REIMBURSE	259,163.45	250,000.00	9,163.45	103.7%
05-6307	PR IRR MAIN CAPACITY REIMBURSE	407,971.18	205,400.00	202,571.18	198.6%
Total Expenditure:		842,695.95	1,779,951.00	-937,255.05	47.3%
Net Total LATE COMERS FEE FUND:		1,333,982.79	.00	1,333,982.79	.00

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
WATER FUND					
20-4173	INTEREST REVENUE	168,337.98	4,719.00	163,618.98	3567.2%
20-4185	MISCELLANEOUS INCOME	97,805.36	99,907.00	-2,101.64	97.9%
20-4358	DEVELOPMENT SUPPORT SERVICES	1,864.00	4,000.00	-2,136.00	46.6%
20-4500	METERED WATER SALES	2,086,025.58	1,849,903.00	236,122.58	112.8%
20-4503	NEW METER	254,854.00	127,346.00	127,508.00	200.1%
20-4505	NEW SERVICE CONNECTION	894,300.40	440,024.00	454,276.40	203.2%
20-4507	WATER TOKEN SALES - BULK WATER	47,373.92	21,024.00	26,349.92	225.3%
20-4510	SERVICE RECONNECT FEES	17,368.13	22,500.00	-5,131.87	77.2%
20-4550	INSPECTIONS REVENUE	64,645.80	20,000.00	44,645.80	323.2%
20-4775	LATE PAYMENT FEE	37,793.21	34,000.00	3,793.21	111.2%
20-4900	TRANSFERS IN	.00	14,000.00	-14,000.00	.00
20-4950	CARRY OVER BALANCE	.00	5,407,215.00	-5,407,215.00	.00
Total Revenue:		3,670,368.38	8,044,638.00	-4,374,269.62	45.6%
20-5000	SAL. & WAGES-ELECTED OFFICIALS	4,385.02	4,130.00	255.02	106.2%
20-5005	SALARIES & WAGES - STAFF	538,837.40	583,745.00	-44,907.60	92.3%
20-5009	SALARIES & WAGES - SEASONAL	5,328.75	.00	5,328.75	.00
20-5795	OVERTIME SALARIES & WAGES	13,056.60	.00	13,056.60	.00
20-5800	OASDI - EMPLOYER	34,193.62	36,448.00	-2,254.38	93.8%
20-5810	MEDICARE - EMPLOYER	7,997.15	8,524.00	-526.85	93.8%
20-5820	GROUP MEDICAL INSURANCE	75,044.54	82,363.00	-7,318.46	91.1%
20-5830	GROUP LIFE INSURANCE	378.43	393.00	-14.57	96.3%
20-5840	PERSI EMPLOYER 401(a)	64,738.98	68,024.00	-3,285.02	95.2%
20-5850	WORKERS' COMPENSATION INS.	15,108.27	22,135.00	-7,026.73	68.3%
20-5860	GROUP DENTAL/VISION INSURANCE	7,203.67	7,805.00	-601.33	92.3%
20-6020	CAPITAL IMPROVEMENTS	337,503.17	2,500,000.00	-2,162,496.83	13.5%
20-6025	JANITORIAL	3,472.88	3,000.00	472.88	115.8%
20-6045	CONTINGENCY	42,397.38	3,838,543.00	-3,796,145.62	1.1%
20-6050	CONTRACT LABOR	.00	2,500.00	-2,500.00	.00
20-6052	CONTRACT SERVICES	10,418.18	19,828.00	-9,409.82	52.5%
20-6060	DEQ ASSESSMENT FEES	21,498.00	20,447.00	1,051.00	105.1%
20-6065	DIG LINE EXPENSE	3,080.86	2,000.00	1,080.86	154.0%
20-6075	DUES & MEMBERSHIPS	819.40	2,793.00	-1,973.60	29.3%
20-6095	BAD DEBT EXPENSE	105.00	4,000.00	-3,895.00	2.6%
20-6125	LEGAL PUBLICATIONS	71.66	1,000.00	-928.34	7.2%
20-6130	LIABILITY & PROPERTY INSURANCE	17,598.60	17,700.00	-101.40	99.4%

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
20-6140	MAINT. & REPAIR BUILDING	9,872.67	14,950.00	-5,077.33	66.0%
20-6142	MAINT. & REPAIRS- EQUIPMENT	11,149.21	11,000.00	149.21	101.4%
20-6150	M & R - SYSTEM	51,322.59	133,000.00	-81,677.41	38.6%
20-6151	M & R - PROCESS CHEMICALS	13,123.77	15,000.00	-1,876.23	87.5%
20-6152	M & R - LABORATORY COSTS	2,109.72	9,100.00	-6,990.28	23.2%
20-6155	MEETINGS/COMMITTEES	40.41	1,050.00	-1,009.59	3.8%
20-6160	MISCELLANEOUS EXPENSES	2,913.15	4,313.00	-1,399.85	67.5%
20-6165	OFFICE SUPPLIES	3,979.70	2,625.00	1,354.70	151.6%
20-6166	PP&E PURCHASES OPERATIONS	14,775.99	359,604.00	-344,828.01	4.1%
20-6175	SMALL TOOLS	5,559.01	15,000.00	-9,440.99	37.1%
20-6190	POSTAGE & BILLING	20,932.62	21,700.00	-767.38	96.5%
20-6202	PROFESSIONAL SERVICES	28,309.95	14,000.00	14,309.95	202.2%
20-6211	RENT-BUILDINGS & LAND	1,512.00	1,512.00	.00	100.0%
20-6212	RENT - EQUIPMENT	2,127.20	1,500.00	627.20	141.8%
20-6230	SAFETY TRAINING & EQUIPMENT	234.60	2,750.00	-2,515.40	8.5%
20-6255	TELEPHONE EXPENSE	11,535.25	13,406.00	-1,870.75	86.0%
20-6265	TRAINING & SCHOOLING EXPENSE	3,139.05	6,500.00	-3,360.95	48.3%
20-6270	TRAVEL EXPENSES	.00	1,200.00	-1,200.00	.00
20-6285	UNIFORMS EXPENSE	1,911.46	4,000.00	-2,088.54	47.8%
20-6290	UTILITIES EXPENSE	107,478.84	150,000.00	-42,521.16	71.7%
20-6300	FUEL	10,092.94	14,500.00	-4,407.06	69.6%
20-6305	VEHICLE MAINTENANCE & REPAIRS	3,267.56	6,500.00	-3,232.44	50.3%
20-6505	BANK FEES	22,186.28	16,050.00	6,136.28	138.2%
	Total Expenditure:	1,530,811.53	8,044,638.00	-6,513,826.47	19.0%
	Net Total WATER FUND:	2,139,556.85	.00	2,139,556.85	.00

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
SEWER FUND					
21-4173	INTEREST REVENUE	99,647.55	5,900.00	93,747.55	1688.9%
21-4185	MISCELLANEOUS INCOME	92,482.34	138,450.00	-45,967.66	66.8%
21-4358	DEVELOPMENT SUPPORT SERVICES	1,780.00	4,000.00	-2,220.00	44.5%
21-4505	NEW SERVICE CONNECTION	276.31	.00	276.31	.00
21-4510	SERVICE RECONNECT FEES	21,748.26	13,000.00	8,748.26	167.3%
21-4550	INSPECTIONS REVENUE	50,353.75	9,000.00	41,353.75	559.5%
21-4600	SEWER USER FEES	2,611,732.08	2,227,403.00	384,329.08	117.3%
21-4606	LID REDUCED SEWER CONNECTION	863,139.63	474,978.00	388,161.63	181.7%
21-4640	FARM REVENUE	111,809.73	139,570.00	-27,760.27	80.1%
21-4775	LATE PAYMENT FEE	47,275.60	23,000.00	24,275.60	205.5%
21-4950	CARRY OVER BALANCE	.00	4,695,560.00	-4,695,560.00	.00
Total Revenue:		3,900,245.25	7,730,861.00	-3,830,615.75	50.5%
21-5000	SAL. & WAGES-ELECTED OFFICIALS	4,477.71	4,130.00	347.71	108.4%
21-5005	SALARIES & WAGES - STAFF	644,457.13	685,953.00	-41,495.87	94.0%
21-5009	SALARIES & WAGES - SEASONAL	434.81	.00	434.81	.00
21-5520	SALARIES / MAINT. WORKERS	150.00	.00	150.00	.00
21-5795	OVERTIME SALARIES & WAGES	6,951.82	.00	6,951.82	.00
21-5800	OASDI - EMPLOYER	39,697.49	42,785.00	-3,087.51	92.8%
21-5810	MEDICARE - EMPLOYER	9,284.46	10,006.00	-721.54	92.8%
21-5820	GROUP MEDICAL INSURANCE	87,153.25	74,151.00	13,002.25	117.5%
21-5830	GROUP LIFE INSURANCE	442.85	387.00	55.85	114.4%
21-5840	PERSI EMPLOYER 401(a)	75,133.46	79,847.00	-4,713.54	94.1%
21-5850	WORKERS' COMPENSATION INS.	11,597.05	18,366.00	-6,768.95	63.1%
21-5860	GROUP DENTAL/VISION INSURANCE	7,220.11	6,638.00	582.11	108.8%
21-6020	CAPITAL IMPROVEMENTS	1,399,212.64	1,861,482.00	-462,269.36	75.2%
21-6025	JANITORIAL	3,472.88	3,000.00	472.88	115.8%
21-6045	CONTINGENCY	470,480.88	3,407,757.00	-2,937,276.12	13.8%
21-6050	CONTRACT LABOR	.00	2,500.00	-2,500.00	.00
21-6052	CONTRACT SERVICES	10,413.20	15,500.00	-5,086.80	67.2%
21-6065	DIG LINE EXPENSE	3,080.88	2,000.00	1,080.88	154.0%
21-6075	DUES & MEMBERSHIPS	1,177.80	3,632.00	-2,454.20	32.4%
21-6090	FARM EXPENDITURES	73,606.05	116,000.00	-42,393.95	63.5%
21-6095	BAD DEBT EXPENSE	.00	4,000.00	-4,000.00	.00
21-6097	DEPOSITS ON ACCOUNT	-2,090.00	.00	-2,090.00	.00
21-6125	LEGAL PUBLICATIONS EXPENSE	266.86	1,300.00	-1,033.14	20.5%

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Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
21-6130	LIABILITY & PROPERTY INSURANCE	36,077.14	36,077.00	.14	100.0%
21-6131	INSURANCE CLAIMS PAID	1,502.77	.00	1,502.77	.00
21-6140	MAINT & REPAIR BUILDING	17,283.50	23,900.00	-6,616.50	72.3%
21-6142	MAINT. & REPAIRS - EQUIPMENT	28,213.47	51,000.00	-22,786.53	55.3%
21-6150	M & R - SYSTEM	132,747.31	141,100.00	-8,352.69	94.1%
21-6151	M & R - PROCESS CHEMICALS	115,123.73	108,570.00	6,553.73	106.0%
21-6152	M & R - LABORATORY COSTS	24,211.49	23,575.00	636.49	102.7%
21-6153	M & R - SLUDGE DISPOSAL	36,030.00	34,650.00	1,380.00	104.0%
21-6155	MEETINGS/COMMITTEES	40.41	1,450.00	-1,409.59	2.8%
21-6160	MISCELLANEOUS EXPENSES	45,146.73	242,473.00	-197,326.27	18.6%
21-6165	OFFICE SUPPLIES	5,165.42	4,000.00	1,165.42	129.1%
21-6166	PP&E PURCHASES - OPERATIONS	160,379.29	309,350.00	-148,970.71	51.8%
21-6175	SMALL TOOLS	10,073.63	15,000.00	-4,926.37	67.2%
21-6190	POSTAGE & BILLING	20,932.62	17,955.00	2,977.62	116.6%
21-6202	PROFESSIONAL SERVICES	19,555.47	23,557.00	-4,001.53	83.0%
21-6211	RENT - BUILDINGS & LAND	1,458.00	2,400.00	-942.00	60.8%
21-6212	RENT- EQUIPMENT	2,253.73	2,000.00	253.73	112.7%
21-6230	SAFETY TRAINING & EQUIPMENT	3,351.25	2,400.00	951.25	139.6%
21-6255	TELEPHONE EXPENSE	12,891.65	14,500.00	-1,608.35	88.9%
21-6265	TRAINING & SCHOOLING EXPENSE	2,005.75	2,500.00	-494.25	80.2%
21-6270	TRAVEL EXPENSES	.00	750.00	-750.00	.00
21-6285	UNIFORMS EXPENSE	2,719.48	4,000.00	-1,280.52	68.0%
21-6290	UTILITIES EXPENSE	257,774.21	280,000.00	-22,225.79	92.1%
21-6300	FUEL	16,507.87	15,000.00	1,507.87	110.1%
21-6305	VEHICLE MAINTENANCE & REPAIRS	13,451.76	12,320.00	1,131.76	109.2%
21-6400	TRANSFERS OUT	.00	6,000.00	-6,000.00	.00
21-6505	BANK FEES	22,186.28	16,900.00	5,286.28	131.3%
	Total Expenditure:	3,833,704.29	7,730,861.00	-3,897,156.71	49.6%
	Net Total SEWER FUND:	66,540.96	.00	66,540.96	.00

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
PRESSURE IRRIGATION FUND					
25-4173	INTEREST REVENUE	70,853.36	2,500.00	68,353.36	2834.1%
25-4177	GRAVITY IRRIGATION USER FEES	18,156.93	26,210.00	-8,053.07	69.3%
25-4185	MISCELLANEOUS INCOME	322,202.40	109,003.00	213,199.40	295.6%
25-4358	DEVELOPMENT SUPPORT SERVICES	640.00	1,200.00	-560.00	53.3%
25-4503	NEW METER	351.33	500.00	-148.67	70.3%
25-4505	NEW SERVICE CONNECTION	697,169.23	315,557.00	381,612.23	220.9%
25-4510	SERVICE RECONNECT FEES	5,420.56	4,000.00	1,420.56	135.5%
25-4550	INSPECTION REVENUE	68,123.90	20,000.00	48,123.90	340.6%
25-4700	PRESS. IRRIGATION USER FEES	657,525.41	592,377.00	65,148.41	111.0%
25-4775	LATE PAYMENT FEE	11,665.73	8,500.00	3,165.73	137.2%
25-4900	TRANSFERS IN	.00	100.00	-100.00	.00
25-4950	CARRY OVER BALANCE	.00	2,215,413.00	-2,215,413.00	.00
Total Revenue:		1,852,108.85	3,295,360.00	-1,443,251.15	56.2%
25-5000	SAL. & WAGES-ELECTED OFFICIALS	2,181.26	2,065.00	116.26	105.6%
25-5005	SALARIES & WAGES - STAFF	144,341.59	156,113.00	-11,771.41	92.5%
25-5009	SALARIES & WAGES - SEASONAL	1,440.88	.00	1,440.88	.00
25-5795	OVERTIME WAGES EXPENSE	3,264.12	.00	3,264.12	.00
25-5800	OASDI - EMPLOYER	9,223.85	9,807.00	-583.15	94.1%
25-5810	MEDICARE - EMPLOYER	2,156.43	2,294.00	-137.57	94.0%
25-5820	GROUP MEDICAL INSURANCE	20,362.61	22,049.00	-1,686.39	92.4%
25-5830	GROUP LIFE INSURANCE	103.48	108.00	-4.52	95.8%
25-5840	PERSI EMPLOYER (401a)	17,436.95	18,308.00	-871.05	95.2%
25-5850	WORKERS' COMPENSATION INS.	3,916.76	5,835.00	-1,918.24	67.1%
25-5860	GROUP DENTAL/VISION INSURANCE	1,936.42	2,098.00	-161.58	92.3%
25-6020	CAPITAL IMPROVEMENTS	32,772.00	496,620.00	-463,848.00	6.6%
25-6025	JANITORIAL	1,336.98	900.00	436.98	148.6%
25-6045	CONTINGENCY FUND	27,371.64	2,073,499.00	-2,046,127.36	1.3%
25-6050	CONTRACT LABOR	.00	1,000.00	-1,000.00	.00
25-6052	CONTRACT SERVICES	4,130.87	6,400.00	-2,269.13	64.5%
25-6065	DIG LINE EXPENSE	1,173.68	600.00	573.68	195.6%
25-6075	DUES & MEMBERSHIPS EXPENSE	260.56	479.00	-218.44	54.4%
25-6095	BAD DEBT EXPENSE	11.53	.00	11.53	.00
25-6115	MAINT & REPAIR-SYSTEM-GRAVITY	891.30	1,500.00	-608.70	59.4%
25-6116	IRRIGATION / WATER COSTS	118,010.49	125,454.00	-7,443.51	94.1%
25-6125	LEGAL PUBLICATIONS	1,596.65	1,900.00	-303.35	84.0%

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
25-6130	LIABILITY & PROPERTY INSURANCE	3,959.68	5,701.00	-1,741.32	69.5%
25-6131	INSURANCE CLAIMS PAID	.00	100.00	-100.00	.00
25-6140	MAINT & REPAIR BUILDING	1,767.47	3,300.00	-1,532.53	53.6%
25-6142	MAINT. & REPAIRS - EQUIPMENT	4,457.90	8,800.00	-4,342.10	50.7%
25-6150	MAINT. & REPAIRS - SYSTEM (PI)	29,526.09	50,000.00	-20,473.91	59.1%
25-6155	MEETING/COMMITTEES	17.55	650.00	-632.45	2.7%
25-6160	MISCELLANEOUS EXPENSES	3,399.28	69,293.00	-65,893.72	4.9%
25-6165	OFFICE SUPPLIES	1,369.11	969.00	400.11	141.3%
25-6166	PP&E PURCHASES - OPERATIONS	33,777.68	82,467.00	-48,689.32	41.0%
25-6175	SMALL TOOLS	1,694.14	6,725.00	-5,030.86	25.2%
25-6190	POSTAGE & BILLING	8,070.40	7,125.00	945.40	113.3%
25-6202	PROFESSIONAL SERVICES	6,774.95	6,435.00	339.95	105.3%
25-6211	RENT - BUILDINGS & LAND	648.00	950.00	-302.00	68.2%
25-6212	RENT - EQUIPMENT	913.93	800.00	113.93	114.2%
25-6230	SAFETY TRAINING & EQUIPMENT	77.00	900.00	-823.00	8.6%
25-6255	TELEPHONE EXPENSE	3,758.21	4,520.00	-761.79	83.1%
25-6265	TRAINING & SCHOOLING EXPENSE	872.61	620.00	252.61	140.7%
25-6270	TRAVEL EXPENSES	.00	200.00	-200.00	.00
25-6285	UNIFORMS EXPENSE	662.64	750.00	-87.36	88.4%
25-6290	UTILITIES EXPENSE	115,147.62	106,384.00	8,763.62	108.2%
25-6300	FUEL	2,589.98	4,000.00	-1,410.02	64.7%
25-6305	VEHICLE MAINTENANCE & REPAIR	958.84	1,250.00	-291.16	76.7%
25-6400	TRANSFERS OUT	.00	100.00	-100.00	.00
25-6505	BANK FEES	8,736.26	6,292.00	2,444.26	138.8%
	Total Expenditure:	623,099.39	3,295,360.00	-2,672,260.61	18.9%
	Net Total PRESSURE IRRIGATION FUND:	1,229,009.46	.00	1,229,009.46	.00

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
SOLID WASTE FUND					
26-4173	INTEREST INCOME	1,961.46	.00	1,961.46	.00
26-4975	SOLID WASTE USER FEES	2,189,216.51	2,029,335.00	159,881.51	107.9%
Total Revenue:		2,191,177.97	2,029,335.00	161,842.97	108.0%
26-6190	POSTAGE & BILLING	.00	.00	.00	.00
26-7000	SOLID WASTE SERVICE FEES	2,187,225.10	2,029,335.00	157,890.10	107.8%
Total Expenditure:		2,187,225.10	2,029,335.00	157,890.10	107.8%
Net Total SOLID WASTE FUND:		3,952.87	.00	3,952.87	.00

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
AGENCY FUND					
30-4950	CARRY OVER	.00	242,915.00	-242,915.00	.00
	Total Revenue:	.00	242,915.00	-242,915.00	.00
30-6045	CONTINGENCY	.00	242,915.00	-242,915.00	.00
	Total Expenditure:	.00	242,915.00	-242,915.00	.00
	Net Total AGENCY FUND:	.00	.00	.00	.00

City of Kuna

Finance Worksheet - Actual With Annual Budget Only

Periods: 10/18-13/19

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
GOVERNMENTAL CAP. PROJ. FUND					
40-4900	TRANSFERS IN	631,500.00	631,500.00	.00	100.0%
40-4950	CARRY OVER	.00	100,000.00	-100,000.00	.00
Total Revenue:		631,500.00	731,500.00	-100,000.00	86.3%
40-6020	CAPITAL IMPROVEMENTS	95,093.21	378,900.00	-283,806.79	25.1%
40-6045	CONTINGENCY	.00	100,000.00	-100,000.00	.00
40-6166	PP&E PURCHASES OPERATIONS	169,836.12	252,600.00	-82,763.88	67.2%
40-6400	TRANSFERS OUT	244,681.73	.00	244,681.73	.00
Total Expenditure:		509,611.06	731,500.00	-221,888.94	69.7%
Net Total GOVERNMENTAL CAP. PROJ. FUND:		121,888.94	.00	121,888.94	.00

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
PARK IMPACT FEE/CAP PROJ FUND					
50-4173	INTEREST INCOME	12,405.96	.00	12,405.96	.00
50-4650	PARK IMPACT FEE REVENUE	722,091.00	413,279.00	308,812.00	174.7%
50-4950	CARRY OVER	.00	438,007.00	-438,007.00	.00
Total Revenue:		734,496.96	851,286.00	-116,789.04	86.3%
50-6045	CONTINGENCY	462,055.61	851,286.00	-389,230.39	54.3%
Total Expenditure:		462,055.61	851,286.00	-389,230.39	54.3%
Net Total PARK IMPACT FEE/CAP PROJ FUND:		272,441.35	.00	272,441.35	.00

Account Number	Account Title	Actual YTD	2018-19 Budget	Annual Budget Remaining	Percentage
POLICE IMPACT FEE FUND					
51-4650	POLICE IMPACT FEE REVENUE	12,731.24	.00	12,731.24	.00
	Total Revenue:	12,731.24	.00	12,731.24	.00
	Net Total POLICE IMPACT FEE FUND:	12,731.24	.00	12,731.24	.00
	Net Grand Totals:	6,311,042.40	.00	6,311,042.40	.00

Report Criteria:

- Accounts to include: With balances or activity
- Print Fund Titles
- Page and Total by Fund
- Include Accounts: None
- All Segments Tested for Total Breaks