



CITY OF KUNA

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

Telephone (208) 922-5546 Fax (208) 922-5989
www.kunacity.id.gov

May 21, 2014

7:00 P.M. REGULAR CITY COUNCIL MEETING

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

CITY OFFICIALS

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

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

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

**CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AGENDA
WEDNESDAY, MAY 21, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

7:00 P.M. REGULAR CITY COUNCIL

Call to Order and Roll Call

Invocation: By Invitation

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda:

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

A. City Council Meeting Minutes:

1. Minutes of April 15, 2014

B. Accounts Payable Dated May 21, 2014 in the Amount of \$278,208.78

C. Alcohol Licenses:

D. Resolutions:

1. Approve Resolution No. R34-2014 Authorizing Execution of License Agreement for Well 3 Discharge with Boise Project

E. Findings of Facts and Conclusions of Law:

2. Citizen's Reports or Requests:

A. Fee Waiver Request for Kuna High Class of 2004 Reunion for use of the Bernie Fisher Park Bandshell June 21, 2014 – Heather Kinder

B. Fee Waiver Request for American Cancer Society for use of the Bernie Fisher Park Bandshell June 19, 2014 – Terri Reno

- C. Discussion Regarding Traffic on Linder and Deer Flat Road and Ideas for Crosswalks – Shawn Cloward

3. Old Business:

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

5. New Business:

- A. Discussion on Sesquicentennial Lapel Pins – Mayor Nelson
- B. Discussion on Draft Resolution Establishing Community Education Fees – Richard Roats, City Attorney
- C. May Construction Report – No action required.
- D. Provide Direction to Staff on Processing Ada County Highway District (ACHD) License Agreements – Gordon Law, City Engineer

- 1. Consideration to Approve Resolution No. R36-2014 ACHD License Agreements

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT TO PERMIT THE PLACEMENT OF THE CITY OF KUNA'S PRESSURIZED IRRIGATION SYSTEM CONSISTING OF PRESSURE IRRIGATION PIPING AND VALVING EQUIPMENT WITHIN THE ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY.

6. Ordinances:

7. Mayor/Council Discussion Items:

8. Announcements:

9. Executive Session:

- A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(b) for the Purpose of Discussing Personnel

10. Adjournment:

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CITY OF KUNA
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, MAY 6, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR CITY COUNCIL

COUNCIL MEMBERS PRESENT: Mayor W. Greg Nelson
Council President Richard Cardoza
Council Member Briana Buban-Vonder Haar
Council Member Pat Jones
Council Member Joe Stear

CITY STAFF PRESENT: Richard T. Roats, City Attorney
Gordon Law, City Engineer
Wendy Howell, Planning & Zoning Director
Troy Behunin, P&Z Senior Planner
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 7:00 p.m. Roll call reflected Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

Invocation: Marcus Omdahl, New Beginnings Christian Church

Pledge of Allegiance: Mayor Nelson

Request to Amend the Agenda (Timestamp 00: 01:47)

Gordon Law, City Engineer, requested to amend the agenda originally posted on May 2, 2014 at 12 p.m. to include the following under New Business:

5B. Approve Resolution No. R33-2014 Authorizing Signing of Agreement with Bureau of Reclamation for Crossing Mora Wasteway with Pressure Irrigation Main – Gordon Law, City Engineer

Staff was notified of the request at 4:30 p.m. on May 2, 2014.

Council Member Buban-Vonder Haar moved to amend the agenda to include 5B regarding Resolution No. R33-2014. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

1 **1. Consent Agenda:** (*Timestamp 00: 02:07*)

2
3 *All items listed under the Consent Agenda are considered to be routine and are acted on with*
4 *one motion by the City Council. There will be no separate discussion on these items unless*
5 *the Mayor, Council Member, or City Staff requests an item to be removed from the Consent*
6 *Agenda for discussion. Items removed from the Consent Agenda will be placed on the*
7 *Regular Agenda under Old Business or as instructed by the City Council.*

8
9 A. City Council Meeting Minutes:

10
11 1. Minutes of April 15, 2014

12
13 B. Accounts Payable Dated May 6, 2014 in the Amount of \$196,182.55

14
15 C. Alcohol Licenses:

16
17 1. New License for Conpaz Inc. dba El Gallo Giro, 482 W. Main Street, Liquor-by-the-
18 Drink, Off Premise Beer and On-Premise Beer

19
20 D. Resolutions:

21
22 1. Approve Resolution No. R32-2014 to Award Fine Screen Platform Bid to Star
23 Construction, LLC in the Amount of \$235,750.00

24
25 E. Findings of Facts and Conclusions of Law:

26
27 **Council Member Stear moved to approve the Consent Agenda as printed. Seconded by**
28 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

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

31
32 A. Ada County Assessment Briefing – Robert McQuade, Ada County Assessor (*Timestamp*
33 *00: 02:37*)

34
35 Mr. McQuade stated that it has been a good year for Kuna regarding percentage changes.
36 Assessment notices will be sent out on May 23 and may also be received electronically.

37
38 The following information was presented :

1

5/6/2014

Kuna City Primary Roll Assessment Notice Summary

Tax District 17

5/5/2014

	2014 City Total <i>(preliminary)</i>	2013	% Change 2013-14
Total Kuna City Market Value	824,175,000	668,407,400	23.30%
Homeowner's Exemption	-248,977,964	-224,649,368	10.83%
Total Kuna City Taxable Value	575,197,036	443,758,032	29.62%
Exemptions (Compared to 2011)	-889,000		
Operating Property (Last Year's Value)	12,610,527		
Potential Total Ada County Taxable Value	586,918,563		

Residential

Residential Market Value	757,302,700	611,522,500	23.84%
Residential Parcel Count <i>(residential includes farms & manufactured homes)</i>	6,418	6,354	1.01%

Commercial

Commercial Market Value	62,071,900	49,374,400	25.72%
Commercial Parcel Count	230	227	1.32%
Personal Property	4,800,400	7,510,500	-36.08%
Personal Property Count	158	211	-25.12%
TOTAL COMMERCIAL	66,872,300	56,884,900	17.56%

New Construction

Residential (Including Manufactured)	10,424,152	7,404,850	40.77%
Residential Count	126	90	40.00%
Commercial (Including Remodels)	7,778,000	795,700	877.50%
Commercial Count	5	2	150.00%
New Subs/Change Status	1,699,500	230,100	638.59%
Overall (Includes Value Decrease)	19,867,152	5,884,297	237.63%

Change Estimates

Residential Improved	Mean	21.84%	13.74%
	Median	22.28%	12.54%
Commercial Improved	Mean	5.34%	2.04%
	Median	3.50%	0.00%

2013

Residential Property Tax Burden	84.61%
Commercial Property Tax Burden	15.39%

(Operating Property & Sub Roll Included in calculation)

Assessment Notices

Assessment Notice Mailing Date	5/24/2014	5/25/2013
Number Mailed	6,806	6,792

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- 1 B. Fee Waiver Request from Kuna Lions Club for use of the Bernie Fisher Park July 31-
2 August 2 for Kuna Days 2014 – Diana Cullin (*Timestamp 00: 15:47*)
3

4 Ms. Cullin requested the fees to be waived for use of the park since the Lions Club is now
5 in charge of Kuna Days. If any profit is made it will be donated to the Sight and Hearing
6 programs at the schools.
7

8 Council Member Jones reported the fees have always been paid in the past.
9

10 Concern was noted on expenses to the city for the celebration due to maintenance,
11 electricity, cleanup by city workers, etc.
12

13 Clarification was made on the fees noting \$260 rent plus \$100 cleaning deposit.
14

15 Appreciation was expressed to the Lions Club for being in charge of the celebration.
16

17 Council Member Jones recused himself due to his involvement with Kuna Days.
18

19 **Council Member Buban-Vonder Haar moved to deny the fee waiver request for**
20 **Kuna Days. Seconded by Council President Cardoza.**

21 **Voting Aye: Council Members Cardoza, Buban-Vonder Haar and Stear**

22 **Voting No: None**

23 **Abstained: Council Member Jones**

24 **Motion carried 3-0.**
25

- 26 C. Kuna K9 Update – Deputy Bunnell and Police Chief, Justin L. Dusseau (*Timestamp 00:*
27 *22:12*)
28

29 Chief Dusseau reported on how valuable the K9 resource is in their department for
30 narcotic detection in Kuna. A map was provided depicting the various locations in Kuna
31 and in Ada County where drugs or paraphernalia were found from scent work during the
32 past year.
33

34 Deputy Bunnell was introduced along with Kuna's K9, Gunner, who is a silver lab and
35 lives with Deputy Bunnell and his family. The program began in Kuna in November
36 2012. It was noted Deputy Bunnell is a regular deputy who responds to calls and his K9
37 duties are on top of his normal duties. He has trained extensively as Gunner's trainer and
38 has been very successful. They visit the schools often which helps eliminate drugs at
39 school. Eventually, due to growth, there is a potential need to obtain another K9 vehicle
40 in the future.
41

42 **3. Old Business:**
43

- 44 A. Resolution No. R25-2014 – Farm 107 Development Agreement Release – Richard Roats,
45 City Attorney (*Timestamp 00: 39:50*)
46

1 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY
2 CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT
3 RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE
4 OWNED BY THE CITY OF KUNA, IDAHO CONSISTING OF APPROXIMATELY
5 107 ACRES AND NOW OWNED BY DBTV MASON CREEK FARM, LLC.
6

7 **Council Member Stear moved to approve Resolution No. R25-2014. Seconded by**
8 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
9

- 10 B. Resolution No. R27-2014 Accepting Form of Financial Guarantee for Merrell Family
11 Center Subdivision – Gordon Law, City Engineer (*Timestamp 00: 41:21*)
12

13 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE KUNA
14 CITY ENGINEER TO ACCEPT AN IRREVOCABLE LETTER OF CREDIT IN LIEU
15 OF CONSTRUCTION FOR THE MERRELL FAMILY CENTER SUBDIVISION
16 UNDER CERTAIN TERMS AND CONDITIONS SO THE FINAL PLAT MAY BE
17 RECORDED PRIOR TO COMPLETION OF CONSTRUCTION.
18

19 Attorney Roats explained the resolution is a financial guarantee for the construction of the
20 bike path on the north side of the Profile Ridge development now owned by four different
21 owners. Their request is for Ridley's to fund it at an estimated cost of \$144,000. Concern
22 was noted on the unreliability of the surety bonds used in this manner. Mr. Roats made
23 recommendation to accept a letter of credit and allow the funds to be posted in the city's
24 trust account. Ridley's owns 44% of the property so their obligation was calculated at
25 \$64,400. Idaho Mutual Bank owns 50% of the property, Idaho Central Credit Union
26 owns 1.29 acres and Big Horn owns 2.78 acres. It was noted the bike path is an off-site
27 improvement.
28

29 City Engineer, Gordon Law, expressed concern on the city staff ending up with collecting
30 on the Letters of Credit and doing the project. More discussion took place regarding the
31 multiple property owners involved and other possible options.
32

33 **Council Member Stear moved to adopt Resolution No. R27-2014 changing number 6**
34 **making it reliant on 6-4-3 and changing face amount on number 7 to \$64,400.**
35 **Seconded by Council Member Jones, all voting aye. Motion carried 4-0.**
36

- 37 **4. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
38

39 **5. New Business:**
40

- 41 A. 14-01-FP; The applicant (DB Development) is requesting Final Plat approval for Crimson
42 Point Subdivision No. 6. The final plat for Crimson Point Subdivision No. 6 proposes 28
43 residential lots and no common lots. Presented by Troy Behunin, P&Z Senior Planner.
44 (*Timestamp 00: 58:51*)
45

46 **Council Member Stear moved to approve Case Number 14-01-FP Final Plat for**
47 **Crimson Point No. 6 with the staff's request of re-submitting a paper copy and**

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided	
2M COMPANY, INC.													
1461	2M COMPANY, INC.	4082064-000	1642	1 -12" PRESSURE GATE LAGOON POND 7. SEWER, APRIL '14 - T. FLEMING	04/30/2014	670.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/14			
1461	2M COMPANY, INC.	4083000-000	1660	3 EA SPRINKLER CLOCKS FOR BOTH GREENBELTS AND THE FARM. B.WITHROW. PARKS. MAY'14	05/05/2014	339.48	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/14			
Total 2M COMPANY, INC.:							1,009.48	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)													
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	04/14		ACHD IMPACT FEE TRANSFER APRIL '14	05/01/2014	41,048.00	.00	01-2510 ACHD IMPACT FEE TRANSFER	0	4/14			
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):							41,048.00	.00					
ADA COUNTY PROSECUTING ATTORNE													
176	ADA COUNTY PROSECUTING ATTORNE	05/14		PROSECUTORIAL SERVICES MAY '14	05/07/2014	4,075.92	.00	01-6203 PROSECUTORIAL SERVICES	0	5/14			
Total ADA COUNTY PROSECUTING ATTORNE:							4,075.92	.00					
ADA COUNTY SHERIFF'S OFFICE													
6	ADA COUNTY SHERIFF'S OFFICE	5288		MAY 2014 SHERIFF SERVICES	05/01/2014	126,579.56	.00	01-6000 LAW ENFORCEMENT SERVICES	0	5/14			
Total ADA COUNTY SHERIFF'S OFFICE:							126,579.56	.00					
ASSOCIATION OF IDAHO CITIES													

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
8	ASSOCIATION OF IDAHO CITIES	5272765		ATTEND ANNUAL AIC 2014 CONF..G NELSON, J. STEAR, MAY '14 - ADMIN	05/02/2014	580.00	.00	01-6155 MEETINGS/COMMITTEES	0	5/14		
Total ASSOCIATION OF IDAHO CITIES:												
CASELLE INC												
1239	CASELLE INC	57377		MONTHLY SOFTWARE SUPPORT FOR JUNE'14	05/01/2014	287.41	.00	01-6052 CONTRACT SERVICES	0	5/14		
1239	CASELLE INC	57377		MONTHLY SOFTWARE SUPPORT FOR JUNE'14, P&Z	05/01/2014	95.84	.00	01-6052 CONTRACT SERVICES	1003	5/14		
1239	CASELLE INC	57377		MONTHLY SOFTWARE SUPPORT FOR JUNE'14, WATER	05/01/2014	235.14	.00	20-6052 CONTRACT SERVICES	0	5/14		
1239	CASELLE INC	57377		MONTHLY SOFTWARE SUPPORT FOR JUNE'14, SEWER	05/01/2014	306.99	.00	21-6052 CONTRACT SERVICES	0	5/14		
1239	CASELLE INC	57377		MONTHLY SOFTWARE SUPPORT FOR JUNE'14, P.I.	05/01/2014	99.62	.00	25-6052 CONTRACT SERVICES	0	5/14		
Total CASELLE INC:												
CENTURYLINK												
62	CENTURYLINK	04/14		DEDICATED LANDLINE, APRIL '14 - SR CTR	04/25/2014	49.35	.00	01-6255 TELEPHONE	1001	4/14		
62	CENTURYLINK	04/14		DEDICATED LANDLINE, APRIL '14 - WATER	04/25/2014	37.02	.00	20-6255 TELEPHONE EXPENSE	0	4/14		
62	CENTURYLINK	04/14		DEDICATED LANDLINE, APRIL '14 - SEWER	04/25/2014	48.34	.00	21-6255 TELEPHONE EXPENSE	0	4/14		
62	CENTURYLINK	04/14		DEDICATED LANDLINE, APRIL '14 - P.I.	04/25/2014	15.68	.00	25-6255 TELEPHONE EXPENSE	0	4/14		

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 CENTURYLINK:												
						150.39	.00					
CONCRETE CONSTRUCTION SUPPLY, INC.												
1531	CONCRETE CONSTRUCTION SUPPLY, INC.	401829	1585	CONCRETE STAIN, B.BACHMAN, PARKS, APR. '14	04/07/2014	372.00	.00	01-6020 CAPITAL IMPROVEMENTS	1004	4/14		
1531	CONCRETE CONSTRUCTION SUPPLY, INC.	402045	1602	CONCRETE STAIN, B.BACHMAN, PARKS, APR. '14	04/11/2014	159.00	.00	01-6020 CAPITAL IMPROVEMENTS	1004	4/14		
Total CONCRETE CONSTRUCTION SUPPLY, INC.:												
						531.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	641209	1601	1 EA GREASE GUN, 1 EA. 1/2" DRIVE RATCHET, 1 EA 1/2" X 1 1/4" SOCKET, B.BACHMAN, PARKS, APR. '14	04/11/2014	258.98	.00	01-6175 SMALL TOOLS	1004	4/14		
Total D & B SUPPLY:												
						258.98	.00					
DARREN W. STANTON												
1692	DARREN W. STANTON	574		6PG ADVERTISING LAYOUT IN KUNA LIFE MAGAZINE, TO BE REIMBURSED BACK TO CITY, APRIL '14 - ADMIN	04/27/2014	1,800.00	1,800.00	01-6075 DUES & MEMBERSHIPS	0	4/14	05/15/2014	
Total DARREN W. STANTON:												
						1,800.00	1,800.00					
DIGLINE												
25	DIGLINE	0049384-IN		DIG FEES, WATER, APR. '14	04/30/2014	65.36	.00	20-6065 DIGLINE EXPENSE	0	4/14		
25	DIGLINE	0049384-IN		DIG FEES, SEWER, APR. '14	04/30/2014	65.36	.00	21-6065 DIGLINE EXPENSE	0	4/14		
25	DIGLINE	0049384-IN		DIG FEES, P.I., APR. '14	04/30/2014	24.90	.00	25-6065 DIGLINE EXPENSE	0	4/14		
Total DIGLINE:												
						155.62	.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
EMPLOYMENT PUBLISHING												
1089	EMPLOYMENT PUBLISHING	Y01-60427		CLASSIFIED EMPLOYMENT ADVERTISING, PLANNING TECH, APR, '14, P&Z	04/27/2014	349.00	.00	01-6125, LEGAL PUBLICATIONS	1003	4/14		
Total EMPLOYMENT PUBLISHING:												
						349.00	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0589711	1603	WRENCHES AND PIPE FITTINGS, B.BACHMAN, PARKS, APR, '14	04/11/2014	150.99	.00	01-6175, SMALL TOOLS	1004	4/14		
Total FERGUSON WATERWORKS #1701:												
						150.99	.00					
FLUID CONNECTOR PRODUCTS, INC. dba												
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5703393	1671	PARTS FOR PRESSURE PUMP TESTING, C.DEYOUNG, WATER, MAY, '14	05/08/2014	77.59	.00	20-6150, MAINT. & REPAIRS - SYSTEM	0	5/14		
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5703393	1671	PARTS FOR PRESSURE PUMP TESTING, C.DEYOUNG, P.I., MAY, '14	05/08/2014	77.59	.00	25-6150, MAINT. & REPAIRS - SYSTEM (PI)	0	5/14		
Total FLUID CONNECTOR PRODUCTS, INC. dba:												
						155.18	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	111070	1501	REBUILD PUMP FOR DEERHORN L/S, SEWER, MARCH, '14 - T. FLEMING	03/06/2014	1,431.65	.00	21-6142, MAINT. & REPAIRS - EQUIPMENT	0	5/14		
Total GEM STATE ELECTRIC:												
						1,431.65	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	C240025	1594	MATERIALS FOR PIZZA HUT P.I. PROJECT, B.WITHROW, APR, '14, P.I.	04/08/2014	8,170.41	.00	25-6020, CAPITAL IMPROVEMENTS	0	4/14		
63	HD SUPPLY WATERWORKS LTD	C254966	1596	PIZZA HUT PROJECT P.I., PARTS, B.WITHROW, APR, '14, P.I.	04/10/2014	471.80	.00	25-6020, CAPITAL IMPROVEMENTS	0	4/14		

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
63	HD SUPPLY WATERWORKS LTD	C278273	1612	<u>WATER LINE REPAIRS AT HISTORY BUILDING, APRIL '14 - B. BACHMAN</u>	04/16/2014	148.52	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/14		
63	HD SUPPLY WATERWORKS LTD	C332489	1637	<u>12X6 FLANGE REDUCER, ADAPTERS, TRANSITION KITS FOR P.I. @ CRIMSON PT. NORTH, APRIL '14 - C. DEYOUNG</u>	04/29/2014	1,453.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/14		
Total HD SUPPLY WATERWORKS LTD:							10,243.73	.00				
IDAHO DEPARTMENT OF LABOR												
179	IDAHO DEPARTMENT OF LABOR	04072014		<u>EMPLOYER CHGS. 1Q 2014 - PARKS</u>	04/07/2014	603.99	.00	01-6280 UNEMPLOYMENT EXPENSES	1004	4/14		
Total IDAHO DEPARTMENT OF LABOR:							603.99	.00				
IDAHO FIRST AID & SAFETY, INC. DBA												
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19093		<u>FIRST AID SUPPLIES REPLENISHED, APR '14, PARKS</u>	04/29/2014	7.24	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	4/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19093		<u>FIRST AID SUPPLIES REPLENISHED, APR '14, SEWER</u>	04/29/2014	9.26	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19093		<u>FIRST AID SUPPLIES REPLENISHED, APR '14, WATER</u>	04/29/2014	9.26	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	4/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19093		<u>FIRST AID SUPPLIES REPLENISHED, APR '14, P.I.</u>	04/29/2014	3.19	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	4/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19094		<u>FIRST AID KIT REFILLS, NWWTP, APR '14, PARKS</u>	04/29/2014	20.34	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	4/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19094		<u>FIRST AID KIT REFILLS, NWWTP, APR '14, SEWER</u>	04/29/2014	26.04	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19094		FIRST AID KIT REFILLS, NWWTP, APR '14, WATER	04/29/2014	26.04	.00	20-6230_SAFETY TRAINING & EQUIPMENT	0	4/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19094		FIRST AID KIT REFILLS, NWWTP, APR '14, P.I.	04/29/2014	8.95	.00	25-6230_SAFETY TRAINING & EQUIPMENT	0	4/14		
Total IDAHO FIRST AID & SAFETY, INC. DBA:							110.32	.00				
IDAHO FOREST PRODUCTS COMMISSION												
1469	IDAHO FOREST PRODUCTS COMMISSION	35267	1690	HANDLING FEE FOR ARBOR DAY SEEDLINGS FOR STUDENTS ATTENDING THE CITY ARBOR DAY CELEBRATION, NATALIE PURKEY	04/24/2014	15.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/14		
1469	IDAHO FOREST PRODUCTS COMMISSION	35267	1690	ARBOR DAY TSHIRT FOR STUDENTS ATTENDING THE CITY ARBOR DAY CELEBRATION, ARBOR DAY FOUNDATION GRANT, NATALIE PURKEY	04/24/2014	569.60	.00	03-6356 EXPENDITURE-ARBOR DAY FOUND.	0	4/14		
Total IDAHO FOREST PRODUCTS COMMISSION:							584.60	.00				
IDAHO STATE INSURANCE FUND												
88	IDAHO STATE INSURANCE FUND	9359403		Q1 FYE 2014 WORKERS COMP, MAY '14 - ADMIN	05/05/2014	194.01	.00	01-2195 WORKERS COMPENSATION PAYABLE	0	5/14		
88	IDAHO STATE INSURANCE FUND	9359403		Q1 FYE 2014 WORKERS COMP, MAY '14 - P & Z	05/05/2014	105.60	.00	01-2195 WORKERS COMPENSATION PAYABLE	1003	5/14		
88	IDAHO STATE INSURANCE FUND	9359403		Q1 FYE 2014 WORKERS COMP, MAY '14 - PARKS	05/05/2014	1,436.38	.00	01-2195 WORKERS COMPENSATION PAYABLE	1004	5/14		
88	IDAHO STATE INSURANCE FUND	9359403		Q1 FYE 2014 WORKERS COMP, MAY '14 - BLDG INSP	05/05/2014	226.22	.00	01-2195 WORKERS COMPENSATION PAYABLE	1005	5/14		

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
88	IDAHO STATE INSURANCE FUND	9359403		Q1,FYE 2014 WORKERS COMP. MAY '14 - WATER	05/05/2014	1,475.26	.00	20-2195 WORKERS COMPENSATION PAYABLE	0	5/14		
88	IDAHO STATE INSURANCE FUND	9359403		Q1,FYE 2014 WORKERS COMP. MAY '14 - SEWER	05/05/2014	2,052.67	.00	21-2195 WORKERS COMPENSATION PAYABLE	0	5/14		
88	IDAHO STATE INSURANCE FUND	9359403		Q1,FYE 2014 WORKERS COMP. MAY '14 - P.I.	05/05/2014	1,628.86	.00	25-2195 WORKERS COMPENSATION PAYABLE	0	5/14		
Total IDAHO STATE INSURANCE FUND:							7,119.00	.00				
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	05/14		NATURAL GAS CONSUMPTION, 03/31/14-04/28/14 - INWWTP	05/02/2014	420.75	.00	21-6290 UTILITIES EXPENSE	0	5/14		
Total INTERMOUNTAIN GAS CO:							420.75	.00				
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	5.01.14-5.14.1		5.01.14-5.14.14 SANITATION RECEIPT TRANSFER	05/15/2014	59,452.51	.00	26-7000 SOLID WASTE SERVICE FEES	0	5/14		
230	J & M SANITATION, INC.	5.01.14-5.14.1		5.01.14-5.14.14 SANITATION RECEIPT TRANSFER - LESS ADMIN FEE	05/15/2014	-5,873.91	.00	01-4170 FRANCHISE FEES	0	5/14		
Total J & M SANITATION, INC.:							53,578.60	.00				
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	1686873		BANK FEES, MARCH '14 - ADMIN	03/31/2014	68.19	.00	01-6505 BANK FEES	0	3/14		
1328	JACK HENRY & ASSOCIATES, INC.	1686873		BANK FEES, MARCH '14 - P & Z	03/31/2014	1.68	.00	01-6505 BANK FEES	1003	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
43	KUNA TRUE VALUE HARDWARE	122243		GRAVITY IRR, APRIL '14 - M. DAVILA	04/30/2014	65.57	.00	25-6150_MAINT. & REPAIRS - SYSTEM (PI)	0	5/14		
				1 EA SHOVEL, 2 SCREW EXTRACTORS, APRIL '14 - P.I.	04/30/2014	39.97	.00	25-6175_SMALL TOOLS	0	4/14		
Total KUNA TRUE VALUE HARDWARE:							167.36	.00				
KUNA WELDING												
46	KUNA WELDING	1468	1605	WHEEL LINE REPAIR FOR FARM, APRIL '14 - C. KNIGHT	04/10/2014	600.02	.00	21-6090_FARM EXPENDITURES	0	4/14		
46	KUNA WELDING	1474		DISCOVERY B.F. VAULT LEAK, P.I., C.DEYOUNG, APR. '14	04/11/2014	136.68	.00	25-6150_MAINT. & REPAIRS - SYSTEM (PI)	0	4/14		
46	KUNA WELDING	1482	1626	BRACKETS FOR HUBBARD PUMPS, C. KNIGHT, APR. '14	04/17/2014	20.26	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	4/14		
46	KUNA WELDING	1483	1627	WHEEL LINE DRIVE, C. KNIGHT, APR. '14	04/18/2014	593.53	.00	21-6090_FARM EXPENDITURES	0	4/14		
46	KUNA WELDING	1491		HUBBARD PUMP REPAIR, SEWER, APR. '14	04/23/2014	191.08	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	4/14		
Total KUNA WELDING:							1,541.57	.00				
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800102084	1641	FLAT REPAIR W/NEW TUBE, SERVICE CALL, JOHN DEERE, PARKS, APRIL '14	04/28/2014	185.84	.00	01-6142_MAINT. & REPAIR - EQUIPMENT	1004	4/14		
221	LES SCHWAB TIRES	12800102260	1643	4 TIRES FOR TRUCK #7, B.BACHMAN, WATER, APR. '14	04/30/2014	712.08	.00	20-6305_VEHICLE MAINTENANCE & REPAIRS	0	4/14		
Total LES SCHWAB TIRES:							897.92	.00				
NORCO, INC.												

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
222	NORCO, INC.	13455389		CYLINDER RENT FROM 4/1/14-4/30/14. PARKS. APR. '14	04/30/2014	4.65	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/14		
222	NORCO, INC.	13455389		CYLINDER RENT FROM 4/1/14-4/30/14. WATER. APR. '14	04/30/2014	5.58	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/14		
222	NORCO, INC.	13455389		CYLINDER RENT FROM 4/1/14-4/30/14. SEWER. APR. '14	04/30/2014	5.58	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/14		
222	NORCO, INC.	13455389		CYLINDER RENT FROM 4/1/14-4/30/14. P.I.. APR. '14	04/30/2014	2.79	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/14		
Total NORCO, INC.:							18.60	.00				
RENTAL CONNECTION												
893	RENTAL CONNECTION	34462	1674	RENTAL OF SOD CUTTER, J.MORFIN P.I., MAY '14	05/08/2014	30.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/14		
Total RENTAL CONNECTION:							30.00	.00				
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	Q85890		3 EA BELTS FOR EQUIPMENT REPAIRS. B.BACHMAN, PARKS. MAY '14	05/02/2014	36.79	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/14		
Total ROCKY MOUNTAIN TURF & INDUSTRI:							36.79	.00				
SRO ENTERPRISES LLC dba												
1684	SRO ENTERPRISES LLC dba	10762	1542	40 TREE ID SIGNS AT \$13.65/1A PIECE AND 2 HOURS OF GRAPHIC WORK AT \$60 PER HOUR. CHRIS ENGELS AND BOB BACHMAN	03/25/2014	842.54	.00	03-6356 EXPENDITURE-ARBOR DAY FOUND.	0	3/14		
Total SRO ENTERPRISES LLC dba:							842.54	.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
TATES RENTS												
59	TATES RENTS	642440-5	1514	RENT LIFT FOR STREET LIGHT REPAIRS. ST. LTS. MARCH '14 - B. BACHMAN	03/20/2014	134.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	3/14		
59	TATES RENTS	654256-5	1617	1 EA. WEED EATER, 1 EA TRIMMER, PARKS. B. BACHMAN, MAY '14	04/17/2014	341.90	.00	01-6175 SMALL TOOLS	1004	4/14		
59	TATES RENTS	654256-5	1617	1 EA. EDGER ATTACHMENT, SEWER. B. BACHMAN, MAY '14	04/17/2014	170.95	.00	21-6175 SMALL TOOLS	0	4/14		
Total TATES RENTS:						647.25	.00					
TIM WOMICK												
1691	TIM WOMICK	050614	1693	EDUCATIONAL PERFORMANCE FOR CRIMSON POINT STUDENTS ABOUT ARBOR DAY AND IMPORTANCE OF TREES. ARBOR DAY FOUNDATION GRANT. NATALIE PURKEY	05/06/2014	650.00	.00	03-6356 EXPENDITURE- ARBOR DAY FOUND.	0	5/14		
1691	TIM WOMICK	050614		LESS DISCOUNT FOR ARBOR DAY INVOICE	05/06/2014	-250.00	.00	03-6356 EXPENDITURE- ARBOR DAY FOUND.	0	5/14		
Total TIM WOMICK:						400.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:03587747		DELIVER 2 EA CREAMER CONTAINERS, APRIL '14 - CITY HALL	04/28/2014	3.60	.00	01-6165 OFFICE SUPPLIES	0	4/14		
Total TREASURE VALLEY COFFEE:						3.60	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA554778	1632	CHLORINE TABS FOR LAGOONS. ALUM. SULFATE FOR SYSTEM. SEWER. APRIL '14 - T. SHAFFER	04/30/2014	7,663.94	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/14		

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 UNIVAR USA, INC.:												
						7,663.94	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	24660		POSTAGE, ESTATEMENT, APRIL '14 - ADMIN	05/08/2014	718.84	.00	01-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24660		POSTAGE, ESTATEMENT, APRIL '14 - WATER	05/08/2014	1,001.96	.00	20-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24660		POSTAGE, ESTATEMENT, APRIL '14 - SEWER	05/08/2014	1,307.87	.00	21-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24660		POSTAGE, ESTATEMENT, APRIL '14 - P.I.	05/08/2014	423.99	.00	25-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24661		LOCKBOX, ESTATEMENT, APRIL '14 - ADMIN	05/08/2014	77.00	.00	01-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24661		LOCKBOX, ESTATEMENT, APRIL '14 - WATER	05/08/2014	107.33	.00	20-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24661		LOCKBOX, ESTATEMENT, APRIL '14 - SEWER	05/08/2014	140.10	.00	21-6190_POSTAGE & BILLING	0	4/14		
857	VALLI INFORMATION SYSTEMS, INC	24661		LOCKBOX, ESTATEMENT, APRIL '14 - P.I.	05/08/2014	45.41	.00	25-6190_POSTAGE & BILLING	0	4/14		
Total VALLI INFORMATION SYSTEMS, INC:												
						3,822.50	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9724359604		4/28 THROUGH 5/29 BILLING, INCLUDED RENEWAL EQUIPMENT, CREDITS EN ROUTE.	04/28/2014	1,298.37	.00	01-6255 TELEPHONE	1004	5/14		
1575	VERIZON WIRELESS	9724359604		4/28 THROUGH 5/29 BILLING, INCLUDED RENEWAL EQUIPMENT, CREDITS EN ROUTE.	04/28/2014	56.69	.00	01-6255 TELEPHONE	1005	5/14		
1575	VERIZON WIRELESS	9724359604		4/28 THROUGH 5/29 BILLING, INCLUDED RENEWAL EQUIPMENT, CREDITS EN ROUTE.	04/28/2014	1,640.89	.00	20-6255 TELEPHONE EXPENSE	0	5/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9724359604		4/28 THROUGH 5/29 BILLING, INCLUDED RENEWAL EQUIPMENT. CREDITS EN ROUTE.	04/28/2014	2,035.40	.00	21-6255 TELEPHONE EXPENSE	0	5/14		
1575	VERIZON WIRELESS	9724359604		4/28 THROUGH 5/29 BILLING, INCLUDED RENEWAL EQUIPMENT. CREDITS EN ROUTE.	04/28/2014	1,201.43	.00	25-6255 TELEPHONE EXPENSE	0	5/14		
1575	VERIZON WIRELESS	9724439124		4/8 THROUGH 5/1 SECOND LEVEL LINES. INCLUDES EQUIPMENT FOR RENEWAL. CREDITS EN ROUTE.	05/01/2014	260.13	.00	01-6255 TELEPHONE	1004	5/14		
1575	VERIZON WIRELESS	9724439124		4/8 THROUGH 5/1 SECOND LEVEL LINES. INCLUDES EQUIPMENT FOR RENEWAL. CREDITS EN ROUTE.	05/01/2014	291.91	.00	20-6255 TELEPHONE EXPENSE	0	5/14		
1575	VERIZON WIRELESS	9724439124		4/8 THROUGH 5/1 SECOND LEVEL LINES. INCLUDES EQUIPMENT FOR RENEWAL. CREDITS EN ROUTE.	05/01/2014	72.98	.00	25-6255 TELEPHONE EXPENSE	0	5/14		
Total VERIZON WIRELESS:							6,857.80					
VICTORY GREENS												
364	VICTORY GREENS	323227	1616	PLANTS FOR CRIMSON POINT COMMUNITY GARDEN, B.BACHMAN, APR.'14	04/17/2014	38.36	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/14		
364	VICTORY GREENS	323232		TREES FOR PARK, N.PURKEY, APR.'14	04/12/2014	878.97	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/14		
364	VICTORY GREENS	330435	1673	SOD FOR P.I. BREAK AT HIENNA ST., J.MORFIN, MAY'14	05/09/2014	46.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/14		
Total VICTORY GREENS:							963.33	.00				
WASHINGTON LEGAL - JOURNAL DBA												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1602	WASHINGTON LEGAL JOURNAL DBA	64288	1606	ANNEXATION PUBLICATION #1403AN, BLACK CAT RD. P & Z, APRIL '14 - T. BEHUNIN	05/01/2014	65.28	.00	01-6125 LEGAL PUBLICATIONS	1003	5/14		
1602	WASHINGTON LEGAL JOURNAL DBA	64288		INVITATION TO BID: FINE MESH SCREEN, N.WWTP, MAY '14 - SEWER	05/01/2014	149.52	.00	21-6125 LEGAL PUBLICATIONS EXPENSE	0	5/14		
1602	WASHINGTON LEGAL JOURNAL DBA	64288		SUMMARY OF ORDINANCE #2014-05, MAY '14 - ADMIN	05/01/2014	43.20	.00	01-6125 LEGAL PUBLICATIONS	0	5/14		
1602	WASHINGTON LEGAL JOURNAL DBA	64288		P&Z PLANNER TECH POSITION AVAILABLE, MAY '14 - P & Z	05/01/2014	10.50	.00	01-6125 LEGAL PUBLICATIONS	1003	5/14		
Total WASHINGTON LEGAL JOURNAL DBA:							268.50	.00				
WATER DEPOSIT REFUNDS #7												
1685	WATER DEPOSIT REFUNDS #7	110320.01		J. M. MOSEY, #110320.01 - ACCT OVERPMT	05/09/2014	197.03	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	170840.02		J. C. ALDABE, #170840.02 - ACCT OVERPMT	05/05/2014	60.79	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	190790.01		G. E. MULKEY, #190790.01 - WATER DEP REF	05/08/2014	100.00	.00	20-2200 WATER DEPOSITS HELD	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	190790.01		G. E. MULKEY, #190790.01 - ACCT OVERPMT	05/08/2014	40.35	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	200935.02		B. J. EGBERT, #200935.02 - ACCT OVERPMT	05/07/2014	58.34	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	221475.01		CBH HOMES, #221475.01 - ACCT OVERPMT	05/05/2014	31.54	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	221555.01		CBH HOMES, #221555.01 - ACCT OVERPMT	05/01/2014	6.69	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	264195.01		CBH HOMES, #264195.01 - ACCT OVERPMT	05/07/2014	4.51	.00	99-1075 Utility Cash Clearing	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	274010.03		D. D. TORRES, #274010.03 - WATER DEP REF	05/08/2014	20.46	.00	20-2200 WATER DEPOSITS HELD	0	5/14		
1685	WATER DEPOSIT REFUNDS #7	280495.02		M. L. MEEK, 3280495.02 - WATER DEP REF	05/07/2014	100.00	.00	20-2200 WATER DEPOSITS HELD	0	5/14		

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1685	WATER DEPOSIT REFUNDS #7	280495.02		M.L.MEEK. #3280495.02 - ACCT OVERPMT	05/07/2014	4.50	.00	99-1075 Utility Cash Clearing	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	290125.01		J. MOORE. #290125.01 - ACCT OVERPMT	04/30/2014	321.50	.00	99-1075 Utility Cash Clearing	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	300535.02		J. CHANDLER. #300535.02 - ACCT OVERPMT	05/05/2014	54.87	.00	99-1075 Utility Cash Clearing	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	300550.02		M. DICKERSON. #300550.02 - WATER DEP REF	05/08/2014	12.78	.00	20-2200 WATER DEPOSITS HELD	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	30655.01		E. MORGAN. #30655.01 - ACCT OVERPMT	05/05/2014	61.18	.00	99-1075 Utility Cash Clearing	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	30760.01		C. AHLMAN. #30760.01 - WATER DEP REF	05/08/2014	100.00	.00	20-2200 WATER DEPOSITS HELD	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	50410.01		D. PENTLAND. #50410.01 - ACCT OVERPMT	05/01/2014	68.81	.00	99-1075 Utility Cash Clearing	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	70240.02		T. ASTLE. #70240.02 - WATER DEP REF	05/08/2014	54.22	.00	20-2200 WATER DEPOSITS HELD	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	91180.02		L. HOOPS. #91180.02 - ACCT OVERPMT	05/08/2014	39.04	.00	99-1075 Utility Cash Clearing	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	91530.02		C. EIKE. #91530.02 - WATER DEP REF	05/01/2014	6.71	.00	20-2200 WATER DEPOSITS HELD	0	5/14			
1685	WATER DEPOSIT REFUNDS #7	91870.02		R. HARMS. #91870.02 - ACCT OVERPMT	05/01/2014	69.52	.00	99-1075 Utility Cash Clearing	0	5/14			
Total WATER DEPOSIT REFUNDS #7:							1,412.84	.00					
WESTERN BUILDING MAINTENANCE, INC.													
1499	WESTERN BUILDING MAINTENANCE, INC.	0079313-IN		MONTHLY JANITORIAL SERVICES_APR_14	04/24/2014	212.34	.00	01-6025 JANITORIAL	0	4/14			
Total WESTERN BUILDING MAINTENANCE, INC.:							212.34	.00					
Grand Totals:							278,208.78	1,800.00					

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
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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

GORDON N. LAW
CITY ENGINEER



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

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Well 3 Rehabilitation
Discharge License w/ Boise Project

DATE: May 12, 2014

REQUEST: Approve Resolution for Discharge License Agreement

Attached hereto is a proposed discharge license agreement with Boise Project. The discharge is part of the rehabilitation effort on Well 3 to try and save it as a potable well.

The City Engineer recommends approval of the attached resolution.

Attachment

RESOLUTION NO. R34-2014

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and Clerk of said city are hereby authorized to execute that certain Agreement titled “**AGREEMENT FOR LICENSE TO USE IRRIGATION FACILITIES**”, by and between said city and Boise Project Board of Control, which Agreement is to establish conditions to allow said City to discharge flow from Well 3 to Teed Lateral, and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of May, 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of May, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

AGREEMENT FOR LICENSE TO USE IRRIGATION FACILITIES

This Agreement is made this ____ day of, _____ 2014 between the Boise Project Board of Control and City of Kuna hereinafter referred to as the “Licensee(s)”.

WHEREAS, the Boise Project Board of Control, hereinafter referred to as “Board of Control”, is the operating agent for the Boise-Kuna Irrigation District, the Wilder Irrigation District and the Big Bend Irrigation District, hereinafter referred to as “Districts”, for certain irrigation works;

WHEREAS, the Licensee(s), desires to discharge ground water from the City of Kuna Supply Well #3 into the Teed Lateral, which said Lateral is maintained by the Board of Control. The discharge is subject to the conditions contained in this Agreement and the Attachment A to this Agreement;

WHEREAS, the Board of Control is willing to license the use of the irrigation works operated and maintained by it, subject to the conditions contained in this Agreement;

NOW, THEREFORE, IT IS AGREED THAT:

1. The Board of Control will allow a ground water discharge into the irrigation works described as the Teed Lateral at the approximated Station No. 16.12 , subject to the following conditions.
2. The Licensee(s) must pay an administrative fee of \$200.00 dollars and no cents.
3. The Licensee(s) will pay all additional costs of the Board of Control or the Districts caused in whole or in part by the Licensee’s use of the irrigation works, including all increased costs of operation, maintenance, and repair and all costs of operation, maintenance and repair necessary for Licensee(s) to utilize the facilities of the Board of Control.
4. The Licensee(s) shall defend, indemnify and hold harmless the Board of Control, the Districts, and the United States Bureau of Reclamation from any and all claims, costs, damages or expenses the Board of Control or any of the Districts or the United States Bureau of Reclamation may incur or become liable for on account of any injury to, or death of, any person, or any damage to, or destruction of, any real or personal property that may be caused in whole or in part by the Licensee(s)’s use of the irrigation works or arising out

of, or in consequence of, the issuance of this Agreement. Such claims or damages may include, but are not limited to, those arising from breaks in the canal system, improper delivery of water and damage to the canal system.

5. The Licensee(s) is responsible for proper facilities to put the water into the irrigation works, for measuring devices at the inlet location, and all facilities must be approved in advance as required by paragraph 13.
6. The Licensee(s)' use of the irrigation works must be without damage to the irrigation works.
7. Operation and maintenance of the irrigation works will be by Board of Control employees only. Any operation or maintenance necessary by the Board of Control employees for the Licensee(s) use of the irrigation works will be at Licensee(s) expense. The Licensee(s) is prohibited from doing anything to the irrigation works without the approval of the Board of Control.
8. The Board of Control at its sole discretion may terminate this agreement at any time for any reason, with or without cause, by notice in writing to the Licensee(s) delivered at the address set out in paragraph 18.
9. By accepting this Agreement, the Licensee(s) for itself, it's successors and assignees, does release and forever discharge the Board of Control, the Districts and the United States Bureau of Reclamation of any and all claims whatsoever which the Licensee may have or hereafter acquire and which the Licensee(s)'s successors and assigns hereafter can or may have against the Board of Control, the Districts and the United Sates Bureau of Reclamation for all losses and damages claimed against the Board of Control and the Districts arising out of or in any way relating to this Agreement, including but not limited to any and all damages arising from the damages to the Licensee(s)'s property, the interference with the contracts of the Licensee(s), the interference with the Licensee(s)'s use and enjoyment of his land, and the decrease in value of the Licensee(s)'s land or crops.
10. The Licensee(s) at its own expense shall obtain and file with the Board of Control evidence of a policy of general comprehensive liability insurance, including automobile coverage, which policy must be approved by the Board of Control as to company, form and coverage, and which policy must fully protect the Board of Control and the Districts from any and all claims and risks in connection with any activity performed by the Licensee(s) by virtue of this Agreement, except for professional liability, which is covered elsewhere in this Agreement. Such policy must specifically name the Board of Control and the Districts as additional insured there under and provide the following minimum coverage.

Minimum Limits: Personal injury and property damages - \$500,000 per occurrence.

This general comprehensive liability insurance policy, including subsequent renewals, must be maintained in full force and effect at the Licensee(s)'s sole expense throughout the entire term of this Agreement.

11. This Agreement does not grant the right or authority to the Licensee(s) to construct, encroach or use any of the lands, easements or rights-of-way of the Board of Control or the Districts or any other parties.
12. The Board of Control makes no warranty express or implied that the irrigation works are suitable for the purposes desired by the Licensee(s).
13. The Licensee(s) shall discharge no water into the irrigation works under terms of this license until specifically authorized after a proper inspection by a representative of the Board of Control.
14. Discharges into the irrigation works shall consist only of water meeting state and federal water quality standards. There shall be no discharge of hazardous wastes, hazardous substances or storm water. Licensee(s) shall provide water quality sample results upon request of the Board of Control. Failure to comply with this paragraph shall result in immediate termination of this license.
15. The Board of Control may require licensee(s) to immediately terminate discharge as may be necessary to preserve irrigation works and prevent damages to the same.
16. The Licensee(s) shall provide Board of Control keys for access to well site and well house during the duration of this discharge to allow personnel of the Board of Control to shut off the well pumping plant at any time for any reason, with or without notification to the Licensee(s). Further, there is to be no commencement of this licensed discharge until a notification of discharge has been requested by the Licensee(s) and accepted by the Board of Control.
17. The Board of Control may take such steps as are necessary to preserve irrigation works and prevent damages without notice to the Licensee(s). The Licensee(s) authorizes the Board of Control to enter upon their property to shut off water flowing into the irrigation works to prevent damage.
18. This Agreement may not be assigned or transferred without the written consent of the Manager of the Board of Control.

STATE OF IDAHO)

County of _____)
) **ss.**

On this _____ day of _____, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the City of Kuna, who executed the instrument on behalf of the said City of Kuna and acknowledged to me that it has executed the same.

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

NOTARY PUBLIC for Idaho

Residing at

My Commission Expires



City of Kuna
Rental Request & Rental Agreement
 763 W. AVALON
 P.O. BOX 13
 KUNA, ID 83634
 Phone: 208-922-5546 Fax: 208-922-5989

Fee Waiver request

Date:

June 21, 2014

Time:

Daytime 9am to 4pm?
 After Hours to

Location:

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

Event Type:

- Private
- Public

Amenities:

- Electricity
- Tables

Fees:

Bernie Fisher

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

Picnic Tables for parks other than Bernie Fisher Park

- \$25 up to 10 tables
- \$50 over 10 tables

Senior Center

- \$50 first hour
- \$10 additional hour or fraction thereafter
- \$150 cleaning and damage deposit

After Hours Permit

- \$10 up to 15 people
- \$25 up to 35 people
- \$50 up to 100 people
- \$100 over 100 people

ARE YOU SEEKING PERMISSION TO DRIVE ON PARK GRASS?

\$110.00
 Pending Fee Waiver Hearing **Fee Total**
\$100.00 **Deposit Total**
\$210.00 **Grand Total**

Receipt #

Refund of deposits will be processed as soon as possible

Date: 05/12/2014

Contact person: Heather Kinder

Type of Event: High School Reunion

Organization: Kuna High Class of 2004 Reunion

(If applicable)

Address: Address on EIN is 5689 Pheasant Ridge Trl, Lehi, UT, 84043/ Local Contact add: 504 S. Midpine Kuna, Id, 83634 (City, State, Zip Code)

Telephone: 208-949-0449

Senior Center Rules:

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

Park Rules:

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

After Hours Permit Requires:

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

Public Events Requires:

- Special Event Plan (Contact Clerks Office)

Applicant Signature of Acceptance and Responsibility _____ Date 5/12/2014

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

Fee Waiver Request

City of Kuna

Rental Request & Rental Agreement

763 W. AVALON

P.O. BOX 13

KUNA, ID 83634

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



Date:
 June 19th

Time:
 Daytime 6pm to 8pm
 After Hours _____ to _____

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

Event Type:
 Private
 Public

Amenities:
 Electricity
 Tables

Fees:
Bernie Fisher
Bandshell or Gazebo

- \$10 up to 15 people
- \$25 up to 35 people
- \$50 up to 100 people
- \$100 over 100 people
- Cleaning/damage deposit in addition and in the amount of the reservation fee.
- \$10 Electricity

Picnic Tables for parks other than Bernie Fisher Park

- \$25 up to 10 tables
- \$50 over 10 tables

Senior Center
 \$50 first hour
 \$10 additional hour or fraction thereafter
 \$150 cleaning and damage deposit

After Hours Permit
 \$10 up to 15 people
 \$25 up to 35 people
 \$50 up to 100 people
 \$100 over 100 people

ARE YOU SEEKING PERMISSION TO DRIVE ON PARK GRASSES?

85 _____ **Fee Total**
50 _____ **Deposit Total**

Grand Total

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

Date: 5/14/2014

Contact person: Chris Neal

Type of Event: A spaghetti feed fundraiser to raise money for Kuna Relay For Life

Organization: American Cancer Society-Kuna Relay For Life
(If applicable)

Address: _____
(City, State, Zip Code)

Telephone: 208-989-8133

Senior Center Rules:

- *No alcohol without a State and County approved liquor license with a valid catering permit issued by the City.*
- *No Smoking allowed in the building.*
- *No use of the kitchen, dishes or utensils. Furnish your own supplies.*
- *Building shall be left in clean and serviceable condition. Furnish your own trash bags.*
- *Return tables and chairs in original locations.*
- *Keys must be picked up before 5:00 p.m. on the day of the event, as last business day prior to the event.*
- *Return keys in the drop box located at City Hall.*

Park Rules:

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

After Hours Permit Requires:

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

Public Events Requires:

- *Special Event Plan (Contact Clerks Office)*

Chris Neal 5/14/2014
Applicant Signature of Acceptance and Responsibility Date

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

Mayor,

Here is the information for the lapel pins for council next week:

- The price is for the metal die stamped lapel emblems with an enamel color fill, poly top and military clutch back.

500-----.95ea

1000---.78ea

2500---.69ea

- The choices of base metal colors are gold, silver and copper
- There is no art die or set-up charge and we will email a color proof before production.
- They will have the city emblem (blue version) with verbiage that indicates this is the city's 150th sesquicentennial.
- Company providing bid is Coble company out of Boise. They are also the company who provides our city flags.

If council wants to get the pins, there is \$1,931 available from the funds council allocated for the 150th celebration and Year of the Kuna Kid.

Thanks

Chris

RESOLUTION NO. R35-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO ESTABLISHING A PARTICIPANT FEE AND A MATERIAL REIMBURSEMENT FEE FOR THE KUNA PARKS AND RECREATION COMMUNITY EDUCATION PROGRAM; PROVIDING FOR A WAIVER OF THE PARTICIPANT FEE AND MATERIALS REIMBURSEMENT FEE FROM THE CLERK'S OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna by and through its Parks and Recreation Department has established a community education program that offers evening educational classes to the public; and

WHEREAS, the community education program contracts with instructors to teach the classes at an expense to the city, and the instructors may provide handout materials that have been prepared at the instructor's expense; and

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the following community education program participant fees are established:

COMMUNITY EDUCATION PROGRAM FEES:

Participant Fee: Not to exceed \$3.00 per person or \$10.00 per family living within the same household.

Materials Fee: As determined by the instructor.

BE IT FURTHER RESOLVED that the participant fee and material reimbursement fee may be prepaid at city hall during regular business hours. An instructor may also collect the participant fee and materials reimbursement fee at the time of the class, in which case the instructor shall be provided a duplicate receipt book by the city, and issue a copy of the receipt to the participant upon payment, and the monies collected by the instructor and the duplicate receipt shall be provided to the city the following business day.

BE IT FURTHER RESOLVED that any participant may request a waiver of the participant fee and the materials reimbursement fee by requesting a fee waiver from clerk's office, who shall have the authority to waive the fees based upon a finding of good cause that the fees would be a financial hardship to the participant.

PASSED BY THE COUNCIL of Kuna, Idaho this ____ day of _____ 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

DRAFT



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

GORDON N. LAW
CITY ENGINEER

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: City Construction and Planning Projects
May 2014

DATE: May 15, 2014

REQUEST: FYI

The city has a number of capital and planning projects budgeted for 2014 and in various stages of progress at present. Some projects may ultimately affect traffic mobility or temporarily inconvenience neighborhoods and Mayor and Council may receive comments and questions concerning them. Other projects are simply included for informational purposes. This memo is intended to give a short review of each project.

1. **Test Well (# 3 / 11)** – This project is for the purpose of developing a higher quality potable well to replace Well 3 (Butler) and the conversion of Well 3 to irrigation purposes. The test well is complete and we are awaiting sample results. The pump column from Well 3 has been pulled, the casing examined, and two holes found which appear to be repairable. The well screens have been cleaned, surged, swabbed and packer pumped. We are awaiting opportunity to test pump the well and re-check water quality before repairing the holes in the casing. It is possible the two holes were allowing chemically incompatible water to mix creating foul tastes and odors. Once the casing is repaired, it may be possible to save Well 3 as a potable well and delay the need to drill Production Well 11. The City Attorney has filed an application for Well 9 and Well 3 / 11 to be a point of diversion for our 18 cfs water right and the application has been approved.
2. **2014 PI Line Extensions** – This project is for the extension of PI lines on Boise Street (unopened) from Orchard to Kay and on School Street from Sandbox to Avalon. Design of both is complete and are advertised for bid.
3. **2014 Water Line Extensions** – This project is for the extension of water lines on Titan (unopened) from Park Avenue to Owyhee Avenue and on Linder Street from Hillgreen to Quaking Aspen. Design of both is complete and are advertised for bid.

4. **Butler PI Project** – This project is intended to extend PI mains to as many customers as desired PI service in Butler Subdivision. The first two clusters of homes are connected and extension of service to the third cluster is in progress.
5. **Greenbelt East** – This project extends the greenbelt along Indian Creek from Swan Falls Road east toward Orchard. The site has been grubbed and cleared and the irrigation main has been started. Funding for the pathway paving from COMPASS has been secured. ACHD has agreed to provide equipment and labor to pave the pathway. Funding for Orchard Street improvements is also being secured. City staff is completing the Pizza Hut project before commencing construction.
6. **Greenbelt Irrigation Main** – This project extends a PI Main from Swan Falls eastward and from Pizza Hut westward to the BMX Track to irrigate the new greenbelt and to serve additional customers. The design of the Greenbelt portion of the project has been completed and design of the Greenbelt-to-Avalon portion is in progress. Design of the connection westward across Swan Falls into the main park has not commenced. Rock has been a significant issue. City staff is in progress on the completing the Pizza Hut portion of the project and will commence construction of the eastern portion when Pizza Hut is complete.
7. **Indian Creek Pump Station** – This project is to re-start an abandoned irrigation pump station to water Bernie Fisher Park, existing greenbelt and new additions to greenbelt areas. A formal request has been submitted to Boise Project to re-start the station and the City is preparing a Corps of Engineers Permit request. Construction is expected in 2015
8. **Pizza Hut Park Extension** – This project is to install irrigation main, sprinklers and turf in the undeveloped park area south of Pizza Hut and to extend irrigation main west of Bridge Street. Construction of the irrigation main and sprinklers are in progress.
9. **Fine Screen Project** – This project is to install a secondary fine screen at the NWWTP to protect its membranes from fibers and other trash. The fine screen unit has been ordered and the site-work portion of the project has been awarded. The project is supposed to be complete by July 1.
10. **Pond 7 Blower Replacement** – The purpose of this project is replace an inefficient unreliable roots-type positive displacement blower with an energy efficient turbo-type blower. The funding for this project will partially come from an Idaho Power Grant if the power savings are justified. The city is in the process of completing an energy savings audit to justify the grant.
11. **SCADA Upgrade** – This project is intended to improve the gathering and presentation of operational data to assist in the proper management of our treatment, piping and pumping systems. Our specialty Contractor is now performing the work.
12. **West Avalon Gateway Project** – This project is intended to improve the view and function of Shortline, Bridge and West Avalon. Construction commenced in May.
13. **Main / 3rd Roundabout** – This project is intended to replace the delta-configuration of the intersection with a roundabout. ACHD is at 60% design of the project.
14. **Linder / Deer Flat Intersection** – This project is intended to construct intersection improvements. ACHD is in the “Concept Report” stage of the project.
15. **Vehicle Inventory Control** – Not started.

16. **Water Master Plan Amendment** – Not started.
17. **Crimson Point Subdivision #6** – Infrastructure construction is in progress.
18. **Arbor Ridge Subdivision #2** – Infrastructure construction is in progress.
19. **Silver Trail Subdivision #1** – Construction plans approved and awaiting construction.
20. **The Villas at Crimson Point** – Construction plans are in review.
21. **Arbor Ridge Subdivision #3** – Construction plans approved and awaiting construction.
22. **Kroman Estates Subdivision** – Awaiting commencement of construction.
23. **Crimson Point #7** - Construction plans are in review.
24. **Kuna Caves Storage** - Construction plans are in review.

GORDON N. LAW
CITY ENGINEER



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

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: S. School Avenue (2014) Pressure Irrigation Project
Boise Street (2014) Pressure Irrigation Project
Right-of-way License

DATE: May 15, 2014

REQUEST: Approve Resolution for ACHD Right-of-way License Agreement

Approximately two months ago ACHD notified the City that license agreements were now going to be required to place City pressure irrigation facilities in ACHD right-of-way. This was a new and unexpected requirement, and furthermore, ACHD had not established the form of such an agreement. This left to the City the task of proposing the form of an agreement.

On April 22nd, the City submitted proposed agreements, which ACHD's attorney's agreed to review. As of yet the City has received no mark-up or formal response in spite of frequent requests for it. This is threatening the City's construction schedule wherein the City needs to be through with the School Street portion of the project by the middle of July. If it is not done within the time frame noted, the project may need to be delayed for five years.

In order to stay on schedule, and in in consideration of Council's infrequent meeting schedule, the City Engineer requests broad discretion for the Mayor in signing an agreement when it is forwarded rather than waiting for the next meeting. Attached is the proposed license agreement the City sent to ACHD. It is expected the final version will be similar in content but not identical.

The City Engineer requests direction from the Board. If by chance ACHD comes through with a submittal before Council Meeting, an appropriate resolution will be provided.

Attachment

**INTERAGENCY LICENSE AGREEMENT – ADA COUNTY HIGHWAY DISTRICT AND THE
CITY OF KUNA, IDAHO**

Re: Pressure Irrigation Piping in Boise Street between Orchard Street and Kay Street;
Pressure Irrigation Piping in Kay Street between Boise Street and E. Limestone Street

THIS LICENSE AGREEMENT (Agreement) is made and entered into this _____ day of _____, 2014, by and between the ADA COUNTY HIGHWAY DISTRICT (ACHD) and the City of Kuna, Idaho (CITY).

W I T N E S S E T H :

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

It is hereby agreed as follows:

1. NATURE OF LICENSE: Pursuant to the terms, conditions and limitations of this Agreement, ACHD hereby grants to CITY, a license to encroach upon a portion of its public right-of-way in Ada County (right-of-way) for the following specific use:

To use a portion of the right-of-way generally known as Boise Street (unopened) located between Orchard Avenue and Kay Avenue immediately north of the MoonHill Estates Subdivision, and a portion of the right-of-way known as Kay Avenue between the Boise Street (unopened) right-of-way described above and E. Limestone Street for the installation and maintenance of pressure irrigation piping and valving equipment (Pressurized Irrigation System) for the CITY's exclusive use in performing its duties as a utility in providing pressurized irrigation water to its customers pursuant to Idaho Code Title 50, Section 18.

The CITY agrees that prior to installation of any proposed Pressurized Irrigation System, the CITY will submit to ACHD, engineered drawings, depicting the CITY'S proposed location of the pressure irrigation piping and valving equipment to be installed in the right-of-way. ACHD will timely review the engineered drawings to determine if the proposed location and construction standards of the pressure irrigation piping and valving equipment that is to be installed in the right-of-way is acceptable to ACHD. ACHD will either approve the location and construction standards of the Pressurized Irrigation System, or return the engineered drawings with written comments detailing those portions of the proposed Pressurized Irrigation System that do not meet with its approval.

The CITY will utilize open trench construction methods to install the proposed piping improvements and related appurtenances. The piping shall have a minimum depth of cover of four (4) feet. The CITY will be responsible for the location of existing easements and facilities before any construction in the right-of-way. The CITY understands and agrees that it may be required to remove and/or relocate the pressurized irrigation piping and valving if a

need for this portion of the right-of-way is required for vehicle transportation; and all costs associated with the removal and relocation will be the responsibility of the CITY and not ACHD.

This Agreement is not an exclusive right to use the right-of-way; is not intended to preclude access to adjacent and abutting properties; and is subject to any existing easements of record or in use.

2. GRANT OF LICENSE: The property to be included in this Agreement includes the public right-of-way dedicated to ACHD in and around the CITY in Ada County, State of Idaho that the CITY desires to use to distribute its pressurized irrigation water.
3. TERM OF LICENSE: This license will commence on the _____ day of _____, 2014, and will continue until the parties agree to mutually terminate the agreement in writing.
4. OWNERSHIP: CITY acknowledges that the real property described in paragraph (2), "Grant of License," hereinabove is a public right-of-way and CITY waives any claim to ownership of the right-of-way whether in fee, adverse possession or any other right, title or interest therein, other than established pursuant to the terms of this Agreement. This Agreement does not extend to CITY, the right to use the right-of-way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use right-of-way. If the right-of-way has been opened as a public Highway (as used in this License Agreement the term "Highway" is as defined in *Idaho Code* § 40-109(5)) CITY's authorized use is subject to the rights of the public to use the right-of-way for Highway purposes. CITY's authorized use is also subject to the rights of holders of easements of record or obvious on inspection of the right-of-way and statutory rights of utilities to use the public right-of-way. This Agreement is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.
5. CITY'S FEES: Any ACHD license fees shall be waived in accordance with the *ACHD-CITY Interagency Governmental Agreement for Waiver of Costs and Fees* and incorporated herein by reference.
6. PRESSURIZED IRRIGATION PIPING AND VALVING EQUIPMENT: Pursuant to the terms of this License Agreement, CITY may install the pressurized irrigation piping and valving equipment within the right-of-way as set out in paragraph (1), "Nature of License." At its sole cost and expense, CITY shall maintain the pressurized irrigation piping and valving equipment in good condition and repair and as required to satisfy applicable laws, the policies of ACHD and sound engineering practices. CITY shall without cost or fees, have access over, across and under the right-of-way for the purposes of accomplishing such repair and maintenance.

If the Highway on and/or adjacent to the right-of-way is damaged as a result of:

- (i) the performance by CITY of the maintenance required by this Paragraph (6), or the failure or neglect to perform such maintenance; and/or

- (ii) CITY's design, installation or use of the Improvements, regardless of cause;

The CITY at its sole cost and expense shall forthwith correct such deficiency and restore the Highway and the surface of the right-of-way to the same condition it was in prior thereto, and if CITY shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of written notification sent to the CITY engineer, ACHD may proceed to do so, in which event CITY agrees to reimburse ACHD for the reasonable costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

Notwithstanding the provisions of the preceding paragraph, should an emergency exist related to the CITY's use of this license which threatens the stability or function of the Highway on or adjacent to the right-of-way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of, and at the cost of CITY necessary emergency repairs.

It is agreed that upon the termination of this Agreement, and only if directed by the ACHD to do so, CITY will promptly remove the Pressurized Irrigation System in the right-of-way by CITY at no cost or expense to ACHD.

It is further agreed that should CITY not remove the Pressurized Irrigation System in the right-of-way at the termination of this Agreement and at the direction of ACHD, the CITY hereby disclaims any interest or title to the improvements or fixtures left on the property after the expiration of the term of this Agreement, and all improvements and/or fixtures left on the property after the termination of this Agreement will pass to ACHD at no cost to ACHD.

7. ASSIGNMENT: It is expressly agreed and understood by and between the parties hereto, that CITY will not have the right to assign, transfer, hypothecate or sell any of its rights under this License Agreement except upon the prior express written consent of ACHD.
8. HAZARDOUS MATERIAL CLAIMS; CITY shall not use, store, release, threaten to release, discharge, or dispose of any hazardous materials on, under or about the real property described in Paragraph (2) "Grant of License,".
9. ATTORNEYS FEES: It is agreed by and between the parties hereto, that in the event suit is instituted for the purpose of enforcing any and all of the provisions of this License Agreement, the prevailing party will be entitled to such attorneys' fees as are adjudged reasonable by the Court.
10. NO COST TO ACHD: Any and all costs and expenses associated with CITY's authorized use of the right-of-way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of CITY.
11. NOTICE: Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mails, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile

By:
Its: Mayor

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared, _____, known or identified to me to be the _____ for the Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

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: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ for the City of Kuna, the person who executed this instrument on behalf of said City, and acknowledged to me that the City of Kuna executed the same.

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: _____

My commission expires: _____

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

INTERAGENCY LICENSE AGREEMENT – ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA, IDAHO

Re: Pressure Irrigation Piping in School Street between W. Avalon Street and W. Sandbox Street.

THIS LICENSE AGREEMENT (Agreement) is made and entered into this _____ day of _____, 2014, by and between the ADA COUNTY HIGHWAY DISTRICT (ACHD) and the City of Kuna, Idaho (CITY).

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

It is hereby agreed as follows:

1. NATURE OF LICENSE: Pursuant to the terms, conditions and limitations of this Agreement, ACHD hereby grants to CITY, a license to encroach upon a portion of its public right-of-way in Ada County (right-of-way) for the following specific use:

To use a portion of the right-of-way generally known as School Street located between W. Avalon Street and W. Sandbox Street for the installation and maintenance of pressure irrigation piping and valving equipment (Pressurized Irrigation System) for the CITY's exclusive use in performing its duties as a utility in providing pressurized irrigation water to its customers pursuant to Idaho Code Title 50, Section 18.

The CITY agrees that prior to installation of any proposed Pressurized Irrigation System, the CITY will submit to ACHD, engineered drawings, depicting the CITY'S proposed location of the pressure irrigation piping and valving equipment to be installed in the right-of-way. ACHD will timely review the engineered drawings to determine if the proposed location and construction standards of the pressure irrigation piping and valving equipment that is to be installed in the right-of-way is acceptable to ACHD. ACHD will either approve the location and construction standards of the Pressurized Irrigation System, or return the engineered drawings with written comments detailing those portions of the proposed Pressurized Irrigation System that do not meet with its approval.

The CITY will utilize open trench construction methods to install the proposed piping improvements and related appurtenances. The piping shall have a minimum depth of cover of four (4) feet. The CITY will be responsible for the location of existing easements and facilities before any construction in the right-of-way. The CITY understands and agrees that it may be required to remove and/or relocate the pressurized irrigation piping and valving if a need for this portion of the right-of-way is required for vehicle transportation; and all costs associated with the removal and relocation will be the responsibility of the CITY and not ACHD.

This Agreement is not an exclusive right to use the right-of-way; is not intended to preclude access to adjacent and abutting properties; and is subject to any existing easements of record or in use.

2. GRANT OF LICENSE: The property to be included in this Agreement includes the public right-of-way dedicated to ACHD in and around the CITY in Ada County, State of Idaho that the CITY desires to use to distribute its pressurized irrigation water.
3. TERM OF LICENSE: This license will commence on the _____ day of _____, 2014, and will continue until the parties agree to mutually terminate the agreement in writing.
4. OWNERSHIP: CITY acknowledges that the real property described in paragraph (2), "Grant of License," hereinabove is a public right-of-way and CITY waives any claim to ownership of the right-of-way whether in fee, adverse possession or any other right, title or interest therein, other than established pursuant to the terms of this Agreement. This Agreement does not extend to CITY, the right to use the right-of-way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use right-of-way. If the right-of-way has been opened as a public Highway (as used in this License Agreement the term "Highway" is as defined in *Idaho Code* § 40-109(5)) CITY's authorized use is subject to the rights of the public to use the right-of-way for Highway purposes. CITY's authorized use is also subject to the rights of holders of easements of record or obvious on inspection of the right-of-way and statutory rights of utilities to use the public right-of-way. This Agreement is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.
5. CITY'S FEES: Any ACHD license fees shall be waived in accordance with the ACHD-CITY *Interagency Governmental Agreement for Waiver of Costs and Fees* and incorporated herein by reference.
6. PRESSURIZED IRRIGATION PIPING AND VALVING EQUIPMENT: Pursuant to the terms of this License Agreement, CITY may install the pressurized irrigation piping and valving equipment within the right-of-way as set out in paragraph (1), "Nature of License." At its sole cost and expense, CITY shall maintain the pressurized irrigation piping and valving equipment in good condition and repair and as required to satisfy applicable laws, the policies of ACHD and sound engineering practices. CITY shall without cost or fees, have access over, across and under the right-of-way for the purposes of accomplishing such repair and maintenance.

If the Highway on and/or adjacent to the right-of-way is damaged as a result of:

- (i) the performance by CITY of the maintenance required by this Paragraph (6), or the failure or neglect to perform such maintenance; and/or
- (ii) CITY's design, installation or use of the Improvements, regardless of cause;

The CITY at its sole cost and expense shall forthwith correct such deficiency and restore the Highway and the surface of the right-of-way to the same condition it was in prior thereto, and if CITY shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of written notification sent to the CITY engineer, ACHD may proceed to do so, in which event CITY agrees to reimburse ACHD for the reasonable costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

Notwithstanding the provisions of the preceding paragraph, should an emergency exist related to the CITY's use of this license which threatens the stability or function of the Highway on or adjacent to the right-of-way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of, and at the cost of CITY necessary emergency repairs.

It is agreed that upon the termination of this Agreement, and only if directed by the ACHD to do so, CITY will promptly remove the Pressurized Irrigation System in the right-of-way by CITY at no cost or expense to ACHD.

It is further agreed that should CITY not remove the Pressurized Irrigation System in the right-of-way at the termination of this Agreement and at the direction of ACHD, the CITY hereby disclaims any interest or title to the improvements or fixtures left on the property after the expiration of the term of this Agreement, and all improvements and/or fixtures left on the property after the termination of this Agreement will pass to ACHD at no cost to ACHD.

7. ASSIGNMENT: It is expressly agreed and understood by and between the parties hereto, that CITY will not have the right to assign, transfer, hypothecate or sell any of its rights under this License Agreement except upon the prior express written consent of ACHD.
8. HAZARDOUS MATERIAL CLAIMS; CITY shall not use, store, release, threaten to release, discharge, or dispose of any hazardous materials on, under or about the real property described in Paragraph (2) "Grant of License,".
9. ATTORNEYS FEES: It is agreed by and between the parties hereto, that in the event suit is instituted for the purpose of enforcing any and all of the provisions of this License Agreement, the prevailing party will be entitled to such attorneys' fees as are adjudged reasonable by the Court.
10. NO COST TO ACHD: Any and all costs and expenses associated with CITY's authorized use of the right-of-way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of CITY.
11. NOTICE: Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mails, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a)

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared, _____, known or identified to me to be the _____ for the Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

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: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2014, before me, _____, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ for the City of Kuna, the person who executed this instrument on behalf of said City, and acknowledged to me that the City of Kuna executed the same.

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: _____
My commission expires: _____

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

RESOLUTION NO. R36-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT TO PERMIT THE PLACEMENT OF THE CITY OF KUNA'S PRESSURIZED IRRIGATION SYSTEM CONSISTING OF PRESSURE IRRIGATION PIPING AND VALVING EQUIPMENT WITHIN THE ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute an agreement with the Ada County Highway District to permit the placement of the City of Kuna's pressurized irrigation system consisting of pressure irrigation piping and valving equipment within the Ada County Highway District right-of-way, as negotiated by the city engineer and city attorney with the Ada County Highway District.

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of May 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of May 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk