



CITY OF KUNA

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

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

OCTOBER 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
TUESDAY, OCTOBER 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: Karen Hernandez, United Methodist Church

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 September 23, 2014 Joint Meeting with Meridian City Council
2. Minutes of September 30, 2014 Special Meeting
3. Minutes of October 7, 2014 Regular Council Meeting

B. Accounts Payable Dated October 21, 2014 in the Amount of \$431,750.63.

C. Alcohol Licenses:

1. Lima Limon Peruvian Restaurant, 751 W 4th Street, Liquor-by-the-Drink, On Premise Beer

D. Resolutions:

1. Adopt Resolution No. R63-2014 Accepting Utility Easement from Lete Family Revocable Trust

E. Findings of Facts and Conclusions of Law:

2. Citizen's Reports or Requests:

- A. Fee Waiver Request from Mark Barnes, Kuna Melba News, and Ronnie Soldano, Synchrnyze Photography, for use of Bandshell at Bernie Fisher Park on November 3, 2014 for a Public Holiday Photography Event – Mark Barnes, Editor, Kuna Melba News

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

- A. Development Agreement Modification 08-08-DA; Linder Farms – Troy Behunin, P&Z
Applicant requests modification of the Development Agreement (DA) for Linder Farms, one-half mile south of Lake Hazel on the west side of Linder Road. This application requests adding Bus Guide Tours through corn fields and paintball activities to the recorded Development Agreement.

- B. J&M Sanitation – Tim Gordon, J&M Sanitation, Inc.

A Public Hearing to Gather Public Testimony Concerning a Proposed Increase in the Solid Waste Collection Service Fees Charged by J&M Sanitation Pursuant to City of Kuna Ordinance No. 679 Establishing a System for the Collection, Hauling and Removal of Solid Waste within the City and Establishing Fees on the Collection thereof.

1. Consideration to Approve Resolution No. R56-2014 J&M Sanitation Fee Schedule

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE SOLID WASTE FEE SCHEDULE FOR J&M SANITATION; AND PROVIDING AN EFFECTIVE DATE OF NOVEMBER 1, 2014.

- C. Pathway Width – Richard Roats, City Attorney

A Public Hearing To Take Testimony Concerning The City’s Request To Amend A Portion Of Subdivision Regulations As Contained In Title 5, Chapter 17, And A Portion Of Vacations, Dedications And Variances As Contained In Title 6, Chapter 4, Of The Kuna City Code To Allow The City Council To Permit A Pathway That Is Nine (9) Feet Wide Upon Making Findings That The Width Of Nine (9) Feet Is Not A Safety Hazard And It Is In The Interest Of The City To Allow The Narrower Width Where The City Has A Ten (10) Foot Wide Greenbelt Pathways Requirement. At the Conclusion of the Public Hearing, the City Is Recommending That Council Adopt The Proposed Findings Of Fact And Conclusions Of Law As Provided For In The Staff Report. (Note: Ordinance No. 2014-20 Is In Section 5.)

- D. Release of Development Agreement for McDonald’s – Richard Roats, City Attorney

1. Resolution R64-2014 McDonald’s

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM LOT 8, BLOCK 1 OF THE RIDLEY’S FAMILY CENTER SUBDIVISION NO. 1

E. Release of Development Agreement from the Falcon Ridge School Property – Richard Roats, City Attorney

1. Resolution No. R65-2014 Falcon Ridge School Property

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE FALCON RIDGE SCHOOL PROPERTY.

4. Business Items:

A. Continued Discussion for Consideration to Approve Resolution No. R51-2014 Integra Service Agreement – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE INTEGRA SERVICE AGREEMENT TO UPGRADE THE INTERNET SERVICE TO ACCEPTABLE STANDARDS FOR THE SAFETY, WELFARE AND PROTECTION OF THE CITY AND THE PUBLIC AND TO THE CITY OF KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

B. Consideration to Approve Resolution No. R57-2014 Valley Regional Transit Agreement

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT FOR ANNUAL ASSESSMENT WITH VALLEY REGIONAL TRANSIT AND THE CITY OF KUNA, AUTHORIZING THE CITY OF PAY ONE THOUSAND DOLLARS (\$1,000.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

C. Consideration to Approve Resolution No. R58-2014 Approving New Fees for Drinking Water System – Gordon Law, City Engineer

A RESOLUTION AMENDING PORTIONS OF RESOLUTION R58-2013 THAT: SET FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHED FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHED WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDED FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SET FORTH MINIMUM LINE SIZES; REPEALED FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

D. Consideration to Approve Resolution No. R59-2014 Approving New Fees for the Sewer System – Gordon Law, City Engineer

A RESOLUTION AMENDING CERTAIN SECTIONS OF RESOLUTION R59-2013 THAT: SET FORTH THE AUTHORITY FOR ADOPTING SEWER FEES;

ESTABLISHED FEES FOR CONNECTING TO SEWER SYSTEM; ESTABLISHED MONTHLY SEWER USE FEES THAT ARE NOW AMENDED WITH SEWER RATE CHANGES FOR ALL CUSTOMERS; SET FORTH MINIMUM LINE SIZES; PROVIDED FOR A METHOD OF COMPUTING USER EQUIVALENT; REPEALING FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

- E. Consideration to Approve Resolution No. R60-2014 Approving Irrigation Expenses for 2015, Approving Uniform Method of Assessment, Accepting Assessment Roll, Setting Date and Time for Board of Correction and Amending Various Irrigation Policies and Fees – Gordon Law, City Engineer

A RESOLUTION OF THE COUNCIL OF THE CITY OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR SAID CITY; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2015 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2014 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2015 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2015 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

- F. Consideration to Approve Resolution No. R62-2014 Amended Emergency Management Joint Powers Agreement – Council Member Stear

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT, AUTHORIZING AND APPROVING THE PAYMENT OF ANNUAL MEMBERSHIP DUES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- G. Consideration to Approve Resolution No. R67-2014 Approving Consultant Services Agreement for North Waste Water Treatment Plant Parking Project – Gordon Law, City Engineer

- H. Consideration to Approve Resolution R68-2014 ACHD Interagency Agreement for Pathway Construction – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PAVING AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT VALLEY OFFICE SYSTEMS AS EXECUTED BY THE MAYOR.

- I. Discuss Proposed Fee Schedule for Temporary Mobile Vendor Permit – Richard Roats, City Attorney

- J. Request from City Clerk's Office for the use of \$546.13 of the General Fund Contingency Balance as Continuation of Prior Year Approval for Year of the Kuna Kid and Kuna's 150th Birthday Celebration – John Marsh, City Treasurer

5. Ordinances:

A. First Reading of Ordinance No. 2014-17 Arbor Ridge Subdivision No. 2 Irrigation Annexation

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PARCEL, CONTAINING ARBOR RIDGE SUBDIVISION NO. 2, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

B. First Reading of Ordinance No. 2014-19 Zimmerman Annexation

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, NOW KNOWN AS PARCEL R7686240322 AND REFERRED TO AS A PORTION OF LOTS 18 AND 19 BLOCK 2 OF SADDLE RIDGE ESTATES; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

C. First Reading of Ordinance No. 2014-20 Pathway Width

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING A PORTION OF SUBDIVISION REGULATIONS AS CONTAINED IN TITLE 5, CHAPTER 17, AND A PORTION OF VACATIONS, DEDICATIONS AND VARIANCES AS CONTAINED IN TITLE 6, CHAPTER 4, OF THE KUNA CITY CODE TO ALLOW THE CITY COUNCIL TO PERMIT A PATHWAY THAT IS NINE (9) FEET WIDE UPON MAKING FINDINGS THAT THE WIDTH OF NINE (9) FEET IS NOT A SAFETY HAZARD AND IT IS IN THE INTEREST OF THE CITY TO ALLOW THE NARROWER WIDTH WHERE THE CITY HAS A TEN (10) FOOT WIDE

GREENBELT PATHWAYS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

D. *First Reading of Ordinance No. 2014-21 Benjamin Bernier Annexation*

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, NOW KNOWN AS PARCEL S1325233780 AND REFERRED TO AS THE BENJAMIN BERNIER PROPERTY; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

6. Mayor/Council Discussion Items:

7. Announcements:

8. Executive Session:

9. Adjournment:

1 **CITY OF KUNA AND CITY OF MERIDIAN**
2 **JOINT MEETING**
3 **MINUTES**

4 **TUESDAY, SEPTEMBER 23, 2014 at 3:00 P.M.**
5 **Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

6
7
8 **KUNA CITY**

9 **COUNCIL MEMBERS PRESENT:** Mayor W. Greg Nelson
10 Council President Richard Cardoza
11 Council Member Briana Buban-Vonder Haar
12 Council Member Pat Jones
13 Council Member Joe Stear

14
15 **KUNA CITY STAFF PRESENT:** Richard Roats, City Attorney
16 Gordon Law, City Engineer
17 Wendy Howell, Planning & Zoning Director
18 Troy Behunin, P&Z Department
19 Brenda Bingham, City Clerk

20
21 **MERIDIAN CITY**

22 **COUNCIL MEMBERS PRESENT:** Mayor Tammy de Weerd
23 David Zarembo, City Council Seat 1
24 Joe Borton, City Council Seat 2
25 Charlie Rountree, Council President Seat 3
26 Keith Bird, City Council Seat 5
27 Luke Cavener, City Council Seat 5
28 Genesis Milam, City Council Seat 6

29
30 **MERIDIAN CITY STAFF PRESENT:** Bill Nary, City Attorney
31 Caleb Hood, Planning Department
32 Bruce Chatterman, Community Development
33 Robert Simison, Mayor's Office

34
35 **OTHERS PRESENT:** Mark Barnes, Kuna Melba News; Tim Eck, property owner; Vern Sparks,
36 property owner; Frank Thompson; Ralph Chapelle

37
38 **3:00 P.M.**

39
40 **1. Call to Order and Roll Call**

41
42 Mayor Nelson welcomed everyone and called the meeting to order at 3:00 p.m. He had
43 everyone introduce themselves reflecting the following in attendance:
44 Kuna City Council Members Pat Jones, Richard Cardoza, Joe Stear and Briana Buban-
45 Vonder Haar.

1
2 Meridian Mayor Tammy de Weerd and City Council Members Genesis Milam, Luke
3 Cavener, Keith Bird, Charlie Rountree, David Zaremba. Joe Barton joined the meeting
4 shortly after it began.
5

6 **2. Discussion regarding the area of impact boundary line between the City of Kuna and**
7 **City of Meridian**
8

9 Mayor Nelson explained meetings have been held to discuss the impact boundary line. He
10 briefly mentioned a previous city council enlarged the land with the intent of using it for
11 storage agricultural ground for the new sewer plant.
12

13 Mayor Nelson reported one of the subdivisions on Amity Road and Tim Eck's purchases
14 were acceptable to Meridian.
15

16 Mayor de Weerd referred to recent meetings stating the discussion was to move their area of
17 impact to Amity and along the Rawson Canal and to include the area already annexed by
18 Kuna (Bitter Creek Subdivision) on to Black Cat Road then south to Lake Hazel and on to
19 the county line noting Meridian is comfortable with this line.
20

21 Discussion took place but there was confusion on the outcome noting some didn't think
22 there was an agreement on it.
23

24 Mayor Nelson thought everyone agreed on the annexed property to satisfy Tim Eck but
25 Meridian was going to approach the property owners in Bitter Creek to see what they
26 wanted to do.
27

28 Mayor de Weerd explained their line was originally at Lake Hazel but they agreed to move
29 their line to address Kuna's annexations and to address the concerns regarding Tim Eck's
30 property. They thought this was a good compromise to give concession to the area of
31 impact differences and to come to a resolution to draw a permanent line.
32

33 Mayor Nelson reported there were a number of land owners that would benefit by coming
34 into the Kuna side with gravity flowing into the new sewer plant. They began the process of
35 getting annexed into Kuna. There was interest expressed in learning what the property
36 owners in Bitter Creek would like.
37

38 Mayor de Weerd stated it is their practice to work from the inside out for planning purposes.
39 Concern noted on overextending services creating tax burdens for city sprawl. Their goal is
40 to come to an agreement of a permanent area of impact so they can follow a plan for capital
41 improvements and utility easements.
42

43 Discussion took place on the impact area in regards to services that can be accessed by
44 Kuna's waste water treatment plant.
45

1 Mayor de Weerd explained when they drew their line, noting it has been approved by the
2 county, people in attendance at the county planning meeting testified they wished to be in
3 Meridian.

4
5 More discussion took place as each council member offered comments recognizing the need
6 to work together to reach a consensus.

7
8 Mayor Nelson suggested the dividing line be the Rawson Canal since it lies at the top of the
9 slope. It could be followed to Highway 69.

10
11 Importance was placed on the need for commercial growth in Kuna. A comparison was
12 made noting the impact on Kuna citizens for the annual tax levy compared to Meridian's tax
13 levy for the area of Amity Road to Columbia Road. The potential annual revenue loss for
14 Kuna if the corridor was in Meridian would be approximately \$118,000 per year. If the
15 corridor was in Kuna, Meridian's loss in property tax per year would be about \$134,000.
16 The percentage of property tax levy that Kuna would be missing out on is almost 7% but
17 only .61% for Meridian which is a massive difference from a property tax standpoint. Kuna
18 currently has an 80/20 split of residential/commercial which creates a large tax burden for
19 the citizens to carry. The possibility of an expanded commercial area for Kuna would be
20 very beneficial. Services such as police, fire, etc. would also need to be expanded which
21 can be costly.

22
23 Mayor Nelson would like to follow the crest of the hill for areas that naturally drain to the
24 Kuna sewer and areas draining toward the north can be handled by Meridian. The mile
25 between Black Cat and McDermott would all be included in Meridian's impact area.

26
27 Mayor de Weerd expressed concern on fire services. They have an agreement with their
28 rural fire district which goes down Lake Hazel. Anything annexed above Lake Hazel line
29 would need to have fire services provided by Meridian. They do not have plans for a fire
30 station in that area. More discussion followed regarding fire district boundary lines.

31
32 Mayor de Weerd explained when their treatment plant was built it was still on the fringe of
33 their community. The city fathers at that time made a commitment to growing from the
34 inside out which is still evident today since their treatment plant is still on the fringe. They
35 are just now starting to grow in that area. By growing from the inside out, they have found
36 better economy to scale with police, fire and taxes.

37
38 Since Kuna's waste water treatment plant is located there, there is potential for development
39 to take place due to infrastructure already existing in that area.

40
41 Mayor Nelson stated that a commitment was made to take care of Tim Eck's land purchases
42 so that property could be defined and the border left as it is.

43
44 Concern was noted from Council Member Cardoza on giving up a mile of property that has
45 commercial growth potential for Kuna.

1 More discussion followed on the possibility of a border along the ridge. Property on the
2 corner of Lake Hazel and Meridian Road was discussed with desire expressed by Council
3 Member Jones to be included with Kuna's area of impact.

4
5 Mayor de Weerd explained the land owner of that corner testified at meetings to be in
6 Meridian's impact area.

7
8 Discussion took place on trading the corner of Amity and Meridian Road for the corner of
9 Lake Hazel and Meridian Road.

10
11 Recess at 4:14 p.m. (*Timestamp 01:11:14*)

12
13 Reconvened meeting at 4:30 p.m.

14
15 Mayor Nelson commented that maybe it is best to leave things as they are for now. Kuna
16 City Council is not interested in dropping the line back to Lake Hazel and Meridian Road.

17
18 Mayor de Weerd stated they would like to leave with some type of an agreement. She
19 suggested following the Rawson Canal from Meridian Road to where it meets on Amity
20 Road and on over to the county line at McDermott.

21
22 Multiple group discussions took place.

23
24 Council Member Stear suggested Kuna's line be Lake Hazel and Meridian's line be Amity
25 and then it be left on a first come, first serve basis in regards to annexing.

26
27 More discussion followed with concerns noted on utility lines from each city crossing and
28 the flow of the Rawson lateral.

29
30 Council Member Bird wants to have a hard line decided on.

31
32 Mayor de Weerd reported Meridian purchased land near the radio towers.

33
34 Council Member Joe Borton explained he needed to leave early but stated if a line is created
35 that all agree to then we need to take into account public works, police, fire, open space and
36 water for the existing area of impact. Applicants will need to understand that we will not
37 cross the line agreed upon for annexation. He made his commitment to this before leaving
38 the meeting at 5:05 p.m.

39
40 Council Member Buban-Vonder Haar stated she is not comfortable drawing the line on the
41 lateral. We have people willing to annex into the city right now.

42
43 Mayor de Weerd suggested Mayor Nelson check with the fire district regarding services.
44

1 Mayor Nelson stated his council’s desire to follow Amity to Meridian Road. He will check
2 with the fire district. There are two decisions for Kuna Council to make: (1) following
3 Rawson Canal to Meridian Road; or (2) following Amity to Meridian Road.
4

5 More discussion followed with no decisions made.
6

7 Mayor de Weerd reported they have a 6:00 meeting.
8

9 **3. Adjournment**

10 The meeting adjourned at 5:15 p.m.
11
12
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15

16 _____
17 W. Greg Nelson, Mayor
18
19

20 ATTEST:
21
22

23 _____
24 Brenda S. Bingham, City Clerk
25

26 *Minutes prepared by Brenda Bingham*
27 *Date Approved: CCM 10/21/14*
28
29

30 ***An audio recording of this meeting is available at City Hall upon request or it can be accessed***
31 ***at the City of Kuna website www.kunacity.id.gov***
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**CITY OF KUNA
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 30, 2014**

SADIE CREEK PARK AND POND

Located approximately 500 yards East of Luker Road on East Stagecoach Way
Kuna, ID 83634

5:00 P.M. at Sadie Creek Park

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: Gordon Law, City Engineer
Bobby Withrow, Parks Supervisor
Bob Bachman, Parks Maintenance/Fleet Manager
Chris Engels, Deputy City Clerk/Grant Administrator
Brenda Bingham, City Clerk

1. Welcome and Call to Order

Mayor Nelson welcomed everyone commenting on the potential of the park area and turned time over to Chris Danley.

2. On Site Visit to Review Sadie Creek Park for Improvements with Information on the Park Survey Presented from Chris Danley, Vitruvian

Chris Danley reported he has been visiting with Kuna citizens within the parks and at Kuna Days noting the various uses they enjoy and ideas they have for improvement. Sadie Creek Park has the highest potential for a successful park area in Kuna.

Sadie Creek Pond is not a fishing pond but could be opened up to a miniature lake type setting. He learned citizens do not swim in it often due to the heat and sun exposure. A healthy amount of algae growing in it creates a temporary barrier for some swimmers. A fountain could be added for circulation along with shade trees to help with the concerns.

The sand beach could run the circumference of the pond with beach volleyball courts constructed. A waterslide feature could be added and a splash pad could be installed near the eastern lawn space.

1 Improvement and operational costs are a concern but suggestions for collecting a nominal fee
2 to help offset the expenses were suggested.

3
4 Mr. Danley reported citizens were interested in a place to swim more than anything else. A
5 lot of citizens leave Kuna to find places to swim.

6
7 Gordon Law reported the pond has a liner in it to prevent drainage and the main purpose of
8 the pond is to provide an irrigation source. The city has invested approximately \$650,000 for
9 the park and pond.

10
11 Winter uses for the park and pond were also discussed. Installing pole perches for hawk
12 nests could be an added feature. Installing edible gardens was another suggested feature.

13
14 An idea to add a footbridge at Arbor Ridge Park was suggested.

15
16 Mr. Danley suggested that everyone notice park features in areas they visit to get ideas for
17 improvements and to remember all the age groups of the citizens in the community when
18 parks are being developed. He will prepare a list of recommendations for short term and
19 long term improvements to the various parks.

20
21 The Mayor and Council thanked Mr. Danley for the information.

22
23 **3. Adjournment**

24
25 The meeting adjourned at 5:45 p.m.

26
27
28
29
30 _____
31 W. Greg Nelson, Mayor

32 ATTEST:

33
34
35 _____
36 Brenda S. Bingham, City Clerk

37
38 *Minutes prepared by Brenda Bingham*
39 *Date Approved: CCM 10/21/14*

40
41
42 ***An audio recording of this meeting is available at City Hall upon request or it can be accessed***
43 ***at the City of Kuna website www.kunacity.id.gov***

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

TUESDAY, OCTOBER 7, 2014

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

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6:00 P.M. WORK SESSION

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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: Gordon Law, City Engineer
John Marsh, City Treasurer
Wendy Howell, Planning & Zoning Director
Troy Behunin, Sr. Planner
Bobby Withrow, Parks Supervisor
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 6:07 p.m. The following were present: Council Members Cardoza, Buban-Vonder Haar and Stear. Council Member Jones will be a few minutes late due to work responsibilities. (Arrived at 6:12 p.m.)

1.1 Discussion Regarding the Area of Impact Boundary Line on the North and Northeast between the City of Kuna and the City of Meridian (Timestamp 00:00:15)

Mayor Nelson explained the purpose of the meeting is to review what needs to be done in determining the boundary between Meridian and Kuna. A discussion took place in review of comments made at the September 23, 2014 meeting with Meridian City Council where negotiations took place in an attempt to draw a boundary line. No decisions were finalized at that time.

Reference was made to the Pear Blossom Subdivision regarding a letter received from a resident expressing their desire to be in Meridian.

Gordon Law pointed out another area of Pear Blossom Subdivision has been annexed into Kuna.

Council Member Stear explained a brief history of the Fire District. He explained there were a few full time personnel and a lot of volunteers. As they grew, they were able to hire more full time members and build more stations. There are no stations in the valley that are self-

1 sufficient. Kuna and Meridian Fire Departments have a minimum of three men minimum
2 staffing. If there is a structure fire, other departments are called to help. Meridian has five
3 stations to draw from so they do not always need to call Boise or Kuna for help. Kuna's
4 downfall is we only have one station to draw from. As Kuna grows, more resources and
5 stations will become available helping us to become more self-sufficient. We can service the
6 impact area now but there will be situations when we will need help.

7
8 It was noted the Lineman College is not currently annexed into Kuna.

9
10 Mayor Nelson pointed out the importance of keeping areas to help Kuna with commercial
11 growth. Especially to lessen the Kuna School District tax burden.

12
13 Kent Brown, 3161 East Springwood, Meridian, reported he worked nine years for the City of
14 Boise during the tug-o-war Meridian and Boise had regarding boundary lines. Things were
15 not resolved but it was developer driven through annexations.

16
17 During that time period, Ada County Commissioners decided that if you moved your impact
18 boundary line to a point then you had to guarantee to the community that you would provide
19 services within ten years. The biggest one being sewer.

20
21 Mr. Brown explained a discussion took place at that time regarding Pear Blossom Subdivision
22 noting it was originally called Spring Hill. A request for annexation into Kuna was
23 submitted. Kay Street would eventually run through Pear Blossom Subdivision. The sewer
24 runs through the southern portion of the property and the main trunk line is designed to go
25 through there.

26
27 Mr. Brown explained the residents showed up but they were not excited to see the city limits
28 already there. No one stated they wanted to go to Meridian at that time but they were not
29 interested in being annexed.

30
31 Mr. Brown was involved with the bubble plan that the City of Meridian created. A client of
32 Mr. Brown's owned land around the Locust Grove/Lake Hazel area that went all the way
33 down another mile south. When the bubble plan was created, the only thing left out of it,
34 besides the Lineman School, was the Baptist College. Due to the recession, the land holder
35 had to sell most of the land. He had holdings close to 1,200 acres in that area at the time it
36 was being designed and was the major land holder. The City of Meridian bought 80 acres of
37 that property on the southeast corner of Lake Hazel and Locust Grove.

38
39 Mr. Brown stated the sewer comes up through the old gravel pit at Amity Road. The sewer
40 could come up through the Black Rock Subdivision. The City of Meridian has already
41 annexed within a quarter mile of Lake Hazel at that location. They have annexed along
42 Meridian Road to Amity. Hawkin Smith came in with a proposal for a huge commercial
43 development on the west side of Meridian Road in that location.

44
45 Mr. Brown reported he attended the neighborhood meetings commenting that it was a free-
46 for-all on both sides of the line. He had properties on both sides of the line but from a

1 development community standpoint it was a matter of who could get the sewer there the
2 quickest to make things happen.

3
4 More concerns were discussed with Meridian's proposed line following the lateral.
5 Meridian's property around the radio towers does not affect Kuna.

6
7 It was the consensus of the council to stay with the Kuna~Meridian Impact Area Map as
8 presented. The map reflects the boundary along Amity Road from the Canyon County line to
9 ½ mile east of Highway 69; south to connect with Columbia Road; east on Columbia Road to
10 ½ mile east of Locust Grove Road; dropping south to ½ mile between Hubbard and
11 Columbia; proceeding east to the Meridian impact area line. Property owners will make the
12 decision of choosing to stay in Meridian's impact zone or to annex into Kuna. The Mayor
13 will notify Meridian City on the council's decision.

14 15 **1.2 Adjournment**

16
17 The work session ended at 7 p.m.

18 19 **7:00 P.M. REGULAR CITY COUNCIL**

20 21 **Call to Order and Roll Call** (*Timestamp 00:55:07*)

22
23 Mayor Nelson welcomed everyone and called the meeting to order at 7:00 p.m. Roll call reflected
24 Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

25
26 **Invocation:** Marcus Omdahl, New Beginnings Christian

27
28 **Pledge of Allegiance:** Mayor Nelson

29 30 **Request to Amend the Agenda** (*Timestamp 00:57:08*)

31
32 (*The council must move to amend the agenda per IC 67-2343 Effective July 1, 2009.*)

33
34 Amend the agenda originally posted on October 3, 2014 to remove Ordinance No. 2014-17 Arbor
35 Ridge Subdivisions No. 2 & 3 and to amend the packet material to replace Ordinance No. 2014-10
36 Temporary Mobile Vendor Permit with the corrected ordinance.

37
38 Staff was notified of the request on Monday, October 6, 2014.

39
40 **Council Member Buban-Vonder Haar moved to amend the agenda originally posted on**
41 **October 3, 2014 to remove Ordinance No. 2014-17 Arbor Ridge Subdivisions No. 2 & 3 and**
42 **to amend the packet material to replace Ordinance No. 2014-10 Temporary Mobile Vendor**
43 **Permit with the corrected ordinance. Seconded by Council Member Stear, all voting aye.**
44 **Motion carried 4-0.**

45 46 **1. Consent Agenda:** (*Timestamp 00:57:33*)

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

6
7 A. City Council Meeting Minutes:

8
9 1. Minutes of September 16, 2014 Special Meeting

10
11 B. Accounts Payable Dated October 7, 2014 in the Amount of \$324,030.60.

12
13 C. Alcohol Licenses:

14
15 D. Resolutions:

16
17 E. Findings of Facts and Conclusions of Law:

18
19 1. 14-01-S (Subdivision) Sailor Shores Meadows Subdivision

20 A preliminary plat re-approval for a residential subdivision in Kuna consisting of 26
21 buildable lots and 2 common lots on approximately 4.77 acres.

22
23 2. 14-01-ZC: Ridley's Family Markets

24 Request for a rezone of approximately 7.98 acres. This is a request to change from R-
25 6, to C-1 (Neighborhood Business District) within the Merrill Family Center
26 Commercial subdivision.

27
28 **Council Member Stear moved to approve the consent agenda as presented. Seconded by**
29 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

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

32
33 A. Red Ribbon Week Proclamation for Snake River Young Marines (*Timestamp 00:59:00*)

34
35 Mayor Nelson read the proclamation declaring October 23-31, 2014 be designated as Red
36 Ribbon Week in Kuna, Idaho.

37
38 B. Air Force Collegiate Opportunities – Lt. Col. Ange Keskey, Deputy Liaison Officer,
39 Idaho (*Timestamp 01:03:20*)

40
41 Lt. Col. Ange Keskey has been charged to educate community leaders who work with
42 young people about the Air Force Academy and opportunities that exist for them. An
43 appointment to the academy is equivalent to being offered a four-year scholarship with a
44 value of over \$40,000 per year. Flying aircraft, free fall and participating in military
45 training programs were some of the items available along with a choice of 31 academic
46 majors. After students are commissioned as a 2nd lieutenant they can move on to at least a
47 five year career in the Air Force.

1
2 Ms. Keskey also works with the counselors at Kuna and Meridian High School to help the
3 youth.

- 4
5 C. Fee Waiver Request from Kuna Lions Club for use of Senior Center on November 27,
6 2014 for Thanksgiving Dinner – Diana Cullin (*Timestamp 01:08:30*)

7
8 Diana Cullin explained her request as stated above and as done in previous years noting
9 anyone is welcome to attend. Appreciation was expressed to Ms. Cullin for all that she
10 does in our community.

11
12 **Council Member Stear moved to approve the fee waiver request. Seconded by**
13 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

14
15 **3. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)

- 16
17 A. 02-05-AN, Sub, Planned Unit Development (PUD) Conditions of Approval Modification
18 Crimson Point Subdivision – DB Development
19 Applicant requests modification of the conditions of approval for the Crimson Point PUD
20 subdivision development at the northwest corner of Deer Flat and Ten Mile Roads. This
21 request is for the requirement for single-story homes along the entire north boundary of
22 the project be removed allowing two-story homes to be built on the remaining open lots.
23 (*Timestamp 01:10:35*)

24
25 Troy Behunin explained the request as stated above explaining all the noticing
26 requirements have been fulfilled. At time of application in 2005, an exhibit
27 demonstrating transitional lots along the north boundary line for all phases of the
28 subdivision was submitted. Staff cannot find evidence why it was submitted but believe it
29 was requested as a way to buffer the development from the existing homes and farms on
30 the north boundary.

31
32 Crimson Point North (adjacent to approximately 1/3 of the area in this request) is being
33 developed with two story homes. Homes on the northern boundary are now seeking the
34 ability to build two story homes on the remaining lots.

35
36 Tim Eck, 6152 W. Half Moon Lane, Eagle, during the initial application there were a
37 series of transitional lots. Nothing in the conditions of approval or records seems to
38 dictate that there is a requirement for single story homes. It is unknown if there is a
39 condition or restriction and seeking clarification. If there is a conditional restriction for
40 single story homes along the boundary then they would like to see if it can be released.

41
42 Mayor Nelson opened the public hearing at 7:26 p.m.

43
44 SUPPORT

45
46 None
47

1 NEUTRAL

2
3 None

4
5 OPPOSE

6
7 Mike Cummings, 2468 Burleywood Path, Crimson Point Subdivision, explained one of
8 the reasons he bought his home at the location was because he would not have two story
9 homes looking into his back yard. They bought the property with the current zoning in
10 place and that is how they planned their yard. Single story homes are not a problem and
11 he would like the undeveloped section to remain as single story homes.

12
13 A discussion took place making reference to the map noting Burleywood Path is the
14 northern boundary and the property north of that is not part of the planned unit
15 development Crimson Point. It has a different land owner and is not part of the Crimson
16 Point Subdivision.

17
18 Mr. Cummins stated the public hearing sign was posted on that property so that is why
19 they thought it was included.

20
21 Mr. Behunin did not know why the sign was posted there since it is not part of the
22 subdivision.

23
24 Mr. Cummins requested that they would like to have the property along Ardell and Shayla
25 as single story homes.

26
27 Mr. Behunin replied that the request would have to come through as a separate application
28 because it is not included in the current request.

29
30 Judi Glathe, 2482 W. Burleywood Path, did not address the council since she had the
31 same concern at Mr. Cummings.

32
33 Tim Eck clarified they are applying strictly for Crimson Point 6 and Crimson Point 5. He
34 explained the concern is in regards to Crimson Point North which has a different owner,
35 developer and a different set of restrictions. To his knowledge, he does not believe they
36 have a single story house restriction in their conditions of approval. They already have
37 the freedom to do two story houses.

38
39 Mayor Nelson closed the Public Hearing at 7:34 p.m.

40
41 **Council Member Buban-Vonder Haar moved that Case Number 02-05-AN a**
42 **modification of the conditions of approval for Crimson Point Subdivision be**
43 **approved but the requirement for single story homes along the entire north**
44 **boundary of the project be removed allowing two story homes to be built on the**
45 **remaining open lots as the market dictates so that would include all transitional lots**
46 **that were affected by that restriction. Seconded by Council Member Stear, all**
47 **voting aye. Motion carried 4-0.**

1
2 **4. Business Items:**
3

- 4 A. 14-04-FP – Final Plat; Greyhawk No. 3 - Residential Sub; Kent Brown
5 Applicant Requests Final Plat Approval for Greyhawk Subdivision No. 3 which Proposes
6 21 residential lots and two (2) common lots – Troy Behunin, Senior Planner
7 *(Timestamp 01:32:23)*
8

9 Troy Behunin explained the request as stated above noting staff recommends approval.

10
11 **Council Member Buban-Vonder Haar moved to approve 14-04-FP the Final Plat for**
12 **Greyhawk No. 3 Subdivision. Seconded by Council Member Stear, all voting aye.**
13 **Motion carried 4-0.**
14

- 15 B. Continued Discussion for Consideration to Approve Resolution No. R47-2014 Adopting
16 New Fee Schedule with J&M Sanitation, Inc. – Richard Roats, City Attorney
17 *(Timestamp 01:35:00)*
18

19 Attorney Roats requested this item be tabled due to additional fees that have been added.
20 The public hearing will be re-noticed with the additional fees.
21

22 **Council Member Buban-Vonder Haar moved to table the discussion for**
23 **consideration to approve Resolution R47-2014 adopting a new fee schedule with**
24 **J&M Sanitation until the next meeting on October 21, 2104. Seconded by Council**
25 **President Cardoza, all voting aye. Motion carried 4-0.**
26

- 27 C. Consideration to Approve Resolution No. R51-2014 Integra Service Agreement – Richard
28 Roats, City Attorney *(Timestamp 01:36:03)*
29

30 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE
31 INTEGRA SERVICE AGREEMENT TO UPGRADE THE INTERNET SERVICE
32 TO ACCEPTABLE STANDARDS FOR THE SAFETY, WELFARE AND
33 PROTECTION OF THE CITY AND THE PUBLIC AND TO THE CITY OF
34 KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE
35 AGREEMENT.
36

37 Attorney Roats explained the city hall and treatment plant calls are sometimes dropped
38 during the day due to the slow internet connection because of the lines being shared. The
39 SCATA alarm system for the plant operates on the same system so this becomes a public
40 safety issue. Concern noted also on customer calls being dropped on water shut off day.
41 Recommendation was made to approve the Integra Service Agreement reflecting a cost of
42 \$750 per month.
43

44 A discussion took place with a few questions regarding the language in the agreement.
45 Mr. Roats will follow up on the concerns and report at the next meeting.
46

1 **Council Member Buban-Vonder Haar moved to table consideration to approve**
2 **Resolution R51-2014 Integra Service Agreement until the next meeting on Oct 21.**
3 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
4

5 Layne Saxton stated he learned more information regarding the school's system that may
6 help the council make a decision regarding this service. He will provide the information
7 to the city tomorrow or the following day.
8

- 9 D. Consideration to Approve Resolution No. R52-2014 Vendor Payments – John Marsh,
10 City Treasurer (*Timestamp 01:57:30*)
11

12 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY
13 TREASURER TO PROCESS PAYMENT OF AMOUNTS OWED TO CERTAIN
14 VENDORS PRIOR TO APPROVAL BY THE CITY COUNCIL.
15

16 **Council Member Buban-Vonder Haar moved to approve Resolution R52-2014.**
17 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
18

- 19 E. Consideration to Approve Resolution No. R53-2014 Bureau of Reclamation Permit –
20 Richard Roats, City Attorney (*Timestamp 02:02:36*)
21

22 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE CONSENT
23 TO USE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF
24 INTERIOR, BUREAU OF RECLAMATION AND AUTHORIZING THE MAYOR TO
25 EXECUTE THE AGREEMENT.
26

27 **Council Member Stear moved to approve Resolution R53-2014. Seconded by**
28 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
29

- 30 F. Consideration to Approve Resolution No. R54-2014 Idaho Humane Society Contract –
31 John Marsh, City Treasurer (*Timestamp 02:05:49*)
32

33 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR
34 TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO
35 PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO
36 FOR THE FISCAL YEAR OCTOBER 1, 2014 TO SEPTEMBER 30, 2015
37

38 **Council Member Stear moved to approve Resolution R54-2014. Seconded by**
39 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
40

- 41 G. Consideration to Adopt Resolution No. R55-2014 Approving Execution of Consultant
42 Services Agreement with Keller Associates – Gordon Law, City Engineer
43 (*Timestamp 02:07:13*)
44

45 **Council Member Stear moved to approve Resolution R55-2014. Seconded by**
46 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
47

1 H. Consideration to Join the Nation Mainstreet Program – \$250 Annually – Mayor Nelson
2 (*Timestamp 02:08:20*)
3

4 **Council Member Buban-Vonder Haar moved to spend \$250 from the Contingency**
5 **Fund to join the National Mainstreet Program. Seconded by Council Member Stear,**
6 **all voting aye. Motion carried 4-0.**
7

8 I. Monthly Project Report – Gordon Law, City Engineer (*Timestamp 02:10:49*)
9

10 Mr. Law explained the lists of projects in the report are those identified in the budgeting
11 process. He reported the fine screen project is in the final stages of closing out and the
12 screen appears to be working appropriately. No action needed.
13

14 **5. Ordinances:**
15

16 A. **First Reading of Ordinance No. 2014-10 Temporary Mobile Vendor Permit**
17 (*Timestamp 02:14:20*)

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

19 *Consideration to approve ordinance.*

20 *Consideration to approve a summary publication of the ordinance.*
21

22 AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 3,
23 CHAPTER 3 AMENDING THE TITLE TO TEMPORARY MOBILE VENDOR'S
24 PERMIT, SETTING FORTH CERTAIN DEFINITIONS, WHEN A PERMIT IS
25 REQUIRED AND EXCEPTIONS TO THE PERMIT REQUIREMENT, SETTING
26 FORTH THE APPLICATION AND FEE, SETTING FORTH THE ISSUANCE AND
27 EXHIBITION OF THE LICENSE, PROVIDING FOR CERTAIN RESTRICTIONS
28 AND STANDARDS, REQUIRING THAT GREY WATER BE DISPOSED OF
29 PROPERLY, REQUIRING TEMPORARY MOBILE VENDORS TO OBTAIN A
30 SPECIAL EVENT PERMIT DURING AN APPROVED SPECIAL EVENT,
31 PROVIDING FOR AN EXPIRATION DATE, SETTING FORTH UNLAWFUL
32 CONDUCT, PROVIDING FOR AN APPEAL PROCESS, PROVIDING FOR A
33 PENALTY AND SEVERANCE CLAUSE, AND PROVIDING AN EFFECTIVE DATE.
34

35 **Council Member Jones moved to dispense with the full reading and three**
36 **consecutive readings of Ordinance No. 2014-10 Temporary Mobile Vendor Permit.**
37 **Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried**
38 **4-0.**
39

40 **Council Member Jones moved to approve Ordinance No. 2014-10 Temporary**
41 **Mobile Vendor Permit. Seconded by Council Member Buban-Vonder Haar with the**
42 **following roll call vote:**

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

44 **Voting No: None**

45 **Absent: None**

46 **Motion carried 4-0.**
47

1 **Council Member Jones moved to approve a summary publication of Ordinance No.**
2 **2014-10 Temporary Mobile Vendor Permit. Seconded by Council Member Buban-**
3 **Vonder Haar all voting aye.**
4 **Motion carried 4-0.**

- 5
6 **B. *First Reading of Ordinance No. 2014-13 Kuna Caves Storage Units Irrigation***
7 ***Annexation (Timestamp 02:29:56)***
8 *Consideration to dispense with full reading and three consecutive readings.*
9 *Consideration to approve ordinance.*
10 *Consideration to approve a summary publication of the ordinance.*

11
12 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCELS
13 S1322111055 AND S1322111060, CONTAINING THE KUNA CAVES STORAGE
14 FACILITY, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE
15 BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES
16 THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE
17 POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS
18 ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN
19 EFFECTIVE DATE.

20
21 **Council Member Stear moved to dispense with the full reading and three consecutive**
22 **readings of Ordinance No. 2014-13. Seconded by Council Member Buban-Vonder**
23 **Haar, all voting aye. Motion carried 4-0.**

24
25 **Council Member Stear moved to approve Ordinance No. 2014-13. Seconded by**
26 **Council Member Buban-Vonder Haar with the following roll call vote:**
27 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**
28 **Voting No: None**
29 **Absent: None**
30 **Motion carried 4-0.**

31
32 **Council Member Stear moved to approve a summary publication of Ordinance No.**
33 **2014-13. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
34 **Motion carried 4-0.**

- 35
36 **C. *First Reading of Ordinance No. 2014-14 Crimson Point Subdivision No. 7 Irrigation***
37 ***Annexation (Timestamp 02:32:25)***
38 *Consideration to dispense with full reading and three consecutive readings.*
39 *Consideration to approve ordinance.*
40 *Consideration to approve a summary publication of the ordinance.*

41
42 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING CRIMSON POINT
43 SUBDIVISION NO. 7, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT
44 FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE
45 BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT
46 THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES

1 OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND
2 PROVIDING AN EFFECTIVE DATE.

3
4 **Council Member Buban-Vonder Haar moved to table Ordinance No. 2014-14**
5 **Crimson Point Subdivision No. 7 Irrigation Annexation until the next council**
6 **meeting. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
7

- 8 **D. First Reading of Ordinance No. 2014-15 Greyhawk Subdivision No. 3 Irrigation**
9 **Annexation (Timestamp 02:33:30)**
10 *Consideration to dispense with full reading and three consecutive readings.*
11 *Consideration to approve ordinance.*
12 *Consideration to approve a summary publication of the ordinance.*
13

14 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE
15 GREYHAWK SUBDIVISION NO. 3, INTO THE KUNA MUNICIPAL IRRIGATION
16 DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING
17 THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT
18 THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES
19 OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND
20 PROVIDING AN EFFECTIVE DATE.

21
22 **Council Member Stear moved to dispense with the full reading and three consecutive**
23 **readings of Ordinance No. 2014-15. Seconded by Council Member Buban-Vonder**
24 **Haar, all voting aye. Motion carried 4-0.**
25

26 **Council Member Stear moved to approve Ordinance No. 2014-15. Seconded by**
27 **Council Member Buban-Vonder Haar with the following roll call vote:**
28 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**
29 **Voting No: None**
30 **Absent: None**
31 **Motion carried 4-0.**
32

33 **Council Member Stear moved to approve a summary publication of Ordinance No.**
34 **2014-15. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
35 **Motion carried 4-0.**
36

- 37 **E. First Reading of Ordinance No. 2014-16 Silver Trail Subdivision No. 1 Irrigation**
38 **Annexation (Timestamp 02:35:11)**
39 *Consideration to dispense with full reading and three consecutive readings.*
40 *Consideration to approve ordinance.*
41 *Consideration to approve a summary publication of the ordinance.*
42

43 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL
44 R1727740024, CONTAINING SILVER TRAIL SUBDIVISION NO. 1, INTO THE
45 KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA
46 IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF;
47 DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR

1 DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE
2 RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

3
4 **Council Member Stear moved to dispense with the full reading and three consecutive**
5 **readings of Ordinance No. 2014-16. Seconded by Council Member Buban-Vonder**
6 **Haar, all voting aye. Motion carried 4-0.**

7
8 **Council Member Stear moved to approve Ordinance No. 2014-16. Seconded by**
9 **Council Member Buban-Vonder Haar with the following roll call vote:**
10 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**
11 **Voting No: None**
12 **Absent: None**
13 **Motion carried 4-0.**

14
15 **Council Member Stear moved to approve a summary publication of Ordinance No.**
16 **2014-16. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
17 **Motion carried 4-0.**

18
19 ~~F. **First Reading of Ordinance No. 2014-17 Arbor Ridge Subdivisions No. 2 & 3**~~
20 ~~**Irrigation Annexation**~~
21 ~~*Consideration to dispense with full reading and three consecutive readings.*~~
22 ~~*Consideration to approve ordinance.*~~
23 ~~*Consideration to approve a summary publication of the ordinance.*~~

24
25 ~~AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PARCEL,~~
26 ~~CONTAINING ARBOR RIDGE SUBDIVISIONS NO. 2 & 3, INTO THE KUNA~~
27 ~~MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE-KUNA IRRIGATION~~
28 ~~DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING~~
29 ~~WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY~~
30 ~~PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED~~
31 ~~AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.~~

32
33 **6. Mayor/Council Discussion Items: (Timestamp 02:37:07)**

34
35 Council Member Stear reported on a concern regarding a utility deposit for a customer that
36 had an account in good standing but moved to a new location and was asked to pay the
37 deposit again. John Marsh will discuss the concern with staff and explained it is a process
38 that automatically takes place and is collected from the title company during a home purchase
39 process. The deposit is held for one year and then reapplied to the customer's account if it is
40 in good standing.

41
42 **7. Announcements:**

43
44 **8. Executive Session Pursuant to Idaho Code 67-2345(c) for the Purpose of Discussing**
45 **Property Acquisition (Timestamp 02:42:19)**
46

1 **Council Member Buban-Vonder Haar moved to adjourn to Executive Session Pursuant**
2 **to Idaho Code 67-2345(c) for the Purpose of Discussing Property Acquisition. Seconded**
3 **by Council Member Stear with the following roll call vote:**
4 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**
5 **Voting No: None**
6 **Absent: None**
7 **Motion Carried: 4-0**
8 **Time: 8:51 p.m.**

9
10 *(5 minute break)*

11
12 **9. Consideration and Vote on Property Acquisition Decision** *(Timestamp 02:43:05)*

13
14 **Council Member Buban-Vonder Haar moved to go forward with assisting in the**
15 **acquisition of the Hill property. Seconded by Council Member Stear, all voting aye.**
16 **Motion carried 4-0.**

17
18 **10. Adjournment:**

19
20 Council Member Stear moved to adjourn the meeting at 9:10 p.m.

21
22
23
24
25 _____
26 W. Greg Nelson, Mayor

27 ATTEST:

28
29
30 _____
31 Brenda S. Bingham, City Clerk

32
33 *Minutes prepared by Brenda Bingham*
34 *Date Approved: CCM 10/21/14*

35
36
37 **An audio recording of this meeting is available at City Hall upon request or it can be accessed**
38 **at the City of Kuna website www.kunacity.id.gov**

Payment Approval Report - City Council Approval
Report dates: 10/3/2014-10/16/2014

City of Kuna

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
A COMPANY, INC. - BOI												
1463	A COMPANY, INC. - BOI	B212476		RENTAL HITECH RESTROOM, WINCHESTER PARK, SUTTERS MILLS, PARKS, B WITHROW, AUG 14	08/24/2014	90.50	.00	01-6212 RENT- EQUIPMENT	1004	8/14		
1463	A COMPANY, INC. - BOI	B212507		RENTAL HITECH RESTROOM, SEGO PRAIRIE POND, PARKS, B WITHROW, AUG 14	08/24/2014	105.50	.00	01-6212 RENT- EQUIPMENT	1004	8/14		
1463	A COMPANY, INC. - BOI	B212580		RENTAL HITECH RESTROOM, BUTLER PARK, PARKS, AUG 14	08/24/2014	90.50	.00	01-6212 RENT- EQUIPMENT	1004	8/14		
1463	A COMPANY, INC. - BOI	B212581		RENTAL-HITECH RESTROOM, SADIE CREEK PARK, AUG 14	08/24/2014	105.50	.00	01-6212 RENT- EQUIPMENT	1004	8/14		
1463	A COMPANY, INC. - BOI	B212593		RENTAL HITECH RESTROOM, CITY FARM, SEWER, AUG 14	08/24/2014	90.50	.00	21-6090 FARM EXPENDITURES	0	8/14		
1463	A COMPANY, INC. - BOI	B214200		RENTAL HITECH RESTROOM, WINCHESTER PARK, SUTTERS MILL, B WITHROW, PARKS, SEPT 14	09/21/2014	90.50	.00	01-6212 RENT- EQUIPMENT	1004	9/14		
1463	A COMPANY, INC. - BOI	B214230		RENTAL HITECH RESTROOM, SEGO PRAIRIE POND, B WITHROW, PARKS, SEPT 14	09/21/2014	105.50	.00	01-6212 RENT- EQUIPMENT	1004	9/14		
1463	A COMPANY, INC. - BOI	B214300		RENTAL HITECH RESTROOM, BUTLER PARK, B WITHROW, PARKS, SEPT 14	09/21/2014	90.50	.00	01-6212 RENT- EQUIPMENT	1004	9/14		
1463	A COMPANY, INC. - BOI	B214301		RENTAL HITECH RESTROOM, SADIE CREEK PARK, B WITHROW, PARKS, SEPT 14	09/21/2014	105.50	.00	01-6212 RENT- EQUIPMENT	1004	9/14		
1463	A COMPANY, INC. - BOI	B214312		RENTAL HITECH RESTROOM, CITY FARM, SEWER, SEPT 14	09/21/2014	90.50	.00	21-6090 FARM EXPENDITURES	0	9/14		
Total A COMPANY, INC. - BOI:						965.00	.00					

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ACCEM												
839	ACCEM	60115		<u>1ST QRTR MEMBER DUES, 2015 - G. NELSON</u>	10/01/2014	1,316.75	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/14		
Total ACCEM:						1,316.75	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	12784		<u>IDAHO TRANSPORATION DEPT COST SHARING FOR ORCHARD STREET SIDEWALK PROJECT, J MARSH, OCT 14</u>	10/02/2014	8,000.00	.00	<u>01-6020 CAPITAL IMPROVEMENTS</u>	1004	10/14		
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						8,000.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	5524		<u>OCT 2015 SHERIFF SERVICES</u>	10/01/2014	127,095.67	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	10/14		
Total ADA COUNTY SHERIFF'S OFFICE:						127,095.67	.00					
A-GEM SUPPLY												
1709	A-GEM SUPPLY	186145	2115	<u>8 EA GELL CELL 12 V 7AH BATTERIES REPLACEMENT BATTERIES FOR UPS'S FOR SCADA, SEWER, T SCHAFFER, SEPT 14</u>	09/12/2014	127.74	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total A-GEM SUPPLY:						127.74	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	31620		<u>LAB TESTING, SEWER, SEPT 14</u>	09/30/2014	283.50	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
1	ANALYTICAL LABORATORIES	31621		<u>LAB TESTING, SEWER, SEPT 14</u>	09/30/2014	1,433.70	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		

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 ANALYTICAL LABORATORIES:						1,717.20	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126386775	1193	DRAIN PLUG FOR TRUCK - BOBBY WITHROW. PAXTON KAUFMAN	12/04/2013	4.84	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	12/13		
1606	AUTOZONE, INC.	4126489492	1666	REPLACEMENT BATTERY FOR TRK #14, PARKS. MAY '14 - P. KAUFMAN	05/07/2014	113.36	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	5/14		
1606	AUTOZONE, INC.	4126584018	2100	1 EA AUTO STETHOSCOPE. R FORD. WATER. SEPT 14	09/09/2014	9.69	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/14		
1606	AUTOZONE, INC.	4126603462	2192	1/4 IN DRILL RATCHET. B.GILLOGLY. PARKS. OCT.'14	10/06/2014	14.54	.00	01-6175 SMALL TOOLS	1004	10/14		
1606	AUTOZONE, INC.	4126603462	2192	1 EA. CARB CLEANER FOR FLEET. B.GILLOGLY. PARKS. OCT.'14	10/06/2014	33.04	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/14		
1606	AUTOZONE, INC.	4126605248	2202	1 EA. BATTERY FOR THE KUBOTA MOWER. B.GILLOGLY. PARKS. OCT.'14	10/09/2014	103.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/14		
1606	AUTOZONE, INC.	4126608497	2218	REPLACEMENT PARTS FOR TRUCK#25 (TRENT CALLED.)1 TRI BALL MOUNT, 1 PIN AND CLIP. WATER. OCT.'14	10/13/2014	44.92	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/14		
Total AUTOZONE, INC.:						323.88	.00					
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	50059	2116	2 TOTES OF CHLORINE FOR WELLS. C.DEYOUNG. WATER. SEPT.'14	09/24/2014	1,498.89	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	9/14		
Total BHS SPECIALTY CHEMICALS:						1,498.89	.00					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	101414-0915		MEMBERSHIP PERIOD 10/14 TO 9/15	10/08/2014	750.00	750.00	01-6075 DUES & MEMBERSHIPS	0	10/14	10/09/2014	

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Total BOISE METRO CHAMBER OF COMMERCE:						750.00	750.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	10132014RJ		<u>APPLICATION FOR OPERATOR IN TRAINING (OIT) LICENSE, R. JONES, WATER, OCT 14</u>	10/13/2014	25.00	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	10/14		
1091	BUREAU OF OCCUPATIONAL LICENSE	10142014JD		<u>APPLICATION FOR OPERATOR IN TRAINING (OIT) LICENSE, J DUPPONG, SEWER, OCT 14</u>	10/14/2014	25.00	.00	<u>21-6265 TRAINING & SCH00LING EXPENSE</u>	0	10/14		
Total BUREAU OF OCCUPATIONAL LICENSE:						50.00	.00					
CANYON HONDA												
844	CANYON HONDA	1359646	2185	<u>1 EA. OIL FILTER FOR THE HONDA PIONEER, 1 EA OIL FILTER ELEMENT, 1 O RING, B.WITHROW, SEWER, OCT.'14</u>	10/03/2014	12.77	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
Total CANYON HONDA:						12.77	.00					
CASELLE INC												
1239	CASELLE INC	58690		<u>MONTHLY SOFTWARE SUPPORT FOR JULY '14, ADMIN</u>	07/01/2014	206.85	.00	<u>01-6052 CONTRACT SERVICES</u>	0	7/14		
1239	CASELLE INC	58690		<u>MONTHLY SOFTWARE SUPPORT FOR JULY '14, P&Z</u>	07/01/2014	118.18	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	7/14		
1239	CASELLE INC	58690		<u>MONTHLY SOFTWARE SUPPORT FOR JULY '14, WATER</u>	07/01/2014	272.85	.00	<u>20-6052 CONTRACT SERVICES</u>	0	7/14		
1239	CASELLE INC	58690		<u>MONTHLY SOFTWARE SUPPORT FOR JULY '14, SEWERR</u>	07/01/2014	337.12	.00	<u>21-6052 CONTRACT SERVICES</u>	0	7/14		
1239	CASELLE INC	58690		<u>MONTHLY SOFTWARE SUPPORT FOR JULY '14, PI</u>	07/01/2014	90.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	7/14		

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1239	CASELLE INC	59392		<u>MONTHLY SOFTWARE SUPPORT FOR AUGUST '14, ADMIN</u>	08/01/2014	206.85	.00	<u>01-6052 CONTRACT SERVICES</u>	0	8/14		
1239	CASELLE INC	59392		<u>MONTHLY SOFTWARE SUPPORT FOR AUGUST '14, P&Z</u>	08/01/2014	118.18	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	8/14		
1239	CASELLE INC	59392		<u>MONTHLY SOFTWARE SUPPORT FOR AUGUST '14, WATER</u>	08/01/2014	272.85	.00	<u>20-6052 CONTRACT SERVICES</u>	0	8/14		
1239	CASELLE INC	59392		<u>MONTHLY SOFTWARE SUPPORT FOR AUGUST '14, SEWER</u>	08/01/2014	337.12	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/14		
1239	CASELLE INC	59392		<u>MONTHLY SOFTWARE SUPPORT FOR AUGUST '14, PI</u>	08/01/2014	90.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	8/14		
1239	CASELLE INC	60029		<u>MONTHLY SOFTWARE SUPPORT FOR SEPT. '14, ADMIN</u>	09/01/2014	206.85	.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/14		
1239	CASELLE INC	60029		<u>MONTHLY SOFTWARE SUPPORT FOR SEPT. '14, P&Z</u>	09/01/2014	118.18	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	9/14		
1239	CASELLE INC	60029		<u>MONTHLY SOFTWARE SUPPORT FOR SEPT. '14, WATER</u>	09/01/2014	272.85	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/14		
1239	CASELLE INC	60029		<u>MONTHLY SOFTWARE SUPPORT FOR SEPT. '14, SEWER</u>	09/01/2014	337.12	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/14		
1239	CASELLE INC	60029		<u>MONTHLY SOFTWARE SUPPORT FOR SEPT. '14, PI</u>	09/01/2014	90.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/14		
1239	CASELLE INC	60670		<u>MONTHLY SOFTWARE SUPPORT FOR OCT '14, ADMIN</u>	10/01/2014	287.41	.00	<u>01-6052 CONTRACT SERVICES</u>	0	10/14		
1239	CASELLE INC	60670		<u>MONTHLY SOFTWARE SUPPORT FOR OCT '14, P&Z</u>	10/01/2014	95.84	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	10/14		

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1239	CASELLE INC	60670		<u>MONTHLY SOFTWARE SUPPORT FOR OCT '14, WATER</u>	10/01/2014	235.13	.00	20-6052 <u>CONTRACT SERVICES</u>	0	10/14		
1239	CASELLE INC	60670		<u>MONTHLY SOFTWARE SUPPORT FOR OCT '14, SEWER</u>	10/01/2014	306.99	.00	21-6052 <u>CONTRACT SERVICES</u>	0	10/14		
1239	CASELLE INC	60670		<u>MONTHLY SOFTWARE SUPPORT FOR OCT '14, PI</u>	10/01/2014	99.63	.00	25-6052 <u>CONTRACT SERVICES</u>	0	10/14		
Total CASELLE INC:						4,100.00	.00					
CENTURYLINK												
62	CENTURYLINK	09252014		<u>DEDICATED LANDLINE, SEPT 2014, WATER</u>	09/25/2014	40.02	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	9/14		
62	CENTURYLINK	09252014		<u>DEDICATED LANDLINE, SEPT 2014, PI</u>	09/25/2014	10.00	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	9/14		
62	CENTURYLINK	09252014		<u>DEDICATED LANDLINE, SEPT 2014, SR CTR</u>	09/25/2014	49.60	.00	01-6255 <u>TELEPHONE</u>	1001	9/14		
62	CENTURYLINK	09252014		<u>DEDICATED LANDLINE, SEPT 2014, WATER</u>	09/25/2014	16.50	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	9/14		
62	CENTURYLINK	09252014		<u>DEDICATED LANDLINE, SEPT 2014, SEWER</u>	09/25/2014	21.54	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	9/14		
62	CENTURYLINK	09252014		<u>DEDICATED LANDLINE, SEPT 2014, PI</u>	09/25/2014	6.99	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	9/14		
Total CENTURYLINK:						144.65	.00					
CHADD L. HARRIS												
1717	CHADD L. HARRIS	1093	2231	<u>90 SHIRTS PRINTED, IMAGE CREATED, AND NEW FILM, FOR THE MAYOR'S COMP AND FAMILY BIKE RIDE, HIGH 5 GRANT, C.ENGELS, OCT. 14</u>	10/09/2014	700.98	.00	03-6360 EXPEND.- <u>BLUE CROSS HIGH FIVE</u>	0	10/14		

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Total CHADD L. HARRIS:						700.98	.00					
CIVIL SURVEY CONSULTANTS INC												
23	CIVIL SURVEY CONSULTANTS INC	14005-06		<u>CONSTRUCTION STAKING SCHOOL PI, TITAN WATER LINE, G LAW, WATER, OCT 14</u>	10/02/2014	580.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total CIVIL SURVEY CONSULTANTS INC:						580.00	.00					
COMPASS												
4	COMPASS	215009		<u>COMPASS 2015 DUES, Q1</u>	10/01/2014	1,771.25	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/14		
Total COMPASS:						1,771.25	.00					
D & B SUPPLY												
75	D & B SUPPLY	003 89274 001	2176	<u>WEED EATER REPLACEMENT HEADS (2EA) - BOB BACHMAN</u>	10/01/2014	65.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/14		
Total D & B SUPPLY:						65.90	.00					
DAHLE CONSTRUCTION, LLC												
1708	DAHLE CONSTRUCTION, LLC	092414D		<u>CONSTRUCTION SCHOOL STREET PROJECT, PAY REQUEST #2, G LAW, SEPT 14</u>	09/24/2014	94,632.27	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total DAHLE CONSTRUCTION, LLC:						94,632.27	.00					
DIGLINE												
25	DIGLINE	0050229-IN		<u>DIG FEES, SEPT 14-WATER</u>	09/30/2014	39.16	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	9/14		
25	DIGLINE	0050229-IN		<u>DIG FEES, SEPT 14-SEWER</u>	09/30/2014	46.61	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	9/14		
25	DIGLINE	0050229-IN		<u>DIG FEES, SEPT 14-PI</u>	09/30/2014	16.30	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	9/14		

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Total DIGLINE:						102.07	.00					
DSA FINANCE CORP.												
1714	DSA FINANCE CORP.	159394-15939		<u>2 EA POSTAGE METER INK REPLACEMENT, 1 RETURNED DAMAGED, ADMIN, AUG 14</u>	08/21/2014	83.00	.00	<u>01-6190 POSTAGE & BILLING</u>	0	8/14		
1714	DSA FINANCE CORP.	159394-15939		<u>2 EA POSTAGE METER INK REPLACEMENT, 1 RETURNED DAMAGED, P&Z, AUG 14</u>	08/21/2014	27.68	.00	<u>01-6190 POSTAGE & BILLING</u>	1003	8/14		
1714	DSA FINANCE CORP.	159394-15939		<u>2 EA POSTAGE METER INK REPLACEMENT, 1 RETURNED DAMAGED, WATER, AUG 14</u>	08/21/2014	67.90	.00	<u>20-6190 POSTAGE & BILLING</u>	0	8/14		
1714	DSA FINANCE CORP.	159394-15939		<u>2 EA POSTAGE METER INK REPLACEMENT, 1 RETURNED DAMAGED, SEWER, AUG 14</u>	08/21/2014	88.65	.00	<u>21-6190 POSTAGE & BILLING</u>	0	8/14		
1714	DSA FINANCE CORP.	159394-15939		<u>2 EA POSTAGE METER INK REPLACEMENT, 1 RETURNED DAMAGED, PI, AUG 14</u>	08/21/2014	28.76	.00	<u>25-6190 POSTAGE & BILLING</u>	0	8/14		
Total DSA FINANCE CORP.:						295.99	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0600796		<u>15 EA 16 SLIP VLV BX TOP SECT, 5 EA 24 SLIP VLV BX BOT SECT, 4 EA 5 1/4 X 4 CI VLV BX LID WTR, SCHOOL STREET OVERLAY, WATER, OCT 14</u>	10/07/2014	625.41	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total FERGUSON WATERWORKS #1701:						625.41	.00					
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	S6771	2164	<u>6 BARRELS ALL-QUEST FOR WELLS #6 & #10, WATER, SEPT.14</u>	09/29/2014	1,950.00	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total FILTRATION TECHNOLOGY:						1,950.00	.00					

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GALETON GLOVES												
1395	GALETON GLOVES	1210081-00	2146	<u>12 PAIRS SAFETY GLASSES, FOR RE-STOCKING, D.CROSSLEY, PI. SEPT.'14</u>	09/25/2014	8.77	.00	<u>25-6230 SAFETY TRAINING & EQUIPMENT</u>	0	9/14		
1395	GALETON GLOVES	1210081-00	2146	<u>12 PAIRS SAFETY GLASSES, FOR RE-STOCKING, D.CROSSLEY, WATER, SEPT.'14</u>	09/25/2014	35.07	.00	<u>20-6230 SAFETY TRAINING & EQUIPMENT</u>	0	9/14		
Total GALETON GLOVES:						43.84	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	111597		<u>CA-216D, 216-259 MF 330 V, CAPACITOR TO REGULATE CURRENT, SEWER, SEPT 14</u>	09/30/2014	174.69	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
Total GEM STATE ELECTRIC:						174.69	.00					
HACH COMPANY												
157	HACH COMPANY	2107697		<u>REPLACEMENT SHUT OFF FLOAT INFLUENT SAMPLER, CREDIT FOR INV. 9053175 RETURNED, T SHAFER, SEWER, OCT 14</u>	10/09/2014	-184.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	10/14		
157	HACH COMPANY	9048184	2158	<u>PRICING QUOTE (NO.100037657V1), 1 EA. RETAINER/FULL CONTAINER SHUT-OFF, NRD6963600, REPLACEMENT SHUTOFF FLOAT INFLUENT SAMPLER, T.SHAFFER, SEWER, SEPT.'14</u>	09/26/2014	201.79	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
157	HACH COMPANY	9053175		<u>REPLACEMENT SHUT OFF FLOAT INFLUENT SAMPLER, T SHAFER, SEWER, OCT 14</u>	10/01/2014	184.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	10/14		
Total HACH COMPANY:						201.79	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	D004324	2144	<u>4 IN VALVE & ACCESSORY KIT, SCHOOL ST PI PROJECT, C DEYOUNG, PI, SEPT 14</u>	09/24/2014	571.92	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		

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Total HD SUPPLY WATERWORKS LTD:						571.92	.00					
HDR ENGINEERING, INC.												
1646	HDR ENGINEERING, INC.	00178877-B		<u>PROFESSIONAL SERVICES FROM 09-01-14 TO 09-27-14, PROJECT STARTUP FINE SCREEN PROJECT, FY 2013-2014, G LAW, SEPT 14</u>	10/08/2014	4,606.84	.00	21-6020 CAPITAL IMPROVEMENTS	0	9/14		
Total HDR ENGINEERING, INC.:						4,606.84	.00					
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	J1009066		<u>FINAL PAYMENT FINE SCREEN EQUIPMENT, SEWER, SEPT 14</u>	09/29/2014	26,250.00	.00	21-6020 CAPITAL IMPROVEMENTS	0	9/14		
Total HUBER TECHNOLOGY, INC.:						26,250.00	.00					
IDAHO FIRST AID & SAFETY, INC. DBA												
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19622	2206	<u>FIRST AID REFILL, WATER, OCT 14</u>	10/09/2014	35.36	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	10/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19622	2206	<u>FIRST AID REFILL, SEWER, OCT 14</u>	10/09/2014	35.36	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19622	2206	<u>FIRST AID REFILL, PI, OCT 14</u>	10/09/2014	13.47	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	10/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19623	2207	<u>FIRST AID REFILL, WATER, PARKS, OCT 14</u>	10/09/2014	21.42	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	10/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19623	2207	<u>FIRST AID REFILL, SEWER, OCT 14</u>	10/09/2014	21.42	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	19623	2207	<u>FIRST AID REFILL, PI, OCT 14</u>	10/09/2014	8.67	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	10/14		

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Total IDAHO FIRST AID & SAFETY, INC. DBA:						135.70	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S5012211		PASS THROUGH FOR VENDOR/SOLICITOR/TAXI BACKGROUND CHECK, SEPT 14	09/22/2014	41.50	.00	01-2075 UNEARNED REVENUE	0	10/14		
1509	IDAHO STATE POLICE	S5024661		NEW EMPLOYEE FINGERPRINTING FOR BACKGROUND CHECK, WATER, SEPT 14	09/23/2014	8.00	.00	20-6202 PROFESSIONAL SERVICES	0	9/14		
1509	IDAHO STATE POLICE	S5024661		NEW EMPLOYEE FINGERPRINTING FOR BACKGROUND CHECK, PL, SEPT 14	09/23/2014	2.00	.00	25-6202 PROFESSIONAL SERVICES	0	9/14		
Total IDAHO STATE POLICE:						51.50	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI01446	2196	PTO REBUILD PARTS FOR A LAWNMOWER, B.BACHMAN, PARKS, OCT.'14	10/02/2014	744.11	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/14		
Total IDAHO TRACTOR INC:						744.11	.00					
INTEGRA TELECOM												
1411	INTEGRA TELECOM	12387119		MONTHLY TELEPHONE/NETWORK, P&Z, OCT 14	10/01/2014	121.43	.00	01-6255 TELEPHONE	1003	10/14		
1411	INTEGRA TELECOM	12387119		MONTHLY TELEPHONE/NETWORK, ADMIN, OCT 14	10/01/2014	364.15	.00	01-6255 TELEPHONE	0	10/14		
1411	INTEGRA TELECOM	12387119		MONTHLY TELEPHONE/NETWORK, WATER, OCT 14	10/01/2014	297.92	.00	20-6255 TELEPHONE EXPENSE	0	10/14		
1411	INTEGRA TELECOM	12387119		MONTHLY TELEPHONE/NETWORK, SEWER, OCT 14	10/01/2014	388.95	.00	21-6255 TELEPHONE EXPENSE	0	10/14		

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				SEPT 14	08/27/2014	82.86	.00	21-6290 UTILITIES EXPENSE	0	9/14		
Total INTERMOUNTAIN GAS CO:						82.86	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	100114-10091		SANITATION RECEIPT TRANSFER	10/10/2014	35,130.92	35,130.92	26-7000 SOLID WASTE SERVICE FEES	0	10/14	10/10/2014	
230	J & M SANITATION, INC.	100114-10091		SANITATION RECEIPT TRANSFER	10/10/2014	-3,470.94	-3,470.94	01-4170 FRANCHISE FEES	0	10/14	10/10/2014	
Total J & M SANITATION, INC.:						31,659.98	31,659.98					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	1813230		ELETRONIC BANK FEES, ADMIN. SEPT 14	09/30/2014	66.52	.00	01-6505 BANK FEES	0	9/14		
1328	JACK HENRY & ASSOCIATES, INC.	1813230		ELETRONIC BANK FEES, P&Z, SEPT 14	09/30/2014	1.64	.00	01-6505 BANK FEES	1003	9/14		
1328	JACK HENRY & ASSOCIATES, INC.	1813230		ELETRONIC BANK FEES, WATER, SEPT 14	09/30/2014	83.09	.00	20-6505 BANK FEES	0	9/14		
1328	JACK HENRY & ASSOCIATES, INC.	1813230		ELETRONIC BANK FEES, SEWER, SEPT 14	09/30/2014	137.11	.00	21-6505 BANK FEES	0	9/14		
1328	JACK HENRY & ASSOCIATES, INC.	1813230		ELETRONIC BANK FEES, PI, SEPT 14	09/30/2014	32.82	.00	25-6505 BANK FEES	0	9/14		
Total JACK HENRY & ASSOCIATES, INC.:						321.18	.00					
KB BLACK CANYON GRILL, LLC												
1711	KB BLACK CANYON GRILL, LLC	10022014K	2174	CATERING THE ECONOMIC DEVELOPMENT COMMITTEE LUNCHEON, C.ENGELS, OCT.'14	10/02/2014	123.06	.00	01-6155 MEETINGS/COMMITTEES	0	10/14		
Total KB BLACK CANYON GRILL, LLC:						123.06	.00					

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KC TOOL SUPPLY												
240	KC TOOL SUPPLY	532087	2191	<u>1 BAND SAW, FOR FLEET, B.BACHMAN, PARKS, OCT.'14</u>	10/06/2014	326.50	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/14		
Total KC TOOL SUPPLY:						326.50	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	165007302	2224	<u>DIESEL ANTI-GEL ADDITIVES FOR VEHICLES AND EQUIPMENT PLUS DIESEL EXHAUST FLUID FOR TWO DIESEL TRUCKS (B. BACHMAN)</u>	10/14/2014	49.28	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	10/14		
1616	KENDALL FORD OF MERIDIAN LLC	165007302	2224	<u>DIESEL ANTI-GEL ADDITIVES FOR VEHICLES AND EQUIPMENT PLUS DIESEL EXHAUST FLUID FOR TWO DIESEL TRUCKS, SEWER, (B. BACHMAN)</u>	10/14/2014	49.28	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/14		
Total KENDALL FORD OF MERIDIAN LLC:						98.56	.00					
KUNA LUMBER												
499	KUNA LUMBER	A69391	2114	<u>1 BAG CONCRETE , BUTLER PI. M.DAVILA, P.I., SEPT.'14</u>	09/11/2014	3.79	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
499	KUNA LUMBER	A69487	2128	<u>1 EA BAG OF CONCRETE FOR BUTLER PI. J.COX, WATER, SEPT.'14</u>	09/16/2014	3.09	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
499	KUNA LUMBER	A69773	2175	<u>4 EA. BAGS CONCRETE, J.MORFIN, WATER, OCT.'14</u>	10/01/2014	15.16	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
499	KUNA LUMBER	A69902	2198	<u>1 ROLL PLASTIC WRAP, 5 BAG CONCRETE, 1 8FT POST, BUTLER PI. J COX, PI, OCT 14</u>	10/07/2014	37.38	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
499	KUNA LUMBER	B69406	2096	<u>CHLORIDE SKID HOSE ADDITION, NWWTP, SEWER, J DUPPONG, SEPT 14</u>	09/08/2014	13.46	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
499	KUNA LUMBER	B70368	2200	<u>1 EA FENCE POST, BUTLER PI PROJECT, J COX, PI, OCT 14</u>	10/08/2014	8.99	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		

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499	KUNA LUMBER	B70416	2208	<u>3 BAGS CONCRETE, BUTLER PI PROJECT, R.JONES, P.I., OCT.'14</u>	10/09/2014	11.37	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total KUNA LUMBER:						93.24	.00					
KUNA MACHINE SHOP												
44	KUNA MACHINE SHOP	9765	2183	<u>3 PIECES OF METAL FOR TREE ID SIGN BACKING, B.BACHMAN, PARKS, OCT.'14</u>	09/30/2014	116.16	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/14		
Total KUNA MACHINE SHOP:						116.16	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	127267-A	2021	<u>REMAINING PORTION OF UNPAID INVOICE, REPAIRING NO PARKING SIGNS FOR KUNA DAYS, PAINT ACCESS, AUTO, HARDWARE, KEYS, CLEANING SUPPLIES, P.KAUFMAN, PARKS, AUG.'14</u>	08/14/2014	69.68	.00	<u>01-6170 PARK / MAINTENANCE & OPERATION</u>	1004	8/14		
43	KUNA TRUE VALUE HARDWARE	128050	2081	<u>REPLACEMENT HOSE NOSSELS, SPRAY BOTTLES, AND 6 PK. OF SHOP TOWELS, NWWTP, SEPT.'14</u>	09/02/2014	29.71	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	10/14		
43	KUNA TRUE VALUE HARDWARE	129181	2163	<u>4 EA BOLTS AND NUTS, 2 3/4" PVC VALVES, BUSHINGS, STOCK FOR THE WHEEL LINES, NWWTP, C.MCDANIELS, SEPT.'14</u>	09/30/2014	76.29	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/14		
43	KUNA TRUE VALUE HARDWARE	129186	2166	<u>VARIOUS STOCK PARTS, BOLT, LOCKNUT, BATTERIES, T.FLEMING, SEWER, SEPT.'14</u>	09/30/2014	27.55	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
43	KUNA TRUE VALUE HARDWARE	129187	2165	<u>VARIOUS STOCK PARTS, 1 EA WIND MACHINE FAN, 2 EA SILICONE, MISC NUTS & BOLTS, TEN MILE LIFT STATION, T.FLEMING, SEWER, SEPT.'14</u>	09/30/2014	67.24	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		

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43	KUNA TRUE VALUE HARDWARE	129195	2169	<u>RESTOCKING PARTS FOR WATER LINES, PRESSURE TEST FOR HOUSE IN SCHOOL HOUSE SUB. J.COX, WATER, SEPT.'14</u>	09/30/2014	31.58	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
43	KUNA TRUE VALUE HARDWARE	129196	2168	<u>REPLACEMENT PARTS FOR BUTLER P.I. J.COX, SEPT.'14</u>	09/30/2014	97.31	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
43	KUNA TRUE VALUE HARDWARE	129538	2203	<u>1 EA TRAILER PLUG, HITCH PINS, FUEL LINE, FUNNEL, B.BACHMAN, PARKS, OCT.'14</u>	10/09/2014	22.84	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/14		
43	KUNA TRUE VALUE HARDWARE	129538	2203	<u>DRILL BITS, B.BACHMAN, PARKS, OCT.'14</u>	10/09/2014	6.78	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/14		
43	KUNA TRUE VALUE HARDWARE	129538	2203	<u>TRASH BAGS, SCREWS, FLAGGING TAPE, STAKES, B.BACHMAN, PARKS, OCT.'14</u>	10/09/2014	41.09	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/14		
Total KUNA TRUE VALUE HARDWARE:						470.07	.00					
KUNA WELDING												
46	KUNA WELDING	1720	2089	<u>REPAIRED BLOWER (REMOVED/WELD NUT/BOLT), M.NADEAU, SEWER, SEPT.14</u>	09/02/2014	55.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
46	KUNA WELDING	1774	2147	<u>PATCH WELDING HOLE IN PUMP STATION, TOMORROW P.S. M.DAVILA, WATER, SEPT.'14</u>	09/24/2014	20.00	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
46	KUNA WELDING	1786	2172	<u>REPLACEMENT WATER GRATE FOR THE STOLEN PIECE BEHIND THE RED EYE SALOON, WATER, SEPT.'14</u>	09/30/2014	382.12	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	9/14		
Total KUNA WELDING:						457.12	.00					
LAYNE OF IDAHO, INC.												
1322	LAYNE OF IDAHO, INC.	15580		<u>PULL AND SET MOTOR, REWIND 125 HP SEIMENS SHAFT PUMP MOTOR, TEN MILE LIFT STATION</u>	09/29/2014	6,733.89	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		

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Total LAYNE OF IDAHO, INC.:						6,733.89	.00					
LCA ARCHITECTS, P.A.												
1690	LCA ARCHITECTS, P.A.	14308		<u>KUNA POOL/FITNESS FACILITY FEASIBILITY STUDY. PROFESSIONAL SERVICES 9-1-14 TO 9-30-14. SEPT 14</u>	10/10/2014	1,190.00	.00	01-6045 CONTINGENCY FUND	0	10/14		
Total LCA ARCHITECTS, P.A.:						1,190.00	.00					
MISCELLANEOUS VENDORS												
285	MISCELLANEOUS VENDORS	091214JE		<u>WEED OVERSPRAY CLAIM. B WITHROW. PARKS. SEPT 14</u>	09/12/2014	53.00	.00	01-6160 MISCELLANEOUS EXPENSES	1004	9/14		
285	MISCELLANEOUS VENDORS	100914		<u>PARK RENTAL DEPOSIT REFUND. 02-11-14</u>	10/08/2014	50.00	50.00	01-2075 UNEARNED REVENUE	0	10/14	10/09/2014	
Total MISCELLANEOUS VENDORS:						103.00	50.00					
NORCO, INC.												
222	NORCO, INC.	14455878		<u>CYLINDER RENT FROM 9/1/14-9/30/14. PARKS. SEPT.'14</u>	09/30/2014	4.65	.00	01-6212 RENT-EQUIPMENT	1004	9/14		
222	NORCO, INC.	14455878		<u>CYLINDER RENT FROM 9/1/14-9/30/14. WATER. SEPT.'14</u>	09/30/2014	5.86	.00	20-6212 RENT - EQUIPMENT	0	9/14		
222	NORCO, INC.	14455878		<u>CYLINDER RENT FROM 9/1/14-9/30/14. SEWER. SEPT.'14</u>	09/30/2014	5.86	.00	21-6212 RENT-EQUIPMENT	0	9/14		
222	NORCO, INC.	14455878		<u>CYLINDER RENT FROM 9/1/14-9/30/14. P.I. SEPT.'14</u>	09/30/2014	2.23	.00	25-6212 RENT - EQUIPMENT	0	9/14		
Total NORCO, INC.:						18.60	.00					
PARTS, INC.												
470	PARTS, INC.	068624	2199	<u>2 OIL FILTERS FOR TRUCK #18. B. GILLOGLY, WATER. OCT 14</u>	10/08/2014	18.98	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/14		

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Total PARTS, INC.:						18.98	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	618447		<u>ALARM MONITOR, WELL #6, 5, 3, 2, SNOWHAWK, & CEDAR, P.I., SEPT.'14</u>	10/01/2014	30.62	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	9/14		
1021	PEAK ALARM COMPANY, INC	618447		<u>ALARM MONITOR, WELL #6, 5, 3, 2, SNOWHAWK, & CEDAR WELL, WATER, SEPT.'14</u>	10/01/2014	208.03	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	9/14		
1021	PEAK ALARM COMPANY, INC	624684		<u>ALARM MONITOR, CEDAR WELL, SNOW HAWK, SEGO PRAIRIE, BUTLER, EL CAJON, BEST BATH, P.I. OCT.'14</u>	10/15/2014	30.62	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	10/14		
1021	PEAK ALARM COMPANY, INC	624684		<u>ALARM MONITOR, CEDAR WELL, SNOW HAWK, SEGO PRAIRIE, BUTLER, EL CAJON, BEST BATH, WATER, OCT.'14</u>	10/15/2014	208.03	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/14		
Total PEAK ALARM COMPANY, INC:						477.30	.00					
PIPECO, INC												
55	PIPECO, INC	0000215878	2139	<u>CAPS FOR THE BUTLER PI PROJECT, C.DEYOUNG, P.I. SEPT.'14</u>	09/22/2014	81.68	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
55	PIPECO, INC	0000215878	2139	<u>12" GALV. DIST. GATE FOR LINDER WEIR, C.DEYOUNG, P.I., SEPT.'14</u>	09/22/2014	48.00	.00	<u>25-6115 MAINT & REPAIR-SYSTEM-GRAVITY</u>	0	9/14		
Total PIPECO, INC:						129.68	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	35327	2044	<u>SOD CUTTER FOR INSTALLATION OF DISC GOLF COURSE TEE PADS, HIGH FIVE GRANT, CHRIS ENGELS</u>	08/21/2014	55.86	.00	<u>03-6360 EXPEND - BLUE CROSS HIGH FIVE</u>	0	8/14		
893	RENTAL CONNECTION	35332	2048	<u>WELDING ROD FOR REPAIRING LINE @ FARM, T.FLEMING, AUG.'14</u>	08/22/2014	9.27	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/14		

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893	RENTAL CONNECTION	35603		<u>CYLINDER RENTAL FOR WELDING, SEPT.'14, PARKS</u>	09/21/2014	7.75	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/14		
Total RENTAL CONNECTION:						72.88	.00					
REPUBLIC SERVICES #884												
1610	REPUBLIC SERVICES #884	0884-0006524		<u>DISPOSAL/REMOVAL OF SLUDGE, 9/1/14-9/30/14, SEWER, SEPT.'14</u>	09/30/2014	1,242.35	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	9/14		
Total REPUBLIC SERVICES #884:						1,242.35	.00					
RICOH USA, INC.												
1716	RICOH USA, INC.	Q7300601/Q73		<u>FINAL LEASE PAYMENT FOR THE NWWTP COPIER, MPC2050, SEPT.'14, SEWER</u>	09/26/2014	66.83	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1716	RICOH USA, INC.	Q7300601/Q73		<u>FINAL LEASE PAYMENT FOR THE NWWTP COPIER, MPC2050, SEPT.'14, WATER</u>	09/26/2014	66.83	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
1716	RICOH USA, INC.	Q7300601/Q73		<u>FINAL LEASE PAYMENT FOR THE NWWTP COPIER, MPC2050, SEPT.'14, P.I</u>	09/26/2014	25.45	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
Total RICOH USA, INC.:						159.11	.00					
RIM PUBLICATIONS, LLC												
45	RIM PUBLICATIONS, LLC	67037-A	2008	<u>AD#150030, LEGAL NOTICE/PUBLISHING, KIRKPATRICK ANNEX., T.BEHUNIN, P&Z, AUG.'14</u>	08/31/2014	44.16	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/14		
45	RIM PUBLICATIONS, LLC	67037-B	2009	<u>AD#150031, LEGAL NOTICE/PUBLICATION, BEN BERNIER ANNEX., T.BEHUNIN, P&Z, AUG.'14</u>	08/31/2014	40.48	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/14		
45	RIM PUBLICATIONS, LLC	67037-C	2011	<u>AD#150070, RELEASE OF LIEN/DEVELOPMENT AGREEMENT NOTICE FOR RIDLEYS, P&Z, AUG.'14</u>	08/31/2014	57.04	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/14		

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45	RIM PUBLICATIONS, LLC	67037-D	2012	<u>AD#150085. PUBLIC HEARING NOTICE OF RIDLEY REZONE. CITY COUNCIL. AUG.'14</u>	08/31/2014	40.48	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/14		
45	RIM PUBLICATIONS, LLC	67037-E		<u>AD#150201.APPROPRIATIONS ORDINANCE PUBLIC HEARING NOTICE FYE 2015. AUG.'14</u>	08/31/2014	97.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/14		
45	RIM PUBLICATIONS, LLC	67037-E		<u>AD#150201.APPROPRIATIONS ORDINANCE PUBLIC HEARING NOTICE FYE 2015, P & Z, AUG.'14</u>	08/31/2014	32.54	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/14		
45	RIM PUBLICATIONS, LLC	67037-E		<u>AD#150201.APPROPRIATIONS ORDINANCE PUBLIC HEARING NOTICE FYE 2015. WATER, AUG.'14</u>	08/31/2014	79.88	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	8/14		
45	RIM PUBLICATIONS, LLC	67037-E		<u>AD#150201.APPROPRIATIONS ORDINANCE PUBLIC HEARING NOTICE FYE 2015. SEWER, AUG.'14</u>	08/31/2014	104.23	.00	<u>21-6125 LEGAL PUBLICATIONS EXPENSE</u>	0	8/14		
45	RIM PUBLICATIONS, LLC	67037-E		<u>AD#150201.APPROPRIATIONS ORDINANCE PUBLIC HEARING NOTICE FYE 2015. P.I. AUG.'14</u>	08/31/2014	33.79	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	8/14		
45	RIM PUBLICATIONS, LLC	67037-F	2057	<u>AD#150311. LEGAL NOTICE/PUBLISHING FOR ORDINANCE NO. 2014-11, B.BINGHAM. AUG.'14</u>	08/31/2014	42.32	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/14		
45	RIM PUBLICATIONS, LLC	67711-A	2058	<u>AD #150379 & 150380. PUBLIC HEARING NOTICE/PUBLICATION. J&M SANITATION INCREASE, SEPT.'14</u>	09/30/2014	182.83	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/14		
45	RIM PUBLICATIONS, LLC	67711-B	2138	<u>AD #150871. ORDINANCE PUBLISHING. ORDINANCE #2014-09A. B.BINGHAM, SEPT.'14</u>	09/30/2014	40.48	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/14		
45	RIM PUBLICATIONS, LLC	67711-C	2119	<u>AD#150798 & 150799. CONDITION OF APPROVAL PUBLIC HEARING - PUBLICATION. T.BEHUNIN, P&Z. SEPT.'14</u>	09/30/2014	80.59	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/14		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 10/3/2014-10/16/2014

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
				M.NADEAU, SEPT.'14	10/03/2014	1,093.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/14		
510	ROGERS MACHINERY COMPANY, INC.	964872	2184	WORKED ON SEALS FOR THE AERATION BASIN BLOWERS, SERIAL #0705948584, NWWTP, M.NADEAU, SEPT.'14	10/03/2014	1,421.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/14		
510	ROGERS MACHINERY COMPANY, INC.	964873	2184	WORKED ON SEALS FOR THE AERATION BASIN BLOWERS, SERIAL #0801960903, NWWTP, M.NADEAU, SEPT.'14	10/03/2014	686.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/14		
Total ROGERS MACHINERY COMPANY, INC.:						3,200.00	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	407735674		DRUG SCREENING FOR JARED WEBB, WATER, SEPT.'14	09/23/2014	32.00	.00	20-6202 PROFESSIONAL SERVICES	0	9/14		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	407735674		DRUG SCREENING FOR JARED WEBB, P.I, SEPT.'14	09/23/2014	8.00	.00	25-6202 PROFESSIONAL SERVICES	0	9/14		
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						40.00	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	8031508168	2151	OFFICE SUPPLIES, HIGHLIGHTERS, PENS, LIGHT BULBS FOR DESK LAMP IN A/P OFFICE, ADMIN, SEPT.'14	09/27/2014	61.01	.00	01-6165 OFFICE SUPPLIES	0	9/14		
1292	STAPLES ADVANTAGE	8031508168		OFFICE SUPPLIES, 4 GB MEMORY, T.SHAFER, SEWER, SEPT.'14	09/27/2014	65.62	.00	21-6165 OFFICE SUPPLIES	0	9/14		
1292	STAPLES ADVANTAGE	8031508168		OFFICE SUPPLIES, STAPLER AND STAPLES, B.WITHROW, SEPT.'14	09/27/2014	11.93	.00	01-6165 OFFICE SUPPLIES	1004	9/14		
1292	STAPLES ADVANTAGE	8031508168		OFFICE SUPPLIES, BLUE CARD STOCK PAPER, W.HOWELL, P & Z	09/27/2014	19.07	.00	01-6165 OFFICE SUPPLIES	1003	9/14		

Payment Approval Report - City Council Approval
Report dates: 10/3/2014-10/16/2014

City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1292	STAPLES ADVANTAGE	8031603064	2177	<u>2 BOXES HEAVY-WEIGHT FILE FOLDERS, 2 CARTONS COPY PAPER, T.SHAFFER, SEWER, OCT.'14</u>	10/04/2014	97.28	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/14		
1292	STAPLES ADVANTAGE	8031603064	2177	<u>1 PKG PAGE REINFORCEMENTS, 2 EA. METAL MONITOR STANDS, ADMIN, OCT.'14</u>	10/04/2014	32.23	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/14		
1292	STAPLES ADVANTAGE	8031603064	2177	<u>1 EA. MESH TASK CHAIR, G.SMITH, OCT.'14</u>	10/04/2014	40.67	.00	<u>01-6175 SMALL TOOLS</u>	0	10/14		
1292	STAPLES ADVANTAGE	8031603064	2177	<u>1 EA. MESH TASK CHAIR, G.SMITH, WATER, OCT.'14</u>	10/04/2014	54.18	.00	<u>20-6175 SMALL TOOLS</u>	0	10/14		
1292	STAPLES ADVANTAGE	8031603064	2177	<u>1 EA. MESH TASK CHAIR, G.SMITH, SEWER, OCT.'14</u>	10/04/2014	54.18	.00	<u>21-6175 SMALL TOOLS</u>	0	10/14		
1292	STAPLES ADVANTAGE	8031603064		<u>1 EA. MESH TASK CHAIR, G.SMITH, P.I., OCT.'14</u>	10/04/2014	13.66	.00	<u>25-6175 SMALL TOOLS</u>	0	10/14		
Total STAPLES ADVANTAGE:						449.83	.00					
STAR CONSTRUCTION, L.L.C.												
260	STAR CONSTRUCTION, L.L.C.	10032014S		<u>PLATFORM CONSTRUCTION, FINE SCREEN PROJECT, G.LAW, OCT.'14</u>	10/03/2014	78,369.43	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
260	STAR CONSTRUCTION, L.L.C.	10072014S		<u>RELEASE RETAINAGE, FINE SCREEN PROJECT, G.LAW, OCT.'14</u>	10/07/2014	12,476.76	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total STAR CONSTRUCTION, L.L.C.:						90,846.19	.00					
STEVEN TINGEY DBA ACTION GLASS &												
1649	STEVEN TINGEY DBA ACTION GLASS &	353	2210	<u>BROKEN WINDSHIELD REPLACED IN TRUCK #3, SEWER, B.GILLOGLY, OCT.'14</u>	10/09/2014	233.89	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/14		
Total STEVEN TINGEY DBA ACTION GLASS &:						233.89	.00					

City of Kuna
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Report dates: 10/3/2014-10/16/2014

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
				SEPT.'14	09/19/2014	161.36	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	9/14		
265	USA BLUE BOOK	457520	2145	HACH SWIFT DISPENSER FOR CHLORINE AND REFILL, HACH DTD POWDER PILLLOW, D.CROSSLEY, WATER, SEPT.'14	09/23/2014	161.36	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	9/14		
265	USA BLUE BOOK	463498		CREDIT MEMO, WRONG ITEMS ORDERED, REF. INV#454915 & PO.2135, D.CROSSLEY, OCT.'14	10/01/2014	-145.84	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	10/14		
Total USA BLUE BOOK:						176.88	.00					
VALLEY REGIONAL TRANSIT												
1669	VALLEY REGIONAL TRANSIT	000000015653		VRT MEMBERSHIP DUES FYE 15, OCT 14	10/01/2014	1,000.00	.00	01-6075 DUES & MEMBERSHIPS	0	10/14		
Total VALLEY REGIONAL TRANSIT:						1,000.00	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	26739		POSTAGE, ESTATEMENT, SEPT.'14, ADMIN	09/30/2014	891.87	.00	01-6190 POSTAGE & BILLING	0	9/14		
857	VALLI INFORMATION SYSTEMS, INC	26739		POSTAGE, ESTATEMENT, SEPT.'14, WATER	09/30/2014	1,243.14	.00	20-6190 POSTAGE & BILLING	0	9/14		
857	VALLI INFORMATION SYSTEMS, INC	26739		POSTAGE, ESTATEMENT, SEPT.'14, SEWER	09/30/2014	1,622.68	.00	21-6190 POSTAGE & BILLING	0	9/14		
857	VALLI INFORMATION SYSTEMS, INC	26739		POSTAGE, ESTATEMENT, SEPT.'14, P,I	09/30/2014	526.05	.00	25-6190 POSTAGE & BILLING	0	9/14		
857	VALLI INFORMATION SYSTEMS, INC	26740		LOCKBOX, ESTATEMENT, SEPT.'14, ADMIN	09/30/2014	76.24	.00	01-6190 POSTAGE & BILLING	0	9/14		
857	VALLI INFORMATION SYSTEMS, INC	26740		LOCKBOX, ESTATEMENT, SEPT.'14, WATER	09/30/2014	106.27	.00	20-6190 POSTAGE & BILLING	0	9/14		
857	VALLI INFORMATION SYSTEMS, INC	26740		LOCKBOX, ESTATEMENT, SEPT.'14, SEWER	09/30/2014	138.71	.00	21-6190 POSTAGE & BILLING	0	9/14		

City of Kuna
Payment Approval Report - City Council Approval
Report dates: 10/3/2014-10/16/2014

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
857	VALLI INFORMATION SYSTEMS, INC	26740		<u>LOCKBOX, ESTATEMENT, SEPT.'14, P.I</u>	09/30/2014	44.97	.00	<u>25-6190 POSTAGE & BILLING</u>	0	9/14		
Total VALLI INFORMATION SYSTEMS, INC:						4,649.93	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9732964641		<u>CELL SERVICE FROM 9/2/14-10/1/14. PARKS</u>	10/01/2014	68.39	.00	<u>01-6255 TELEPHONE</u>	1004	9/14		
1575	VERIZON WIRELESS	9732964641		<u>CELL SERVICE FROM 9/2/14-10/1/14.WATER</u>	10/01/2014	162.53	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/14		
1575	VERIZON WIRELESS	9732964641		<u>CELL SERVICE FROM 9/2/14-10/1/14.P.I</u>	10/01/2014	40.63	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/14		
Total VERIZON WIRELESS:						271.55	.00					
WATER DEPOSIT REFUNDS #7												
1685	WATER DEPOSIT REFUNDS #7	120225.00		<u>JEANNE L TRUST VALENTI, MOREHOUSE PROPERTY MANAGEMENT, 1638 W HEMISPHERE CT., OVERPAYMENT</u>	10/14/2014	152.94	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	160955.01		<u>CLIFTON E EWING, 160955.01, OVER PAYMENT</u>	10/14/2014	107.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	180170.02		<u>AMERICAN HOMES 4 RENT 5, 1364 N EL CAMINO AVE, OVER PAYMENT</u>	10/09/2014	768.66	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	180300.04		<u>REBECCA S FREELAND, 180300.04, DEPOSIT REFUND</u>	10/14/2014	61.04	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	182210.01		<u>JASON YOUNGKIN, 182210.01, OVERPAYMENT</u>	10/10/2014	8.62	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	220895.02		<u>MARISSA BAUSCHER, 220895.02, OVERPAYMENT</u>	10/14/2014	129.42	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	221035.02		<u>SETH DUNN, 221035.02, OVERPAYMENT</u>	10/06/2014	12.64	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		

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City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1685	WATER DEPOSIT REFUNDS #7	230305.01		<u>DANA FERDINAND, 230305.01, DEP REFUND</u>	10/10/2014	26.80	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	230440.02		<u>GINA POST, 230440.02, OVER PAYMENT</u>	10/06/2014	69.08	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	264550.01		<u>CBH HOMES, 2017 N MAUVE AVE, OVERPAYMENT</u>	10/14/2014	81.31	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	274635.02A		<u>SUZANNE L CREAGER, 274635.02A, OVERPAYMENT</u>	10/14/2014	62.50	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
Total WATER DEPOSIT REFUNDS #7:						1,480.33	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0258133		<u>RECORDS DESTRUCTION SERVICES FOR 9/1/14-9/30/14, ADMIN</u>	10/01/2014	9.35	.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0258133		<u>RECORDS DESTRUCTION SERVICES FOR 9/1/14-9/30/14, WATER</u>	10/01/2014	5.75	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0258133		<u>RECORDS DESTRUCTION SERVICES FOR 9/1/14-9/30/14, SEWER</u>	10/01/2014	7.50	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0258133		<u>RECORDS DESTRUCTION SERVICES FOR 9/1/14-9/30/14, P.I</u>	10/01/2014	2.40	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/14		
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WEX BANK												
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, ADMIN</u>	09/30/2014	27.18	.00	<u>01-6300 FUEL</u>	0	9/14		
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, P & Z</u>	09/30/2014	9.06	.00	<u>01-6300 FUEL</u>	1003	9/14		
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, PARKS</u>	09/30/2014	840.09	.00	<u>01-6300 FUEL</u>	1004	9/14		
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, BLDG. INSPECTION</u>	09/30/2014	140.72	.00	<u>01-6300 FUEL</u>	1005	9/14		

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
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, WATER</u>	09/30/2014	202.75	.00	<u>20-6300 FUEL</u>	0	9/14		
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, SEWER</u>	09/30/2014	469.41	.00	<u>21-6300 FUEL</u>	0	9/14		
1234	WEX BANK	38314136		<u>FUEL, SEPT.'14, P.I</u>	09/30/2014	59.38	.00	<u>25-6300 FUEL</u>	0	9/14		
Total WEX BANK:						<u>1,748.59</u>	<u>.00</u>					
ZAMZOWS												
66	ZAMZOWS	968384	2197	<u>FERTILIZER FOR TREES THAT WERE JUST PLANTED. N.PURKEY, PARKS, OCT.'14</u>	10/07/2014	21.39	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/14		
Total ZAMZOWS:						<u>21.39</u>	<u>.00</u>					
Grand Totals:						<u><u>431,750.63</u></u>	<u><u>32,459.98</u></u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Report Criteria:

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



City of Kuna
Alcohol Beverage License
 763 W. AVALON
 P.O. BOX 13
 KUNA, ID 83634

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

*** OFFICE USE ONLY ***

Date 10/15/14 City License No. _____

New Renewal _____ Modification _____ Transfer _____

LICENSE:

APPROVED _____ DENIED _____

_____ MAYOR

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK	421. ⁸⁸	\$562.50	<input checked="" type="checkbox"/>
(Includes On Premise Wine)			
OFF PREMISE BEER		\$ 50.00	_____
OFF PREMISE WINE		\$ 200.00	_____
ON PREMISE BEER	150. ⁰⁰	\$200.00	<input checked="" type="checkbox"/>
ON PREMISE WINE		\$ 200.00	_____
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		571. ⁸⁸	_____

* After Aug 1 but before Nov 1 change 75% fee. KCC 3-1-4
 CCM 10.21.14

Date Fee Paid and Receipt No.: 11.000368 10/15/14

TOTAL \$ 571.⁸⁸

All applications Include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE
 New applications also Include: Copy of ABC stamped approved Foot Print
 All Licenses will expire annually on May 1 at 2:00 a.m.

BUSINESS NAME: Lima Limon Peruvian Restaurant PHONE: 208-922-3144

BUSINESS LOCATION: 751 W 4th St Kuna, ID 83634
(City, State, Zip Code)

BUSINESS MAILING ADDRESS: Same
(City, State, Zip Code)

APPLICANT NAME: Agustin C. Contreras PHONE: 208-850-0538

RESIDENCE ADDRESS 1009 E Kuna Rd Apt 109 Kuna, ID 83634
(City, State, Zip Code)

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

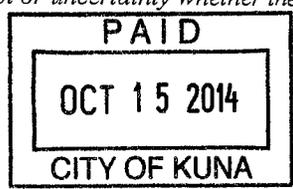
NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

Agustin Contreras
 Applicant Signature _____ Date _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.



State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 75599
ISLD ID: 7291

Premise Number: 1A-17182
Incorporated City

License Year: 2015
License Number: 17182

This is to certify, that **Agustin C Contreras**
doing business as: **Lima Limon Peruvian Restaurant**
is licensed to sell alcoholic beverages as stated below at:
751 W 4th, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	Yes	<u>\$0.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: \$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

AGUSTIN C CONTRERAS
LIMA LIMON PERUVIAN RESTAURANT
1009 E KUNA RD
KUNA, ID 83634
Mailing Address

License Valid: 10/15/2014 - 04/30/2015

Expires: 04/30/2015



Steve Powell
Director of Idaho State Police

ADA COUNTY ALCOHOL BEVERAGE LICENSE APPLICATION
(Ada County Ordinance Title 4, Ch. 3)

APPLICATION: New Transfer Renew DATE: 10-16-14

BUSINESS DBA: Lima Limon Peruvian Rest. Phone Number 208-922-3144

BUSINESS ADDRESS: 751 W 4th St Kuna, ID 83634

CONTACT NAME: Agustin C. Contreras Phone Number 208-850-0538

ADDRESS: 1009 E Kuna Rd Apt 109 Kuna, ID 83634

Email: Contreras.agustin@Hotmail-Com

I, Agustin C. Contreras
(Name of applicant: for self, or on behalf of partnership, corporation or association), **UNDER OATH, hereby make application for a license to retail:**

- Beer: Select one only:**
- \$ 25.00 Bottled or canned beer **NOT** to be consumed on premises
 - \$ 75.00 Bottled or canned beer **TO BE** consumed on premises
 - \$100.00 Draft beer and/or canned and/or bottled beer (on or off premises)
- Wine: Select one only:**
- \$100.00 Retail Wine
 - \$100.00 Wine by the Drink
- Liquor by the Drink (Wine is included in liquor fees):**
- \$187.50 Boise City
 - \$187.50 Eagle City
 - \$187.50 Garden City
 - \$187.50 Meridian City
 - \$125.00 Kuna City
 - \$125.00 Star City
 - \$100.00 Racing Facility
 - \$100.00 Eligible Golf Course
- Transfer:**
- \$ 5.00

Further, that I am: (one of the following):

- The owner of the above-named business to be licensed
- A partner and owner of the above-named business to be licensed
- The active manager of the above-named business to be licensed as a corporation, partnership, or association
- An officer or director of the above-named corporation to be licensed

If applying for a transfer of an existing active license, complete the following:

Name of current license owner (Individual name or business):

Address of current licensed premises:

Business address of current premises (if different from above):

Name of new license owner:

IF AN INDIVIDUAL, please complete the following:

Name: Agustin C. Contreras
Address: 1009 E Kuna Rd Apt #109 Kuna, ID 83634
SS#: 247-77-3770 Date of Birth: 08-28-70
Resident of Idaho: Yes No _____ Length of residency: _____
Possess documentation of US legal residency: Yes No _____

I have paid in full all court ordered fines and/or restitution in connection with said felony or any other court case within the jurisdiction of the 4th judicial district of Idaho. Yes No _____

Explain: _____ (attach additional pages, as needed.)

IF A PARTNERSHIP, complete the following:

Name of Partnership: _____
Partnership agent: _____
Agent Address: _____

Name of each partner:	Address of each partner:
_____	_____
_____	_____
_____	_____

Name and address of one partner who has been resident of Idaho at least thirty (30) days immediately preceding the date of this application, is at least 21 years of age and has documentation of US legal residency:

Name: _____
Address: _____

IF A CORPORATION, LLC OR ASSOCIATION, complete the following:

Name of corporation/association: _____
Type of business entity: _____
Date of organization in Idaho: _____

Names of officers and members of the governing board and principal stockholders of the applicant corporation/association:

Name: _____	Title: _____

(Attach additional pages, as needed.)

Name and address of Manager of the business selling alcoholic beverages who has been a resident of Idaho at least thirty (30) days immediately preceding the date of this application, is at least 21 years of age and has documentation of US legal residency:

Name: Agustin C. Contreras
Address: 1009 E Kona Rd Apt 109 Kuna, ID 83634

IF A FOREIGN CORPORATION, complete the following (In addition to Corporation or Association):
The above-named corporation is duly qualified to do business in Idaho: Yes No

Name of Idaho agent: _____
Address of Idaho agent: _____

ALL APPLICANTS (individuals or representatives of businesses) please complete the following:

Neither I, nor any partner or corporate officer or governing board member have, within in the past five (5) years immediately preceding the filing of this application, been convicted of any felony or completed any sentence of confinement for said felony within the past five (5) years.
Yes No Explain: _____ (attach additional pages, as needed).

Neither I, nor any partner or corporate officer or governing board member have, within the three (3) years immediately preceding the filing of this application, been convicted or paid any fine, received a deferred sentence or withheld judgment, suffered the forfeiture of a bond for failure to appear, or completed any sentence of confinement for the violation of any law or regulation of the state of Idaho, any other local or state government, or of the United States regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages or intoxicating liquors.
Yes No Explain: _____ (attach additional pages, as needed.)

Neither I, nor any partner or corporate member, officer or governing board have, within the three (3) years immediately preceding the filing of this application, had any license revoked, which was issued by any county or city of this state, by any state, including Idaho, or by the United States, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors.
Yes No Explain: _____ (attach additional pages, as needed.)

Neither I, nor any partner or corporate officer or governing board member, have ever engaged in the operation of, or have a financial interest in, any house or place for the purpose of prostitution, or been convicted of any crime or misdemeanor opposed to decency or morality.
Yes No Explain: _____ (attach additional pages, as needed.)

List the names and addresses of all persons who have any financial interest in any business to be carried on, in or upon the licensed premises, whether such interest results from open loans, mortgages, conditional sales contracts, trusts or any other basis other than open trade accounts incurred in the ordinary course of business, and the amounts of such interest:

Name:	Address:	Amount of Interest:
_____	_____	\$ _____
_____	_____	\$ _____

(Attach additional pages, as needed.)

Unincorporated Areas Only:

The entrance to the premises is within three hundred (300) feet of the entrance of any public school or church or other place of worship. Yes No

A Certificate of Zoning has been issued by the Ada County zoning department. Yes No
(Attach copy)

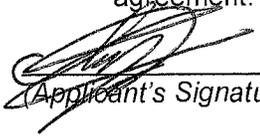
Unincorporated Area Only:

If this application is for a new establishment, which was not licensed the previous year by Ada County, the written consent of at least 75% of the resident property owners or occupants of properties within a radius of 1,000 feet of any part of the premises upon which alcoholic beverages are to be sold for consumption, with said signatures not more than 180 days old, is submitted with this application.

Yes _____ No _____ Explain: _____

CONDITIONS:

1. Should a license be issued pursuant to this application, such license shall expire at 1:00 a.m., May 1, of the following year and may be renewed, upon re-application.
2. A transfer of a license for the sale of alcohol beverages shall not authorize transferee to retail sales of alcoholic beverages, except by application to and approval of the transfer by the Board of Commissioners of Ada County.
3. Application must be accompanied by requisite fees and all required documentation.
4. Application for and issuance of an Alcohol Beverage License is applicant's consent to allow the Ada County Sheriff, the Ada County Board of Commissioners, and/or the Ada County Prosecuting Attorney's Office, to conduct background investigations, to make inspections, and to determine compliance with ordinances and state laws regulating the sale of alcohol beverages.
5. Application must be accompanied by a copy of the State of Idaho Alcohol Beverage License.
6. If applicant does not own the premises, application must include copy of the premises lease agreement and a document showing that the owner consents to the sale of alcoholic beverages on such premises.
7. If premises are owned by applicant, application must include documentation of ownership.
8. If current license is being leased to third party, application by third party must include copy of the lease agreement.



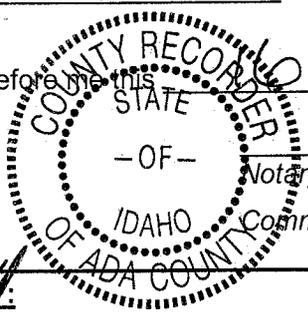
(Applicant's Signature)

(Applicant's Signature)

(Applicant's Signature)

(Applicant's Signature)

Subscribed and sworn before me this _____ day of October, 2014.



Notary Public (or County Recorder Deputy)
Commission Expires _____

ADA COUNTY SHERIFF:

Reviewed by:  Date: 10/16/14

Recommend for Licensure: Yes No _____

ADA COUNTY CLERK:

Fees Collected and Application reviewed for completion and compliance with all applicable laws:

By: _____ Date: _____
Ada County Deputy Clerk

Recommend for approval by Board of Commissioners of Ada County: Yes _____ No _____

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____, 2014, between Lete Family Revocable Trust, (GRANTOR), and the City of Kuna, a municipal corporation, situated in the County of Ada, State of Idaho, (GRANTEE or CITY OF KUNA).

WITNESSETH:

That the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant forever unto the GRANTEE, its successors and assigns, for the purpose of constructing, replacing, operating, and maintaining pressurized irrigation, sewer and water lines, with the necessary appurtenances thereto, and for accessing Grantor property, full and free right to enter upon the real property of the GRANTOR, said real property being described as follows;

A portion of a parcel of land in the Northeast quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

*Commencing at the northeast corner of said section 22, and the REAL POINT OF BEGINNING;
Thence south 0 degrees 4 minutes 19 seconds west along the east boundary of said Section 22 a distance of 988.28 feet;
Thence leaving said east boundary north 89 degrees 27 minutes 2 seconds west a distance of 58.00 feet;
Thence north 0 degrees 4 minutes 19 seconds east a distance of 953.30 feet;
Thence north 89 degrees 25 minute 30 seconds west a distance of 1277.18 feet;
Thence north 55 degrees 20 minutes 14 seconds west a distance of 62.45 feet to a point on the north boundary of said Section 22;
Thence continuing along said north boundary south 89 degrees 25 minutes 30 seconds east a distance of 1,386.59 feet to the REAL POINT OF BEGINNING.*

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth. No permanent structures, masonry fences, concrete fences or other improvements are to be constructed, or trees or other landscaping planted, or use authorized on the Easement Property by Grantor or Grantor's successors or assigns to the underlying title thereto which will adversely affect or impair the Grantee's ability to construct, replace, operate or maintain its facilities and appurtenances thereto. It is understood that turf and sprinkler systems do not violate the terms of the easement. It is also understood that low-lying shrubs in the easement and at least 4 feet from the utility alignment do not violate the terms of the easement.

2. The CITY OF KUNA, or its assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either of construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.
4. In granting said easement, GRANTOR reserves the right to transfer title to the property included in said easement to a third property, including Ada County Highway District or any of its successors, but covenants to preserve the rights granted to GRANTEE by said easement in perpetuity.

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

IN WITNESS WHEREOF, The GRANTOR has hereunto set its hands and seals the day and year first above written.

 INAKE LETE

STATE OF IDAHO)
)ss.
 County of)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and said State, personal appeared _____
 _____ know to me to be he persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public

Residing at _____

My Commission Expires _____

RESOLUTION NO. R63-2014

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, to accept that certain utility Easement, dated October 15, 2014, provided by the Lete Family Revocable Trust, and directing that said Easement be recorded in the records of Ada County, State of Idaho, and which Easement is attached hereto, and made a part hereof, as if set forth in full.

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

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

UTILITY EASEMENT

THIS INDENTURE, Made this 15th day of October, 2014, between Lete Family Revocable Trust, (GRANTOR), and the City of Kuna, a municipal corporation, situated in the County of Ada, State of Idaho, (GRANTEE or CITY OF KUNA).

WITNESSETH:

That the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant forever unto the GRANTEE, its successors and assigns, for the purpose of constructing, replacing, operating, and maintaining pressurized irrigation, sewer and water lines, with the necessary appurtenances thereto, and for accessing Grantor property, full and free right to enter upon the real property of the GRANTOR, said real property being described as follows;

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Thence north 89 degrees 25 minute 30 seconds west a distance of 1277.18 feet;
Thence north 55 degrees 20 minutes 14 seconds west a distance of 62.45 feet to a point on the north boundary of said Section 22;
Thence continuing along said north boundary south 89 degrees 25 minutes 30 seconds east a distance of 1,386.59 feet to the REAL POINT OF BEGINNING.*

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth. No permanent structures, masonry fences, concrete fences or other improvements are to be constructed, or trees or other landscaping planted, or use authorized on the Easement Property by Grantor or Grantor's successors or assigns to the underlying title thereto which will adversely affect or impair the Grantee's ability to construct, replace, operate or maintain its facilities and appurtenances thereto. It is understood that turf and sprinkler systems do not violate the terms of the easement. It is also understood that low-lying shrubs in the easement and at least 4 feet from the utility alignment do not violate the terms of the easement.

2. The CITY OF KUNA, or its assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either of construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.
4. In granting said easement, GRANTOR reserves the right to transfer title to the property included in said easement to a third property, including Ada County Highway District or any of its successors, but covenants to preserve the rights granted to GRANTEE by said easement in perpetuity.

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

IN WITNESS WHEREOF, The GRANTOR has hereunto set its hands and seals the day and year first above written.

Inake Lete
INAKE LETE

member family trust

STATE OF IDAHO)

)ss.

County of *Canyon*)

On this *15th* day of *October*, 2014, before me, the undersigned, a Notary Public in and said State, personal appeared *Inake Lete*

_____ know to me to be he persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Jordan Hurd



Notary Public

Residing at Canyon County Idaho

My Commission Expires Sept. 23, 2026

* Requesting fee waiver *



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

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

Date: 11/3/14

Time: Daytime to After Hours 4pm to 6pm

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?

60⁰⁰ Fee Total
50⁰⁰ Deposit Total
110⁰⁰ Grand Total

Receipt #

Refund of deposits will be processed as soon as possible

Date: 10/13/14 CCM Oct 21

Contact person: Mark Barnes

Type of Event: Public Holiday Photography

Organization: Kuna Melba News + Ronnie Soldano
(If applicable)

Address: 326 Ave D Kuna ID 83634
(City, State, Zip Code)

Telephone: 208 922-3008

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.

Synchrax photography

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

10/13/14
Date

Kuna City Clerk

(City Clerk signature required for after hours permits only)

Seal

Date



City of Kuna

Council Staff Report

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

To: City Council

Case Number(s): 08-08-DA (Development Agreement Modification) Linder Farms

Location: West of Linder Road, 1/2 mile south of Lake Hazel
 Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: October 21, 2014

Applicant: **Zombie Acres, LLC**
 Matt Ogle
 13999 W. Wainwright Dr. Suite 201
 Boise, ID, 83713
 208.391.2023
ldahozombies.com
mattogle24@gmail.com

Owner: Randall and Sherri Feist
 7165 S. Linder Road
 Meridian, ID 83642

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity and Aerial Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Findings of Fact
- J. Proposed Conclusions of Law
- K. Proposed Decision by the Council

A. Course of Proceedings

1. Kuna City Code (KCC), Title 5, Chapter 1A, Section 7, addresses *Zoning Ordinance Amendment regulations* and states: *Following the public hearing, if the council makes a material change to a comprehensive plan amendment application or zoning ordinance amendment application, further notice and hearing shall be provided in accord with the regulations of section 1-6-8 of this Code.* Staff views this request to be valid and eligible for such a request as this application has met the noticing requirements for public hearings to modify the development agreement.

a. Notifications

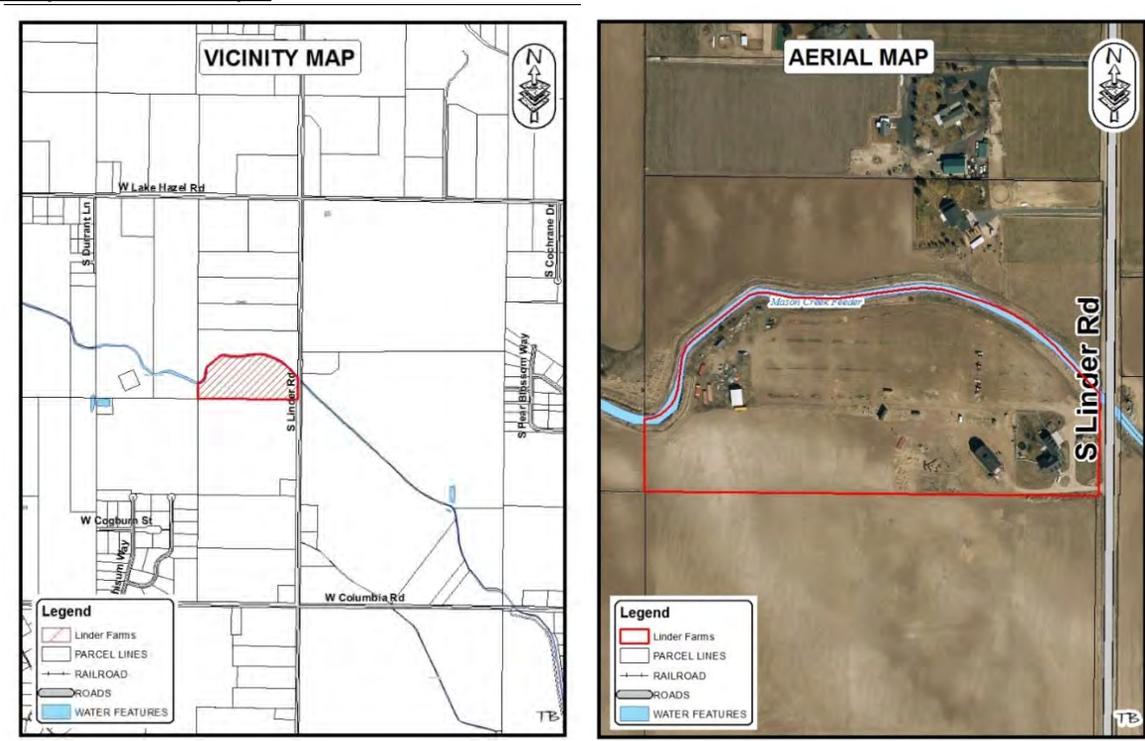
- | | |
|----------------------------|--------------------|
| i. Agencies | September 15, 2014 |
| ii. 300' Property Owners | September 10, 2014 |
| iii. Kuna, Melba Newspaper | September 24 2014 |
| iv. Site Posted | October 10, 2014 |

B. Applicants Request:

1. Request:

Applicant requests modification of the Development Agreement (DA) for the Linder Farms operation, located one-half mile south of Lake Hazel on the west side of Linder Road. This application specifically requests adding Bus Guide Tours through corn fields and paintball activities for the site, to the recorded Development Agreement.

C. Vicinity and Aerial Maps:



D. History: The Agri-tainment uses for this site were originally approved by City Council August 5, 2008 in connection with a request from Linder Farms (Randall Feist) for Annexation and Special Use Permit (SUP). In 2008 using the DA and SUP processes, Linder Farms requested the ability to have specific agricultural related uses on site to

support their Agri-tainment business. These are identified in the recorded Development Agreement (pg. 2 of 12 – Instrument 108127260) in section 3.1.2. Since that time they have experienced growth and had some success and would like to add this use to their list of approved activities.

E. **General Projects Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Medium Residential. This application does not include a request for a change in the current land-use, only an addition.

2. **Surrounding Land Uses:**

North	RR	Ada County
South	Agriculture	Kuna City Limits
East	R-6 and Agriculture	Kuna City Limits
West	Agriculture	Kuna City Limits

3. **Services:**

Sanitary Sewer– City of Kuna
 Potable Water – City of Kuna
 Irrigation District – Boise-Kuna Irrigation District
 Pressurized Irrigation – City of Kuna (KMID)
 Fire Protection – Kuna Fire District
 Police Protection – Kuna City Police (Ada County Sheriff’s office)
 Sanitation Services – J&M Sanitation

4. **Existing Structures, Vegetation and Natural Features:** This is an established and active farm. There are existing farm type uses and accessory buildings one would expect to see on a farm.
5. **Transportation / Connectivity:** Currently the site has one access point – Linder Road.
6. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site’s topography is generally flat.
7. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), City of Kuna Police Department and Kuna Rural Fire District. The responding agency comments are included as exhibits. The following agencies did not send in comments; Ada County Highway District (ACHD), the Idaho Transportation Department (ITD), Department of Environmental Quality Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation or the US Post Office.

F. **Staff Analysis:**

This site is one-half mile south of Lake Hazel and on the west side of Linder Road. The applicants request appears to follow the spirit of the SUP already in place. However, the list of approved activities for the property does not include a use that is similar enough and the applicant seeks to add this as an allowed use.

The applicant has included a sit plan (included as an exhibit) which demonstrates the buffer area and other types of protection for the paintball activities. Applicant has had conversations with the Kuna Rural Fire District and Kuna Police Department as an additional means of safety and EMS coordination. The applicant has also coordinated with Linder Farms to include additional parking spaces to accommodate the increase in foot traffic this attraction will bring to Kuna.

Whereas this activity proposes to use a corn field for seasonal paintball-games/activities, this proposal appears to follow the same general spirit of the existing Agri-tainment uses and activities on site. Staff forwards a view of support for this request to Council.

G. Applicable Standards:

1. Kuna City Code, Title 5, Zoning Ordinance,
2. Kuna City Code, Title 5, Section 3, Zoning Regulations,
3. Kuna City Code, Comprehensive Plan and Future Land Use Map,
4. Kuna City Code, Title 5, Section 6, Special Use Permit,
5. Kuna City Code, Title 5, Section 14, Development Agreements,
6. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

H. Comprehensive Plan Analysis:

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

1. The proposed application for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICY – Property Rights

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

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

GOALS AND POLICY – Economic Development

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

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

GOALS AND POLICY – Land Use

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

Objective 2.1: Assist in retaining or expanding sales opportunities in entertainment, sit-down restaurants, and neighborhood/convenience shopping categories. Encourage neighborhood and community -scale retail.

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

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

I. Proposed Findings of Fact:

1. The modification appears to meet the general objectives of Kuna’s Comprehensive Plan.
2. The modification uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
3. Staff is not aware if this request is likely to cause adverse public safety problems.

4. The modification does not appear to cause detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
5. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
6. Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
7. Based on the evidence contained in Case No. 08-08-DA (Development Agreement Modification), this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
8. The City Council has the authority to approve or deny this application.
9. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No 08-08-DA (Development Agreement Modification), the Council finds Case No. 08-08-DA (Development Agreement Modification), appears to comply with Kuna City Code.
2. Based on the evidence contained in Case No. 08-08-DA (Development Agreement Modification) the Council finds Case No. 08-08-DA (Development Agreement Modification), appears to be consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

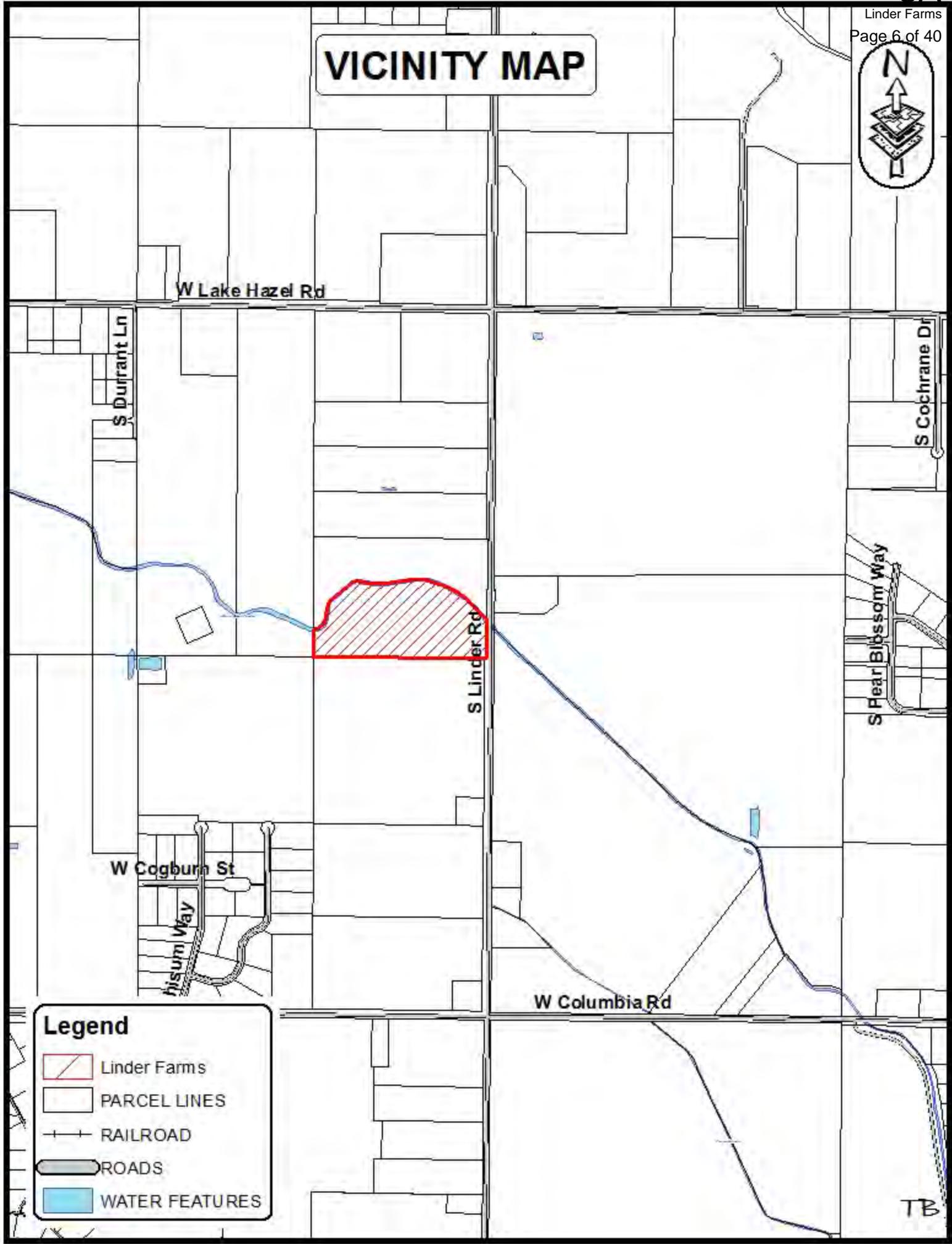
K. Proposed Decision by the City Council:

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

1. Applicant shall follow staff and other agency recommended requirements as applicable.
2. Applicant shall comply with all local, state and federal laws.
3. Applicant shall follow the same procedure for any changes in use beyond what is approved through this action.

DATED: This ____th day of October, 2014.

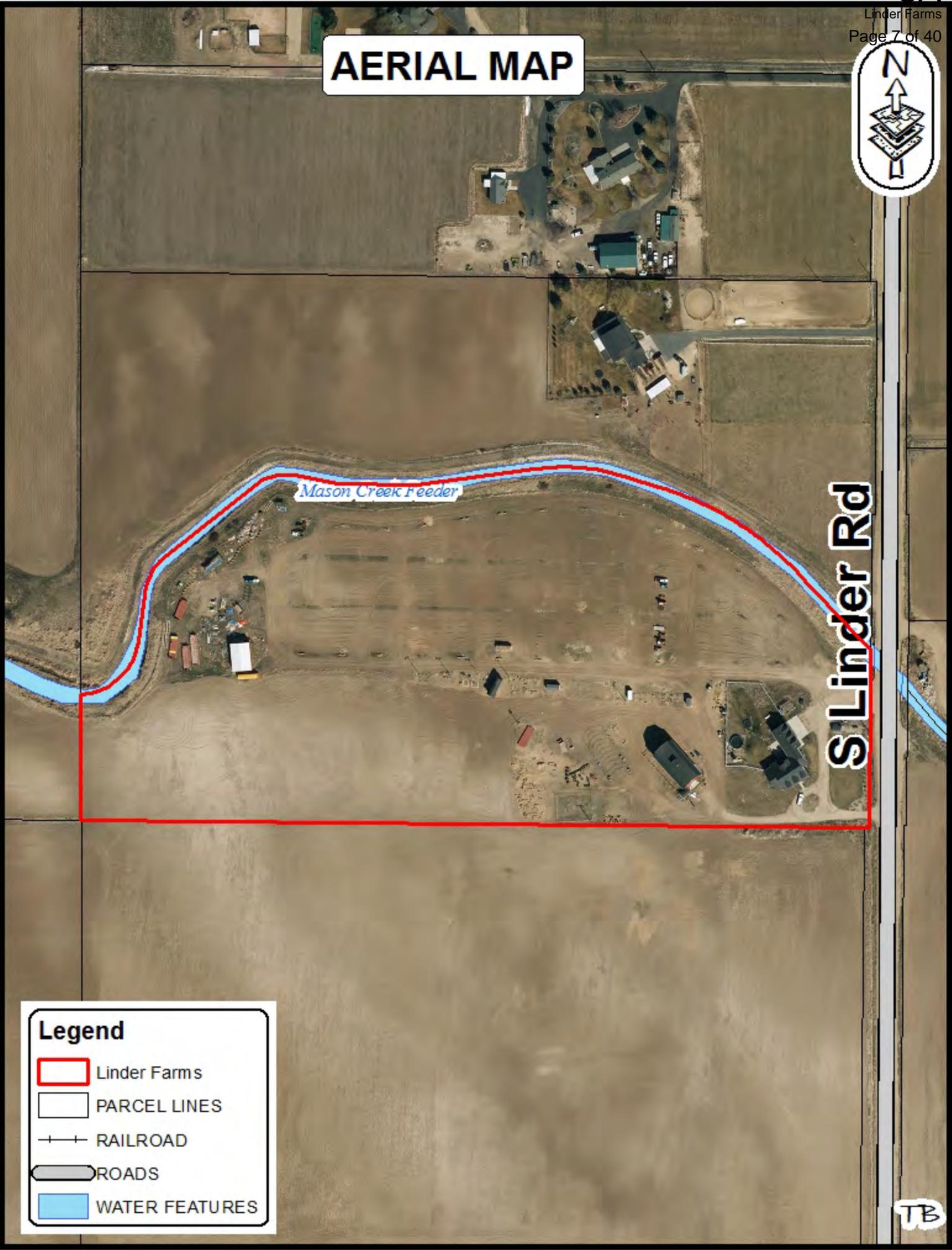
VICINITY MAP



Legend

-  Linder Farms
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

AERIAL MAP



Mason Creek Feeder

S Linder Rd

Legend

-  Linder Farms
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES



**City of Kuna
Planning & Zoning
Department**
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.cityofkuna.com

CITY OF KUNA Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	08-8-DA
Project name	Zombie Acres
Date Received	Sept. 12, 2014
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	Oct. 14, 2014
City Council Hearing Date	N/A

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement MODIFYING.
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

Contact/Applicant Information

Owners of Record: <u>Randy & Sherie Feist</u>	Phone Number: <u>208-371-9005</u>
Address: <u>7165 S. NO Linder Rd</u>	E-Mail: <u>randy@linderfarms.com</u>
City, State, Zip: <u>Mendon, ID 83642</u>	Fax #: <u>NA</u>
Applicant (Developer): _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>7165 S. Linder Rd</u>	
Site Location (Cross Streets): <u>Linder & Lake Hazel Rd</u>	
Parcel Number (s): <u>S 1302142020</u>	
Section, Township, Range: _____	
Property size : <u>14.67 acres</u>	
Current land use: <u>AGRETAINMENT</u>	Proposed land use: <u>SAME</u>
Current zoning district: _____	Proposed zoning district: _____

✓

Project Description

Project / subdivision name: ZOMBIE ACRES

General description of proposed project / request: RIDE THROUGH CORN MAZE on a BUS while SHOOTING STATIONARY AND MOVING TARGETS TO ADD TO FAMILY FUN AT LINDER FARMS.

Type of use proposed (check all that apply): AT LINDER FARMS.

Residential _____

Commercial SEASONAL

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

#

Residential Project Summary (if applicable)

N/A

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: _____ Number of building lots: _____

Number of common and/or other lots: _____

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (if applicable)

N/A

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

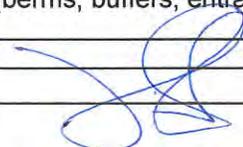
b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

X

Applicant's Signature:  Date: Sept 12, 2014

SEP 12 2014

CITY OF KUNA
Matthew J. Ogle

ZOMBIE ACRES

13999 W. Wainwright Dr. Suite 201 | Boise, ID 83713
(208) 391-2023 | idahozombies.com

Operations Proposal

To Whom It May Concern:

Zombie Acres is a family owned and operated business. For the past 3 years we have poured our energy into creating this attraction to not only provide an amazing attraction for people of all ages, but also to provide for our children and families. We are the only attraction that offers first-person action with live actors in a controlled environment and was developed to bring family and friends together.

The basic operations of Zombie Acres includes the following:

Zombies – We have hired over 16 actors to play as zombies. These individuals are fully protected with riot suits, protective masks, theatrical masks, gloves, and other clothing to protect them from any minor injury they would possibly get while in the fields. The main job of the zombies is to lurk in the corn, providing a moving target for the “Heroes”.

Heroes – Heroes are considered anybody who purchases a ticket to Zombie Acres. Heroes are loaded onto one of our two school buses that have been transformed into Assault Vehicles. These buses have paintball guns rigged up out each window for the Heroes to use as the Assault Vehicle travels through the designed path at Linder Farms. The heroes are free to shoot any mannequin or live targets placed in the corn.

Paintball Guns – These guns are mounted in the Assault Vehicle out each window. They are chained down to ensure that the angle of the discharged paintball will not be shot into the distance.

ZOMBIE ACRES

Matthew J. Ogle

13999 W. Wainwright Dr. Suite 201 | Boise, ID 83713
(208) 391-2023 | idahozombies.com

Assault Vehicle / Bus - Zombie Acres owns and operates two separate buses. They are painted black and branded with Zombie Acres logo. Inside the bus, the design is to create an apocalyptic feeling with camouflage nets on the ceiling, black lighting, red caution lights, and the audio created to go with the themed ride through the zombie infested corn fields.

Ticketing/Admin – Zombie Acres will employ additional staff to manage the ticket booth, bus and gun maintenance, and administrative duties.

We have considered potential issues and have explored the solutions and have set them in place:

Audio/Sound Disruption to Neighbors – Zombie Acres decided to use school busses instead of flat bed trailers because the audio that is used for the experience is contained inside the bus and doesn't travel beyond the buffer of the bus, scenes, cornstalks and hay bails. While the paintball guns do sound as they discharge, we have lowered the psi (pressure rating for discharge of paintballs) to decrease the noise, and also to ensure the safety of our zombie actors.

Parking – Linder Farms has the ability and capacity to host over 50,000 patrons per year. Zombie Acres adds such a small percentage of increase in vehicle traffic that Linder Farms is able to provide the parking necessary. It should be noted that a majority of their traffic is during the day, and Zombie Acres will be only operational in the evening times. It should be noted that Zombie Acres reaches maximum capacity for each hour time slot at around 41 patrons. Even if 41 patrons were to drive separate vehicles, the volume

ZOMBIE ACRES

Matthew J. Ogle

13999 W. Wainwright Dr. Suite 201 | Boise, ID 83713
(208) 391-2023 | idahozombies.com

increase of those 41 vehicles to Linder Farms traffic is minimal compared to their capacity for parking.

Additional Considerations include:

- Worker's compensation and liability insurance is provided (\$1M Policy).
- Each employee completes and signs liability release forms.
- Each zombie actor wears full riot gear and two full coverage facial masks.
- Each patron signs liability release form upon purchase of tickets.
- Each patron is seated for the full duration of the bus ride.
- Each patron wears protective goggles.
- Both buses are fully licensed and insured.
- Both buses are professionally wired and rigged by Norco.

Operations are between the hours of 5:00pm-9:00pm Thursday, and 5:00pm-10:00pm Friday and Saturday from September 26th through November 1st.

We previously operated at Linder Farms in the fall of 2013 and are excited to start a new year and provide some of the greatest entertainment the Treasure Valley has experienced in years. Aside from operating at Linder Farms last year, we have been at the Boise Music Festival, Western Idaho Fair, and many other county fairs across Idaho and Utah. The purpose of Zombie Acres travels this past summer was only to build up excitement about Zombie Acres at Linder Farms. Our growth in the Zombie Acres followers and fans this year has been wonderful, with most of our patrons and supporters coming from Facebook and word of mouth traffic. We have had such a great experience with Kuna City Hall, Linder Farms

CITY OF KUNA

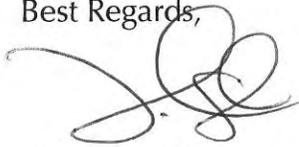
Matthew J. Ogle

ZOMBIE ACRES

13999 W. Wainwright Dr. Suite 201 | Boise, ID 83713
(208) 391-2023 | idahozombies.com

and the community and are excited to have another successful year at Linder Farms.

Best Regards,



Matthew J. Ogle
Co-Owner of Zombie Acres, LLC





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: Director of Kuna Planning and Zoning

FROM: Gordon N. Law
Kuna City Engineer

RE: Zombie Acres
Parcel R5070002110
08-08-DA

DATE: September 16, 2014

It does not appear that this application involves any substantive changes to the property or changes in demand on city infrastructure. Accordingly, a review by the City Engineer does not appear to be necessary. If this assumption is not correct, please let me know.

Troy Behunin

From: dstrosnider@kunafire.com
Sent: Tuesday, September 16, 2014 11:51 AM
To: Troy Behunin
Subject: Zombie Acres Agency Packet

Troy,
We have reviewed the documents you scanned and attached which indicates what the proposed expansion will create, it appears it is only the addition of two buses that are equipped for paintball shooters to discharge paintballs for entertainment. Although it is not a code issue we highly recommend that they install and keep stocked first aid kits in each bus.

Thanks for requesting our input.

Doug Strosnider
Assistant Chief

Kuna Fire District
150 W Boise Street
Kuna, Idaho 83634
Office 208-922-1144
Cell 208-921-8806
dstrosnider@kunafire.com

From: Troy Behunin [mailto:troy@cityofkuna.com]
Sent: Tuesday, September 16, 2014 9:27 AM
Subject: Zombie Acres Agency Packet

Good morning everyone,
A PDF containing information for an upcoming land use action (A Development Agreement Modification request) is included with this email for your agencies review. Please review the material and provide our office with comments relative to this application.

If your agency needs a hard copy of this packet, let me know and I will send one through the USPS.

Let us know if someone else in your organization should receive future email requests for comment. Please confirm you have received this email.

Thank you,
Troy

Troy Behunin
Senior Planner
City of Kuna
763 W. Avalon
Kuna, ID 83634

Troy Behunin

From: Justin Dusseau <SO4335@adaweb.net>
Sent: Tuesday, September 16, 2014 12:00 PM
To: Troy Behunin
Subject: RE: Zombie Acres Agency Packet

Troy:

I have reviewed the plan and I have been in contact with Matt Ogle from Zombie Acres. I think my discussion was well received and they appear to have a solid grasp on safety measures.

That being said, I do approve of the information in their packet.

Thank you

Lt. Justin L. Dusseau
Chief, Kuna City Police
Ada County Sheriff's Office

1450 W Boise St
Kuna, ID 83634

| office: 208.577.3850 | cell: 208.573.0973 | email: jdusseau@adaweb.net | www.adasheriff.org |



From: Troy Behunin [mailto:troy@cityofkuna.com]
Sent: Tuesday, September 16, 2014 9:27 AM
Subject: Zombie Acres Agency Packet

Good morning everyone,

A PDF containing information for an upcoming land use action (A Development Agreement Modification request) is included with this email for your agencies review. Please review the material and provide our office with comments relative to this application.

If your agency needs a hard copy of this packet, let me know and I will send one through the USPS.

Let us know if someone else in your organization should receive future email requests for comment. Please confirm you have received this email.

Thank you,
Troy

W Lake Hazel Rd

S Durrant Ln

S Linder Rd

Zombie Acres

Linder Farms

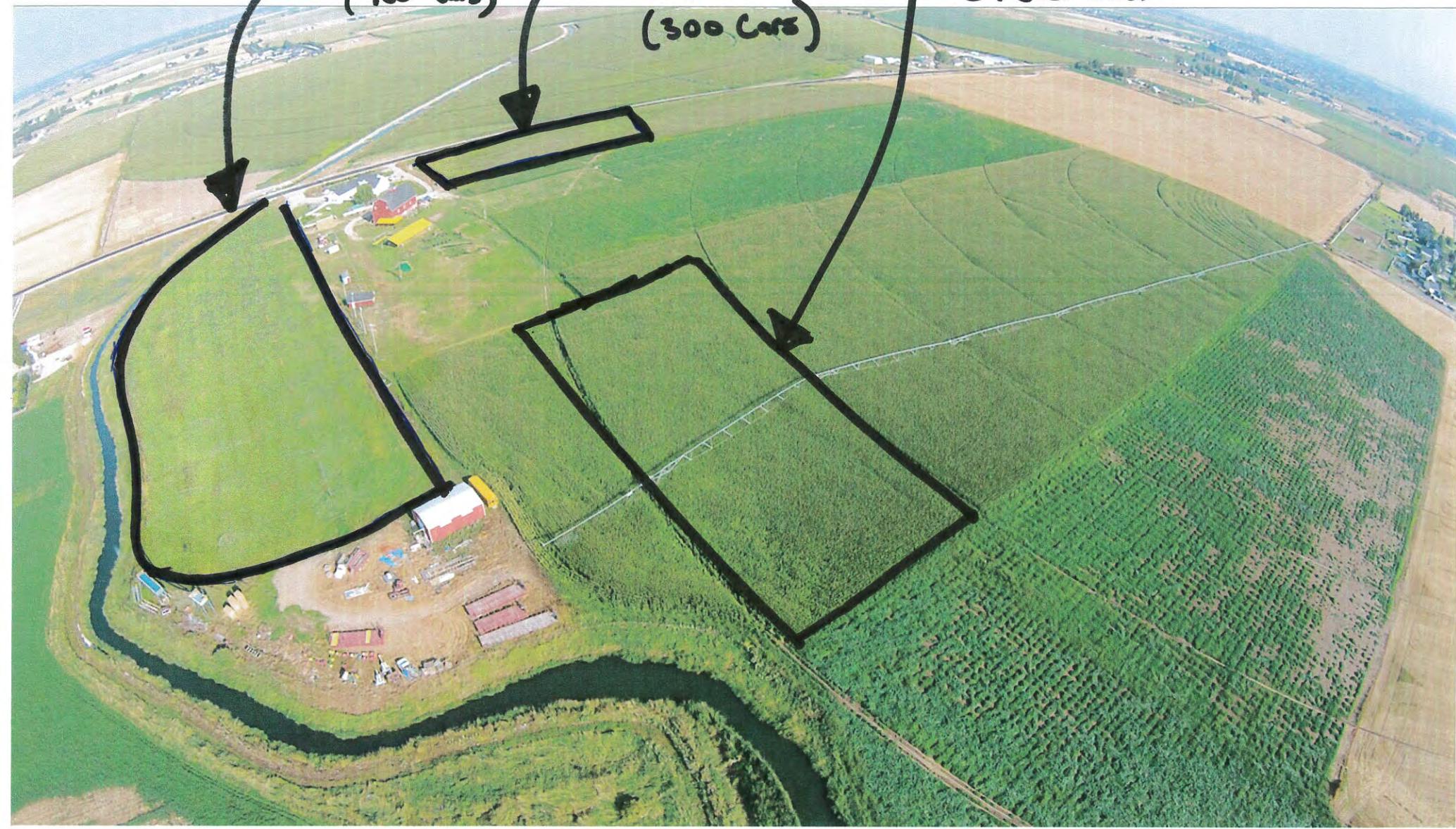
Mason Creek Feeder



MAIN
PARKING
(400+ Cars)

PARKING
OVERFLOW
(300 Cars)

ZOMBIE ACRES
OPERATION



Zombie Acres - Red Circles=Bus Path
Buffered by ~30ft of corn on the North, South, East and West, and
construction fence where applicable and bails of hay.

RECEIVED

SEP 12 2014

CITY OF KUNA



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written consent of the copyright holder.

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 6 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: ZOMBIE ACRES
 Date and time of neighborhood meeting: SEPT 10, 2014 @ 7:00 PM
 Location of neighborhood meeting: 7165 S. LINDER RD MERIDIAN, ID 83642

SITE INFORMATION:

Location: Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: _____
 Subdivision Name: _____
 _____ Lot: _____ Block: _____
 Site Address: _____ Tax Parcel Number(s): _____

Please make sure to include all parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Randy and Sherrie Feist
 Address: 7165 S. LINDER RD City: MERIDIAN State: ID Zip: 83642

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Matt Ogle Business (if applicable): ZOMBIE ACRES
 Address: 13999 W. Wainwright dr Suite 201 City: BOISE State: ID Zip: 83713

PROPOSED USE:

Application Type

Brief Description

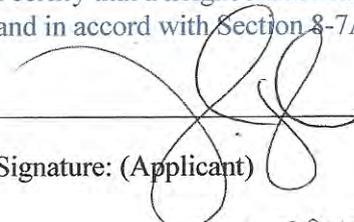
- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim. Plat)
- Special Use
- Variance
- Expansion of Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

APPLICANT:

Name: Matt Ogle - ZOMBIE ACRES
 Address: 13999 W. Wainwright Dr. Suite 201
 City: BOISE State: ID Zip: 83713
 Telephone: 208-391-3023 Fax: _____

LINDER FARMS - Sherrie Feist
 7165 S. LINDER RD
 MERIDIAN, ID 83642
 371-0222

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code.



 Signature: (Applicant) MATT OGLE

Date Sept 10, 2014

SIGN IN SHEET

PROJECT NAME: ZOMBIE ACRES

Date: SEPT 10, 2014

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	Dana Peterson	6655 S. Linder Rd	83642	208-884-0509
2	Randy & Sherrie Feist	7165 S. Linder Rd.	83642	
3	Matt Ogle	13999 W Wainwright DR	83713	208-391-3023
4	Taylor Garner	SUITE 201 BOISE, ID 83713		
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Notice of Neighborhood Meeting

3A

Linder Farms

Page 24 of 40

7165 S. Linder Rd
Meridian, ID 83642
September 3, 2014

Dear Neighbor,

This letter is to inform you of our intent to operate Zombie Acres for a second year at Linder Farms in the corn maze. You are receiving this notice because you live within 300 ft. of the address listed above. We plan to operate between the hours of 5:00pm-9:00pm Thursday, and 5:00pm-10:00pm Friday and Saturday from September 26th through November 1st. We are the only attraction that offers first-person action with live actors in a controlled environment.

We previously operated at Linder Farms in the fall of 2013. We are excited to start a new year and provide some of the greatest entertainment the Treasure Valley has experienced in years. Aside from operating at Linder Farms last year, we have been at the Boise Music Festival, Western Idaho Fair, and many other county fairs across Idaho and Utah.

For the past 3 years we have poured our energy into creating this attraction to not only provide an amazing attraction for people of all ages, but also to provide for our children and families.

A neighborhood meeting has been scheduled for Wednesday September 10th, 2014 at 7:00pm at the Linder Farms residence. It is our wish that our neighbors feel confident in the operation and safety of our operation at Linder Farms.

Sincerely,



Matt Ogle

*I most likely will not be able to attend the meeting due to health issues. I just would like to say I am so happy someone is ~~putting~~^{creating} family entertainment that is good, clean, wholesome fun. What a wonderful autumn event. This area needs something like this close by. We have always had to drive somewhere else or miss out. Good luck in your endeavors.
Marie B. Durrant*

RECEIVED

SEP 15 2014

KUNA CITY CLERK



City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss
County of Ada)

I, Randall Feist , 7165 S Linder Rd
Name Address
Meridian , ID 83642
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A.

That I am the record owner of the property described on the attached, and I grant my

Permission to MATT OGLE / ZOMBIE ACRES 13999 W. WAINWRIGHT DR SUITE 201
Name Address BOISE, ID 83713

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 12 day of Sept, 20 14

Randall Feist
Signature

Subscribed and sworn to before me the day and year first above written.

[Signature]
Notary Public for Idaho

Residing at: Kent ID

My commission expires: 11-21-18



October 15, 2014

To: Randy and Sherrie Feist
7165 S Linder Rd,
Meridian, ID 83642

CC: Kuna City Council

Re: Complaints regarding Special Use Permit issued to Feist Properties

Randy and Sherrie Feist/Kuna City Council:

This letter is to notify you of our complaints of your continued violations of your Special Use Permit approved June 24, 2008 to operate a “farmer’s market and associate agritainment activity”, now known as Linder Farms. As your direct neighbors to the north, we are highly disappointed in the monstrosity that Linder Farms has become.

We purchased 12 acres in the country to live a country, farming lifestyle. We have a right to enjoy the quiet and peacefulness that this lifestyle offers. However, beginning in September and running into November of each year, we are subjected to the Feists’ idea of a ‘country lifestyle’ to the detriment of their neighbors. This includes atrocious noise running late into the night, amplified live bands, flood lighting that can be seen over a mile away, constant traffic, dust, engine noise, car alarms, screaming, air horns, loose horse herds running amok through our property, trash along our roadway, and other annoyances that come with living adjacent to an amusement park. Never so much as an apology is offered by the Feists for these constant annoyances. Rather, the Feists seem to be ever increasing their “agritainment” operation to bring yet more and more paying customers to the ‘farm’, to the benefit of their bottom line.

In example, this year we are subjected to the new draw, “Zombie Acres”. When this is in operation I can sit on my back patio and enjoy the sounds of paintball guns, revving bus engines, air horns, and constant screaming. I have learned that an additional permit has been requested to continue Zombie Acres on a continual basis. I am DEFINITELY NOT IN SUPPORT OF THIS. Many of the neighbors are in agreement with me.

I see Linder Farms is advertising a live band performing October 25. I will be signing a disturbing the peace citation against Randy and Sherrie Feist IF I am subjected to loud, amplified music while on my own property.

Below are our specific complaints of the violations of the Special Use Permit and the associated section numbers for your reference:

3.1.2 Agriculture/Agritainment Uses: specifically not on the list and currently in operation at Linder farms is Zip-Lining, bull-riding, zipper ride, swing carousel ride, and go-carts.

3.1.2.2 Farmers Market: *“Sounds emanating from the farmers market/agritainment shall be inaudible at the property boundary”*. Feists, I welcome you to come to any area of my property when Linder Farms is in operation and listen for yourself. I have videos made from my back porch sunroom to share, if you would like. The noise is constant, it is loud, and it is annoying. Specifically: AIR HORNS, CAR ALARMS, LOUD AMPLIFIED MUSIC, ENGINES REVVING, and LOUDSPEAKER.

3.1.15: Outdoor Lighting: The outdoor lighting is atrocious and can be seen for miles. It lights up my backyard until well after 11:00 pm 6 days a week.

3.1.16.2.1: Lighting continued: *“The applicant is installing a pole 12 feet high with two (2) 500 watt lights on it to light the entrance, but is still maintaining the dark sky concept.”* I can see several light posts with flood lights over 30 feet tall, giving it more of a Walmart parking lot appearance than a farmer’s market.

3. Special Use:

[The location]:

c. *“will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.”* My argument is that the general area is rural and agricultural, and Linder Farms has grown far beyond the original pumpkin patch/hayride concept. My property values are declining due to the continued growth and commercial use of the area. Constant traffic in and out of Linder Farms is a detriment to the area.

d. *“Will not be hazardous or disturbing to existing or future neighboring uses.”* Linder Farms is disturbing other neighbors besides me; I would be willing to take up a petition to provide some concrete numbers. Personally, I am trying to train a young horse in my riding arena. Constant traffic, smog, and dust make this unpleasant for me. I had a family in a van actually pull over on Saturday, October 11th, right next to my arena to watch me work with my horse, as if I were part of the entertainment that is offered by Linder Farms, before they continued on to join the other 200+ cars in the dirt parking lot next door!

g. *“Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive*

production of traffic, noise, smoke, fumes, glare or odors.” Again, the traffic is atrocious and I would suggest a traffic impact study be done of the area and the Feists charged accordingly.

Violations of Ada County Code 5-13-3:

Prohibited acts: *“from 10pm to 7am it is unlawful for any person or business to make, cause, or allow loud or offensive noise by means of voice, musical instrument, horn, radio, loudspeaker, automobile, machinery, or other sound amplifying equipment, domesticated animals, or any other means which disturbs the peace, quiet and comfort of any reasonable person of normal sensitiveness residing in the area. Loud or offensive noise is that which is plainly audible within any residence or business other than the source of the sound or upon a public right of way or street at a distance of 100 feet or more from the source of said sound.”* This is an ongoing violation on weekends as Linder Farms does not start doing their loudspeaker ‘last call’ for rides until after 10pm, and clean-up efforts including loud engines, car alarms and air horns run until 11:00pm, typically.

As taxpayers and county residents we would ask that the Feists comply with the Special Use Permit as issued, or be fined and shut down. We have voiced our complaints to the Feists last year and yet the noise and floodlighting continues, and obviously the violations of the special use permit are continuing and growing.

Randy and Sherrie: we respect the fact you are entrepreneurs, however your location choice is poor for such a large operation, which is obviously still growing. Put yourself in my shoes: I paid quite a bit of money to live in the country to enjoy the lifestyle, have livestock and ride horses. Yet I am miserable for a good two months a year due to *your* business and the headaches it brings. No one would buy my property knowing what it is like next door to you. Perhaps Linder Farms is more appropriately located next to the freeway, or a similar location such as the Farmstead has done.

Cherie and John Tucker

6991 S. Linder Rd,

Meridian, ID 83642

208-921-0508

4G

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/25/08 02:54 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Kuna City

AMOUNT .00 12



For Recording Purposes Do
Not Write Above This Line

4-25-08 DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Randall and Sherrie Feist whose address is 7165 S Linder Rd., Meridian ID, the owner of the real property described herein and applicant(s) for 7165 s Linder Road, Meridian ID hereafter referred to as "Developer".

WHEREAS, the developer has applied to the City for a annex and a zone change from RR to A (Agricultural) of the property described as attached hereto and incorporated by reference herein on Exhibit A ("Property"). The Property is currently zoned RR Ada County.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City of Kuna and The Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to A (Agricultural). The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of the Development Agreement.

**ARTICLE III
CONDITIONS ON DEVELOPMENT**

- 3.1: The use(s) allowed and restricted pursuant to this conditional annexation and rezone as reflected in this Agreement are as follows:
 - 3.1.1: The Order of Decision for the annexation and land use zone classification, including all conditions of approval, is hereby made a part of the development agreement. In the event there is competing conditional language, the stricter condition shall apply unless specifically stated otherwise in this development agreement.

Approved Uses For Linder Farms

3.1.2 Agricultural /Agritainment Uses

3.1.2.1: The following agritainment activities are permitted September 1 through November 15 of each year:

- Straw Bale Maze
- Corn Maze
- Hayrides
- Inflatable's (Astro Jumps, Slides)
- Barrel Train Rides
- Pumpkin Slingshot
- Petting Zoo
- Food Concessions
- These activities will be placed on the property in such a manner as not to interfere with street traffic.
- The land use activities will be supported by adequate parking areas.
- The uses will be placed and arranged as to not interfere with the adjoining neighbor's privacy and use of their land.
- Signage indicating activities is subject to City approval.
- The driveway entrance shall be adequately marked and lighted after dusk to assist entry and exit.

3.2.1. A. Food Concessions

- Food Concessions area where food is prepared and sold on site will be inspected and certified by Central District Health on an annual basis or as needed.
- Any employee preparing food for the concessions will be required to have a food handler's license from Central District Health.
- Food products offered for sale will be limited to popcorn, soda, nachos, suckers, hot chocolate, coffee, hot apple cider, mini doughnuts, burgers, fries, hot dogs, cotton candy, pizza slices, BBQ sandwiches, ice cream cones, caramel and fresh apples, corn on the cob and fresh apple cider.
- Additional food items may be requested at any time.
- Hours of operation: _____

3.1.2.2 Farmers Market

- Hours to be open _____
- Apply appropriate food handling methods to ensure against food contamination and /or produce exposure to insects, rodents and other animals.
- Store empty crates, buckets, and/or baskets in clean and sanitary manner.
- Ensure that garbage/produce waste is properly disposed.
- Keep all food stuff/produce off of the ground.
- Assure perishable foods are properly refrigerated.
- Provide customers adequate sanitary waste facilities.
- Sounds emanating from the farmers market/ agritainment shall be inaudible at the property boundary.

3.1.3: Building Permits:

3.1.3.1: Acquire all necessary building permits, complying with all building code requirements and inspection processes.

3.1.4: Comprehensive Plan:

3.1.4.1: All development activity shall be initiated consistent with the provisions City of Kuna's Comprehensive Plan.

3.1.5: Construction Etiquette:

3.1.5.1: In the event the applicant shall engage in permitted operation expansions the applicant shall post and maintain a "rules and regulation sign" at the entryways to the site during construction. The signs would be intended for the subcontractors performing the work and should include: 1) no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction site onto the public street; 7) installation of temporary construction fence that would keep debris from blowing off site; 8) no burning of construction or other debris on the property.

3.1.6: Design Review:

3.1.6.1: Developer agrees to submit a Design Review application for any proposed commercial buildings, landscape, parking and signage use; multi-family dwellings; or subdivision entry/exit location, common area, and signage use along with the associated land use permitting.

3.1.7: Engineering Calculations / Drawings / Plans / Reports:

3.1.7.1: The application shall obtain a letter from the City Engineer recommending engineering approval of construction drawings, drainage and stormwater plans, final plat and lighting plans where applicable.

3.1.7.2: The applicant shall provide the City engineer with fire flow, water distribution and wastewater calculations and acquire all necessary permits and pay all associated fees where applicable.

3.1.8: Fencing:

3.1.8.1: Any fencing that is installed on the site shall be constructed and placed according to the City's Zoning Standards; no wood fencing is permitted.

3.1.9: Federal, State, Local and Special purpose standards:

3.1.9.1: The applicant shall comply with all applicable federal, state, local and special purpose standards as they apply to the agricultural operation and accessory uses.

3.1.10: Fire:

3.1.10.1: Fire Hydrants and Water Mains: Adequate fire protection shall be required in accordance with the appropriate fire district standards.

3.1.10.2: The Kuna Fire District must approve all fire flow requirements and/or building plans.

3.1.11: Irrigation:

3.1.11.1: The applicant is to comply with Section §31-3805 of the Idaho Code pertaining to irrigation water. Irrigation / drainage waters shall not be impeded by site construction. Compliance with the specific requirements of the Boise Project Board of Control is required.

3.1.11.2: The applicant shall provide the City Engineer an irrigation plan for his review and approval. The applicant shall acquire all of the permits and inspections necessary to connect the irrigation system to the City water utility. The irrigation system shall be constructed to City standards. The applicant shall pay for any offsite improvements necessary to connect into the City's water utility.

3.1.12: Land Use Requirements:

3.1.12.1: Comply with Kuna City's land use requirements unless otherwise modified by this agreement.

3.1.12.2: No other uses, other than those identified as existing or requested shall be introduced to the operation without public review.

3.1.12.3: The applicant shall meet all requirements set forth in the City of Kuna Zoning Ordinance.

3.1.12.4: Owner hereby voluntarily, knowing and intentionally waives the rights and privileges set out in Idaho Code §67-6511(d) that might prohibit the City from rezoning the property over the Owner's objection within four (4) years after granting the zone designation(s) sought in this current application.

3.1.13: Landscape:

3.1.13.1: Further site improvements shall be subject to the City's landscape ordinance as well as the City's design review process (which may differ from the City's landscape ordinance). The landscape plan shall be accompanied by and irrigation plan as all landscape needs to be supported by a water source.

3.1.14: Maps:

3.1.14.1: The applicant shall provide map(s) showing the location of all existing sewer, water mains, culverts, drain pipes, gas and electric conduits or telephone lines that service or proposed services to the property. The applicant shall also provide a map(s) showing all easements by use such as, but not limited to, roads, driveways, buried or overhead utilities, and drainage.

3.1.15: Outdoor Lighting:

3.1.15.1: All outdoor lighting shall be installed to the City's standards and be designed so it does not shine on the adjoining properties.

3.1.16: Parking and Driveway:

3.1.16.1: All parking shall be installed to City standards.

3.1.16.2: The applicant shall submit a parking plan in accordance with the site plan. The parking plan will reflect the placement of the required parking spaces. Under no circumstances shall the development's parking demands be satisfied off the site to include use of City streets for parking purpose. The parking plan is subject to engineering approval.

3.1.16.2.1 The applicant shall have the farmer's market driveway entrances lighted. The applicant shall adhere to the dark skies concept and to City's standards for lighting.

3.1.16.2.2 The parking lot and ingress/ egress shall be graveled and the parking stalls demarked.

3.1.16.2.3 Dirt or debris from the parking lot shall not be tracked onto City streets. If debris is tracked on the roadway the applicant will be responsible for its safe removal

3.1.16.2.4 The driveway entrance shall be approve and be a minimum of 40 feet wide.

3.1.17: Permits and Applicable Fees:

3.1.17.1: The applicant shall acquire all permits and pay all applicable fees.

3.1.18: Plat Map / Deed / Title Report

3.1.18.1: The applicant shall provide the City a recorded plat map and deed for the property. The applicant shall furnish a title report issued by the title insurance company verifying ownership of real property that is to be dedicated to the public.

3.1.19: Roads / Ada County Highway District (ACHD) / Idaho Transportation Department (ITD):

3.1.19.1: Comply with ACHD and ITD and with Kuna City Code road improvements requirements.

3.1.19.2: Should any agency requirements conflict, the more stringent standards shall apply.

3.1.20: Sanitary Sewer:

3.1.20.1: The applicant shall connect to the City's sanitary sewer system at time of development or redevelopment. The applicant shall provide a sanitary sewer

design to the City engineer for review and corrections. The applicant shall acquire all of the permits and inspections necessary to connect into the City's sewer utility. The sewer system shall be constructed to City utility district standards. The applicant shall pay for any offsite improvements necessary to connect into the City's sewer utility.

3.1.21.2: The applicant will need to provide portable toilet facilities during the time period September through November as that being the time of active agritainment.

3.1.22: Signage:

3.1.22.1: Any signage placed at the site is subject to the City's design review process. No signs shall be placed on fences, buildings or other structures for advertising or promotion purpose unless approved through the City's design review process and in compliance with any signage requirements in place at the time the applicant seeks a signage permit.

3.1.22.2: All site signage and/or monument placement is subject to design review to include building identification signage. If site signage or monuments are lighted they must be designed according to the City's outdoor lighting standards.

3.1.23: Sidewalks and Pathways:

3.1.23.1: Upon further development of property the applicant is subject to Kuna City Code, ACHD, and ITD improvements required and possible roadway dedications.

3.1.24: Stormwater / Drainage:

3.1.24.1: Stormwater impacts associated with property expansion shall be mitigated in accordance with the City's stormwater management policy. The engineer of record is to provide calculations, which indicated that the assumptions in their stormwater drainage plan comply with the requirements of the City's stormwater policy. Any off-site discharge will require written approval from the City and other Agencies responsible for receiving the fugitive stormwater.

3.1.24.2: At time of further development the applicant shall provide the City Engineer stormwater management plans and a drainage report showing how drainage flows from impervious surfaces will be addresses through surface and subsurface stormwater detention/retention features and retained on-site. Upstream and downstream drainage investigation is recommended to determine the extent of contributing and affected drainage areas and appropriate temporary and permanent drainage structure improvement. The drainage plan shall conform to the City's Drainage Management Guidelines. Stormwater detention/retention facilities will be designed to cover a 100-year storm event, the drainage report shall include an erosion control plan.

3.1.24.3: The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department (CDHD), the plan should

be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".

3.1.24.4: Storm Drainage and/or Street Runoff must be retained on-site.

3.1.24.5: Surface drainage shall be designed so that it minimizes "ponding" issues to lessen mosquito breeding problem.

3.1.25: Trees:

3.1.25.1: Applicant is not to remove any mature trees from the site (if any exist) unless that action is approved by City staff and is in accordance with City Code.

3.1.25.2: The applicant shall provide a tree replacing strategy to compensate for tree removal that provides no net tree loss. The applicant is encouraged to retain trees with a six inch (6") or greater caliper. The applicant's tree removal and replanting strategy is subject to the City's arborist's and tree committee's review and approval. The applicant will need to show tree plantings and method of their planting on the landscape plan. The applicant will need to provide for a variety of trees that are compatible to the area.

3.1.26: Underground Utilities:

3.1.26.1: Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services.

3.1.26.2: All public utilities shall be placed underground if possible. A utility easement of sufficient width as determined by the City Engineer shall be placed around the exterior subdivision boundary for utility and drainage easement purpose.

3.1.27: Underground Storage Tanks, Utilities, Wells or Septic Systems:

3.1.27.1: If underground storage tanks, underground utilities, wells or septic systems are discovered during construction, they shall be removed or abandoned in accordance with federal, state, and local agency requirements.

3.1.28: Water:

3.1.28.1: At time of development, the applicant shall connect to the City's Water system. The applicant shall provide its potable water design to the City Engineer for review and corrections. The applicant shall acquire all of the permits and inspections necessary to connect into the City's water utility. The water lines, meter locations and waterline valves will need to be reviewed by the City's public works staff and shall be constructed to City standards. Water lines are to be looped though the property. The applicant shall pay for any off-site improvements necessary to connect into the City's water utility.

3.1.29.2: Water Rights:

3.1.29.2.1: Water rights appurtenant to a tract of land, subject to annexation, shall remain with the land or be dedicated to the City. The water rights

associated with annexation process may not be sold, abandoned, or transferred off the land (except to the City).

3.1.30: Weeds:

3.1.30.1: Developer agrees to be responsible for the control and removal of noxious weeds.

3.1.31: Zoning:

3.1.31.1: Developer shall meet all of the underlying requirements of the A (Agricultural) district with respect to the future planned improvements to include maximum building height of forty- five feet (45') for "A" and the zoning setback requirements, unless these requirements are modified and the changes agreed to through this agreement.

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 **Conditions, bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the rezone approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and twenty five percent (125%) of the estimated cost of completion as determined by the City Engineer.

ARTICLE IV AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

ARTICLE V DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City Council determines that this Agreement shall be terminated, the zoning of the

property shall revert to A (Agricultural) Zoning. All uses of property, which are not consistent with A Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any land use consistent with A Zoning.

- 5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to A (Agricultural) zoning as provided in Idaho Code.

ARTICLE VI UNENFORCEABLE PROVISIONS

- 6.1 If any term, Provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable; the remainder of this instrument shall remain in full force and effect.

ARTICLE VII ASSIGNMENT AND TRANSFER

- 7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE VIII GENERAL MATTERS

- 8.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.
- 8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

- 8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.
- 8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Kuna: City Clerk
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Developer: Randall and Sherrie Fiest
7165 S Linder Road
Meridian ID 83642

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

DEVELOPER:

BY: J. Scott Dowdy
J. Scott Dowdy, Mayor

BY: Randall B. Feist

ATTEST:

BY: Lynda Burgess
Lynda Burgess, City Clerk

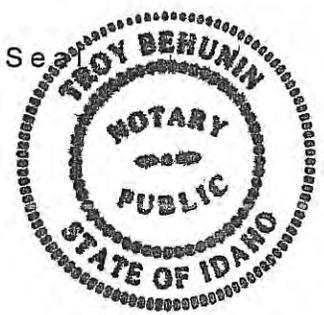


CITY NOTARY:

State of Idaho)
County of ADA)

Subscribed and sworn to (or affirmed) before me this 20th day of NOVEMBER 2008

And who personally appeared before me
RANDALL DEAN FEIST



Notary Public Troy Behunin

My Commission Expires on NOV. 7, 2014

DEVELOPER NOTARY:

State of Idaho)

County of Ada)

Subscribed and sworn to (or affirmed) before me this 21st day of November 2008

And who personally appeared before me

J. Scott Dandy

Seal



Notary Public Shannon Maez

My Commission Expires on 8/13/2014





**City of Kuna
PUBLIC HEARING NOTICE**

**PROPOSED RESOLUTION # R56-2014 SOLID WASTE COLLECTION
SERVICE FEE INCREASE**

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Kuna will hold a public hearing to gather public testimony concerning a proposed increase in the Solid Waste Collection Service Fees charged by J&M Sanitation pursuant to City of Kuna Ordinance No. 679 establishing a system for the collection, hauling and removal of solid waste within the City and establishing fees on the collection thereof. This resolution provides for the following increases:

J&M Sanitation, Inc. -- City of Kuna, Idaho Trash Rates - Current and Proposed Rate Increase

RESIDENTIAL

	Current Rate/Month	Proposed Rate/Month
Residential personal can(s). All customers in this category will move to the "Regular 1 – 95 gal trash cart" rate. Trash carts will be supplied	\$16.50	\$20.00
Regular 1 - 95 gal trash cart	\$18.50	\$20.00
Regular 2 - 95 gal trash carts	\$20.50	\$22.15
Regular 3 - 95 gal trash carts	\$22.50	\$24.30
Regular 4 - 95 gal trash carts	\$24.50	\$26.50
Regular 5 - 95 gal trash carts	New	\$28.60
Regular 6 - 95 gal trash carts	New	\$30.80
Senior Citizen personal can(s). All customers in this category will move to the "Senior Citizen 1 – 95 gal trash cart" rate. Trash carts will be supplied	\$12.10	\$15.20
Senior Citizen 1 - 95 gal trash cart	\$14.10	\$15.20
Senior Citizen 2 - 95 gal trash carts	\$16.10	\$17.40
Senior Citizen 3 - 95 gal trash carts	\$18.10	\$19.50
Carry Out/Drive-In 1 - 95 gal trash cart	New	\$26.00
Carry out/drive-in 2 - 95 gal trash cart	New	\$28.20
Carry out/drive-in 3 - 95 gal trash cart	New	\$30.35

COMMERCIAL

	Current Rate/Month	Proposed Rate/Month
Commercial personal can(s). All customers in this category will move to the "Commercial 1 – 95 gal trash cart" rate. Trash carts will be supplied	\$22.00	\$25.90
Commercial 1 - 95 gal trash cart	\$24.00	\$25.90
Commercial 2 - 95 gal trash carts	\$26.00	\$28.10
Commercial 3 - 95 gal trash carts	\$28.00	\$30.20
Commercial 4 - 95 gal trash carts	\$30.00	\$32.40

PUBLIC HEARING NOTICE – Solid Waste Collection Fees

Publish: October 8 and 15, 2014

Dumpster (permanent) 1x/week			
	3 Yard	\$93.00	\$100.00
	6 Yard	\$145.00	\$156.60
	8 Yard	\$200.00	\$216.00
Dumpster(permanent) 2x/week			
	3 Yard	\$145.00	\$156.60
	6 Yard	\$290.00	\$313.00
	8 Yard	\$345.00	\$372.60
Dumpster (permanent) 3x/week			
	3 Yard	\$200.00	\$216.00
	6 Yard	\$400.00	\$432.00
	8 Yard	\$455.00	\$491.00
Dumpster (temporary)			
	Delivery Fee	\$39.00	\$39.00
	Monthly Rental	\$22.45	\$24.25
	Pickup Fee	\$39.00	\$42.00
Compactor 1x/week			
	4 Yard	\$385.00	\$416.00
	6 Yard	\$550.00	\$594.00
Compactor 2x/week			
	4 Yard	\$766.00	\$827.28
	6 Yard	\$1,095.00	\$1,182.60
Other Commercial			
	Commercial 2 – 95 gal trash carts 2x/week	\$52.00	\$56.20
	KSD school dumpster: > 5 dumpsters	\$5,911.67	\$6,384.61
	Commercial 3 yard every other week	\$74.00	\$80.00

MISCELLANEOUS

	Current Rate/Month	Proposed Rate/Month
Excess pick up (general household)	Varies by amount	Varies by amount
Temporary dumpster delivery	\$39.00	\$39.00
Temporary dumpster rent	\$22.45	\$24.25
Temporary dumpster pick up	\$39.00	\$42.00
Large freon (annual clean-up event only)	\$10.00	\$10.00
Large non- Freon (large item or refrigerator w/no freon)	New	\$11.00
Lid lock installation (one-time fee)	\$50.00	\$50.00

The proposed resolution can be obtained at City Hall or by calling 922-5546.

PUBLIC HEARING NOTICE – Solid Waste Collection Fees

Publish: October 8 and 15, 2014

The public hearing will be held **Tuesday, October 21, 2014 at 7:00 p.m.**, or as soon as can be heard, in the Council Chamber, Kuna City Hall, 763 W. Avalon, Kuna, ID.

The public is invited to submit written or oral comments. Any written testimony must be submitted to the Kuna City Office by October 16, 2014 to be included in the Council packets for review. Comments may be dropped off at City Hall, mailed to P.O. Box 13, Kuna, Idaho 83634 or presented at the hearing.

Brenda S. Bingham
City Clerk

RESOLUTION NO. R56-2014

**CITY OF KUNA, IDAHO
SOLID WASTE COLLECTION FEE SCHEDULE**

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE SOLID WASTE FEE SCHEDULE FOR J&M SANITATION; AND PROVIDING AN EFFECTIVE DATE OF NOVEMBER 1, 2014.

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

Section 1. The Solid Waste Fee Schedule, as attached hereto as EXHIBIT A and incorporated herein by reference, is hereby adopted and approved by the City of Kuna, Idaho, after due notice and public hearing.

Section 2. The Solid Waste Fee Schedule is effective on November 1, 2014.

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

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
J&M Sanitation Fee Schedule

RESIDENTIAL

	Proposed Rate/Month
Residential personal can(s) will no longer be allowed. All customers in this category will move to the "Regular 1 – 95 gal trash cart" rate. Trash carts will be supplied	\$20.00
Regular 1 - 95 gal trash cart	\$20.00
Regular 2 - 95 gal trash carts	\$22.15
Regular 3 - 95 gal trash carts	\$24.30
Regular 4 - 95 gal trash carts	\$26.50
Regular 5 - 95 gal trash carts	\$28.60
Regular 6 - 95 gal trash carts	\$30.80
Senior Citizen personal can(s) will no longer be allowed. All customers in this category will move to the "Senior Citizen 1 – 95 gal trash cart" rate. Trash carts will be supplied	\$15.20
Senior Citizen 1 - 95 gal trash cart	\$15.20
Senior Citizen 2 - 95 gal trash carts	\$17.40
Senior Citizen 3 - 95 gal trash carts	\$19.50
Carry Out/Drive-In 1 - 95 gal trash cart	\$26.00
Carry out/drive-in 2 - 95 gal trash cart	\$28.20
Carry out/drive-in 3 - 95 gal trash cart	\$30.35

COMMERCIAL

	Proposed Rate/Month
Commercial personal can(s) will no longer be allowed. All customers in this category will move to the "Commercial 1 – 95 gal trash cart" rate. Trash carts will be supplied	\$25.90
Commercial 1 - 95 gal trash cart	\$25.90
Commercial 2 - 95 gal trash carts	\$28.10
Commercial 3 - 95 gal trash carts	\$30.20
Commercial 4 - 95 gal trash carts	\$32.40
Dumpster (permanent) 1x/week	
3 Yard	\$100.00
6 Yard	\$156.60
8 Yard	\$216.00
Dumpster(permanent) 2x/week	
3 Yard	\$156.60
6 Yard	\$313.00
8 Yard	\$372.60
Dumpster (permanent) 3x/week	
3 Yard	\$216.00

	6 Yard	\$432.00
	8 Yard	\$491.00
Dumpster (temporary)		
	Delivery Fee	\$39.00
	Monthly Rental	\$24.25
	Pickup Fee	\$42.00
Compactor 1x/week		
	4 Yard	\$416.00
	6 Yard	\$594.00
Compactor 2x/week		
	4 Yard	\$827.28
	6 Yard	\$1,182.60
Other Commercial		
	Commercial 2 – 95 gal trash carts 2x/week	\$56.20
	KSD school dumpster: > 5 dumpsters	\$6,384.61
	Commercial 3 yard every other week	\$80.00

MISCELLANEOUS

	Proposed Rate/Month
Excess pick up (general household)	Varies by amount
Temporary dumpster delivery	\$39.00
Temporary dumpster rent	\$24.25
Temporary dumpster pick up	\$42.00
Large Freon (annual clean-up event only)	\$10.00
Large non- Freon (large item or refrigerator w/no Freon)	\$11.00
Lid lock installation (one-time fee)	\$50.00



City of Kuna

Council Staff Report

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

To: City Planning and Zoning/City Council
Applicant: City of Kuna
 Post Office Box 13
 Kuna, Idaho

Table of Contents:

- A. Course Proceedings
- B. Applicant's Request
- C. Staff Analysis
- D. Applicable Standards
- E. Proposed Findings of Fact
- F. Proposed Conclusions of Law
- G. Proposed Action- Planning and Zoning Commission
- H. Proposed Action- Kuna City Council

A. Course of Proceedings:

1. Kuna City Code (KCC), Title 5, Chapter 1A addresses the application procedure for the amending the Kuna City Code, Zoning Regulation. KCC 5-1A-4 provides that notice shall be given at least fifteen (15) days prior to the public hearing. Notice was given by publishing the hearing in the Kuna-Melba News on

B. Applicant's Request:

1. The Applicant requests a change in the language of Kuna City Code to allow for a nine (9) feet wide greenbelt pathway upon the City Council making certain finding that the narrower pathway is not a safety hazard and it is in the best interest of the City to allow the narrower pathway. The current minimum is ten (10) feet wide.

C. Staff Analysis:

1. The Americans with Disabilities Act requires a five (5) feet path for turning a wheelchair around on a pathway. City code currently requires a ten (10) feet wide path. ACHD has agreed to contribute a substantial portion of the costs for the construction of a portion of the Kuna City greenbelt extension. The limitation is the paving machine is nine (9) feet wide. A nine feet (9) wide pathway would not impact the safety of the public. As proposed, no pathway could be constructed at nine (9) feet wide, unless City Council specifically approves it after making findings that it is not a safety hazard and it is in the best interests of the City.

D. Applicable Standards:

1. Kuna City Code, Title 5, Chapter 17;

2. Kuna City Code, Title 6, Chapter 14;
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act; and
4. Americans with Disabilities Act.

E. Proposed Findings of Fact:

1. The modification appears to meet the general objectives of City, State and Federal rules and regulations.
2. Staff is not aware if this request is likely to cause adverse public safety problems.
3. Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
4. The City Council has the authority to approve or deny this application.
5. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

F. Proposed Conclusions of Law:

1. Based on the evidence appears to comply with city, state and Federal Regulations.
2. The public notice requirements have been met, and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

G. Proposed Action- Planning and Zoning Commission:

1. On October 21, 2014, the Kuna City Planning and Zoning will hear the proposed amendment and make a recommendation to the Kuna City Council. It is anticipated that the Kuna City Planning and Zoning will recommend to the Kuna City Council that they approve the proposed amendments to Kuna City Code as provided for in Kuna City Ordinance No. 2014-20.

H. Proposed Action- City of Kuna City Council:

1. It is recommended that the Kuna City Council approve the proposed amendments to the Kuna City Code, by passing Kuna City Ordinance No. 2014-20.

DATED: This ___th day of October 2014.

File name:

Profile Ridge Development Agreement

Site location:

South of Deer Flat Road/ West of Highway 69

Property location:

See EXHIBIT A.

Current property Owners/developers:

CJM LIMITED LIABILITY LIMITED PARTNERSHIP/IDAHO CENTRAL CREDIT UNION/BIG HORN, LLC/IDAHO MUTUAL TRUST BANK

Hearing date:

October 21, 2014

Factual background:

On June 23, 2008, the City of Kuna and the Developer (Red Cliff Development) entered into a development agreement (Development Agreement) (See **EXHIBIT B**) to develop the property consisting of 75.08 acres in four (4) phases (Profile Ridge Project). As part of the Profile Ridge Project, CJM LIMITED LIABILITY LIMITED PARTNERSHIP (CJM) acquired, and developed a portion of the northeast corner consisting of 37.23 acres, where Ridley's/Ace Hardware and seven (7) additional lots that are to be developed (Ridley's Family Project). CJM has recorded the Final Plat. (See **EXHIBIT C**). Idaho Central Credit Union acquired and now owns the center lot bordering Deer Flat Road consisting of 1.29 acres. Big Horn, LLC owns the northeast corner bordering Deer Flat Road and Highway 69 consisting of 2.78 acres. The southern portion of the property consisting of 37.92 acres was acquired and is now owned by Idaho Mutual Trust Bank. (See **EXHIBIT D**).

The Ridley's Family Project has developed the area as depicted in **EXHIBIT E**. The Ridley's Family Project has completed substantially all of the Development Agreement requirements for their developed property; the remaining conditions have been financially guaranteed by a cash deposit with the City. Of note, Ridley's Family Project has processed two (2) pending amendments to the Development Agreement (awaiting signatures and recording). The McDonalds Corporation has filed an application to construct a restaurant on Lot 8, Block 1 (southeast corner) that it will lease from the Ridley Family. The conditions of the Development Agreement relevant to the McDonalds lot have been completed. As part of its due diligence, the McDonalds legal team has reviewed the title for the lot and the Development Agreement creates a cloud on the title, which has caused McDonalds concerns in its development of the lot. The City Attorney has reviewed the Development Agreement and the related files, the Project file, Ridley's application file, and McDonalds application file, and recommends that the Development Agreement be released from Lot 8, Block 1 regarding the property that McDonalds will lease from CJM.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendation:

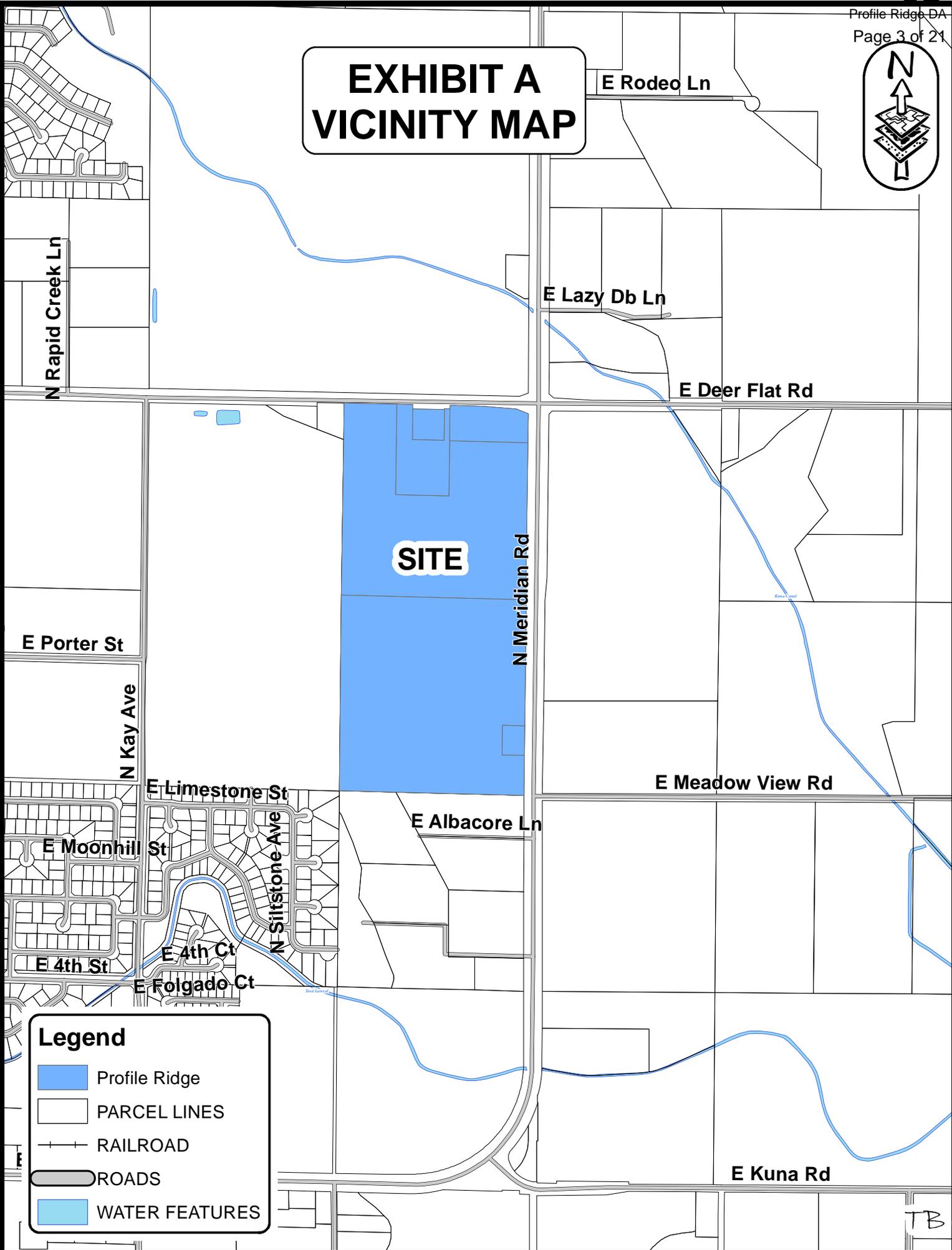
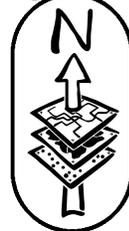
1. Kuna City Code does not expressly provide for the procedure to release a development agreement after the conditions have been satisfied, or if the property or a portion of the property should no longer be subject to the development agreement. However, Kuna City Code does provide for the procedure to modify a development agreement, and implicit in this process would be to use the modification procedure to remove certain conditions and/or release the property from the encumbrance. As the modification procedure follows the more stringent notice and public hearing process, in this case the noticing requirements have been complied with in regard to the modification (removal of conditions) and the release of the development agreement.
2. As stated herein, as the conditions of the Development Agreement related to the Ridley's Family Project have been satisfied or CJM has provided a financial guarantee, it is the recommendation of City staff that the conditions of the Profile Ridge Development Agreement be released from Lot 8, Block 1 of the Ridley's Family Center Subdivision No 1.

Dated this 16th day of October 2014.



Richard T. Roats
City Attorney

EXHIBIT A VICINITY MAP



Legend

- Profile Ridge
- PARCEL LINES
- RAILROAD
- ROADS
- WATER FEATURES

TB

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 15
BOISE IDAHO 06/23/08 11:46 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Kuna City  108073048

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between, the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Red Cliff Development whose address is 2060 South Eagle Road, Meridian, Idaho 83642 the owner of the real properties described herein and applicant(s) for Profile Ridge Subdivision, hereafter referred to as "Developer".

WHEREAS, the developer has applied to the City for a zone change from Agriculture (A) and Rural Urban Transition (RUT) to Light Commercial (C-1) and Residential, medium density (R-6) of the property described as and attached hereto and incorporated by reference herein on Exhibit A ("Property") to develop a Commercial and Residential Subdivision. The Property is currently zoned Agricultural (A - City of Kuna) and Rural Urban Transition (RUT - Ada County). Pursuant to their discussion at the February 19, 2008 meeting the City is requiring a C-1 and R-6 zone. The Developer has also applied for a subdivision plat for the same property. The Preliminary Plat as approved by the City Council is attached hereto as Exhibit B.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City of Kuna and The Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

- 1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

**ARTICLE II
ANNEXATION ORDINANCE**

- 2.1 The City will adopt an ordinance to annex parcel #S1324142204 with a zoning designation of Light Commercial (C-1). The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of the Development Agreement.

**ARTICLE III
ZONING ORDINANCE AMENDMENT**

- 3.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the properties to C-1 and R-6. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of the Development Agreement.

EXHIBIT B

**ARTICLE IV
CONDITIONS ON DEVELOPMENT**

- 4.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:
- 4.1.1 Developer shall develop the Property subject to the conditions and limitations set forth in this Agreement.
 - 4.1.2 Developer agrees to the construction and development of up to 143 Single-family residential lots, approximately 39.04-acres of commercial/retail/office, and/or 22 Multi-family residential lots within Lot 1 Block 15, on the 75.08-acres of the Property located on the southwest corner of Deer Flat Road and Kuna/Meridian (Hwy 69) Road as shown in Exhibit A. Development is to be done in four (4) phases.
 - 4.1.3 Developer agrees to submit a Special Use Permit in the event that multi-family housing is developed on Lot 1, Block 15.
 - 4.1.4 Developer agrees to submit a Design Review application for any proposed commercial buildings, landscape, parking and signage use; multi-family dwellings; or subdivision entry/exit location, round-about, common area, and signage use.
 - 4.1.4.1 Developer agrees to meet in a work session with the City Council regarding Design Review of corner entrance/entry at Deer Flat and Kuna Meridian Road (Hwy 69).
 - 4.1.5 Developer agrees to meet requirements of Kuna City Code 6-3-4 for street right-of-way width specifications.
 - 4.1.5.1 Developer agrees to maintain the integrity of the strip of property between the right-of-way and the property line through an agreement with ACHD and/or ITD.
 - 4.1.6 Developer agrees to meet any requirements directed by Idaho Transportation District (ITD).
 - 4.1.7 Developer agrees to meet any requirements directed by Ada County Highway District (ACHD).
 - 4.1.7.1 Developer agrees to provide signage for stub streets stating that "THIS ROAD WILL BE EXTENDED IN THE FUTURE", this application shall apply to E Hennessey Street, E Rainbow Street and E Landmark Street, which are all stub streets.
 - 4.1.7.2 Developer agrees to provide striping and signage stating "No Parking" to be placed on the east side of N Abstein Avenue.
 - 4.1.8 Developer shall meet all of the underlying requirements of the C-1 and R-6 zoning districts with respect to the planned improvements to include maximum building heights of 35 feet and setback requirements unless these requirements are modified and the changes agreed to through this agreement.
 - 4.1.9 Developer agrees to construct residential dwellings on lots ranging in size from 4,500 square feet to 8,619 square feet.
 - 4.1.10 Developer agrees to construct commercial buildings on Lots 3-10, Block 12.
 - 4.1.11 Developer has the option to construct commercial buildings or Multi-family residential dwellings on Lot 1, Block 15.
 - 4.1.12 Developer agrees to construct a fifty-foot (50') landscaped buffer with ten-foot (10') wide sidewalk along the entire length of the project adjacent to Kuna/Meridian Road (Hwy 69) and follow the Highway 69 overlay prescriptions.
 - 4.1.13 Developer agrees to construct a thirty-foot (30') landscaped buffer with eight foot (8') wide sidewalk along Deer Flat Road.
 - 4.1.13.1 Developer agrees to construct a six (6) foot asphalt pedestrian/bicycle striped pathway along the south side of Deer Flat Road from Kay Street to N Chappelle Avenue at time of sewer and water line improvement installation.
 - 4.1.14 Developer agrees to construct a twenty-foot (20') landscaped buffer with five foot (5') wide sidewalk along all collector streets (N Chappelle Avenue and E Meadowview Road)
 - 4.1.15 Developer agrees to construct ten-foot (10') wide paved pathways with five-foot (5') wide sidewalk as shown throughout the development in Exhibit "B".

- 4.1.16 Developer agrees to construct a four-foot (4') solid/ two-foot (2') lattice (total six-foot high) vinyl fence along pedestrian pathways.
- 4.1.17 Developer agrees to construct a six-foot (6') vinyl fence along residential perimeters as shown in Exhibit "B".
- 4.1.18 Developer agrees to construct a six-foot (6') vinyl fence and/ or berm (3:1 ratio) with vinyl fence for a combined height not exceeding ten-feet (10') along the perimeter between the commercial and residential areas for noise reduction, specifically Lots 1 & 2, Block 12.
 - 4.1.18.1 Developer agrees to any additional landscaping requirements on Lots 1 & 2, Block 12 as shown in Exhibit "B" for noise reduction purposes.
 - 4.1.18.2 Developer agrees to work with adjacent property owner to the west if additional fencing or repair of fencing is needed because of site construction activity.
- 4.1.19 Developer agrees to construct the following Common Areas and Park Lands consisting of a minimum of 7.27-acres or more as follows:
 - 4.1.19.1 A 1.91-acre Park to be located on Lot 1, Block 8
 - 4.1.19.2 The 1.91-acre Park shall include playground equipment, picnic area, volleyball and basketball courts, barbeque area and open space for free play.
 - 4.1.19.3 Open space/common lots to be located on Lots 1 & 2, Block 12, consisting of 21,194 square feet and 22,031 square feet respectively.
 - 4.1.19.4 A landscaped right-in only entrance at E Profile Street from Kuna/ Meridian Road (Hwy 69) as shown in Exhibit "B".
 - 4.1.19.5 A landscaped round-about with water features located at E Profile Street and N Abstein Avenue.
 - 4.1.19.6 A bicycle parking rack that can accommodate at least ten (10) bicycles in the park area as shown as Lot 1, Block 8 on Exhibit "B".
- 4.1.20 Elevations of homes are to be submitted with final plat(s) applications.
- 4.1.21 Developer agrees to provide detailed landscaping plans with each phase submittal that conform to the Landscaping requirements. (KCC 5-17)
- 4.1.22 Developer agrees to install street lights at all intersections and near the fire hydrants, with a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant agrees to submit a detailed lighting plan in accordance with KCC 6-4-2-N.
- 4.1.23 Developer agrees to submit a street name plan to the Planning and Zoning Department and the Ada County Street Name Committee for their written approval.
- 4.1.24 Developer agrees to show all utility and/or other easements on the final plat(s).
- 4.1.25 Developer agrees to show building footprint on alley-loaded lots and setbacks on all lots of the final plat(s).
- 4.1.26 Developer agrees to comply with applicable federal, state, local and special purpose district standards as they may apply to this project.
- 4.1.27 Developer agrees to acquire all permits and pay all applicable fees as they pertain to this project.
- 4.1.28 Developer agrees that all future uses shall involve uses, activities, processes, materials, equipment and conditions of operation that will not be detrimental to persons, resulting from excessive production of traffic, noise, smoke, fumes, glare and odors.
- 4.1.29 Developer agrees to be responsible for the control and removal of noxious weeds if present on the property until the development is complete.
- 4.1.30 Developer agrees that all future development of the property shall be constructed in accordance with City of Kuna ordinances in effect at the time of development.
- 4.1.31 Developer agrees to be responsible for all costs associated with the sewer and water service extensions.
 - 4.1.31.1 There is a late-comer fee/reimbursement associated with the project.
- 4.1.32 Developer agrees to install the following public and other improvements in accordance with the conditions and specifications of KCC 6-4-2 and particularly the provisions of 4.1.34.1 – 4.1.34.19.1: *Unless otherwise noted below, the applicant has met the requirement.*
 - 4.1.32.1 Monuments: Monuments shall be set in accordance with section 50-1303, Idaho Code.

- 4.1.32.2 Streets and Alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council and ACHD.
- 4.1.32.3 Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector streets. Vertical curbs and gutters may be required to be constructed on arterial streets according to ACHD and Council discretion. Roller curbs and gutters or other landscaping and drainage as may be established by ACHD and the Council and consistent with subsection G of this section shall be required on minor streets. All construction shall be in accordance with the standards and specifications adopted by ACHD and the Council.
- 4.1.32.4 Bicycle/ Walking Pathways: A bicycle/ walking pathway shall be provided within all subdivisions, as part of the public right-of-way or separate easement, as may be specified in an overall bicycle plan as adopted by the Council.
- 4.1.32.5 Installation of Public Utilities: Underground utilities are required unless determined not to be feasible by the owner of the utility, City Engineer and/ or the City Council.
- 4.1.32.6 Driveways: All driveway openings in curbs shall be as specified by the public works department, ACHD or ITD.
- 4.1.32.7 Storm Drainage: An adequate storm drainage system shall be required in the subdivision. Construction shall follow the specifications and procedures established by the Council.
- 4.1.32.7.1 The City Engineer has listed additional requirements in Exhibit 7 as follows:
- 4.1.32.7.1.1 Runoff from public right-of-way is regulated by ACHD.
- 4.1.32.7.1.2 Any private storm drainage facility proposed as a part of this development must be reviewed and approved by the City Engineer.
- 4.1.32.7.1.3 If offsite storm water disposal is proposed in this development, plan approvals and license agreements from the affected irrigation ditch companies will be required.
- 4.1.32.7.2 Boise Project Board of Control has listed additional requirements in Exhibit 10 as follows:
- 4.1.32.7.1.1 Storm Drainage and/ or Street Runoff must be retained on site.
- 4.1.32.7.2 Central District Health has listed additional requirements as follows:
- 4.1.32.7.2.1 Run-off is not to create a mosquito breeding problem.
- 4.1.32.8 Public Water Supply and Sewer Systems: All public water supply or sewer systems (serving 2 or more separate premises or households) shall be constructed in accordance with any adopted local plans and specifications. All new public water supply or sewer systems shall be an extension of an existing public system. In the event that the proposed public water supply or sewer system is not an extension of an existing public system, City Council may grant approval to an applicant only upon a showing of undue hardship because of characteristics of the site and that the request is not in conflict with the public's interest.
- 4.1.32.9 Section 50-1326, Idaho Code, requires that all water and sewer plans be submitted to the state department of environmental and community services or its authorized agent for approval purpose.
- 4.1.32.9.1 The City Engineer has listed additional requirements in Exhibit 7 as follows:
- 4.1.32.9.1.1 If the applicant is a participant in the local improvement district (LID) funding the new waste water treatment plant (WWTP), the applicant will be eligible to compete on a first come first serve basis for approximately 1500 EDU

connections in the existing lagoon WWTP that have been set aside for LID participants.

- 4.1.32.9.2 Central District Health has listed additional requirements in Exhibit 9 as follows:
- 4.1.32.9.2.1 Central sewage plans must be submitted to and approved by the Idaho Department of Environmental Quality (DEQ).
- 4.1.32.10 Maintenance and Operation of Public Water Supply and Sewer Systems: The subdivider shall provide for a perpetual method of maintenance and operation of the public water supply or sewer system (serving 2 or more separate premises or households) to ensure the continued usefulness of the system.
- 4.1.32.11 Fire Hydrants and Water Mains: Adequate fire protection shall be required in accordance with the appropriate fire district standards.
- 4.1.32.11.1 Applicant shall meet any requirements directed by the Kuna Rural Fire District.
- 4.1.32.12 Street Name Signs: Street name signs shall be installed in the appropriate locations at each street intersection in accordance with the local standards. A street signage fee established by ACHD shall be paid by the subdivider.
- 4.1.32.13 Sidewalks and Pedestrian Walkways: Sidewalks shall be required on both sides of the street, except that where the average width of lots, as measured at the street frontage line or at the building setback line, is over one hundred feet (100'), sidewalks on only one side of the street may be allowed. Minimum width of any sidewalk shall be five feet (5'). Pedestrian walkways which are not adjacent to a public street, when required, shall have easements at least ten feet (10') in width and include a paved walk at least five feet (5') in width. Sidewalks and crosswalks shall be constructed in accordance with the standards and specifications as adopted by the Council. Both sides of an arterial and collector street shall be constructed with a five foot (5') to eight foot (8') detached sidewalk.
- 4.1.32.14 Greenbelt: Greenbelts or landscaping screening may be required for the protection of residential properties from adjacent major arterial streets, waterways, railroad rights of way or other features. Subdivision plats shall show the location of any greenbelt areas.
- 4.1.32.15 Street Lighting: Streetlights shall be required to be installed at intersections, near all fire hydrants, and have a maximum spacing of two hundred fifty feet (250') throughout the interior and exterior of the subdivision. A subdivider shall conform to the requirements of the city and the public utility providing such lighting.
- 4.1.32.15.1 As conditioned, the applicant is required to meet these standards. The preliminary plat stamp dated January 4, 2008 shows street lights meeting the 250-foot maximum requirement.
- 4.1.32.16 Pressurized Irrigation System: In each subdivision the subdivider shall provide an underground conduit to provide pressurized irrigation water to each and every lot within the subdivision. The City Engineer is hereby authorized and directed to establish rules, regulations and standards for pressurized irrigation systems and that all pressurized irrigation systems shall comply with those standards, rules and regulations.
- 4.1.32.16.1 The City Engineer has listed additional requirements in Exhibit 7 as follows:
- 4.1.32.16.1.1 The City requires, with every new subdivision, a documentation map illustrating the surface water irrigation supply as well as drainage ditches that exist in and around the proposed development.
- 4.1.32.16.1.2 The City requires a layout of the existing irrigation ditches within a half-mile radius around the development, both within and outside the subdivision

- showing historic flow routes and existing features.
Piped and open canals should be noted.
- 4.1.32.17 Landscaping: All entrances to and exits from subdivisions shall be landscaped in a manner approved by Kuna City Planning And Zoning Commission and/or urban forestry committee.
- 4.1.32.17.1 Developer agrees that the commercial areas and entrances to the subdivision are subject to the Design Review Standards.
- 4.1.32.18 Right Of Way Fencing: A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and fence, six feet (6') in height (measured from the crest of the road) that is permanent and maintenance free unless otherwise noted in these conditions. Acceptable fencing would include metal, rock, vinyl and the posts must be installed in concrete. No wood fencing is allowed and open fence may be required around parks (for safety reasons). A fence plan must be submitted with the preliminary plat application.
- 4.1.32.18.1 Developer agrees to install a fence of the acceptable materials listed above. Cedar fencing is not allowed.
- 4.1.32.18.2 Developer agrees to install a fence or a berm and fence along Hwy 69 that meets the standards of the Overlay District for Highway 69 (KCC 5-2A) as it pertains to the use of the property.
- 4.1.32.19 Piping of Ditches: All irrigation ditches and laterals, excluding major canals and natural waterways located within the development boundaries, shall be tiled. Major canals and natural waterways located within or adjacent to the development boundaries shall be fenced or tiled. Any improvements involving the distribution system of any irrigation district shall have the prior written approval of that affected district.
- 4.1.32.19.1 Developer agrees to the additional requirements the Boise Project Board of Control has listed in Exhibit 10 of the staff report as follows:
- 4.1.32.19.1.1 Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.
- 4.1.32.19.1.2 If the irrigation system will be incorporated into the City of Kuna's pressure irrigation system. The Irrigation District Board will require confirmation from both the City of Kuna and the Boise-Kuna Irrigation District prior to review and approval of an irrigation plan.
- 4.1.32.19.1.3 This development is subject to Idaho Code 31-3805, and accordingly; Boise Project Board of Control is requesting a copy of the irrigation and drainage plans.
- 4.1.32.20 Developer agrees to plant a minimum of one tree per lot. Each tree shall be a minimum two inch (2") caliper.
- 4.1.32.21 Developer agrees to meet the large scale development requirements in accordance with KCC 6-5-4.
- 4.1.33 Developer agrees that the following list details the tasks (in order) that must be completed before the approval of Profile Ridge Subdivision shall be considered final. (Please note that the applicant has one year from the date of the written decision of the Council to complete these tasks and submit a final plat for the first phase of the development unless a time extension is granted.)
- 4.1.34.1 The applicant and/or owner agree to obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written/ stamped upon a copy of the

- approved plat. All site improvements are prohibited prior to approval of these agencies.
- 4.1.34.1.1 The City Engineer must approve the sewer hook-up.
 - 4.1.34.1.2 The Kuna Fire District must approve all fire flow requirements and/or building plans.
 - 4.1.34.1.3 The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.
 - 4.1.34.1.4 The City Engineer must approve a surface drainage run-off plan. The plan should be designed and constructed in conformance with The Central District Health Department standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".
- 4.1.35 The Developer agrees to meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.
- 4.1.36 The Developer agrees the final plat shall be in substantial conformance with the approved preliminary plat.
- 4.1.37 Prior to approval by the Kuna City Council, the plat(s) shall contain the following certificates and/or endorsements:
- 4.1.37.1.1 signature of the owner(s),
 - 4.1.37.1.2 certificate of the plat surveyor,
 - 4.1.37.1.3 certificate of the County Surveyor,
 - 4.1.37.1.4 endorsement of the Central District Health Department,
 - 4.1.37.1.5 endorsement of the Ada County Highway District (ACHD),
- 4.1.38 The following statements shall appear on the face of the final plat(s):
- 4.1.38.1 This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."
 - 4.1.38.2 Any re-subdivision of this plat shall comply with the applicable regulations in effect at the time of the re-subdivision.
 - 4.1.38.3 Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable subdivision and zoning regulations of the City of Kuna and this approval.
 - 4.1.38.4 Direct lot access to Deer Flat Road, Kuna/ Meridian Road (Hwy 69), E Meadowview Street, and N Chappelle Avenue is prohibited.
 - 4.1.38.5 Direct lot access from residential lots on N Abstien Avenue is prohibited.
- 4.1.39 A ten (10) foot wide property drainage, irrigation and public utility easement is hereby designated along the exterior boundary and a five (5) foot wide drainage, irrigation and public utility easement on the interior boundary of all lots.
- 4.1.40 Access and use of all parking spaces will be provided in accordance with a cross-access agreement to all commercial lots. Maintenance for said parking spaces is as provided for in the covenants, conditions and restrictions provided for this subdivision. All parking areas will have a blanket easement for public utility, irrigation and drainage.
- 4.1.41 No building permits will be issued until a final plat(s) is recorded through the County Recorder's Office and parcel numbers have been issued by the County Assessor's Office.
- 4.1.42 All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
- 4.1.43 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services.
- 4.1.44 All utilities shall be installed underground.

- 4.1.45 Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
- 4.1.46 Compliance with the specific requirements of the Boise Project Board of Control is required.
- 4.1.47 Installation of fire protection facilities as specifically required by the Kuna Fire District is required.
- 4.1.48 Developer agrees to provide easements for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10').
- 4.1.49 All submittals of required compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by your application file numbers.
- 4.1.50 No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
- 4.1.51 Individual lot pressurized irrigation shall be provided. The Kuna City Engineer must approve an irrigation plan prior to submitting the final plat for approval.
- 4.1.52 Lighting within the development shall comply with the Kuna City Code.
- 4.1.53 All surety agreements shall comply with the Kuna City Code.
- 4.1.54 Any additional requirements directed by the City Engineer.
- 4.1.55 Any additional requirements directed by the Public Works Director.
- 4.1.56 Any additional requirements directed by Central District Health.
- 4.1.57 Developer agrees to participate in the cost to install a four-way traffic light (full intersection) at Meadowview Road and Kuna/Meridian Road (Hwy 69) when traffic warrants prompt that consideration.
- 4.1.58 The City Council grants a right-in only for the entry from Kuna/Meridian Road (Hwy 69) into the project at E Profile Street located at the quarter mile.
- 4.2 The Developer agrees to establish a Home Owners Association (HOA), which articles will be reviewed by the City of Kuna for content and terms.
- 4.3 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.
- 4.4 Developer agrees the Profile Ridge Subdivision shall be constructed in substantial conformance, not to exceed 10% (ten-percent) of the development's total land area as noted on plans dated January 4, 2008, as shown on the plan attached hereto and incorporated herein as Exhibit "B". Deviation beyond 10% (ten-percent) will be subject to the City's public hearing process. Failure to construct the development consistent with this Agreement and the plan and conditions included as Exhibit "B" or construction in accordance with this Agreement and the plan and conditions included as exhibits without formal modification of the plan consistent with Kuna City Code, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.
- 4.4 **Conditions, bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and twenty-five percent (125%) of the estimated cost of completion pursuant to Kuna City Code.
- 4.5 **Commencement of Construction:** The Developer shall commence construction within 365 days of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement

**ARTICLE V
AFFIDAVIT OF PROPERTY OWNERS**

- 5.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

**ARTICLE VI
DEFAULT**

- 6.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon finding of non-compliance with the requirements of Kuna City Code. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default and the agreement shall divest. In the event City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to Agricultural (A) Zoning and the land limited to its uses and provisions. All uses of property, which are not consistent with Agricultural (A) Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any land use consistent with Agricultural (A) Zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.
- 6.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to Agricultural (A) zoning as provided in Idaho Code.

**ARTICLE VII
UNENFORCEABLE PROVISIONS**

- 7.1 If any term, Provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable; the remainder of this instrument shall remain in full force and effect.

**ARTICLE VIII
ASSIGNMENT AND TRANSFER**

- 8.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property, except as their participation is required by the HOA. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

**ARTICLE IX
GENERAL MATTERS**

- 9.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.
- 9.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 9.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.
- 9.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below,

Kuna: City Clerk
 City of Kuna
 P.O. Box 13
 Kuna, Idaho 83634

Developer: Red Cliff Development
 2060 S Eagle Road
 Meridian, Idaho 83642

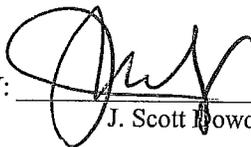
or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

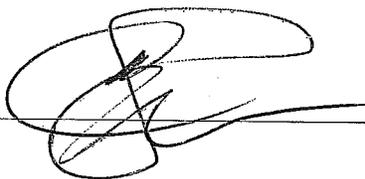
- 9.5 **Effective Date.** This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

CITY:

DEVELOPER: Red Cliff Development
 2060 S Eagle Road
 Meridian, Idaho 83642

BY: 
 J. Scott Bowdy, Mayor

BY: 

ATTEST:

BY: Lynda Burgess
Lynda Burgess, City Clerk



CITY NOTARY:

State of Idaho)

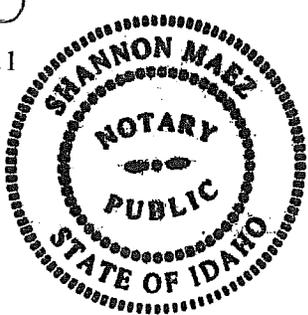
County of Ada)

Subscribed and sworn to (or affirmed) before me this 16th day of June 2008

And who personally appeared before me

J. Scott Dandy

Seal



Notary Public Shannon Maez

My Commission Expires on 8/12/08

DEVELOPER NOTARY:

State of Idaho)

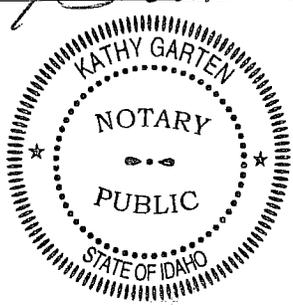
County of Ada)

Subscribed and sworn to (or affirmed) before me this 14 day of May 2008

And who personally appeared before me

Copy Swain

Seal



Notary Public Kathy Garten
MY COMMISSION EXPIRES
September 15, 2012

My Commission Expires on BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT B

**DESCRIPTION FOR
PROPOSED PROFILE RIDGE SUBDIVISION
MARCH 6, 2007**

A PARCEL OF LAND BEING A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, T. 2 N., R. 1 W., B.M.,

THENCE S 00°46'09" W 69.43 FEET ALONG THE EAST LINE OF SAID SECTION 24 TO A POINT;

THENCE N 89°13'51" W 70.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF STATE HIGHWAY 69, THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE S 00°46'09" W 2578.92 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE SOUTH LINE OF THE EAST 1/2 OF THE NE 1/4;

THENCE N 88°27'14" W 1240.40 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID NE 1/4;

THENCE N 00°39'34" E 2642.32 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID NE 1/4;

THENCE S 88°45'40" E 716.50 FEET ALONG THE NORTH LINE OF SAID NE 1/4 TO A POINT;

THENCE S 00°46'09" W 25.00 FEET TO A POINT;

THENCE S 88°45'40" E 213.69 FEET TO A POINT;

THENCE S 85°06'41" E 235.80 FEET TO A POINT;

THENCE S 68°16'04" E 85.67 FEET TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION, COMPRISING 75.08 ACRES, MORE OR LESS.



RECEIVED
MAR 21 2007
CITY OF KUNA

EXHIBIT B



DEER FLAT ROAD



UNPLATTED

75.08 ACRES
INCLUDES 0.41 ACRES
OF DEER FLAT RD. ROW

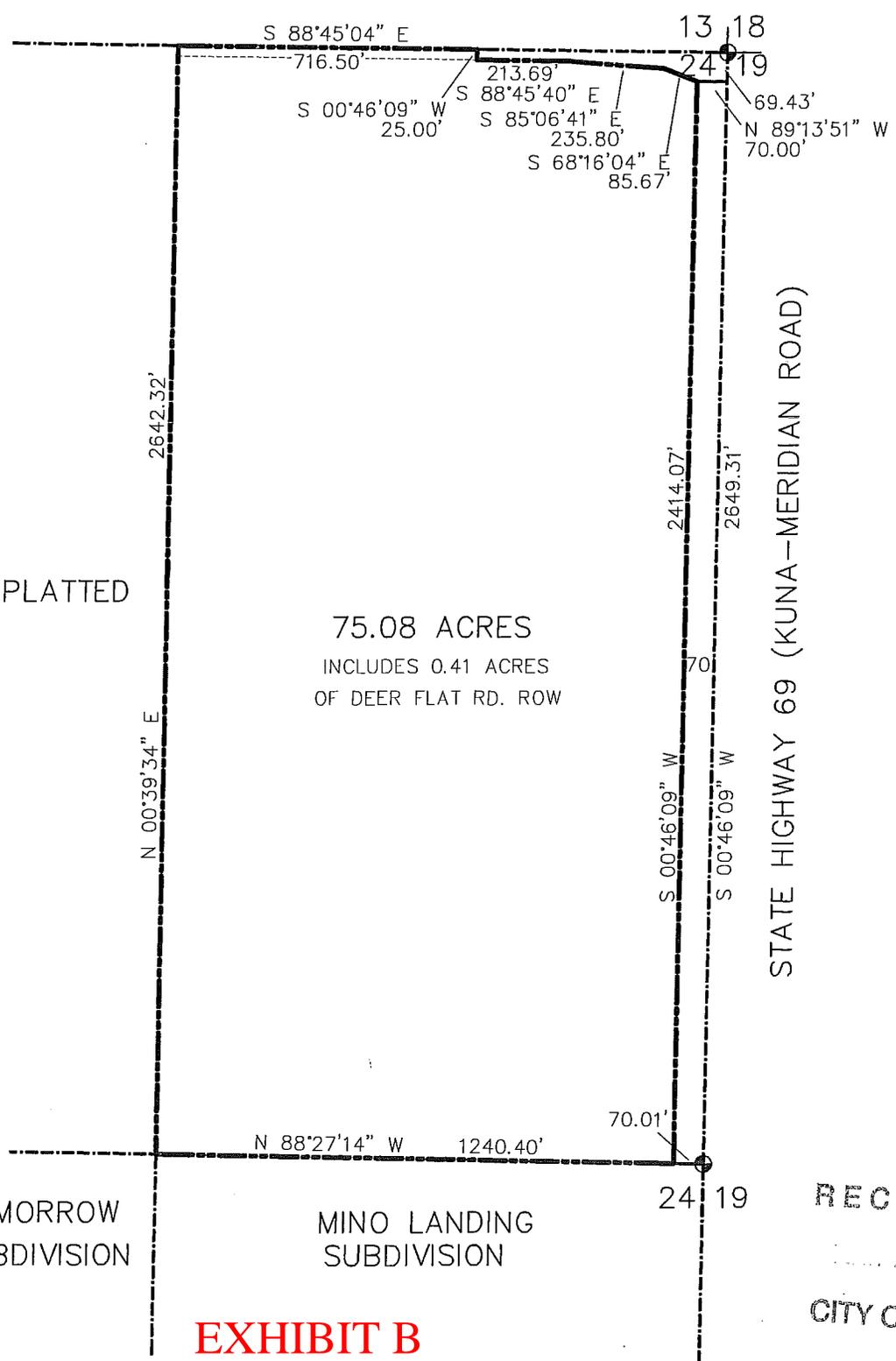
TOMORROW
SUBDIVISION

MINO LANDING
SUBDIVISION

STATE HIGHWAY 69 (KUNA-MERIDIAN ROAD)

EXHIBIT B

RECEIVED
CITY OF KUNA



DD A1-R3 © STANLEY CONSULTANTS

VISIONS

DESCRIPTION FOR
PROPOSED PROFILE RIDGE SUBDIVISION
NE 1/4 SECTION 24, T.2 N., R.1 W., B.M.
ADA COUNTY, IDAHO

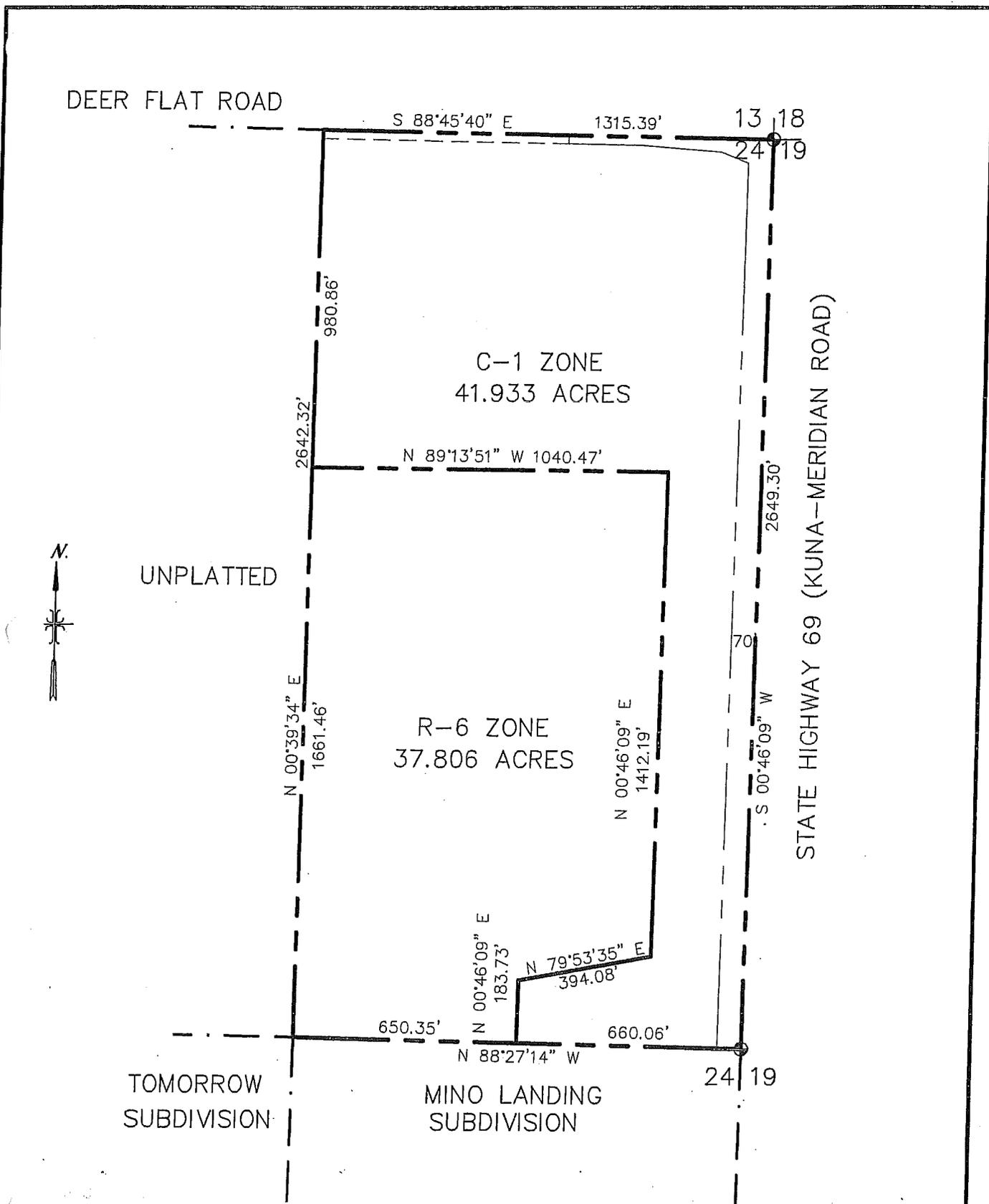


Stanley Consultants inc.
1940 S. BONITO WAY
SUITE 140
MERIDIAN, IDAHO 83642
208-288-0573

DATE: 3/07/07

SCALE: 1"=400'

JOB NO. 10224



REVISIONS
10/19/07

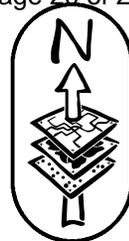
RE-ZONE EXHIBIT FOR
PROPOSED PROFILE RIDGE SUBDIVISION
NE 1/4 SECTION 24, T.2 N., R.1 W., B.M.
ADA COUNTY, IDAHO

EXHIBIT B



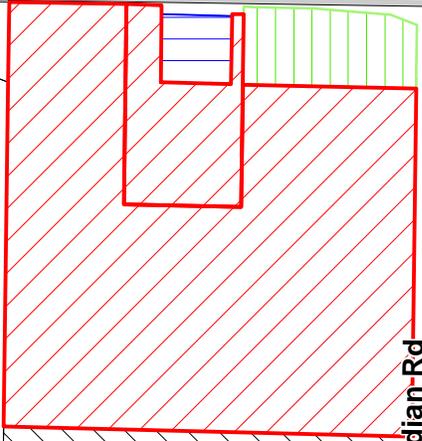
Wiley Consultants INC.
40 S. BONITO WAY
SUITE 140
MERIDIAN, IDAHO 83642
208-288-0573

EXHIBIT D Land Ownership Map



E Lazy Db Ln

E Deer Flat Rd



N Meridian Rd

E Meadow View Rd

N Kay Ave

E Limestone St

E Albacore Ln

N Siltstone Ave

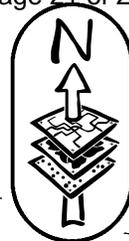
Fossilstone Ct

Legend

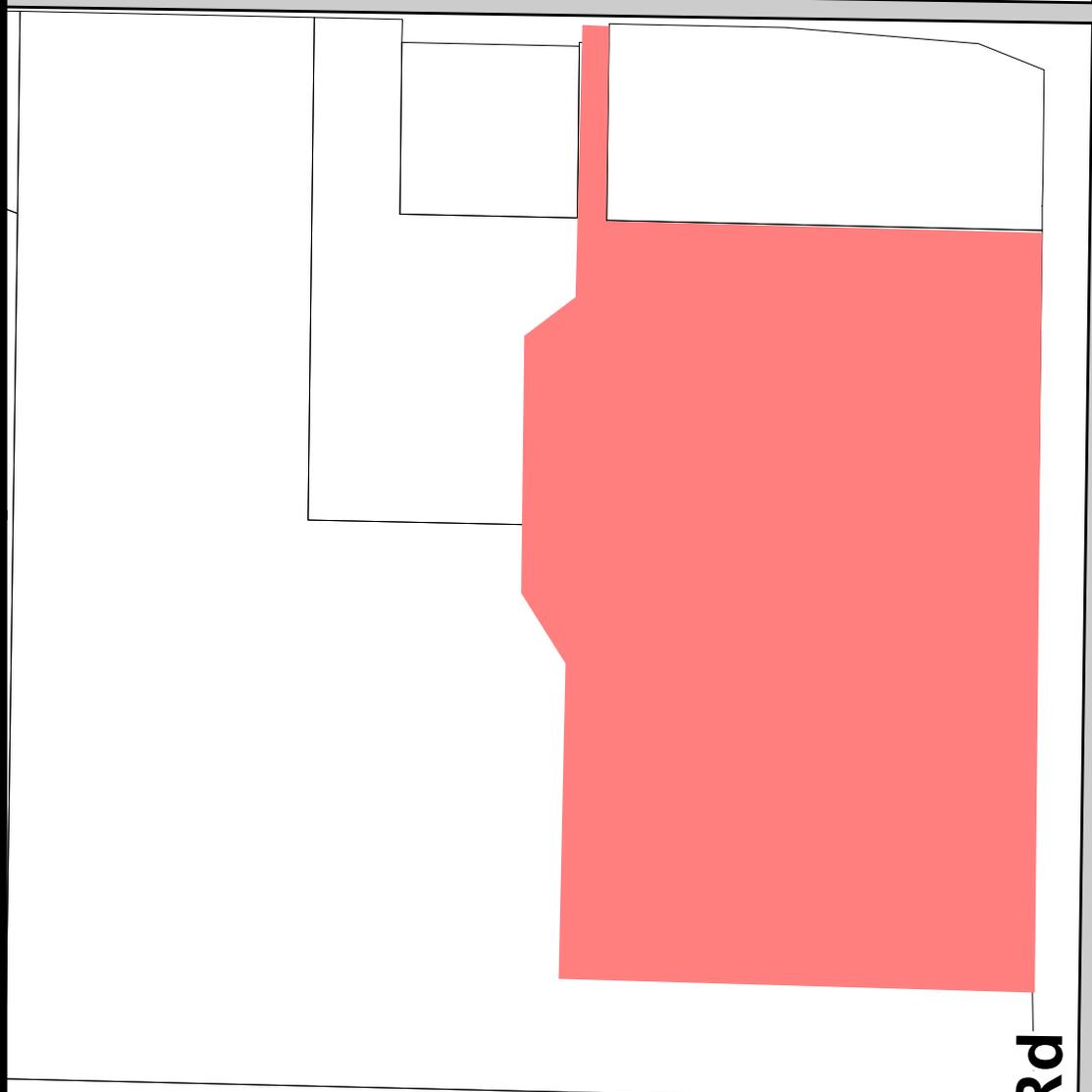
-  Ridley's Properties
-  ICCU
-  Big Horn Properties
-  Id Mutual Trust
-  PARCEL LINES
-  RAILROAD
-  ROADS

TB

EXHIBIT E Ridley's Developed Area



E Deer Flat Rd



N Meridian Rd

Legend

-  PARCEL LINES
-  RAILROAD
-  ROADS

RESOLUTION NO. R64-2014**CITY OF KUNA, IDAHO
RELEASE OF DEVELOPMENT AGREEMENT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM LOT 8, BLOCK 1 OF THE RIDLEY'S FAMILY CENTER SUBDIVISION NO. 1

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

Section 1. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

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

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

For Recording Purposes Do
Not Write Above This Line

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action before the City Council for the City of Kuna, Idaho on October 21, 2014, and after notice and public hearing, the City Council did authorize the release the Development Agreement recorded against the Real Property, located at 1311 N. Meridian Road, Kuna, Idaho, with a legal description of Lot 8, Block 1, Ridley's Family Center Subdivision No. 1, and as depicted in EXHIBIT A, as attached hereto. Said Development Agreement was recorded against the Real Property as Instrument Number 108073048.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL

PLAT SHOWING RIDLEY'S FAMILY CENTER SUBDIVISION NO. 1

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO
FOX LAND SURVEYS, INC., 2014

- LEGEND**
- FOUND BRASS CAP MONUMENT
 - FOUND ALUMINUM CAP MONUMENT
 - FOUND HIGHWAY MONUMENT
 - FOUND 5/8" REBAR W/ NO CAP (UNLESS NOTED OTHERWISE)
 - FOUND 1/2" REBAR W/ NO CAP (UNLESS NOTED OTHERWISE)
 - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "FLS PLS 13534"
 - SET 1/2" REBAR WITH PLASTIC CAP STAMPED "FLS PLS 13534"
 - SET COPPER DISK AND MAGNET STAMPED "FLS PLS 13534"
 - CALCULATION POINT: NOTHING FOUND OR SET
 - CENTER LINE
 - POINT OF CURVATURE
 - CORNER RECORD
 - WEDGE CORNER (DISTANCE ALONG PROPERTY LINE NOTED)
 - BLOCK NUMBER
 - LOT NUMBER

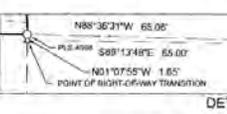
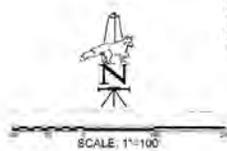
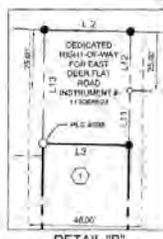
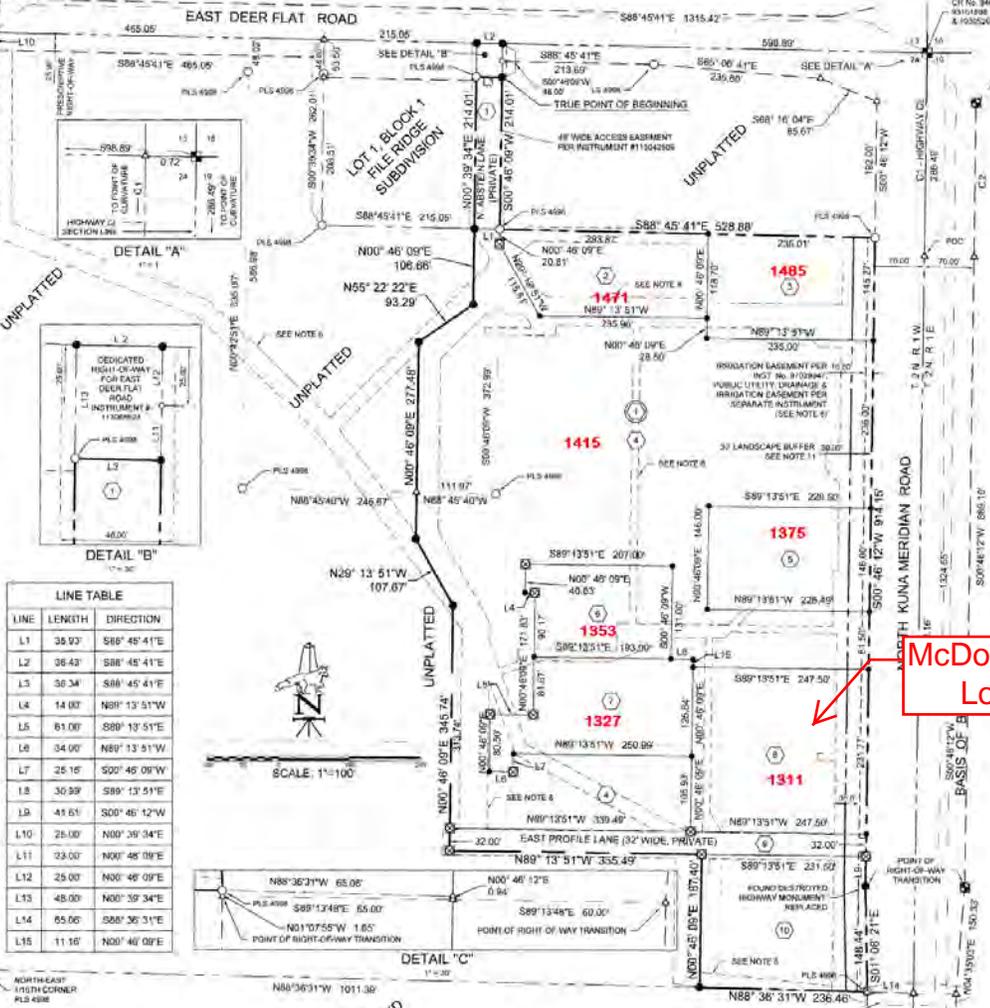
SEE SHEET 2 FOR RECORD DATA

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH BEARING	CH. LENGTH
C1	288.50'	57255.70'	100°17'51"	143.25'	N0°37'30"E	386.50'
C2	216.89'	67565.70'	100°13'00"	108.50'	N0°37'04"E	316.99'

NOTES

1. DEVELOPMENT IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT
2. DIRECT LOT ACCESS TO DEER FLAT AND MERIDIAN ROADS IS PROHIBITED OTHER THAN FROM THE PRIVATE STREETS SHOWN HEREON
3. ANY RESUBDIVISION OF THIS PLAT OR PORTIONS THEREOF SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION
4. LOT OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF ANY IRRIGATION/DRAINAGE PIPE OR DITCH THAT CROSSES THEIR LOT UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT
5. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 (IDHO CODE) (THE RIGHT TO FARM ACT) WHICH STATES IN PART "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDINGS NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A PROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL FACILITY OR EXPANSION THEREOF BENEFIT FROM AND ARE SUBJECT TO CROSS-EASEMENT INSTRUMENT NUMBERS 113042508 & 113134127, OR ANY INSTRUMENT NUMBER RECORDED AS AMENDMENTS THERETO."
6. THIS PUBLIC UTILITY EASEMENT IS RECORDED AS INSTRUMENT NUMBER 112341528 THE NEW EASEMENT OVERLAPS THE EASEMENT ADJACENT TO NORTH KUNA MERIDIAN ROAD CREATED BY INSTRUMENT NUMBER 97029847.
7. LOTS 1 AND 9, BLOCK 1 ARE PRIVATE STREETS. THE OWNERSHIP AND MAINTENANCE OF SAID LOTS AND STREETS IS GOVERNED BY THE AGREEMENT RECORDED AS INSTRUMENT NUMBER 113134127 AND ANY RECORDED AMENDMENTS THERETO.
8. CROSS-CROSS AGREEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, OR PUBLIC UTILITY EASEMENTS MAY NOT BE RESCINDED, VACATED OR AMENDED WITHOUT THE CONSENT OF THE CITY OF KUNA.
9. THE 50' WIDE LANDSCAPE BUFFER SHOWN HEREON IS FOR THE BENEFIT OF THE CITY OF KUNA AND IS TO BE MAINTAINED BY THE OWNERS ASSOCIATION.
10. IN ADDITION TO THE EASEMENTS SHOWN GRAPHICALLY HEREON, THERE IS A TEN (10.00) FOOT WIDE PUBLIC UTILITY DRAINAGE AND IRRIGATION EASEMENT ALONG ALL EXTERIOR BOUNDARY LINES.
11. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NUMBER 105073045, TOGETHER WITH ANY RECORDED AMENDMENTS THERETO.
12. LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED AS INSTRUMENT NUMBER 108071663, TOGETHER WITH ANY RECORDED AMENDMENTS THERETO.

McDonald's - Kuna Lot 8 / Blk 1



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	35.03'	S88°45'41"E
L2	36.43'	S88°45'41"E
L3	30.34'	S88°45'41"E
L4	14.00'	N89°13'51"W
L5	81.00'	S89°13'51"E
L6	34.00'	N89°13'51"W
L7	25.16'	S00°46'12"W
L8	30.39'	S89°13'51"E
L9	43.61'	S00°46'12"W
L10	25.00'	N00°39'34"E
L11	23.00'	N00°48'09"E
L12	25.00'	N00°48'09"E
L13	48.00'	N00°39'34"E
L14	65.06'	S88°36'31"E
L15	11.16'	N00°40'09"E

EXHIBIT A



REPREHENDED BY
FOX LAND SURVEYS, INC.
 1515 200TH SHOSHONE STREET BOISE ID 83705
 208-342-7957 - FAX 208-342-7437
 INDEX# 214-24-1-1-D-00-00

File name:

Falcon Ridge Charter School Development Agreement

Site location:

290 S. Ten Mile Road/ Southeast corner of South Ten Mile Road and West Avalon Street

Property location:

See EXHIBIT A.

Legal Description:

See EXHIBIT B.

Current property Owners/developers:

Falcon Ridge Public Charter School, Inc.

Hearing date:

October 21, 2014

Factual background:

In 2005, the Falcon Ridge Charter School proposed a kindergarten through eighth (8th) grade charter school at the southeast corner of South Ten Mile Road and West Avalon. The 7.53-acre parcel had a C-1 zoning designation that was determined by staff to be insufficient to develop a full-fledged school. Accordingly, the charter school applied for and received the C-2 zone designation along with a special use permit. The terms and conditions of the rezone were memorialized in a Development Agreement that was signed and recorded. A copy of the Development Agreement is attached hereto as **EXHIBIT C**. The Development Agreement contained language clarifying the charter school's performance obligations, to include the school administration agreeing in exchange for the zoning entitlement, to construct a permanent school facility with three (3) years of the Council's action [by 2008].

In 2011, two (2) years beyond the timeframe for the charter school to be constructed, the City moved to declare a default in the development agreement and cause the zoning to revert to its former C-1 zone. On March 1, 2011, the Kuna City Council determined that the Development Agreement (File# 05-01-DA) was in default and the zone shall revert to the C-1 zone as provided in the default provision of the development agreement. On March 15, 2011, the Findings of Fact were approved by the City Council. No action was taken by the City to revert the zoning to C-1, and subsequently the City amended its zoning matrix to allow schools in C-1 and C-2 with a Special Use Permit.

On Thereafter, on May 28, 2013, the City approved the Special Use Permit for the construction of the permanent school. The school has been constructed and it is fully operational.

Relevant the Development Agreement, as provided for by Idaho Code it was recorded against the property. The purpose of this current action is to release the Development Agreement from the property and remove the encumbrance.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendation:

1. Kuna City Code does not expressly provide for the procedure to release a development agreement after the conditions have been satisfied, or if the property or a portion of the property should no longer be subject to the development agreement. However, Kuna City Code does provide for the procedure to modify a development agreement, and implicit in this process would be to use the modification procedure to remove certain conditions and/or release the property from the encumbrance. As the modification procedure follows the more stringent notice and public hearing process, in this case the noticing requirements have been complied with in regard to the modification (removal of conditions) and the release of the development agreement.
2. As stated herein, the Development Agreement was declared by City Council action to be in default, and the zoning was to revert to C-1. Not action was taken to rezone the property. Subsequently, the City changed its zoning matrix and the school is allowed in C-1 and C-2 with a Special Use Permit. The School obtained the Special Use Permit and the school has been constructed and it is fully operational, making the Development Agreement conditions moot.

Dated this 16th day of October 2014.



Richard T. Roats
City Attorney

EXHIBIT A To Release of Development Agreement



W Owyhee St

N Ten Mile Rd

N Cedar St

W Kuna Rd

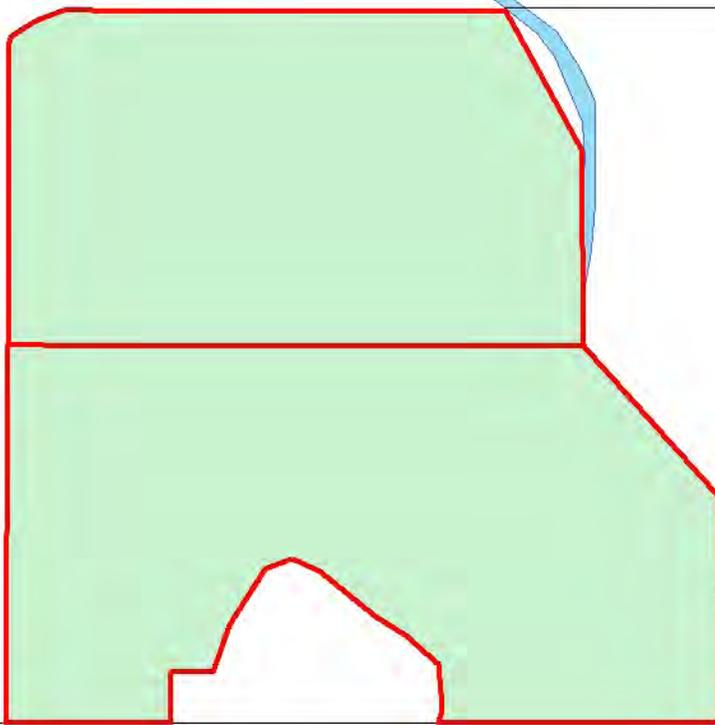
W Avalon St

S Ten Mile Rd

S San Mateo Ave

Legend

-  Falcon Ridge Charter
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES



TB

Exhibit B to Release of Development Agreement

FALCON RIDGE CHARTER SCHOOL PARCEL A DESCRIPTION

A parcel of land being a portion of Lots 11 and 12 of the Kuna Home Tracts, as same is shown on the plat thereof recorded in Book 5 of Plats at Page 247 of Ada County Records, and being located in the Northwest One Quarter of the Northwest One Quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

Commencing at the Northwest Section Corner of said Section 26, (from which point the North One Quarter corner of said Section 26 bears South 89°54'51" East, a distance of 2,626.65 feet);

Thence from said Section Corner, South 89°54'51" East, a distance of 444.90 feet on the northerly Section Line of said Section 26 to the northeast corner of Lot 11 of said Kuna Home Tracts;

Thence South 29°13'27" East, a distance of 55.04 feet on the lot line common to Lots 10 and 11 of said Kuna Home Tracts to a point on the southerly right of way line of West Avalon Street, said point being the POINT OF BEGINNING;

Thence continuing South 29°13'27" East, a distance of 135.14 feet (formerly described as 135 feet), on the lot line common to Lots 10 and 11 of said Kuna Home Tracts;

Thence South 01°13'27" East, a distance of 170.16 feet (formerly described as 170 feet) on the lot line common to said Lots 10 and 11;

Thence North 89°54'51" West, a distance of 495.38 feet to a point on the easterly right of way line of South Ten Mile Road;

Thence North 00°20'27" East, a distance of 258.09 feet on said easterly right of way line, said line being 48.00 feet easterly of and parallel with the westerly section line of said Section 26, to a point of curve;

Thence 6.39 feet on the arc of a curve to the right, said curve having a radius of 30.00 feet, a central angle of 12°12'46" and a chord bearing of North 06°26'50" East and a chord distance of 6.38 feet on said easterly right of way line to a point of compound curve;

Thence 4.70 feet on the arc of a curve to the right, said curve having a radius of 64.50 feet, a central angle of 04°10'29" and a chord bearing of North 49°28'08" East and a chord distance of 4.70 feet to a point of compound curve;

Thence 34.68 feet on the arc of a curve to the right, said curve having a radius of 102.50 feet, a central angle of 19°23'00" and a chord bearing of North 61°14'52" East and a chord distance of 34.51 feet to a point of compound curve;

Thence 12.44 feet on the arc of a curve to the right, said curve having a radius of 282.50 feet, a central angle of 02°31'20" and a chord bearing of North 72°12'02" East and a chord distance of 12.43 feet to a point on the southerly right of way line of West Avalon Street;

Thence South 89°54'51" East a distance of 377.85 feet on said southerly right of way line to the point of beginning. Said parcel contains 3.15 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.



Exhibit B to Release of Development Agreement

FALCON RIDGE CHARTER SCHOOL PARCEL B DESCRIPTION

A parcel of land being a portion of Lots 11 and 12 of the Kuna Home Tracts, as same is shown on the plat thereof recorded in Book 5 of Plats at Page 247 of Ada County Records, and being located in the Northwest One Quarter of the Northwest One Quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

Commencing at the Northwest Section Corner of said Section 26, (from which point the North One Quarter corner of said Section 26 bears South 89°54'51" East, a distance of 2,626.65 feet);

Thence from said Section Corner, South 00°20'27" West, a distance of 660.16 feet (formerly described as 660 feet) on the westerly section line of the Northwest One Quarter of said Section 26 to the Southwest Corner of Lot 12 of said Kuna Home Tracts;

Thence South 89°54'50" East, a distance of 48.00 feet on the southerly lot line of said Lot 12 to point on the easterly right of way line of South Ten Mile Road, said point being the POINT OF BEGINNING;

Thence North 00°20'27" East, a distance of 324.21 feet on said easterly right of way line, said line being 48.00 feet easterly of and parallel with the westerly section line of the Northwest One Quarter of said Section 26;

Thence South 89°54'51" East, a distance of 495.38 feet to a point on the lot line common to Lots 10 and 11 of said Kuna Home Tracts;

Thence South 40°43'29" East, a distance of 180.17 feet (formerly described as 180 feet) on the lot line common to Lots 10 and 11 of said Kuna Home Tracts;

Thence South 00°27'49" West, a distance of 187.85 feet (formerly described as 187.9 feet) on the lot line common to Lots 11 and 17 of said Kuna Home Tracts to the southeast corner of said Lot 11;

Thence North 89°54'50" West, a distance of 241.79 feet on the southerly lot line of said Lot 11;

Thence North 15°11'52" East a distance of 12.02 feet;

Thence North 03°15'49" West a distance of 38.79 feet;

Thence North 49°47'37" West a distance of 38.25 feet;

Thence North 57°39'01" West a distance of 30.23 feet;

Thence North 50°25'31" West a distance of 61.36 feet;

Thence North 67°14'31" West a distance of 26.09 feet;

Thence South 70°50'13" West a distance of 24.31 feet;

Thence South 32°33'49" West a distance of 58.09 feet;

Thence South 19°20'48" West a distance of 42.33 feet;

Thence North 89°54'50" West a distance of 36.03 feet;

Thence South 00°05'10" West a distance of 43.21 feet to a point on the southerly lot line of Lot 12 of said Kuna Home Tracts;

Thence North 89°54'50" West a distance of 142.04 feet on the southerly lot line of said Lot 12 to the point of beginning. Said parcel contains 3.89 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.



re-record of exhibits

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 7
BOISE IDAHO 10/31/05 02:43 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF [REDACTED]
Kuna City 105164102

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 8
BOISE IDAHO 05/11/06 01:43 PM
DEPUTY Patti Thompson
RECORDED - REQUEST OF [REDACTED]
City of Kuna 106073876

re-record

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and applicant **Falcon Ridge Charter School**, whose address is P.O. Box 326, Kuna, Idaho, 83634, hereafter referred to as "Developer."

WHEREAS, the Developer has applied to the City for a rezone to C-2 of the property described as attached hereto and incorporated by reference herein on Exhibit "A" ("Property") to develop a charter school. The Property is currently zoned C-1 by the City.

WHEREAS, the City, pursuant to 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREFORE, the City of Kuna and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

RECEIVED
JAN 06 2005
KUNA P & Z
AB

Exhibit C to Release of Development Agreement

05-01-DA

ARTICLE I LEGAL AUTHORITY

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

ARTICLE II ZONING ORDINANCE AMENDMENT

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to C-2. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1.1 Developer agrees that only school-related uses will be permitted on the property.

3.1.2 Developer agrees it will begin construction on a permanent school facility within three years of the date of this Agreement.

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 In the event the property is subdivided, Developer shall file a plat with the City and all improvements as set forth in the Kuna City Code, shall be completed in accordance with the subdivision ordinance.

3.4 Conditions, bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before signature of the Final Plat or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.5 Commencement of Construction. The Developer shall commence construction on its initial facilities within two (2) years of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

ARTICLE IV AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

ARTICLE V DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to C-1 Zoning. All uses of property, which are not consistent with C-1 zoning shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with C-1 zoning. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 Consent to Rezone. The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of

the subject property to C-1 zoning as provided in Idaho Code.

5.3 Remedies. Upon a breach of this Development Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance. Before any failure of any party to this Development Agreement to perform its obligations under this Development Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Development Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

ARTICLE VI UNENFORCEABLE PROVISIONS

6.1 If any term, provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VII ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE VIII GENERAL MATTERS

8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code

Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Kuna: City Clerk
City of Kuna
P.O Box 13
Kuna, Idaho 83634

Developer: Falcon Ridge Charter School
P.O. Box 326
Kuna, Idaho 83634

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 Attorneys Fees and Costs. If either party shall default under this Development Agreement and said default is cured with the assistance of an attorney for the other party, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Development Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including attorneys' fees incurred therein, including the same with respect to an appeal.

8.6 Effective Date. This Development Agreement shall be effective after

delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

8.7 Effect of Agreement. This Development Agreement shall be binding upon the parties to it, their respective grantees, successors, assigns or lessees.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 27th day of May, 2005.

CITY OF KUNA

By: [Signature]
Mayor

ATTEST:

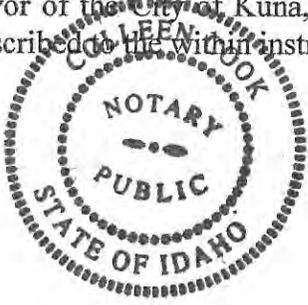
[Signature]
City ~~Clerk~~ Treasurer

[Signature]
Falcon Ridge Charter School
By: Heather Dyer
Its: Chairman of the Board



STATE OF IDAHO)
)ss.
County of Ada)

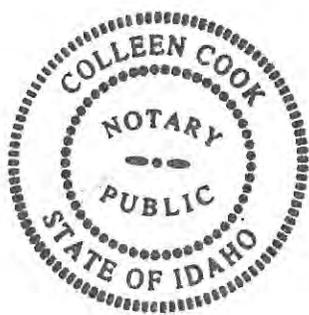
On this 27th day of May, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Dean Obray, Mayor of the City of Kuna, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Colleen Cook
Notary Public for Idaho
Residing at: Pampa, Idaho
My Commission expires: 7-22-2010

STATE OF IDAHO)
)ss.
County of Ada)

On this 27th day of May, in the year ²⁰⁰⁵2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Heather Dyer, Chairman of the Board of Falcon Ridge Charter School, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Colleen Cook
Notary Public for Idaho
Residing at: Pampa, Idaho
My Commission expires: 7-22-2010

WARRANTY DEED BOOK 510 PAGE 5

For Value Received

Howard E. Zink and Laura N. Zink,
husband and wife,
the grantors, do hereby grant, bargain, sell and convey unto
Lester R. Smith and Wanda L. Smith, husband and wife,
the grantees, the following described premises, in Ada County Idaho, to wit:

Lots Eleven (11) and Twelve (12) of Kuna Home Tracts,
being a subdivision of the North Half of Northwest
Quarter (N $\frac{1}{2}$ -NW $\frac{1}{4}$), of Section Twenty Six (26), Township
2 North, Range 1 West, N.M. Except for right of way of
the State of Idaho.

This deed is given to correct an error in the description
in that certain deed dated August 28th 1959, in which Ed
Julvania and Mae Julvania are grantors and Howard E. Zink
and Laura N. Zink are grantees and in which the Township and
Range is given as Township Two North, Range 1 West instead of
Township Two North, Range 1 West.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 11th 1961.

Howard E. Zink
Laura N. Zink

<p>STATE OF IDAHO, COUNTY OF Ada On this 11th day of April, 1961, before me, a notary public in and for said State, personally appeared Howard E. Zink and Laura N. Zink, (husband and wife,) known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.</p> <p style="text-align: right;">Notary Public Residing at KUNO, Idaho Comm. Expires Jan. 28, 1964.</p>	<p>STATE OF IDAHO, COUNTY OF Ada I hereby certify that this instrument was filed for record at the request of Mrs Lester R. Smith at _____ minutes past 2 o'clock p.m., this 15 day of Mar, 1961, in my office, and duly recorded in Book of Deeds at page _____</p> <p style="text-align: center;">V. P. THOMAS Ex-Officio Recorder</p> <p style="text-align: right;">Deputy.</p> <p>Fees \$ 1.00 Mail to: Box 34 Kuna</p>
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Capitol Title Company

REVENUE STAMPS

INSTRUMENT NO.

Exhibit C to Release of Development Agreement

EXHIBIT A

RECEIVED
JAN 04 2005
KUNA P & Z

RESOLUTION NO. R65-2014**CITY OF KUNA, IDAHO
RELEASE OF DEVELOPMENT AGREEMENT FROM THE FALCON RIDGE
SCHOOL PROPERTY**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE FALCON RIDGE SCHOOL PROPERTY.

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

Section 1. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

For Recording Purposes Do
Not Write Above This Line

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action before the City Council for the City of Kuna, Idaho on October 21, 2014, and after notice and public hearing, the City Council did authorize the release the Development Agreement recorded against the Real Property, with an address of 290 S. Ten Mile Road, Kuna, Idaho, and as depicted in EXHIBIT A, as attached hereto. Said Development Agreement was recorded against the Real Property as Instrument Number 106073876.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL

EXHIBIT A To Release of Development Agreement



W Owyhee St

N Ten Mile Rd

N Cedar

W Kuna Rd

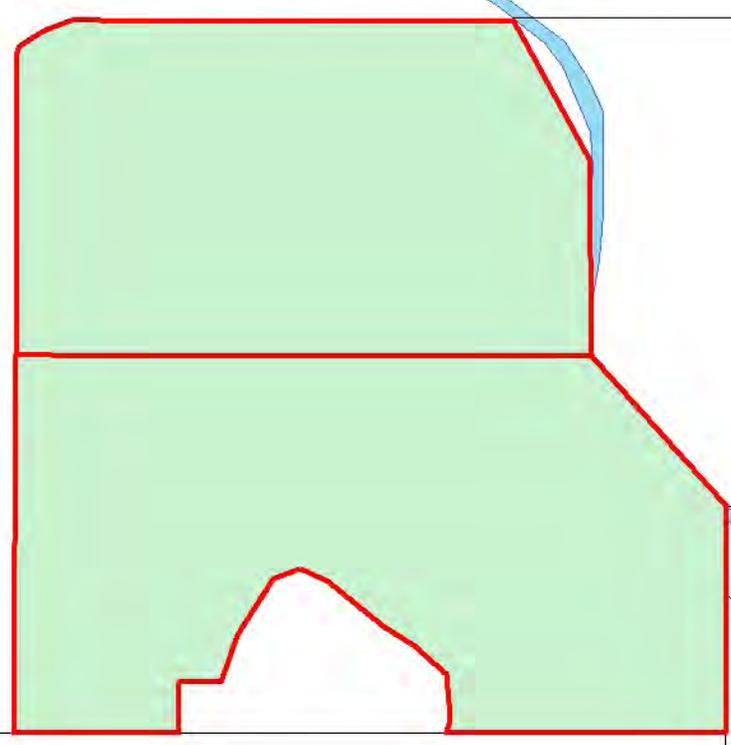
W Avalon St

S Ten Mile Rd

S San Mateo Ave

Legend

-  Falcon Ridge Charter
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES



TB

RESOLUTION NO. R51-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE INTEGRA SERVICE AGREEMENT TO UPGRADE THE INTERNET SERVICE TO ACCEPTABLE STANDARDS FOR THE SAFETY, WELFARE AND PROTECTION OF THE CITY AND THE PUBLIC AND TO THE CITY OF KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Kuna, Idaho currently has a 1.5 MB line providing Internet and voice-over-internet service to Kuna City Hall; and

WHEREAS, the City of Kuna, Idaho currently has a 1.5 MB line providing Internet and voice-over-internet service to the Kuna City Waste Water Treatment Plant; and

WHEREAS, Kuna City Hall and the Kuna City Waste Water Treatment Plant are connected by a 1.5 MB line that transmits data between the two locations so each location's server mirrors the data on the other server; and

WHEREAS, the City of Kuna, Idaho utilizes a *supervisory control and data acquisition program* (SCADA), which is a computer system that gathers and analyzes real time data to monitor the City's various domestic water, pressurized irrigation and waste water systems, and where a reliable internet connection, and speed of the internet connection is critical to the safety, welfare and protection of the City and the public; and

WHEREAS, the City of Kuna, Idaho provides telecommunication service (phone service) by voice-over-internet at both Kuna City Hall and the Kuna City Waste Water Treatment Plant. As the system is currently programmed, phone calls have priority over data transmission, which causes data transmission to stop if phone call volume is high; and

WHEREAS, Kuna City staff reports that phone calls are regularly dropped when call volume is high (usually when customers city utilities have been shut off for non-payment) compromising the safety, welfare and protection of the City staff and public; and

WHEREAS, Kuna City staff reports that during high call volume times, access to the Internet, vital communications and phone calls practically come to a standstill compromising the safety, welfare and protection of the City staff and public; and

WHEREAS, the City of Kuna, Idaho has made a substantial investment in its website to provide information and public records available to the public at a cost savings to the City. The City has also made a substantial investment in paperless technology. With the current service, City staff often must duplicate their efforts to successfully upload documents, causing inefficiencies in staff time. The lack of adequate data transmission

capacity to upload and view documents at the City Website compromises the information and public records that are available to the City, customers and the general public; and

WHEREAS, the City Council for the City of Kuna finds that the current telecommunication service and data transmission service being provided to Kuna City Hall and the Kuna City Waste Water Treatment Facility are inadequate, and the City is unable to continue with the current 1.5 MB lines and meet its obligation to provide for the safety, welfare and protection of the City, its customers and the general public; and

WHEREAS, the City Council of the City of Kuna finds that the upgrade of its data transmission lines is urgent and an ordinary and necessary expense; and

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

Section 1. The *Integra Service Agreement* as attached hereto and hereby incorporated herein by reference, is hereby authorized and approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



Service Agreement

Integra*
(P) (208) 401-2129
(F)

Tom McKnight
tomm@datatelco.com
www.integratelecom.com

Customer Name CITY OF KUNA
Street Address/Suite 6950 S TEN MILE RD
City/State/Zip MERIDIAN, ID 83642

Customer Name CITY OF KUNA - HUB
Street Address/Suite 763 W Avalon St
City/State/Zip Kuna, ID 83634

Product Description	QTY	Monthly Charge	Monthly Charge Discount	Estimated Monthly Charges ¹	Activation Charge	Activation Charge Discount	Total Activation Charges
Service Term - 36 months							
SIP Solutions							
VPN Solutions Extended - 20 Mbps	1	\$ 1,325.00	\$ 275.00	\$ 1,050.00	\$ 0.00		\$ 0.00
VPN Connectivity	1	\$ 75.00		\$ 75.00	\$ 0.00		\$ 0.00
Internet Access via VPN - 20 Mbps	1	\$ 150.00	\$ 100.00	\$ 50.00	\$ 0.00		\$ 0.00
IAD Charge	1	\$ 35.00		\$ 35.00	\$ 250.00	\$ 250.00	\$ 0.00
Caller ID Name & Number	1	\$ 20.00		\$ 20.00	\$ 0.00		\$ 0.00
SIP PRI Channel	23	\$ 7.50		\$ 172.50	\$ 5.00	\$ 5.00	\$ 0.00
DIDs	31	\$ 0.15		\$ 4.65	\$ 0.00		\$ 0.00
Total				\$ 1,407.15			\$ 0.00

Disconnect Product Description	First CN	QTY	Monthly Charge
VPN Solutions - T1 Access	HCED716894ID001	1	(\$- 270.00)
VPN Solutions - ISDN/PRI	LS510052	1	(\$- 251.43)
VPN Solutions - T1 Suite	VSHCED716894ID	1	(\$- 125.00)
Disconnect Total:			(\$- 646.43)
Net Difference:			\$ 760.72

Customer Name CITY OF KUNA - NODE 1/WASTEWATER TREATMENT PLANT

Street Address/Suite 6950 S 10 Mile Rd

City/State/Zip Meridian, ID 83642

Product Description	QTY	Monthly Charge	Monthly Charge Discount	Estimated Monthly Charges ¹	Activation Charge	Activation Charge Discount	Total Activation Charges
Service Term - 36 months							
VPN Solutions							
VPN Solutions - EoTDM - T1 - 1.5 Mbps	1	\$ 350.00	\$ 75.00	\$ 275.00	\$ 500.00	\$ 500.00	\$ 0.00
VPN Connectivity	1	\$ 75.00		\$ 75.00	\$ 0.00		\$ 0.00
Total				\$ 350.00			\$ 0.00

Disconnect Product Description	First CN	QTY	Monthly Charge
VPN Solutions - T1 Access	HCED716927ID001	1	(\$- 270.00)
VPN Solutions - T1 Suite	VSHCED716927ID	1	(\$- 125.00)
Disconnect Total:			(\$- 395.00)
Net Difference:			\$- 45.00

Summary of Charges

Location	Estimated Monthly Charges ¹	Total Activation Charges
CITY OF KUNA - HUB 763 W Avalon St Kuna, ID 83634	\$ 1,407.15	\$ 0.00
CITY OF KUNA - NODE 1/WASTEWATER TREATMENT PLANT 6950 S 10 Mile Rd Meridian, ID 83642	\$ 350.00	\$ 0.00
Grand Total:	\$ 1,757.15	\$ 0.00

Customer represents and warrants the above information is true and correct and further grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer will advise Integra immediately of any changes in the above information. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take all reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions in Customer directory listings shall be limited to the charge for that listing, if any, during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including the most recent Master Service Agreement executed by Customer and Integra, together with any schedules or attachments hereto, and Integra's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra and Customer, effective upon execution of this Agreement, and supersede all prior written or verbal agreements or understandings. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

¹ Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

* As Identified in the Master Service Agreement

Customer Acceptance

Gordon Law

Print Name

Authorized Signature

Date

Responsible Party email:

This email contact will be the primary recipient of future secure information

Integra Acceptance

Print Name

Signature

Date



Integra*

911 EMERGENCY SERVICE ADVISORY FOR INTEGRA INTERCONNECTED VoIP SERVICES AND VoIP-ENABLED SOLUTIONS

The Federal Communications Commission ("FCC") requires Voice over Internet Protocol ("VoIP") providers inform their customers of the potential limitations of 911 service when access is attempted over a VoIP connection compared with traditional 911 service over the public switched telephone network.

The FCC also requires VoIP providers to obtain and keep a record of affirmative acknowledgement by every customer using VoIP services confirming that the customer has received and understood this ADVISORY. Failure of the Customer to sign and return this acknowledgement to Integra may result in delay of service installation or suspension of service until the signed acknowledgement is received by Integra.

WARNING: VoIP SERVICES, WHICH CAN INCLUDE HVS, SIP, DIDs, MARKET EXPANSION DIDs, AND OTHER VOIP-ENABLED SOLUTIONS, MAY NOT ALLOW YOU TO DIAL 911 AND REACH E911 SERVICES IN CERTAIN SITUATIONS; DEATH OR SERIOUS INJURY MAY OCCUR IF CUSTOMER DOES NOT HAVE AN ALTERNATIVE MEANS OF REACHING E911.

Note: This VoIP 911 Service Advisory Disclaimer and Customer Acknowledgement shall be incorporated with Customer's Services Agreement, including Integra's Master Service Agreement.

Customer acknowledges the following regarding potential limitations of 911 Access through VoIP service:

RELOCATION OF END-USER'S IP-COMPATIBLE CPE: If Customer uses and moves mobile, nomadic, non-fixed telephones and/or IP-compatible Customer Premise Equipment ("CPE") to a new location, the E911 emergency response address associated with the CPE telephone numbers may be incorrect. For 911 dialing to work properly, the E911 emergency response or service address within the E911 database must correspond to the physical location of the calling party. Customer may also need to reset or reconfigure network equipment to restore 911 service.

SERVICE OUTAGE AND/OR BROADBAND CONNECTION FAILURE: 911 service may not be available during a service outage or broadband connection failure, including situations beyond Integra's reasonable control and ability to predict, such as fiber cuts, weather/storm outages, or equipment malfunctions.

LOSS OF ELECTRICAL POWER: In the event of an electrical power failure or disruption, 911 service may not be available to the VoIP Customer until power is restored. Customer may also need to reset or reconfigure network equipment to restore 911 service.

CUSTOMER'S INCORRECT LOCATION REGISTRATION OR FAILURE TO UPDATE ITS EMERGENCY RESPONSE SERVICE LOCATION OR ADDRESS INFORMATION WITHIN THE 911/E911 DATABASE: If Customer, or its third party PS/ALI provider, fails to maintain and update, or provides incorrect emergency response location information for station-side phone numbers, DIDs, or market expansion DIDs within the E911 database, 911 calls may fail.

E911 PROVISIONING INTERVALS: Following service activation and/or subsequent location registrations activated by Customer, there may be a delay in the updating the E911 database and 911 service will not be available.

WARNING STICKERS AND/OR LABELS: Customer will receive, prior to service turn up, warning stickers or labels explaining that E911 service may not be available from a VoIP connected headset or phone/station and shall place such stickers or labels on or near headsets or phone stations or other CPE connected to the VoIP service.

Customer has read, understands, and agrees to the foregoing:

Printed Name: Gordon Law

Title: _____

Date: _____

Signature: _____

*As defined in the Master Services Agreement



Integra*

(P) (208) 401-2129

(F)

tomm@datatelco.com

www.integratelecom.com

MASTER SERVICE AGREEMENT

INTEGRA MASTER SERVICE AGREEMENT

Integra Telecom Holdings, Inc., by and through its subsidiaries (hereinafter "Integra"), and customer, as named on the Service Agreement and the signature page hereto ("Customer"), hereby agree to the following terms and conditions contained in this Master Service Agreement (this "Agreement") for the provision of the service(s) ordered by Customer (the "Service(s)") to Customer by Integra, as of the date of the Service Agreement (as defined below). For the purposes of this Agreement, Integra or Customer may be individually referred to as a "Party" and collectively as "Parties."

1. **SERVICES AND SERVICES TERM.** This Agreement incorporates any accepted orders for Services ("Service Agreement(s)"), any attachments, policies and procedures found on Integra's website: www.integratelecom.com under Public Info and Policies ("Policies and Procedures"), and any filed tariffs, price lists or schedules, and comprises the entire agreement between the Parties. Details pertaining to the Services are set forth in the Service Agreement entered into in connection with this Agreement.

This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements – oral or written – between the Parties hereto. Integra reserves the right, in its sole reasonable discretion, to reject any Service Agreement prior to Integra's signature. Integra agrees to provide to Customer (subject to availability and adequacy of underlying Service), and Customer agrees to procure from Integra, the Services at the locations set forth for the number of months set forth ("Services Term") as detailed on the Service Agreement(s). Installation of Services occurs at the delivery of operating circuits to the demarcation terminal (the "Installation of Service(s)"), which demarcation terminal shall be at the location where Integra's facilities interconnect with Customer's or any third party's facilities (the "Demarcation Point"). Integra will use reasonable efforts to install Services on the date agreed upon by the Parties; however, Integra does not guarantee that Services will be installed and provisioned on Customer's desired due date. If Customer delays the Installation of Services, certain fees and facility reservation charges may be charged to Customer as described in Integra's Policies and Procedures. Upon the expiration of the Services Term, a Service Agreement will automatically renew for successive one (1) year terms, each a "Renewal Services Term," unless terminated by Customer or Integra with thirty (30) days written notice prior to the completion of the Services Term or the then-current Renewal Services Term.

2. **RATES, CHARGES, BILLING AND PAYMENT.** Rates and charges, service levels and credits are described in the Service Agreement. Integra will notify Customer when Customer's circuit has been delivered and Installation of Services has occurred. Upon notification of Installation of Service, Customer agrees to convert its services from its present provider, if any. Customer agrees that the Services Term will commence upon the Installation of Service, and billing for the Services will commence with Integra's first regular billing cycle after notification of the Installation of Service, regardless of Customer's actual conversion date, unless Customer tests the Services and notifies Integra that the Services are not functioning properly within three (3) days after Integra notifies Customer of the Installation of Services. If Customer timely notifies Integra of the non-functioning nature of the Services, Integra will investigate the problem, and if it is due to Integra equipment, correct the issue and notify Customer of such correction. Upon such notification, Customer again will have three (3) days to test the Services, and if Customer does not notify Integra that the Services are not functioning properly within such period, the Services Term and billing for the Services will begin for the date Integra notified Customer that the Services were corrected. If the problem was due to Customer equipment, Integra will notify Customer, and billing will begin when Customer was notified of Installation of Service.

Monthly recurring charges ("MRC") will be billed in advance each month. Non-recurring charges ("NRC") will be billed on the first invoice after the date of Installation of Service, or if the NRC are incurred after the date of Installation of Service, or are usage based, such charges will be billed on the next invoice thereafter. Integra may bill Customer for billing corrections or adjustments for Services rendered not later than one hundred eighty (180) days after the last day of the billing cycle during which Integra provided the Service(s) to the Customer, unless a different period is required by federal, state, or local laws, regulations, rulings, orders or other actions of governmental agencies ("Applicable Law"). Customer is responsible for payment of all charges associated with the Services, including without limitation, charges for originating and terminating calls to Customer's telephone number(s). Payments are due on the Payment Due By date set forth on the Integra invoice, provided, however, that no Payment Due By date shall be less than net thirty (30) days. Customer must provide payment of all undisputed charges in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Integra not later than ninety (90) days after the date of the invoice containing the disputed charge unless a different period is required by Applicable Law. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. Integra will investigate all disputes and notify Customer of the results of its investigation and, if appropriate, credit Customer's account or notify Customer of denial of the dispute. **Acceptance of payments of less than the full amount due, including an instrument tendered as full satisfaction of a debt, shall not be deemed, in the absence of a written agreement executed by both Parties, an agreement on the part of Integra to accept less than the full amount due. Any tender of an instrument as full satisfaction of a debt must be sent to the Law & Policy Department of Integra.** Integra may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due. Late fees may be assessed, as of the original Payment Due By Date, against any disputed amount denied by Integra. Integra has the option to suspend the Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services after written notice may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorneys' fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Each Service Agreement is subject to credit approval. Customer hereby authorizes Integra to conduct a credit search and agrees to provide Integra with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. If a credit check is unsatisfactory at any time, or if Customer fails to make timely payment two (2) or more times during any twelve (12) consecutive month period, Integra may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any Integra-provided equipment in Customer's premises ("Customer Premises Equipment"). When Customer establishes acceptable credit history or upon termination of the applicable Service Agreement, Integra will return the balance of the deposit, if any, to Customer along with interest as required by law.

Integra shall not be liable for any charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services.

If any property owner, under which Customer is a tenant, assesses a fee against Integra in order to, or as a result of, the provisioning of any Services to Customer, Integra may pass through such charges to Customer.

3. POLICIES, PROCEDURES AND RATES. Integra may change its Policies and Procedures upon thirty (30) days' written notice to Customer. Use of Integra Services after the thirty (30) day notice period shall be deemed consent to the changed Policies and Procedures. In addition, Integra may change its rates for various Services upon thirty (30) days' notice to Customer. In the event an increase in rates for Services occurs, Customer shall have thirty (30) days to terminate the affected Services by written notice to Integra, without further obligation or early termination charges, other than payment for the Services used until the date of termination. Such termination shall be effective thirty (30) days after Integra's receipt of the termination notice. Failure to timely give written notice of termination shall be deemed consent to the changed rates and charges.

4. FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS. Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

Telephone numbers are assigned to the business entity (Customer) named on the Service Agreement and not to any individual owner or operator of the business. Customer shall designate those individuals authorized to make changes to the Customer's account with Integra, including changes to the Services or to the telephone numbers in conformity with Applicable Law. The Customer shall hold Integra harmless for any changes authorized by the individuals designated by Customer.

Integra shall take reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking Service(s) for the first time at a location, Integra makes no warranties regarding assignment of particular telephone numbers to Customer. Integra shall not be liable to Customer for any change in, including loss of, telephone numbers if such telephone numbers are lost after termination of this Agreement or the Services due to default by Customer under this Agreement, or if such change or loss is due to actions of any vendor or supplier of services to Integra. Customer's reliance upon and/or use of any telephone numbering information prior to Installation of Service and Customer's conversion to the Services is at the Customer's sole risk.

Integra shall not be liable for any inaccurate or dropped listings of any publisher/directory database. Integra shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s). Additional costs may be assessed for publisher/directory database listing charges.

5. TAXES, SURCHARGES, FEES AND ASSESSMENTS. Customer is responsible for payment of any and all federal, state and local taxes, surcharges, or fees related to the Services, as may be imposed from time to time (excluding Integra income taxes) ("Taxes") to the extent that Customer is not exempt from such Taxes. Integra will collect all such Taxes unless Customer provides Integra with proof of exemption. Surcharges and assessments, which are not required by regulatory agencies, but which Integra is permitted to charge to recover expenses, may be applied and adjusted from time to time. All such charges will be set forth on a detailed invoice.

6. TARIFF APPLICATION. In the event of any conflict between any provision of this Agreement and any provision of an applicable filed tariff or price list, the provision of such filed tariff or price list will control.

7. COMPLIANCE WITH LAW. This Agreement is subject to all Applicable Law, and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. Integra will use commercially reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any action pursuant to Applicable Law adversely affects the Services or requires Integra to provide Services other than in accordance with the terms of this Agreement, either Party may, without liability to the other Party, terminate the affected Services upon thirty (30) days prior written notice to the other Party. In performing their obligations under this Agreement, the Parties will comply with all Applicable Law, specifically including, but not limited to, Applicable Laws governing 911/E-911 and any other emergency services.

Subject to Integra's 911/E-911 policy (found in Integra's Policies and Procedures), and unless otherwise specifically agreed, (a) Integra will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) Integra will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911/E-911 functionality as required by Applicable Law, including but not limited to, agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. Integra is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any Services other than the one emergency response location as set forth above.

8. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES. Services will meet industry standards. Integra will maintain its facilities and equipment used to provide the Services as set forth in its Policies and Procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment. In such event, Customer will reimburse Integra for the cost of the required maintenance at Integra's standard time and material rate plus any taxes imposed upon Integra related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Integra equipment that is damaged by Customer's actions or equipment.

Integra reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades upon twenty-four (24) hours' notice to Customer or to suspend Service for emergency repairs to Integra's network without notice to Customer. Integra equipment will remain the sole and exclusive property of Integra or Integra's assignee. Customer will not tamper with, remove or conceal any Integra identifying plates, tags or labels. Customer shall not permit any liens on Integra equipment, and any such lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

Customer will provide equipment compatible with the Services and Integra's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Integra's network or facilities.

Upon termination of the Service(s), Customer, upon notice from Integra, shall provide reasonable access to Integra to recover the Integra provided Customer Premises Equipment, in accordance with the instructions in the notice. Customer's damage to the Integra provided Customer Premises Equipment (reasonable wear and tear excepted) or failure to return the equipment, including but not limited to the battery pack, as directed, shall constitute Customer acceptance of ownership of and responsibility for the equipment, and Integra may invoice Customer for the then fair market value of such equipment.

Integra reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services that does not affect the quality, cost or type of Services. Integra will manage its network in Integra's sole discretion. Customer will provide all reasonable information, authorizations, and access required by Integra for the purpose of installing Services, performing routine network grooming, maintenance, and upgrades, and addressing emergencies.

9. SERVICE INTERRUPTION CREDITS. Credits are subject to the limitations of liability set forth in Section 11 and shall only be given for a Service Outage (as defined below) and claimed in accordance with this Section or any other applicable service level agreement that applies to the Service. A "Service Outage" is defined as any Service disruption for which Integra is the sole cause of such disruption and such disruption is not the result of (a) scheduled maintenance that occurs between the hours of eleven p.m. and six a.m. local time, (b) planned enhancements, (c) upgrades, (d) failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment, or (e) a Force Majeure event (as defined below). Upon request, but not later than thirty (30) days after the Service Outage, and after a determination by Integra that such Service Outage is eligible for credits, Customer shall be entitled to a credit for a Service Outage that exceeds twenty-four (24) hours, unless otherwise defined in a service level agreement or tariff applicable to the specific Service. Such credit shall be based upon the ratio of the duration of the Service Outage (measured from the time the interruption is reported to or detected by Integra, whichever occurs first) to the total time in a thirty (30) day month. That ratio, multiplied by the monthly rate for the Service(s) affected shall determine the amount of the credit allowance.

If a Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits within thirty (30) days of a Service Outage, Customer will have waived its right to such service credits for that month. Customer's total service credit(s) in any one month will not exceed one (1) month's MRC for the affected Service for that month, and do not apply to the MRCs of any other Services. The credits outlined above shall not be compounding, but to the extent multiple service standards apply to a Service Outage, the credits that apply shall be distinguished by the degree of impairment based on a degradation or a complete disruption of Service for that particular Service Outage. Customer may be eligible for credits for a Service Outage under multiple provisions of this Agreement or any Service Order or Addendum; but Customer shall not be entitled to claim more than one credit for any Service Outage. To be eligible for service credits, Customer must be current in all of its obligations.

10. DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INTEGRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTEGRA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITED LIABILITY. CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE REMEDY FOR DAMAGES WITH REGARD TO SERVICE OUTAGES. INTEGRA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS INVOICED TO CUSTOMER BY INTEGRA DURING THE MONTH PRIOR TO THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL INTEGRA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE FORESEEABILITY THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. CUSTOMER WARRANTIES. (a) The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to Integra's equipment or facilities or create a hazard to Integra's personnel or customers or the public in general; (c) Customer represents and warrants that its use of the Services will comply and conform with all Applicable Law and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer represents and warrants that it will not resell all or a portion of the Service(s) provided by Integra under this Agreement. Customer will indemnify and hold Integra harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section.

13. CONFIDENTIAL INFORMATION. Customer Proprietary Network Information ("CPNI") shall only be disclosed in accordance with the Applicable Law and Integra's Policies and Procedures.

In addition to the foregoing, the Parties may have access to certain information, the ownership and confidential status of which is highly important to the other Party and is reasonably designated by one of the Parties as confidential (herein referred to as "Confidential Information"). Neither Party will disclose the other Party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other Party, and neither Party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other Party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by Applicable Law. Each Party will exercise a reasonable degree of care, but not less than the degree of care that it applies with respect to its own Confidential Information, in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14. INDEMNIFICATION. Customer will indemnify, hold harmless, and defend Integra and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with (a) any and all costs, claims, taxes, charges, and surcharges levied against Integra relative to Customer's claim for tax exempt status with respect to Taxes to the extent that such exempt status is not found to be valid, (b) any liens placed on Integra provided Customer Premises Equipment due to Customer's action or inaction, (c) personal injury or death or damage to property related to Customer's failure to meet any 911/E911 requirements or agreements or the failure to give end users appropriate warnings if VoIP services are provided by Integra, or the failure to maintain the necessary databases and update the ALI being transmitted to the PSAP, (d) claims by Integra or third parties for damage to real or tangible personal property or for bodily injury or death which is caused by Customer and is directly due to Customer's negligence or willful misconduct or which is caused by hazards created by Customer's equipment or facilities, and (e) Customer's improper use of the Services and/or Customer's end-users or third parties improper use of the Services, resale, or sharing of the Services in violation of any Applicable Law or in violation of any provision of this Agreement. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death if solely caused by Integra's gross negligence or willful misconduct.

15. **DEFAULT/TERMINATION.** Customer's use of the Services provided under this Agreement and any equipment associated therewith will not: (a) interfere with or impair service over Integra's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to Integra's assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to Integra or its network; (e) be used for a high volume of short duration calls, regardless of nature (high volume short duration calls are defined as 10% of total outbound calls that are six seconds or less in duration) or (f) violate the provisions of any of Integra's Policies and Procedures, including Integra's 911/E-911 policy. Integra may immediately suspend or terminate the Services without liability for any violation of these provisions, and in the case of a violation of (e) above, Integra may, in its sole discretion, assess a higher rate for a high volume of short duration calls to reflect Integra's increased costs. If Services are suspended pursuant to this Section 15, reconnection charges may apply.

If either Party violates any provision of this Agreement, the non-defaulting Party shall send the defaulting Party written notice detailing the default. The defaulting Party will have: (a) ten (10) days from the date of the written notice to cure a payment default, or (b) thirty (30) days from the date of the written notice to cure a non-payment default. If the defaulting Party fails to cure, the non-defaulting Party may terminate the affected Services and pursue any and all other legal remedies permitted by this Agreement. Any Service Agreement and the related Services also may be terminated by either Party in accordance with the provisions of the then current tariff or price list that applies to such Service Agreement and the related Services.

Except as provided in the paragraph below, if Customer cancels all or a part of the Services prior to Installation of Service, Integra will charge Customer a cancellation fee equal to one (1) month's MRC for the cancelled Services, plus any installation costs, special construction costs and any other costs incurred by Integra, whether previously waived or not, and any third party charges incurred by Integra with respect to such cancelled Services. Except as provided in the paragraph below, if Customer terminates all or any part of the Services at a location at any time during the Services Term or a Renewal Services Term that is in effect, or if Integra terminates all or any part of the Services as a result of Customer's breach before the end of the Services Term or a Renewal Services Term that is in effect, Integra may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the Services Term or the Renewal Services Term then remaining for the terminated Services, plus any activation, installation costs, special construction costs, and all other fees or costs incurred by Integra that under the terms of the applicable Service Agreement are chargeable to Customer in addition to MRC, less amounts already paid by Customer with respect to such charges for the terminated Services. Customer acknowledges that Integra's damages for a cancellation or early termination would be difficult to determine and the cancellation and termination charge(s) constitute liquidated damages and are not intended as a penalty, but are intended as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third party costs and capital expenditures, and internal costs. All such amounts will become due and payable by Customer to Integra when invoiced.

Customer will not be liable for the cancellation or early termination fees set forth above if (a) cancellation or termination is due to a material breach of this Agreement by Integra or (b) if (i) Customer orders from Integra, at the time of Service cancellation or termination, retail services of equal or greater aggregate MRC than the Services cancelled or terminated, and (ii) the new services are approved by Integra, and (iii) Customer compensates Integra for any unrecovered installation and capital costs and any costs charged by third parties with respect to the cancelled or terminated Services.

16. **FORCE MAJEURE.** In the event that either Party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any third party communications or computer network or any other cause beyond such Party's reasonable control ("Force Majeure"), the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either Party hereunder; however in the event that such Force Majeure event continues for in excess of thirty (30) days, the Party that is not the subject of the Force Majeure event may terminate the Services that are the subject of the Force Majeure event without liability for termination.

17. GENERAL. Except as otherwise permitted herein, any amendment must be in writing and signed by the Parties hereto. Electronic or Facsimile copies of this Agreement and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the Parties as originals. The failure of either Party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices to Customer under this Agreement will be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery. Notices will be sent to the address of record, and in the event of multiple addresses, to the address of the parent account. In the case of a notice to Integra, all notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to the Law & Policy Department, 1201 NE Lloyd Blvd., Suite 500, Portland, Oregon 97232. Integra shall notify Customer of any change in this contact address for purpose of notices under this Agreement using the method of notice called for in this Section 17. Delivery will be deemed to occur upon receipt. The various rights and remedies given to or reserved by either Party herein or allowed by Applicable Law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered to condone any continuing or subsequent breach of the same provision. Customer has been provided with the opportunity to review and negotiate this Agreement and consult counsel; therefore, in the event of any ambiguities, no inferences shall be drawn against Integra. Customer may not assign this Agreement without the prior written consent of Integra, which will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of Sections 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination.

Accepted and Agreed as of the 17th day of September, 2014.

CUSTOMER:

CITY OF KUNA

By: Gordon Law

Name: _____

Title: _____

INTEGRA:

INTEGRA TELECOM HOLDINGS, INC.

By: _____

Name: _____

Title: _____



**ADDENDUM
To
Service Agreement
And
Master Service Agreement
Inside Wiring**

Integra*

(P) (208) 401-2129

(F)

tomm@datatelco.com

www.integratelecom.com

This Addendum to Service Agreement and the Master Service Agreement is executed as of the 17th day of September, 2014 (the "Effective Date"), by and between **Integra Telecom Holdings, Inc.**, an Oregon company with headquarters at 1201 NE Lloyd Blvd., Ste. 500, Portland, Oregon 97232, by and through one of its wholly-owned subsidiaries as may be certificated in the applicable state to provide services ("Integra"), and CITY OF KUNA ("Customer"), to supplement the Service Agreement dated September 17, 2014 (the "Service Agreement"), and the Master Service Agreement into which it is incorporated and made a part thereof (the "MSA"). Capitalized terms not defined herein shall have the meaning as defined in the Service Agreement and the MSA.

Pursuant to the MSA, Services are delivered to a point of demarcation (where Integras connection ends and the Customers begins) (Demarc) or the minimum point of entry (where Integras connection enters the building) (MPOE) at Customer's location. Wiring on the Customers side of the Demarc or the MPOE or otherwise inside the Customers building or premises is considered inside wiring (Inside Wiring) for which the Customer is responsible. Customer may be required to install, maintain, or repair Inside Wiring in order to use Services.

PLEASE INITIAL ONE OF THE FOLLOWING:

Initial here if Integra performs extension only Inside Wiring

Pursuant to the terms of this Addendum, the MSA and Service Agreement, Integra shall extend, at no additional charge, wiring (of Integras choosing) up to 75 feet beyond the Demarc or MPOE if such extension of Inside Wiring:

- Does not take more than 20 minutes to install.
- Is no higher than 8 feet above the floor.
- Is not over any Customer employee working areas or stations.
- Does not require holes or penetrations be made through walls or ceiling.
- Does not require vertical wiring chases (no wiring between floors).
- Does not require work between buildings.
- Does not require cross connects be made directly to Customers PBX or similar equipment.

Initial here if Customer is doing Inside Wiring

If the Inside Wiring requires any of the above, Integra cannot perform the extension and Customer is responsible for, at Customer's expense, ensuring the Inside Wiring is ready and compatible with the Service in conformity with the MSA. (Check one below.)

Customer completes the vendor information below if available.

763 W Avalon St//Kuna			
Inside Wiring Vendor Information			
Vendor Name		Phone Number	
Contact Name		Email Address	

6950 S 10 Mile Rd//Meridian			
Inside Wiring Vendor Information			
Vendor Name		Phone Number	
Contact Name		Email Address	

___ Customer doesn't have a preferred vendor yet but will provide the information when a vendor is selected.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

CUSTOMER:

INTEGRA:

CITY OF KUNA

INTEGRA TELECOM HOLDINGS, INC.

By: **Gordon Law**

By:

Name:

Name:

Title:

Title:



IP/MPLS VPN SOLUTIONS SERVICE ADDENDUM TO THE MASTER SERVICE AGREEMENT

Integra*

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(F)

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www.integratelecom.com

THIS PRODUCT ADDENDUM (this "Addendum"), effective as of the 17th day of September, 2014 (the "Effective Date"), shall be attached to and become part of the Master Service Agreement (the "Master Service Agreement") by and between Integra Telecom Holdings, Inc., an Oregon corporation, by and through its subsidiaries ("Integra"), and CITY OF KUNA ("Customer"). Unless otherwise set forth, capitalized terms in this Addendum shall have the same meaning as given in the Master Service Agreement.

1. SCOPE OF THE ADDENDUM

This Addendum, including all attachments hereto, sets forth the terms and conditions under which Integra agrees to provide to Customer, and Customer agrees to procure from Integra certain IP/MPLS VPN Solutions to be defined herein (the "Services").

2. DESCRIPTION OF ON-NET SERVICES

2.1 IP/MPLS VPN Solutions is an Integra layer-3 multipoint-to-multipoint virtual private LAN across an IP/MPLS enabled network backbone. Service locations can be partially meshed as a hub and spoke, fully meshed as a peer-to-peer network, or a combination of the two.

2.2 Additional core Services provided across the IP/MPLS VPN Solutions Network include Voice Communications and connectivity to the public Internet.

- Voice Communications Services consist of the following types:
 - Basic Business Lines
 - Digital Trunks
 - ISDN-PRI
 - SIP Trunks
- Public Internet Access

2.3 Integra offers Data Services from a customer location into a private virtual private network ("VPN") within the Integra network. Traffic prioritization is made by applying a percentage of the overall traffic to four (4) different Quality of Service ("QoS") queues.

2.4 The Integra Service footprint includes customer sites served via the Integra owner-fiber optic telecommunications facilities or within 60 miles of an Integra/local exchange carrier Collocated wire center (the "Integra Service Footprint").

2.5 The Integra Network includes the customer's access port (the port on the Integra aggregation router upon which the customer's circuit terminates) within Integra's Service Footprint, and the Integra owned and controlled backbone network (routers and circuits including any transit connections) (the "Integra IP/MPLS VPN Network"). The Integra IP/MPLS VPN Network does not include: networks owned and/or controlled by other carriers, local access circuits within or outside Integra's service footprint, a customer's own premise equipment, a customer's premise power and environmental conditions; a customer's local area network (LAN); or interconnections to or from and connectivity within other Internet Service Provider ("ISP") networks.

2.6 Integra may provide router equipment at a customer premises to terminate service delivered over the Integra IP/MPLS VPN Network. It is the customer's responsibility to provide adequate space, power, temperature and humidity controls for the operation of this equipment.

3. RATES AND CHARGES

The rates and charges applicable to the Services will be outlined in each Service Order for such Services.

4. ORDERING PROCEDURES FOR ON-NET SERVICES

Customer shall place an order for Services by submitting a Service Order. In addition to the form and information defined in the Agreement and this Addendum, the Service Order shall contain information such as applicable interface specification at the Point of Termination, Router Type (Standard or Premium) and QoS profile. In the event Customer submits a Service Order that is inconsistent with any of the terms of Integra's standard Service Order, the Agreement or this Addendum, then the Service Order will be treated as a counteroffer and will be binding only if accepted by Integra in writing.

5. SERVICE LEVEL OBJECTIVES

The failures described below shall be deemed to be Service Outages, and credit shall be available as described below. Limits on the service credit amount and reporting procedures are detailed in Sections 6 and 7 of this Addendum.

5.1 Network Availability

The Integra IP/MPLS VPN Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month (the "Network Availability Guarantee"). If the Integra IP/MPLS VPN Network Availability Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that calendar month for each full hour of Service Outage. Limits on the service credit amount and reporting procedures are detailed below. Network Availability is the number of minutes in a calendar month during which a IP/MPLS VPN Solutions is available to exchange data between the two (2) Customer end points and shall be determined as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Non-Availability})}{\text{Total Minutes in Calendar Month}}$$

"Total Minutes in Calendar Month" is determined by multiplying twenty-four (24) hours by the number of days in the month multiplied by sixty (60) minutes.

"Total Minutes of Non-Availability" means the total of all minutes of Network Non-Availability for a specific IP/MPLS VPN Solutions in a calendar month, measured as the period from the opening and closing of a Trouble Ticket that is determined to be a Service Outage.

Network availability for any locations outside of the Integra Service Footprint will be subject to and dependent upon the third-party service provider chosen.

5.2 Latency Guarantee

For packets with a QoS label of voice or data, excluding packets marked as "Best-Effort", the Integra IP/MPLS VPN Network is guaranteed to have an average round trip packet transit time within the Integra IP/MPLS VPN Network over a calendar month of sixty (60) milliseconds ("ms") or less. The average latency is measured as the average of fifteen (15) minute samples across the Integra IP/MPLS VPN Network taken throughout the month (the "Latency Guaranty"). If the Latency Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one (1) ms average above the sixty (60) ms average maximum guaranteed under this Section.

5.3 Packet Loss

For packets with a QoS label of voice or data, excluding packets marked as "Best-Effort", the Integra IP/MPLS VPN Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month (the "Packet Loss Guarantee"). If the Packet Loss Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one percent (1%) of average packet loss above the one percent (1%) average maximum guaranteed under this Section.

5.4 Jitter

For packets with a QoS label of voice or data, excluding packets marked as "Best-Effort", the Integra IP/MPLS VPN Network is guaranteed to have an end-to-end Jitter of one (1) ms or less during any calendar month (the "Jitter Guarantee"). If the Jitter Guarantee is proven to have not been met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one (1) ms of Jitter above the one (1) ms maximum guaranteed under this Section.

5.5 Mean Time to Repair

Integra's mean time to repair ("MTTR") is measured as the average time it takes to restore all Service Outages regarding the Network Availability Guarantee for all Customer sites with similar circuit types during a calendar month within the Integra Service Footprint. For the purposes of determining MTTR measurements, only a failure of the Network Availability Guarantee shall constitute a Service Outage; failures of other guarantees do not apply to MTTR.

- DSL/Broadband – eight (8) hours
- T1, NxT1, DS3 – four (4) hours
- Ethernet – four (4) hours

$$\text{MTTR} = \frac{\sum (\text{Trouble Ticket Time Cleared} - \text{Trouble Ticket Time Opened})}{\sum (\text{Number of Trouble Tickets})}$$

(Within a month)

Measurement: MTTR is the period of time beginning when a trouble ticket is opened by either Integra or Customer as a result of a Failure, and ending when the Failure has been remedied. The MTTR service guarantee takes effect on the first calendar day of the first full month after the connection is successfully installed and activated.

If Integra fails to meet the MTTR for a calendar month, Customer will receive a credit of 1/30th of the MRC for that month for each full hour over the MTTR.

Sites located outside the Integra Service Footprint are excluded from eligibility for credits; however, Integra's objective for sites outside the Integra Service Footprint is to resolve Trouble Tickets within the times specified above for sites within the Integra Service Footprint.

5.6 Installation Interval

Installation Interval is defined as the number of calendar days beginning when the Customer has provided a signed Service Agreement to Integra and the customer has taken part in an Integra project kick-off meeting and ending when the circuit is activated and available to transport data. Installation Interval applies to each service location individually (the "Installation Interval").

Service Area Installation Interval

- Within the Integra Service Footprint without a new Integra fiber build: Forty-five (45) Business Days
- Outside of Integra Service Footprint or a new Integra Fiber build: On an individual case basis

5.7 Integra Provided Router Outages

Customer may receive a service credit of 1/30th of the monthly recurring charge for the calendar month of the affected service leg for the first two (2) full hours and each subsequent full hour of Service Outage that is due to the Integra-provided routers located in customer premises within the Integra Service Footprint. If Customer purchases standby router service, such credits will be for such Service Outages outside the Integra Service Footprint.

6. SERVICE OUTAGE REPORTING PROCEDURES

For Service Outages, a trouble ticket must be opened with Integra customer care upon the occurrence of a Service Outage in order to be eligible for consideration for a service credit. If Customer opens the trouble ticket, it must be initiated by voice contact. Upon notification from Customer, or Integra's discovery of a Service Outage, Integra will open a trouble ticket, test the affected Service and attempt to isolate the problem. Integra's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for any Service Outage unless a trouble ticket has been opened and a service credit has been requested within one (1) week of the Service Outage. If Customer subscribes to Network Notification Service ("NNS"), and Integra's records show that Integra failed to open a trouble ticket, then subject to the limitations set forth in Section 7, Customer shall be entitled to any service credits that Customer would have received had Integra opened the trouble ticket in accordance with this Section; provided, however, in no event will Integra's failure to open a trouble ticket pursuant to this Section result in service credits for any Service Outages beyond the thirty (30) day period prior to Integra's failure to open a trouble ticket

7. SERVICE CREDIT LIMITS

The provisions of the Agreement and this Addendum state Customer's sole and exclusive remedy for any Service Outage, interruption or deficiencies whatsoever regarding the Service. Integra's liability is further limited by Section 11 of the Agreement. Furthermore, Customer is not eligible for service credits for Service Outages that arise out of outages caused by issues outside the Integra IP/MPLS VPN Network, scheduled maintenance and emergency maintenance; any act or omission by Customer, its agents or any other entity under Customer's control, any circumstance beyond Integra's reasonable control, including Internet attacks (denial of service, virus and worm activity, etc.) or a Force Majeure event.

Credits for outages due to failure of Integra-provided routers will not be paid in addition to Network Availability credits for specific Integra IP/MPLS VPN Network access legs. Notwithstanding the preceding sentence, Customer's total service credit(s) in any one month will not exceed the equivalent of fifty percent (50%) of the relevant MRCs for the affected Service for that month, and Customer's total service credit(s) in an twelve (12) month period will not exceed twenty percent (20%) of the aggregate MRC's for the affected Service for such twelve (12) month period. Cumulative service credits in any one-month must exceed \$25.00 to be processed. If Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected Service and do not apply to MRCs of other Services. To be eligible for service credits, the Customer must be in good standing with Integra and current in all of its obligations.

8. ENTIRE AGREEMENT

This Addendum, along with the Agreement, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the Services described above. The Agreement will remain in full force and effect except as modified herein. To the extent of any conflict between the terms of this Addendum and the Agreement or any Service Order, this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

Integra Telecom Holdings, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF KUNA

By: **Gordon Law** _____

Name: _____

Name: _____

Date: _____



**ADDENDUM
to
Service Agreement
and
Master Service Agreement

Funding Contingency**

This Addendum to Service Agreement and the Master Service Agreement is executed as of the __ day of _____, 2014 (the "Effective Date"), by and between **Integra Telecom Holdings, Inc.**, an Oregon company with headquarters at 1201 NE Lloyd Blvd., Ste. 500, Portland, Oregon 97232, by and through one of its wholly-owned subsidiaries as may be certificated in the applicable state to provide services ("Integra"), and City of Kuna ("Customer"), to supplement the Service Agreement dated _____, 2014 (the "Service Agreement"), and the Master Service Agreement into which it is incorporated and made a part thereof (the "MSA"). Capitalized terms not defined herein shall have the meaning as defined in the Service Agreement and the MSA.

WHEREAS, the Parties have entered into a Service Agreement for the provision of Services as described in the Service Agreement, together with the MSA that sets out the terms and conditions for the delivery of service described in the Services Agreement (collectively, the "Agreement"), and;

WHEREAS, the Parties seek to supplement the terms of Service Agreement and the MSA to address the unique needs of Customer and the unique circumstances of service as more specifically set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Service Agreement and the MSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Notwithstanding anything to the contrary in Section 15 of the MSA, Integra understands and agrees that Customer's entering into the Agreement is dependent upon the continuing availability of funds on an annual basis, because financial obligations after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available. The parties recognize that the act of appropriation is a legislative act, and Customer will take such action as is necessary under the law to timely and properly budget for, request, seek and pursue appropriation for funds, which will permit Customer to make all payments required under this Agreement during the period of which such appropriation shall apply. In the event that no funds are made available for payment under the Agreement in any fiscal year, the Agreement shall terminate at the end of the then current fiscal year, with no early termination fees or other penalties or additional costs to Customer as a result of such termination.
2. Except as specifically set forth in this Addendum, the terms and conditions of Service Agreement and the MSA shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

CUSTOMER:

City of Kuna

By: _____
Name: _____
Title: _____

INTEGRA:

Integra Telecom Holdings, Inc.

By: _____
Name: _____
Title: _____

DATA/PHONE LINE ANALYSIS
AUGUST, 2014

EXISTING CONFIGURATION (PRI T-1 1.5 MPLS TO/FROM CITY HALL & 1.5MPLS NWWTP)

FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES	NETWORK ACCESS ASSESSMENT	TOTAL \$/MONTH	TOTAL \$ ANNUAL	1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH)	ANNUALIZED ALLOCATIONS			
								GF	WF	SF	IF
CITY HALL-HUB	1.5	\$646.43	\$1.88	\$72.24	\$720.55	\$8,646.60	N/A	\$3,232.96	\$1,983.53	\$2,589.66	\$840.45
NWWTP-NODE 1	1.5	\$395.00	\$0.00	\$43.26	\$438.26	\$5,259.12	N/A	\$1,966.38	\$1,206.44	\$1,575.11	\$511.19
\$1,158.81								\$5,199.35	\$3,189.97	\$4,164.76	\$1,351.64

INTERIM CONFIGURATION (1.5 MPLS TO/FROM CITY HALL/NWWTP & INTERNET(1.5)) + (DSL 20MBPS DOWNLOAD/2MBPS UPLOAD @ CITY HALL + DSL 12MBPS DOWNLOAD/2 MBPS UPLOAD NWWTP MONTH TO MONTH)

FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES	NETWORK ACCESS ASSESSMENT	TOTAL EXISTING \$/MONTH	TOTAL EXISTING \$ ANNUAL	DSL MONTHLY SERVICE \$ ^{1,2}	DSL ANNUAL \$ ^{1,2}	GRAND TOTAL \$/MONTH	GRAND TOTAL \$ ANNUAL	1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH) ³	ANNUALIZED ALLOCATIONS				
												GF	WF	SF	IF	
CITY HALL-HUB	1.5	\$646.43	\$1.88	\$72.24	\$720.55	\$8,646.60	\$130.00	\$1,560.00	\$850.55	\$10,206.60	N/A	\$3,816.25	\$2,341.39	\$3,056.88	\$992.08	
NWWTP-NODE 1	1.5	\$395.00	\$0.00	\$43.26	\$438.26	\$5,259.12	\$130.00	\$1,560.00	\$568.26	\$6,819.12	N/A	\$2,549.67	\$1,564.31	\$2,042.33	\$662.82	
\$1,158.81								\$260.00	\$3,120.00	\$1,418.81	\$17,025.72	\$42.353	\$6,365.92	\$3,905.70	\$5,099.20	\$1,654.90

COST VARIANCES FROM EXISTING CONFIGURATION:	Monthly	Annual	Monthly	GF	WF	SF	IF
	\$260.00	\$3,120.00		\$97.21	\$59.64	\$77.87	\$25.27
	Annual	GF	WF	SF	IF		
		\$1,166.57	\$715.73	\$934.44	\$303.26		

- 1: Regulatory fees were not quoted for this service. There are assumed to be fees but not included here
- 2: There is a one-time \$100 service charge which is not included in these totals
- 3: Since the packeting volume is different in download vs. upload, just used the higher download size for this costing purpose

PROPOSED PERMANENT CONFIGURATION (PRI T-1 + (FIBER 20MBPS DOWNLOAD/20MBPS UPLOAD @ CITY HALL) + (1.5 MPLS + DSL 12MBPS DOWNLOAD/2 MBPS UPLOAD NWWTP): WITH 3-YEAR COMMITMENT

FACILITY	ACCESS BANDWIDTH (MBPS)	MONTHLY SERVICE	REGULATORY FEES ¹	NETWORK ACCESS ASSESSMENT ²	TOTAL EXISTING \$/MONTH	TOTAL EXISTING \$ ANNUAL	FIBER MONTHLY SERVICE \$	FIBER ANNUAL SERVICE \$	DSL MONTHLY SERVICE \$ ^{1,2}	DSL ANNUAL \$ ^{1,2}	GRAND TOTAL \$/MONTH	GRAND TOTAL \$ ANNUAL	1 MBPS = 1M BITS/SECOND: (COST/PER BIT/SECOND EACH MONTH) ³	GF	WF	SF	IF		
														GF	WF	SF	IF		
CITY HALL-HUB	20	\$1,407.15	\$4.22	\$154.08	\$0.00	\$0.00	\$1,565.45	\$18,785.45	\$0.00	\$0.00	\$1,565.45	\$18,785.45	N/A	\$7,023.88	\$4,309.38	\$5,626.24	\$1,825.95		
NWWTP-NODE 1	12/2	\$350.00	\$1.05	\$38.33	\$389.38	\$4,672.50	\$0.00	\$0.00	\$0.00	\$0.00	\$389.38	\$4,672.50	N/A	\$1,747.05	\$1,071.87	\$1,399.41	\$454.17		
\$389.38								\$4,672.50	\$1,565.45	\$18,785.45	\$0.00	\$0.00	\$1,954.83	\$23,457.95	\$58.353	\$8,770.93	\$5,381.25	\$7,025.66	\$2,280.11

COST VARIANCES FROM EXISTING CONFIGURATION:	Monthly	Annual	Monthly	GF	WF	SF	IF
	\$796.02	\$9,552.23		\$297.63	\$182.61	\$238.41	\$77.37
	Annual	GF	WF	SF	IF		
		\$3,571.58	\$2,191.28	\$2,860.89	\$928.48		

- 1: Regulatory fees under this new quoted service are included at the current estimated rate of .3% of service charges
- 2: Network access assessment fees are quoted by DataTel at 10.95% of monthly service fees
- 2: The one-time \$100 service charge was waived for the three-year contract option
- 3: Since the packeting volume is different in download vs. upload, just used the higher download size for this costing purpose

RESOLUTION NO. R57-2014**CITY OF KUNA, IDAHO
COOPERATIVE AGREEMENT FOR ANNUAL ASSESSMENT BETWEEN
VALLEY REGIONAL TRANSIT AND THE CITY OF KUNA**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT FOR ANNUAL ASSESSMENT WITH VALLEY REGIONAL TRANSIT AND THE CITY OF KUNA, AUTHORIZING THE CITY OF PAY ONE THOUSAND DOLLARS (\$1,000.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The Cooperative Agreement between Valley Regional Transit and the City of Kuna for Annual Assessment, in substantially the form of the copy of said Agreement, excepting the amount of dues, as attached hereto and hereby incorporated herein by reference, is hereby authorized and approved; and

Section 2. The City hereby authorizes the City Treasurer to pay the sum of one thousand dollars (\$1,000.00) for the 2014-2015 annual dues.

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



RECEIVED

OCT 02 2014

KUNA CITY CLERK

October 1, 2015

City of Kuna
P.O. Box 13
Kuna, ID 83634-1331
Attention: Ms. Brenda Bingham, City Clerk

SUBJECT: Valley Regional Transit FY 2015 Membership Assessment

Dear Ms. Bingham:

On August 20, 2014, the Valley Regional Board of Directors approved the FY 2015 budget and related member assessment/service contribution schedule. The attached Funding Summary provides a detailed listing of all member assessments/service contributions for FY 2015.

The following financial summary and attached invoice represent the amount requested from your agency for FY2015. Assessments paid to Valley Regional Transit support regional planning efforts and regional operations while other specific line items support specific transportation services.

Valley Regional Transit member assessment	\$5,950
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Enclosed with this letter is your FY 2015 Cooperative Agreement for review and execution. Upon execution of the agreement please keep one copy for your records and return the original to Valley Regional Transit.

Should you have any questions or require additional information please feel free to contact me at 258-2709 or rthompson@valleyregionaltransit.org

Thank you for your continued support of Valley Regional Transit

Sincerely,

Rick Thompson,
Finance Director

Enclosure: Cooperative Agreement
Funding Summary

**Valley Regional Transit
FY 2015 Funding Summary**

Member Agency	Regional Dues			Valleyride Service Contributions					TOTAL	
	Population Based	Mileage Based	Negotiated	Boise TMA Bus/ADA	Nampa UZA			Highway 44	Requested FY 2015	Requested FY 2014
					Bus/ADA	Limited	Express			
Ada County	\$22,634					\$6,023	\$6,178	\$5,781	\$40,616	\$39,546
AChD			\$2,680						\$2,680	\$2,627
Boise State University			\$5,358					\$27,400	\$32,758	\$32,116
College of Western Idaho								\$7,729	\$7,729	\$7,577
CCDC			\$24,113						\$24,113	\$23,640
City of Boise	\$80,617			\$5,825,149		\$6,023	\$6,178		\$5,917,967	\$5,859,811
City of Boise Capital Contribution				\$200,000					\$200,000	\$200,000
City of Eagle	\$8,686							\$16,607	\$25,293	\$23,738
City of Kuna	\$5,950								\$5,950	\$5,679
City of Meridian	\$31,561				\$60,000	\$51,192	\$29,407		\$172,160	\$167,426
City of Star	\$2,644							\$5,319	\$7,963	\$7,507
City of Garden City	\$4,132			\$112,076					\$116,208	\$114,445
Meridian Development Corporation			\$3,215						\$3,215	\$3,152
Total Ada County	\$156,224		\$35,366	\$6,137,225	\$60,000	\$63,238	\$41,763	\$62,836	\$6,556,652	\$6,487,264
Canyon County	\$20,094					\$6,023	\$6,178	\$2,926	\$35,221	\$33,115
Canyon County Highway District		\$808							\$806	\$787
City of Caldwell	\$17,585				\$96,333		\$16,805		\$130,703	\$127,900
City of Greenleaf	\$311								\$311	\$308
City of Melba	\$193								\$193	\$189
City of Middleton	\$2,277							\$5,425	\$7,702	\$7,362
City of Nampa	\$31,413				\$191,830	\$51,192	\$58,814		\$333,249	\$325,730
City of Notus	\$200								\$200	\$192
City of Parma	\$744								\$744	\$722
City of Wilder	\$570								\$570	\$555
Golden Gate Highway District #3		\$651							\$651	\$635
Nampa Highway District #1		\$806							\$806	\$787
Notus/Parma Highway District		\$651							\$651	\$635
Total Canyon County	\$73,367	\$2,914	\$0	\$0	\$288,163	\$57,215	\$81,797	\$8,351	\$511,807	\$498,917
Total Ada and Canyon Counties	\$229,591	\$2,914	\$35,366	\$6,137,225	\$348,163	\$120,453	\$123,560	\$71,187	\$7,068,459	\$6,986,181

**COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
CITY OF KUNA
FOR
ANNUAL ASSESSMENT**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this ___ day of _____ 20___ by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**VRT**”), and The City of Kuna, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code (“**Member**”)

RECITALS

A. VRT is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. VRT provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon Counties.

B. Member is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.

C. Idaho Code § 40-2109(7) provides that VRT may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.

D. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.

E. VRT budgets and establishes annual assessments for its regular and special members, with assessments for its regular members calculated pursuant to a population based formula, and assessments for its special members calculated pursuant to a negotiated amount.

F. VRT has budgeted \$5,950 for Member to contribute for its annual assessment; Member has budgeted the same amount for its VRT annual assessment.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this Agreement and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This Agreement shall be in effect from the 1st day of October, 2014, and will terminate on the 30th day of September, 2015, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this Agreement is:

(a) For Member to pay annual assessment to VRT for Fiscal Year 2015 in the amount of \$5,950 in contribution to the costs of VRT.

(b) For VRT to use said annual assessment for costs budgeted under its regional planning and program administration programs.

Section 3. Compliance

VRT, in using said assessment shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said dues and operating costs.

Section 4. Payment

(a) Member shall pay its annual assessment up to the aforesaid amount of \$5,950 within 30 days of invoice to VRT at the following address, unless Member is notified in writing by VRT of a new address:

Valley Regional Transit
700 NE 2nd St. Suite 100
Meridian, Idaho 83642

(b) Member's address, for the purpose of notice or correspondence, unless VRT is notified in writing by Member of a new address, is as follows:

City of Kuna
231 N. Kay Avenue
Kuna, Idaho 83634

Section 5. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this Agreement on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body, and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

(c) Except as provided otherwise herein, this Agreement and any attachments hereto constitute the entire Agreement between VRT and Member concerning the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This Agreement shall be binding on the parties hereto, and their successors and assigns.

Section 6. Indemnification

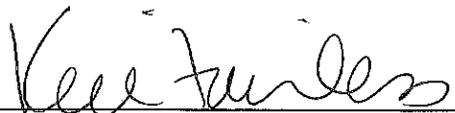
To the extent permissible by law, VRT shall indemnify, defend, protect and hold harmless Member, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "**Claims**") arising out of or incident to this Agreement, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of VRT, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of Member or its officers, agents and employees. Member shall give to VRT reasonable notice of any such Claims. VRT shall notify Member of the counsel to be used in carrying out its obligations hereunder. Member must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this Agreement, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, Member's right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which Member incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by VRT under this Agreement with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of VRT shall be personally liable to Member under this Agreement, (ii) with respect to third party Claims, both VRT and Member expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of VRT to hold harmless or indemnify Member shall be limited to, and be payable only from, VRT's available insurance or

self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

City of Kuna:



Kelli Fairless
Executive Director



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: Water Fee Resolution
Inflation Adjustment

DATE: October 3, 2014

REQUEST: Approve Resolution for Adjusted Water Fees

The typical residence pays \$19.10 per EDU per month for water fees. Each year the purchasing power of this revenue is reduced by the rate of inflation, and ultimately, the monthly user fee will no longer support operations costs, let alone capital costs. In 2013, the City decided to annually correct for this loss of purchasing power by adjusting the various fees by the inflation rate of the previous year.

Accordingly, the attached resolution proposes a 1.9% inflation adjustment – corresponding to the 1.9% increase in the CPI-U over the last year. This will result in a thirty-six cents per month increase for the typical residence. The base fee per EDU will increase from \$19.10 per month to \$19.46. It is estimated the additional amount collected during the year will equal approximately \$26,600. The same inflationary adjustment is also applied to all other fees except connection fees which will result in an additional amount collected of \$800.

All changes from the previous fee resolution are high-lighted in yellow.

Attachments

City of Kuna, Idaho Water System Fees and Policies

RESOLUTION NO. R58-2014

A RESOLUTION AMENDING PORTIONS OF RESOLUTION R58-2013 THAT: SET FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHED FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHED WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDED FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SET FORTH MINIMUM LINE SIZES; REPEALED FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 7-5-5 authorizes the City of Kuna, Idaho to set water connection fees by resolution of City Council; and

WHEREAS, Section 7-5-3 authorizes the City of Kuna, Idaho to set monthly service rates for water use by resolution of City Council:

I. WATER CONNECTION FEES

NOW THEREFORE BE IT RESOLVED, that the charge(s) for connecting to the City Water System shall be determined as follows:

A) Water Main Capacity Fee: Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an “equivalent dwelling unit”, to be connected to the City potable water system, shall be assessed one thousand one hundred and seventy-three dollars (\$1,173.00) per “ equivalent dwelling unit” at or before the time of connection for the capital costs of providing oversized mains and trunk lines to convey potable water required by each connection.

B) Water Supply Fee: Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an “equivalent dwelling unit”, to be connected to the City

potable water system requiring water for domestic use only shall be assessed one thousand and eighty-five dollars (\$1,085.00) per equivalent dwelling unit at or before the time of connection for the capital costs of providing water supply required by each connection. In instances where a developer or property owner has prepaid this fee as a condition of developing, and the area to which the prepayment applies is specifically defined, then any further water supply fee for connection subsequent to passage of this act shall be waived.

C) Industrial/Commercial Connection: Each commercial or industrial facility to be connected to the publicly owned potable water works shall be assessed water main capacity fees, ~~well mitigation fees~~ and water supply fees, computed based on peak usage at full capacity and prorated compared to an equivalent dwelling unit. The minimum fees charged any connection shall be one equivalent dwelling unit.

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from the chart titled WASTEWATER FLOWS FROM VARIOUS SOURCES IN GALLONS PER DAY, pages 113-115, and published in "Technical Guidance Manual For Individual And Subsurface Sewage Disposal". For uses not specifically addressed in the aforementioned publication, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity based on predictive equations, comparative usage, or historical usage as approved by the City Engineer. The minimum charge for non-irrigated property shall be the charge for one equivalent dwelling unit.

D) Water Meter and Service Fees: Each water connection shall be assessed charges for completing services and connections, when required, in accordance with the following schedule:

3/4"	Setter & Service	\$ 714.00/ea
1"	Setter & Service	\$1,058.00/ea
1-1/2"	Setter & Service	\$1,507.00/ea
2"	Setter & Service	\$1,882.00/ea
3" & larger	Meter & Service	Time & Material
3/4"	Meter Only	\$ 326.00/ea
1"	Meter Only	\$ 367.00/ea
1 1/2"	Meter Only	\$ 560.00/ea

2" Meter Only \$ 693.00/ea

1/2 Street Asphalt Patch \$ 357.00

Full Street Asphalt Patch \$ 560.00

E) Previous Connections: In instances where an improvement on a property has previously been connected to the water system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only and prorated in comparison to the demand of an equivalent dwelling unit.

II. WATER USE FEES

BE IT FURTHER RESOLVED that fees for water usage and other charges shall be determined as follows:

A) Customer Water Use Charges:

1. Standard Water Use Fee - Metered water usage for City of Kuna residents and original Danskin Well customers shall be billed at a flat rate of **nineteen dollars and forty-six cents (\$19.46)** for the first ten thousand (10,000) gallons of usage in a monthly billing cycle. Metered water usage for City residents, where the head of house is over sixty-five (65) years of age, resides at the residence and has completed an application with the City, shall be billed at a flat rate of **fifteen dollars and thirteen cents (\$15.13)** for the first ten thousand (10,000) gallons of usage in a monthly billing cycle. Metered water usage for all other users and users with oversized service lines shall be billed at a flat rate of **twenty-two dollars and sixteen cents (\$22.16)** for the first ten thousand (10,000) gallons of usage in a monthly billing cycle.

2. Excess Water Use Fee- Metered water usage beyond ten thousand (10,000) gallons shall be billed at **one dollar and sixty-two cents (\$1.62)** per one thousand (1,000) gallons except for the special situation noted in the following paragraph.

3. Irrigation Water Use Fee-

a. The irrigation season shall run from May 1 to October 31.

b. For City residential property (a single family residence located within the City Limits of Kuna) that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located, and where the usage is beyond ten thousand (10,000) gallons, but less than forty-five thousand (45,000) gallons, said residential property shall be billed as follows:

For the irrigation seasons 2014, 2015 and 2016, the rate shall be seventy-five cents (\$0.750) per one thousand (1,000) gallons.

For the irrigation seasons 2017 and 2018, the rate shall be one dollar (\$1.00) per thousand (1,000) gallons.

For the irrigation seasons 2019 and thereafter, the rate shall be the same as the City ~~standard~~ **excess** water use fee.

c. For City Commercial property, City residential property that has access to the City pressurized irrigation system or gravity irrigation and elects not to connect to the system, or residential property that is without the city limits that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located or has elected not to connect to either service, and where the usage is beyond ten thousand (10,000) gallons, but less than forty-five thousand (45,000) gallons, said property shall be billed as follows:

For the irrigation seasons 2014 and 2015, the rate shall be one dollar (\$1.00) per one thousand (1,000) gallons.

For the irrigation seasons 2016 and thereafter, the rate shall be the same rate as the City ~~standard~~ **excess** water use fee.

e. For City Enterprise Funds (except Water Fund) usage of City potable water shall be billed as follows:

For the irrigation seasons 2014 and thereafter, the rate shall be fifty cents (\$0.50) per one thousand (1,000) gallons.

4. **Bulk Water Charges** - All bulk sales shall be approved by the Water Superintendent or his designated representative prior to delivery, and be obtained from designated sources only. The rate for bulk sales shall be **one dollar**

and sixty- two cents (\$1.62) per one thousand (1,000) gallons.

B) Other Charges:

1. **Connection Fees (Outside City Limits)** - Any customer outside the corporate limits of the City requesting water service, who is legally able to annex to the City, must do so to connect to the City Water System, thereafter to pay connection fees as any other resident. Any customer outside City corporate limits requesting water service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

2. **Damage Repair Costs** - Damages to Water Department facilities by other utilities, excavators or others will be repaired **by or at the direction of** Water Department Personnel. All direct and indirect costs incurred in the repair will be billed to the party causing the damage.

3. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

III. NEW CONSTRUCTION

BE IT FURTHER RESOLVED, that in connection with new development, the assumed water main size is a minimum nominal diameter of eight (8") inches. When, in conformance with the needs of the City Water System, a larger line is requested of the developer than this minimum nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

BE IT FURTHER RESOLVED that connection fees and all other charges, other than the Customer Water Use Fees shall be in effect upon passage of this ordinance.

BE IT FURTHER RESOLVED that the Customer Water Use Fees shall be in effect beginning with the **November 1st, 2014 billing**.

BE IT FURTHER RESOLVED, that all similar fees and policies established by earlier resolution(s) are hereby repealed.

PASSED BY THE COUNCIL of the City of Kuna, this 21st day of October 2014.

APPROVED BY THE MAYOR of the City of Kuna, this 21st day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



CITY OF KUNA
P.O. BOX 13
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GORDON N. LAW
CITY ENGINEER

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Sewer Fee Resolution
Inflation Adjustment

DATE: October 3, 2014

REQUEST: Approve Resolution for Adjusted Sewer Fees

The typical residence pays \$24.90 per EDU per month for sewer fees. Each year the purchasing power of this revenue is reduced by the rate of inflation, and ultimately, the monthly user fee will no longer support operations costs, let alone capital costs. In 2013, the City decided to annually correct for this loss of purchasing power by adjusting the various fees by the inflation rate of the previous year.

Accordingly, the attached resolution proposes a 1.9% inflation adjustment – corresponding to the 1.9% increase in the CPI-U over the last year. This will result in a forty-seven cents per month increase for the typical residence. The base fee per EDU will increase from \$24.90 per month to \$25.37. It is estimated the additional amount collected during the year will equal approximately \$32,900.

All changes from the previous fee resolution are high-lighted in yellow.

Attachments

City of Kuna, Idaho Sewer System Fees and Policies

RESOLUTION NO. R59-2014

A RESOLUTION AMENDING CERTAIN SECTIONS OF RESOLUTION R59-2013 THAT: SET FORTH THE AUTHORITY FOR ADOPTING SEWER FEES; ESTABLISHED FEES FOR CONNECTING TO SEWER SYSTEM; ESTABLISHED MONTHLY SEWER USE FEES THAT ARE NOW AMENDED WITH SEWER RATE CHANGES FOR ALL CUSTOMERS; SET FORTH MINIMUM LINE SIZES; PROVIDED FOR A METHOD OF COMPUTING USER EQUIVALENT; REPEALING FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 7-6-3A of the Kuna City Code authorizes the City of Kuna, Idaho to prescribe charges for sewer connections and such charges to be in force after approval of the Mayor and City Council by resolution; and

WHEREAS, Section 7-6-4A of the Kuna City Code authorizes the City of Kuna, Idaho to establish user charges for service by the Publicly Owned Treatment Works, based on the volume and strength of the effluent discharged by the users, and consistent with the benefit derived by the users;

I. SEWER CONNECTION FEES

NOW THEREFORE BE IT RESOLVED that the fee for connecting to the Publicly Owned Treatment Works shall be determined as follows:

A) Interceptor Capacity Fee: Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to a “user equivalent” as defined in Kuna City Code, to be connected to the Publicly Owned Treatment Works, shall be assessed eight hundred and twenty-nine dollars (\$829.00) per “user equivalent” at the time of connection for the capital costs of providing oversized mains, and interceptor and trunk lines to convey the wastewater flow generated by each unit.

B) Treatment Capacity Fee: Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to a “user equivalent” as defined in Kuna City Code, to be connected to the Publicly Owned Treatment Works shall be assessed four thousand three hundred and twenty-six dollars (\$4,326.00) per “user equivalent” at the time of connection for the capital costs of providing treatment capacity to treat the biochemical oxygen demand and total suspended solids generated by each unit. In instances where a developer or property owner has prepaid this fee as a condition of development, and the area to which the prepayment applies is specifically defined, then the prepaid fee shall suffice for full **or partial credit for** payment of the Treatment Capacity Fee defined herein **and as provided in City Resolution R10-2010.**

C) Industrial/Commercial Connection: Each commercial or industrial facility to be connected to the publicly owned treatment works shall be assessed interceptor capacity and treatment capacity fees based on user equivalents established by adopted policies, and in instances not addressed by established policies, computed as follows, based on peak usage at full capacity and prorated compared to a typical residence:

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from the chart titled WASTEWATER FLOWS FROM VARIOUS SOURCES IN GALLONS PER DAY, pages 113-115, and published in “Technical Guidance Manual For Individual And Subsurface Sewage Disposal”. Waste Strength shall be obtained from the chart in Section II.B of this resolution by averaging the high and low extremes of the applicable Category. For uses not specifically addressed in the aforementioned charts, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity.

D) Previous Connections: In instances where an improvement on a property has previously been connected to the sewer system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the increase only. For existing connections proposing to increase levels of discharge, a fee proportional to the increase of quantities, when compared to a “user equivalent” as defined in Kuna City Code, shall be

assessed. For existing commercial and industrial users, the existing level of usage is generally the discharge defined by connection fees previously paid at the time they were paid. In the absence of a record of connection fees previously paid, the existing level of usage derived from the existing facility at full capacity, or the discharges defined in a "discharge permit" or "user agreement" existing at the promulgation of this act may be utilized.

II. SEWER USER CHARGES

BE IT FURTHER RESOLVED, the monthly use fee for sewer service provided by the Publicly Owned Treatment Works to each user connected to the system within the City Limits shall include a Monthly Use Fee based upon volume and strength of discharge as follows:

A) **Monthly Use Fee:** Sewer Use Fees shall be **twenty-five dollars and thirty-seven cents (\$25.37)** per "user equivalent" as defined in Kuna City Code. The monthly use fee for fractions of a month shall be prorated according to time in service.

B) **Waste Strength:** Waste strength categories are based on the highest concentration of either B.O.D.⁵ or T.S.S. in the waste stream. The concentration ranges for each category are:

Category I	0-200 mg/L
Category II	200-400 mg/L
Category III	400-600 mg/L
Category IV	600-800 mg/L
Category V	800-1000 mg/L

The waste strength category for each user may be determined by laboratory analysis, or in lieu of periodic sampling and analysis, may be assigned in accordance with the following classification chart:

SEWER WASTE STRENGTH CLASSIFICATION**CATEGORY I**

Car Wash
Dry Cleaners
Laundromats
Animal Clinics
Barber Shops
Beauty Salons
Bars and Taverns
Car Dealers
Cold Storage
Department and Retail
Domestic (Single and Multiple)
Fruit and Produce
Garages
Hotels and Motels
Medical/Dental
Offices
Photo Finishing
Printers
Service Station/Bulk

CATEGORY II

Airports
Commercial Laundries
Hospitals, Schools, Churches
Mortuaries
Soft Drink Company
Theaters

CATEGORY III

Food Markets
Restaurants

CATEGORY IV

Bakery, Wholesale

Dairies

Fish and Poultry

Restaurants (Drive-In)

2. **Non-Category Rate:** For users whose waste strength is outside the range of categories defined in this Resolution, the monthly use fee shall be computed and prorated based on the higher concentration of either B.O.D.⁵ or T.S.S.

3. **Purpose:** The waste strength category may be used at the discretion of the City Engineer to compute the “user equivalent” for each user for the purpose of assessing connection and monthly use fees.

III. NEW CONSTRUCTION

BE IT FURTHER RESOLVED, that in connection with new development, the minimum sewer main size is a nominal diameter of eight (8") inches. When, in conformance with the needs of the City Sewer System, a larger line is requested of the developer than this nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

IV. OTHER POLICIES

BE IT FURTHER RESOLVED that:

1. **Connections Outside City Limits** - Any customer outside the corporate limits of the City requesting sewer service, who is legally able to annex to the City, must do so as a condition to connect to the City sewer system except as approved by resolution of City Council. Any customer outside City corporate limits requesting sewer service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

2. **Damage Repair Costs** - Damages to Sewer Department facilities by other utilities, excavators or others will be repaired using City approved contractors, procedures and specifications. All direct and indirect costs incurred by

the City to perform, oversee, monitor and/or inspect the repair will be billed to the party causing the damage.

3. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

V. **EFFECTIVE DATE**

BE IT FURTHER RESOLVED that sewer connection fees are to be in effect beginning November 1, 2008 and that sewer use fees are to be in effect for the water meter reading cycle beginning in **October 2014** and appearing in the **November 1st, 2014** billing, and all all fees that are in conflict with the new fees as established by earlier resolution are hereby repealed.

PASSED BY THE COUNCIL of the City of Kuna, this **21st day of October 2014**.

APPROVED BY THE MAYOR of the City of Kuna, this **21st day of October, 2014**.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



CITY OF KUNA
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GORDON N. LAW
 CITY ENGINEER

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
 Kuna City Engineer

RE: 2015 Irrigation Assessments

DATE: October 14, 2014

REQUEST: **Adopt Irrigation Assessment Resolution.**
Accept Assessment Roll

The State Code requires that by the second Wednesday of February, the City Council shall make an estimate of the irrigation expenses for the coming season and apportion the same to the benefitting properties.

The State Code authorizes cities to establish municipal irrigation systems or districts, in which cities may take delivery of irrigation water (in the same manner as if they were a farmer) and distribute it to their citizens for landscape irrigation purposes. The process pools all the water rights for all the property served by the municipal irrigation district, and for delivery and payment purposes, treats the City as if it was a single “farmer” for that land. The State Code also directs in detail the manner in which assessments are to be established for benefitted lands.

The setting of assessments is an annual process that involves the following essential requirements:

1. Preparation of an assessment roll;
2. Preparation of an estimate of costs;
3. Development of a uniform method of distributing costs to benefitted lands according to the benefit derived by a parcel;
4. Providing of notice of assessment; and
5. Providing an opportunity for objections to assessments to be heard.

The attached resolution fulfills the essential requirements of State Law and continues, with some modification, the assessment methodology adopted for the 2013 irrigation season. Of particular note are the paragraphs describing the uniform method of assessment. A purely flat rate of assessment, without any regard to property area, may not be “uniform” in that it gives no consideration to the greater benefit derived by a larger parcel compared to a smaller one. In a similar manner, an assessment method proportioned solely on parcel size fails to account for costs that are not proportional to property size.

The assessment method employed in the resolution mixes both approaches by assigning a flat rate to all parcels 10,000 SF in size or less and a surcharge based on property area to parcels exceeding 10,000 SF in size. The attached resolution assumes the excess area is charged at the rate of \$2.05/1,000 SF but Council would have the latitude of amending the resolution and altering rates according to their own findings. Also included is an analogous assessment method governing properties served by gravity irrigation and vacant properties not yet occupied. The attached resolution is structured largely as the 2013 Resolution with the following items of note:

1. Paragraph IV.A and IV.B discuss connection fees. **The staff is requesting direction on charging irrigation connection fees for Common Lots which have not been charged historically. The language of the resolution does specifically exclude fees on Common Lots.**
2. Paragraph IV.E is retained which allows a 50% reduction in connection fees for parcels in older areas of town to encourage their conversion from the use of potable water for irrigation to the use of pressurized surface water. **The allowance was to expire in 2015 but in this resolution is extended to expire in 2016.**
3. **A new Paragraph IV.F is added which introduces a provision for mandatory conversion from gravity irrigation to pressurized irrigation in certain circumstances.** It is requested that Council review the paragraph carefully and be ready for a thorough discussion of the relevant issues.
4. **A new Paragraph IV.H is added which directs that all properties which have PI facilities to serve them, but the mains are not yet connected to an irrigation supply and consequently rely exclusively on potable water are billed as a potable water account and are not assessed.** It is requested that Council review the paragraph carefully and be ready for a thorough discussion of the relevant issues.
5. **A new Paragraph IV.I is added which clarifies terms for financing connection fees, allows the financing of the total fees, extends the term to twelve years and authorizes the Mayor to sign the note on the city's behalf.**
6. **A new Paragraph IV.J is added which allows the city to order alternate day sprinkling.**
7. **A new Paragraph IV.I is added which prohibits wasting of water and creating a nuisance with improper or excessive irrigation.**

The assessment rates adopted in 2014 are adjusted for 2015 to cover the projected costs. The annual assessment for a typical residence increases from \$93.50 to \$96.00, or an increase of 2.67%. Inflation over the last year approximated 1.9%. The resolution also adopts anew, the pressure irrigation connection fees and miscellaneous charges from the previous year with the exception of a 2% increase in the cost for new services.

EXPENSES

One of the key responsibilities of the assessment process is to estimate expenses for the 2015 irrigation season and include the same in the fee resolution in Section II. The attached table is to show the comparison of the expenses between the 2013, 2014 and 2015 seasons.

For 2013, the net estimated expenses for purposes of assessment were \$468,156 compared to net estimated expenses of \$482,750 for 2014. No expenditures are included from contingency account or for capital

expenditures related to system expansion - which is funded by connection fees. The attention of Council is directed toward differences year-to-year in the following expenditures:

1. Power Costs: Increased \$6,000 to match budget which accounts for Idaho Power's right to a "Power Cost Adjustment".
2. Water Rental: Water rental costs from Boise-Kuna and New York Irrigation Districts are \$15,000 more than assessed costs in 2014. This is due to a year-over-year increase in district assessment rates to the city and a substantial increase in annexed properties into the system.
3. Other Operational Costs: 2015 operational costs for assessment purposes are increased \$5,000 compared to assessed 2014 costs. This item is highly variable and a margin of safety is reflected in the assessment.
4. Equipment Costs: This item includes the Pressure Irrigation Fund's share of large ticket pieces of equipment, an item established at budget time and which varies from year-to-year. Smaller tools are provided under Other Operational Costs. The 2015 decrease from 2014 is \$14,000.
5. Delinquent Assessment Payments: The Idaho State Code allows the City to expense projected delinquent payments – and the city credits redemptions. The net between the two for 2014 and 2015 is identical.
6. Potable Water Cost: When irrigation demand exceeds the ability of the PI system to deliver water, potable water is used to make up the difference. In 2014, the potable system provided 234 million gallons the PI system valued at \$117,000. The irrigation users were assessed \$17,700 in 2014, which is increased to \$21,500 for 2015. Clearly, the irrigation users are not paying full cost for this water.
7. Connections After Assessment: As building permits are issued, properties converting from "vacant" to "occupied" during the season are charged a fee for the season of use before the property is properly included in the next assessment cycle. These fees are entered as a credit against expenses and are projected to reduce \$4,000 compared to 2014.

SCHEDULE

The Idaho Code requires that a proposed assessment roll be in the clerk's office on or before the fourth Monday of January. It also requires that assessments are officially adopted by Council on or before the second Wednesday of February. It was decided in 2013 the city would move to a November assessment schedule, would implement a monthly payment system, would combine irrigation billings onto the water-sewer-trash statement and would replace the over-the-fence shut-off with the potable water shut-off. The potable water shut-off has substantially reduced PI delinquencies. This will be the second November assessment. The annual assessment will be spread equally over nine months for 2015. If unpaid, the assessment becomes delinquent July 1st, with a lien recorded against the property by the 4th Monday in July.

BOARD OF CORRECTION

The Idaho Code requires a Board of Correction is convened on or before March 20th of each year. The Mayor and Council are designated as the Board. The proposed resolution sets March 17th, 2015 at 5:30 pm in City Hall as the date for the meeting of the Board. The purpose of the Board is to hear objections to individual assessments and make corrections as appropriate.

ANNUAL ASSESSMENTS

For 2014 the annual assessment for pressure irrigation for the typical residential lot less than 10,000 SF in area was \$93.50. With the increases in costs, the annual assessment for 2015 would be \$96.00 for a typical residential lot or an increase of 2.67% . The 2014 gravity irrigation assessment for the typical residential lot less than 10,000 SF in area is \$34.00. With the aforementioned changes the 2015 gravity assessment would be \$35.75 or an increase of 5.1%. Vacant lots under one acre will increase from \$13.75 to \$14.25 or an increase of 3.6%.

DELIBERATIONS

This information is provided to Council so that they may examine the projections, consider options, confer with staff, and ultimately make an informed decision. The 2014 assessment roll listed 4,480 occupied lots with pressure irrigation, 266 lots with gravity irrigation, 540 vacant lots with pressure irrigation available and 116 special accounts (like HOA lots) - for a total assessed lots of 5,402.

It may be helpful to address the adoption of the assessment resolution in the following ordered manner:

1. Review and tentatively concur with the proposed expenditures or amend the proposal as appropriate.
2. Review and tentatively concur with the proposed assessment formulas or amend the proposals as appropriate.
3. Review and tentatively concur with the proposed Board of Correction schedule or amend the proposal as appropriate.
4. Review and tentatively concur with the proposed text changes or amend the proposals as appropriate.
4. Adopt the resolution as amended and direct staff to prepare a clean version consistent with Council's intent for signature.

Enclosures

City of Kuna, Idaho
Kuna Municipal Irrigation District Assessments and Fees

RESOLUTION NO. R60-2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR SAID CITY; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2015 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2014 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2015 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2015 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho has established a Municipal Irrigation System, with all the powers and authorities necessary to operate, maintain, replace and/or extend said System; and

WHEREAS, Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge hook-up fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-12 of the Kuna City Code authorizes the City to charge fines and costs for unauthorized connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-7 of the Kuna City Code authorizes the City Council to establish annual irrigation assessments pursuant to Idaho law:

I. ASSESSMENT ROLL

NOW THEREFORE BE IT RESOLVED, that pursuant to Idaho Code 50-1807, an assessment book for the Kuna Municipal Irrigation District was filed in the office of City Clerk on **October 13, 2014**, and by this action, Mayor and Council of said City duly receive, make corrections and accept the same.

II. ESTIMATE OF EXPENSES

BE IT FURTHER RESOLVED the estimated expenses or the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said

City's irrigation system for the 2015 irrigation season, and which shall be allocated in proportion to the benefits received to the properties in said assessment book, are as follows:

Estimated Power Costs	\$ 78,000
BK Irrigation Water Rental (1,638 Ac)	\$ 88,000
NY Irrigation Water Rental (251 Ac)	\$ 14,500
Wages and Benefits	\$140,000
Other Operational Costs	\$110,000
Equipment Costs	\$ 40,500
System Improvements	\$ 10,600
Interest and Retirement of Debt	\$ -
Unpaid and Delinquent Assessments	\$ 4,800
Adjustments by Council	\$ 2,000
Potable Water Cost (50.8 MG)	\$ 21,500
Redemptions - Credit	(\$ 3,000)
Connections After Assessment – Credit	(\$ 3,840)
TOTAL ESTIMATED EXPENSES	\$503,060

By this action, Mayor and Council duly receive and accept the same.

III. BOARD OF CORRECTION

BE IT FURTHER RESOLVED the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 17, 2015 at 5:30 P.M. at the Kuna City Hall, 763 W. Avalon, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. March 17, 2015.

IV. IRRIGATION CONNECTION FEES

BE IT FURTHER RESOLVED, that the charge(s) for connecting to the City Irrigation System shall be determined as follows:

A) **Irrigation Main Fees:** Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for

reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths cents (\$.089) per square foot for area exceeding ten thousand square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths cents (\$.089) per square foot for landscaped area exceeding seven thousand square feet.

(Comment: Staff requests direction on connection fees for common lots)

B) Irrigation Supply Fee: Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to ten thousand square feet in total area plus twelve and nine tenths cents (\$.129) per square foot for area exceeding ten thousand square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus twelve and nine tenths cents (\$.129) per square foot for landscaped area exceeding seven thousand square feet.

(Comment: Staff requests direction on connection fees for common lots)

C) Irrigation Service Fees: Each irrigation service shall be assessed charges for completing services and connections in accordance with the following schedule:

3/4"	Service	\$ 150/ea
1"	Service	\$ 200 20 4/ea
1 1/2"	Service	\$ 250 5 5/ea
2"	Service	\$ 300 6 6/ea

3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R58-2014
Full Street Asphalt Patch		See Resolution R58-2014

D) **Previous Connections:** In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only.

E) **Conversion To Pressure Irrigation:** In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation District, and subsequently desires to connect to the pressurized system, the applicable connection fees are 50% of the full amount chargeable per paragraphs A through C above. After ~~January 17, 2015~~ **January 1, 2016**, the connection fees shall return to the full amount chargeable per paragraphs A through C above.

F) Conversion From Gravity Irrigation: It is hereby declared to be the policy of the City of Kuna that it is in the general public's interest to convert from gravity irrigation to pressure irrigation where pressure irrigation service is available and that said conversion is mandatory in the following circumstances:

- 1. The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery ditch requires five miner's inches of lost carrying water to operate and that each property is entitled to one miner's inch of delivered water. A delivery ditch shall be considered "not efficient" if the carrying water equals or exceeds the delivered water.**
- 2. The delivery ditch has a history of two or more instances of unintended flooding of nearby properties.**
- 3. Drainage facilities are missing or inadequate to protect the gravity served properties.**

In instances where mandatory conversion is ordered by the City, the fifty percent

reduction in connection fees and amortization shall be applied as outlined in Paragraph IV.E above and IV.I below.

FG) Capital Improvements Fund: All funds collected from connection fees (Irrigation Main, Irrigation Supply) may be used only for initial construction, late-comer reimbursements according to adopted policies or replacement of Irrigation System Facilities.

H) Potable Water Irrigation (Special Cases): Properties which have constructed pressure irrigation facilities, which are intended to be connected in the future to the City's pressurized irrigation system, but which have not yet completed the connection, and which currently receive their irrigation supply from the potable system, shall be billed as a potable water account and not assessed as an irrigation account. At such time as the connection to the pressurized irrigation system is completed, the property shall be converted to an assessed irrigation account.

I) Financing Arrangements: Property owners desiring to connect under terms of Paragraph IV.E and IV.F are permitted to execute a note for the applicable connection fees up to the full amount for said fees amortized over twelve years at four percent (4%) interest and payable monthly on the utility bill. The Mayor is authorized to execute the note on behalf of the City and revenues (with interest collected) are to be credited to the same accounts to which the fees would have been credited if not amortized. Only connection fees are approved for amortization.

J) Alternate Day Sprinkling: Irrigation from the Kuna municipal pressurized irrigation system may be scheduled to occur on alternate days by order of the city or its agent. If an order is instituted, homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.

K) Wanton Wasting: Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is prohibited. The city or its agent may disconnect any service which wastes, causes damage to adjacent property or creates a nuisance through its use of irrigation water from the city system.

V. IRRIGATION ASSESSMENTS

BE IT FURTHER RESOLVED the City hereby establishes a uniform method of allocating assessments, determined as follows:

A. Pressurized Irrigation Service - Each parcel or lot receiving pressurized irrigation service shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. **Assessment Expense** - All accounts shall be assessed four dollars (\$4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of ~~forty seven~~ **fifty-three dollars and twenty-five cents (\$50.0053.25)** per acre, but with a minimum assessment per account of forty-one dollars and no cents (\$41.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with pressure irrigation service shall be assessed annually ~~forty-eight dollars and fifty cents~~ **fifty-one dollars (\$50.5051.00)** per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be **two dollars and five cents (\$2.002.05)** per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

B. Gravity Assessment - Each parcel or lot receiving gravity irrigation service from the Municipal Irrigation System shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. **Assessment Expense** - All accounts shall be assessed four dollars (\$4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of ~~forty seven~~ **fifty-three dollars and twenty-five cents (\$50.0053.25)** per acre, but

with a minimum assessment per account of twelve dollars (\$12.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. Operations Assessment - Any properties with gravity irrigation service shall be assessed at the rate of ~~eighteen~~ **nineteen** dollars and seventy-five cents (~~\$18.75~~**19.75**) per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be **two dollars and five cents** (~~\$2.00~~**2.05**) per acre for the portion of the property exceeding one acre in area.

C. Assessments Due – Assessments are due and payable on April 1st or the first business day thereafter.

D. Partial Year Assessment – For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the municipal irrigation system), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.

E. Full Year Assessment – Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual assessment roll.

F. Dual Assessment – In the event a parcel receives an assessment from Kuna Municipal Irrigation District, and also receives and pays an assessment from the property's underlying irrigation district for the same irrigation season, the amount paid to the underlying irrigation district shall be credited to the account with Kuna Municipal Irrigation District. This policy presumes the city does not receive an assessment from the underlying irrigation district for the same parcel.

G. **Vacant Lot Assessment** – A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed ~~thirteen dollars and seventy five cents~~ **fourteen dollars and twenty-five cents (\$13.75 14.25)** per buildable parcel. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a “partial year” or “full year” assessment, as defined above, with credit given for the vacant lot assessment already paid.

VI. **CUSTOMER BILLING:**

A. **Annual Billings** – All irrigation accounts which do not also have a potable water account shall be billed annually, with courtesy reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code.

B. **Monthly Billings** – Each residential or commercial property that is served by potable water that also has a municipal irrigation account shall be billed for the annual irrigation assessment, as part of their municipal utilities billing statement, in equal monthly installments until paid in full, and be subject to shut-off of the potable water service in addition to other statutory remedies if the monthly payments are delinquent as provided in Kuna City Code.

C. **Opt Out Provision** - A municipal irrigation account holder may opt out of the monthly billing program at their option, and ~~choose to pay be billed for~~ the annual irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a ~~notice form~~ to be mailed out to all municipal irrigation/potable water account holders informing them of their option of opting out of the monthly billing program and providing ~~for a check box on the form indicating their desire to opt out of the program and~~ the address ~~to inform the city of the same where the form is to be returned to the City.~~

D. **Monthly Rates** – The monthly installments for payment of the **2015** annual irrigation assessment shall be nine (9) equal installments. After retirement of the **2015** annual irrigation assessment, the monthly installments shall end until re-started by the **2016** annual irrigation assessment resolution.

VII. CUSTOMER SERVICE CHARGES:

A. New Service Accounts - Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars (\$5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as “Partial Year Assessments” and prorated from the date of the request. Adjustments to the expense of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.

B. Delinquencies – All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

C. Short Notice Line Location Charges - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required prior to excavation by any party. Line locations without forty-eight (48) hours notice will be billed to the requesting party at the rate ten dollars (\$10.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

D. Re-connect Fee – A re-connect fee of fifteen dollars (\$15.00), if performed during normal work hours or fifty dollars (\$50.00) if performed after normal work hours, which shall be paid prior to the account being reconnected, or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall be applied separately for each request and must be paid before reconnection can occur.

E. Tampering Fee – A tampering fee of one hundred dollars (\$100.00), or as subsequently adopted by resolution of City Council, shall be charged to any account reconnecting service without authorization following disconnection for non-payment of assessments. This fee shall be applied separately for each unauthorized reconnection and must be paid before reconnection can occur.

VII. WATER ALLOTMENT

BE IT FURTHER RESOLVED, that no lot or parcel is entitled to receive delivery

of a quantity of water which exceeds the allotment of water provided for that parcel by the underlying irrigation district holding the water right in trust. It is hereby declared to be in the public's best interest that water be used efficiently for its intended irrigation purpose, that a property's use of the irrigation system not impose an unauthorized over-spray or drainage burden on adjacent property and that such unauthorized use or any other misuse or wanton wasting of the same shall be due cause for disconnecting the offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment. It is further declared, delivery of water through the pressure or gravity systems ceases when deliveries end by the underlying irrigation district.

VIII. REPEAL OF EXISTING FEES AND POLICIES

BE IT FURTHER RESOLVED that the connection fees and other charges established herein are effective beginning **October 21, 2014**; prior similar fees and policies established by earlier resolution(s) are hereby repealed.

IX. SEVERABILITY CLAUSE

BE IT FURTHER RESOLVED, that the sections of this Resolution are severable. The invalidity of a section shall not affect the validity of the remaining sections.

X. EFFECTIVE DATE

BE IT FURTHER RESOLVED, that this resolution shall become effective upon passage by the Kuna City Council.

PASSED BY THE COUNCIL of the City of Kuna, this **21st day of October, 2014**.

APPROVED BY THE MAYOR of the City of Kuna, this **21st day of October, 2014**.

Mayor

ATTEST:

Brenda S. Bingham, City Clerk

PROJECTED IRRIGATION EXPENSES

Account	Item	2013 Estimate	2013 Assessment	2014 Budget	2014 Assessment	2015 Budget	Proposed Assessment
25-6290	Estimated Power Costs	71,237	66,200	78,000	72,000	78,000	78,000
25-6116	BK Water Rental	71,957		71,957		88,000	
	NY Water Rental	10,340		10,340		14,263	
	(\$53 per acre)	82,297	76,500	82,297	87,550	102,263	102,500
	Wages and Benefits	129,559	121,538	141,150	140,000	137,889	140,000
25-6025	Janitorial	502		974		974	
25-6050	Contract Labor	500		1,000		1,000	
25-6052	Contract Services	3,264		5,532		4,700	
25-6054	Credit Card Processing Fees	0		0		0	
25-6065	Dig Line Expenses	161		500		500	
25-6075	Dues and Memberships	236		149		149	
25-6115	M&R / Gravity System	500		1,000		1,000	
25-6125	Legal Publications	1,165		1,900		1,900	
25-6130	Liability and Property Insurance	3,011		3,543		3,543	
25-6131	Insurance Claims Paid	42		100		100	
25-6140	M&R / Bldgs and Grounds	4,718		3,000		3,000	
25-6142	M&R / Equipment	7,154		6,350		8,800	
25-6150	M&R / PI System	37,389		50,000		50,000	
25-6155	Meetings/Committees			400		650	
25-6160	Miscellaneous Expense	420		1,313		1,313	
25-6165	Office Supplies	425		750		750	
25-6175	Small Tools	3,026		7,357		8,186	
25-6190	Postage & Billing	11,187		10,051		8,561	
25-6202	Professional Services	808		6,329		6,500	
25-6211	Rent - Building & Land	6,294		6,406		5,990	
25-6212	Rent - Equipment	470		800		800	
25-6230	Safety Training & Equipment	857		900		900	
25-6255	Telephone	3,098		3,274		3,709	
25-6265	Training & Schooling	482		500		500	
25-6270	Travel Expenses	95		200		200	
25-6285	Uniforms	528		750		750	
25-6300	Fuel	2,252		3,100		3,100	

PROJECTED IRRIGATION EXPENSES

25-6305	M&R / Vehicle	990		1,250		1,250	
25-6505	Bank Fees	2,906		2,993		2,913	
25-6500	Cash Over / Short	42		100		100	
	Other Operational Costs	92,522	105,000	120,521	105,000	121,838	110,000
	Replace Pumps, Motors & Equipment	34,250	38,110	39,253	39,300	40,431	40,500
	SCADA Tower					8,000	
	Time Keeping					385	
	Locator					1,120	
	Harmonic Filter-Chapparosa			9,000			
	SCADA Upgrade			8,800			
	IT Project-Web Site			1,135		1,067	
	IT Project-Document Storage			1,479			
	Pickup			4,000			
	Harmonic Filter-Tomorrow	3,415					
	IT Project	1,067					
	Aerial Photos	117					
	Total Station	0					
	PI Crossing of Ash St	7,361					
	Equipment Costs	8,545	22,908	24,414	24,400	10,572	10,600
	Interest and Retirement of Debt	0	0	0	0	0	0
	Unpaid and Delinquent Assessments						
	2010 Delinquencies	1,992		396			
	2011 Delinquencies	3,077		1,360			
	2012 Delinquencies	7,566		2,722		489	
	2013 Delinquencies	9,161		9,161		2,982	
	2014 Delinquencies					4,772	
		21,796	12,600	13,639	9,200	8,243	4,800
	Adjustments by Council						
	Small Delinquent Amounts	5					
	Plateau Removed	848					
	Oasis Removed	264					
	Business Park Removed	1,094					

PROJECTED IRRIGATION EXPENSES

		2,211	2,000	2,000	2,000	2,000	2,000
	Cost for Potable Water	28,601	30,700	8,000	17,700	30,700	21,500
	Connections After Assessment				-7,000	-3,840	-3,840
	(40 lots x 96.00)						
	Redemptions - Credit						
	From 2010	1,814.00					
	From 2011	1,430.00		1,900.00			
	From 2012	4,612.00		1,500.00		489	
	From 2013	1,436.00		4,000.00		1,652	
	From 2014					3,385	
		-9,292.00	-7,400	-7,400.00	-7,400	-5,526	-3,000
	ASSESSMENT FOR 2015					522,570	503,060
	ASSESSMENT FOR 2014			501,874	482,750		
	ASSESSMENT FOR 2013 (For Comparison)	461,726	468,156				

RESOLUTION NO. R62-2014

**CITY OF KUNA, IDAHO
AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT, AUTHORIZING AND APPROVING THE PAYMENT OF ANNUAL MEMBERSHIP DUES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The *Amended Emergency Management Joint Powers Agreement*, in substantially the form of the copy of said Agreement, as attached hereto and hereby incorporated herein by reference, is hereby authorized and approved; and

Section 2. The City hereby authorizes the City Treasurer to pay the sum of _____ for the 2014-2015 annual dues.

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of October 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of October 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

AGREEMENT NO. 10878

AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is effective the 1st day of October, 2014, by and between Ada County, a body politic and corporate whose address is 200 W. Front St., Boise, Idaho 83702 (“Ada County”); Ada County Highway District, a single county-wide highway district created pursuant to Idaho Code § 40-1401 et seq., whose address is 3775 Adams St., Garden City, Idaho 83714 (“ACHD”); City of Boise, a municipal corporation whose address is 150 N. Capitol Blvd., Boise, Idaho 83702 (“Boise”); City of Eagle, a municipal corporation whose address is 660 E. Civic Ln., Eagle, Idaho 83616 (“Eagle”); City of Garden City, a municipal corporation whose address is 6015 Glenwood, Garden City, Idaho 83714 (“Garden City”); City of Kuna, a municipal corporation whose address is 763 W. Avalon, Kuna, Idaho 83634 (“Kuna”); City of Meridian, a municipal corporation whose address is 33 E. Broadway Ave., Meridian, Idaho 83642 (“Meridian”); and the City of Star, a municipal corporation whose address is 10769 W. State Street, Star, Idaho 83669 (“Star”) (collectively referred to herein as the “Participants”).

RECITALS:

- A. The Participants are authorized by Idaho Code § 46-1009 to create an intergovernmental agency responsible for disaster preparedness and coordination of response, and, for that purpose, pursuant to this Agreement, Ada County has established the Ada County Department of Emergency Management, which is a separate and independent department under the administration of Ada County.
- B. The Participants desire to build and sustain regional core emergency management capabilities by implementing strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural, technical and other catastrophic events.
- C. The Participants understand that emergency preparedness is not exclusive to any single level of government or organization, but is best served by the combined efforts of the whole community. As such, the Participants desire to partner with and obtain advice and input from each other on emergency management priorities, activities and funding, including, but not limited to resource allocations before, during and after disasters. The Participants also recognize the need for a forum for the technical aspects of expenditures to be researched, discussed, planned, and prioritized.
- D. It is the desire of the Participants to adopt this Joint Powers Agreement to create the Ada City-County Emergency Management Executive Council (“ACCCEM”) to provide for emergency management programs and systems and to address areas of technology, research, planning and prioritization of projects involving the use of emergency management resources including, but not limited to federal grants.

- E. All Participants will retain control over those matters not related to ACCEM or this Agreement, which retained control, may include, but is not limited to: budgeting personnel decisions, equipment, offices, payroll, day-to-day operations and other related matters not impairing the operation or functioning of ACCEM.
- F. The Participants understand and agree, pursuant to Idaho Code § 46-1025, that federal and state grants and funds awarded through the Idaho Department of Homeland Security are distributed directly to counties for the purpose of assisting counties in achieving the goals and objectives outlined in approved county grant proposals.

NOW, THEREFORE, in consideration of the foregoing recitals, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants covenant and agree as follows:

1. Purpose. The purpose of this Agreement is for the Participants to jointly identify, plan for, and assess hazards and risks affecting residents of all of Ada County, including all of the geographical areas governed by each of the Participants; to guide future preparedness efforts across all mission areas; and to set priorities for development of regional core emergency management capabilities.

2. Ada City-County Emergency Management Executive Council. There is hereby created ACCEM.

2.1 Membership. The members of ACCEM shall be comprised of one representative from each Participant. The representative shall be an elected official from each Participant, including the mayor of each incorporated city, the chairperson of the Ada County Board of Commissioners and the President of the ACHD Board of Commissioners. There shall be one additional representative each from Ada County and Boise City. The additional representative from Ada County shall be an Ada County Commissioner appointed by a resolution of the Ada County Board of County Commissioners. The additional representative from Boise City shall be a Boise City Councilperson appointed by a resolution of the Boise City Council. These two additional representatives shall serve at the pleasure of the body that appointed such representative. Each Participant's representative may designate in writing one alternate elected official to serve in his or her absence with the full authority to act on his or her behalf in all matters before ACCEM.

2.2 Duties of ACCEM. ACCEM shall perform all actions reasonably necessary to fulfill the responsibilities and obligations existing pursuant to Idaho Code § 46-1009. These duties shall include, but are not limited to:

2.2.1 Identifying and assessing hazards and risks affecting residents of Ada County to guide future preparedness efforts across all mission areas;

2.2.2 Facilitating interactions among the whole community to create and validate plans, policies and procedures governing emergency

management and identifying core capability needs through discussion and operations-based activities;

2.2.3 Facilitating sharing of specialized resources such as supplies, equipment, facilities, and personnel with any Participant, or their various public or private sector partners with emergency management missions, through maintaining resource inventories and sharing agreements and allowing use of grant purchased equipment in support of emergency management functions, consistent with existing and future mutual aid or resource sharing agreements;

2.2.4 Enhancing emergency management coordination and communication between government agencies, businesses and industry, and volunteer agencies for both preparedness efforts and operational activities;

2.2.5 Promoting disaster recovery through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of Ada County;

2.2.6 Coordinating and integrating all-hazards comprehensive county-wide emergency management activities through planning, training, equipping, exercising, and evaluating capabilities;

2.2.7 Providing qualified individuals from within their jurisdictions to serve as members of ACCEM committees;

2.2.8 Supporting inter-governmental plans that address roles and responsibilities for all phases of emergency management, and after consultation with the TAG and LEPC, making a recommendation to Participants that such be adopted;

2.2.9 After consultation with the TAG and the LEPC, make determinations regarding spending priorities for county-wide emergency management;

2.2.10 Approving and submitting a budget to the Board for the Membership Dues submitted by Participants for deposit in the Emergency Management Fund.

2.3 Bylaws. ACCEM shall have the power and authority to make such bylaws as may be necessary to its operation.

2.4 Committees. ACCEM may create such committees as may be necessary to its operation; provided however, that there shall be created a Technical Advisory Group (“TAG”) and a Local Emergency Planning Committee (“LEPC”) with such bylaws provided therefore as may be necessary for their operation.

2.5 Grant Funds. The Participants understand and agree that grant funds for emergency management are provided to the County by the State of Idaho and that the Board has oversight over the expenditure of the grant funds. The Participants further understand and agree that county-wide emergency management requires cooperation and meaningful review by all Participants to ensure that the use and expenditure of grant funds are applied beneficially for all Participants. ACCEM, upon receipt and review of recommendations from the TAG and/or LEPC, shall make recommendations to the Board regarding the use and expenditure of all grant funds received by the County from the Idaho Bureau of Homeland Security for emergency management. The Board shall follow the recommendations of ACCEM to the maximum extent possible and shall report back to ACCEM those instances when the recommendations are not followed along with a statement as to the reasons therefore. All Participants shall sign such sub-grant agreements and liability waivers as are reasonably requested by Ada County for the purposes of receiving grants funds. To the extent available, Participants may continue to apply for grants for which they qualify on an individual basis.

3. Ada County Department of Emergency Management (ACDEM). ACDEM shall operate as a separate and independent Department under the administration of the Board. The primary mission of ACDEM shall be to coordinate and integrate an all-hazard, comprehensive, county-wide emergency management program on behalf of all Participants to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk to the citizens and residents of Ada County.

3.1 Director of Emergency Management. The Director of Emergency Management (the "Director") shall be employed by Ada County; provided, however, that the Board shall consult with ACCEM regarding all employment decisions the Board makes regarding the Director, including, but not limited to, hiring, termination, and discipline. Should the Director resign or be terminated, the Board shall appoint an interim Director to discharge all the duties and exercise all the powers of the Director until the selection of a permanent Director is made in consultation with ACCEM.

3.2 Director's Duties. The Director shall be an ex officio, non-voting member of ACCEM, shall attend all meetings of ACCEM, and shall perform such duties for ACCEM as may be established by this Agreement and the Bylaws and as otherwise assigned by ACCEM.

3.3 ACDEM Employees. Ada County shall employ such ACDEM staff members payable out of the Emergency Management Fund as approved in its annual ACDEM budget and shall be responsible for the payment of all staff wages, payroll taxes, fringe benefits and other costs. Upon request, Ada County may provide the services of ACDEM employees to other Participants for the purpose of developing regional core emergency management capabilities.

3.4 Books and Records. Ada County shall maintain in compliance with Idaho Code, books and records for the Emergency Management Fund which shall be available for inspection and review by ACCEM at any time during business hours.

3.5 Fiscal Year. The fiscal or business year of the Board, Council and ACDEM shall begin on the first day of October and end on the last day of September.

3.6 Budget. By May 1 of each year, the Director shall present a preliminary budget and proposed membership dues to ACCEM for consideration and for subsequent incorporation into each Participant's budgeting processes. A final budget will be presented to ACCEM for approval no later than the 1st day of August of each fiscal year. ACCEM shall submit a final recommended budget to the Board no later than August 15th of each fiscal year.

4. Emergency Management Fund. There shall be deposited into the Emergency Management Fund such property taxes, grants (as modified by section 4.2 below), Membership Dues, and such other funds as may be obtained by Ada County or donated to it for the purposes set forth in Idaho Code § 46-1009 and such expenses shall be allowed as may be appropriated in the annual budget for the Emergency Management Fund.

4.1 Membership Dues. Each Participant shall pay annual membership dues in accordance with the terms contained herein to contribute towards funding the ACDEM program ("Membership Dues"). Membership dues for Ada County and each respective city located within Ada County shall initially be equal to thirty-three cents (\$0.33) per resident. For purposes of calculating Membership Dues, the number of residents located within Ada County and each respective city shall be determined annually by ACCEM using the most current population estimates available to ACCEM. Membership dues payable by cities shall be determined by the number of residents in each city. Membership dues payable by Ada County shall include all of the residents inside the geographical borders of Ada County (including cities) plus the number of residents in unincorporated Ada County. Membership Dues payable by Ada County Highway District shall be \$8,900.00 per year. Membership Dues shall be due and payable to the Emergency Management Fund in equal installments on a quarterly basis. Membership Dues may be adjusted annually by ACCEM.

4.2 Grants. Consistent with Section 2.5, Ada County shall apply for grants to fund emergency management capabilities, personnel and operations. Such portions of grants received by Ada County which shall be awarded to fund the programs, personnel and operations of the ACDEM shall be deposited to the Emergency Management Fund.

4.3 Expenses. Consistent with the approved budget, the costs and expenses incurred by Ada County to house, employ staff, and operate the ACDEM program may be assessed against the Emergency Management Fund as any other business expense.

5. Term of Agreement. The Term of this Agreement shall be from _October 1, 2014 to September 30, 2015. Each Participant may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this Agreement for additional annual Renewal Terms. Each annual renewal of this Agreement shall be deemed to be exercised by the Participant upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and

appropriating the amount of money required to make the payments payable for the next fiscal year by the Participant pursuant to this Agreement. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, the approving Participant shall deliver to the Chairman of the Board a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the Participant's governing board adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the Participant for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year.

6. Withdrawal or Termination. Any Participant may withdraw from this joint powers agreement at any time by resolution duly adopted by the Participant and upon written notice to ACCEM; provided, however, no party shall be entitled to a refund of its Membership Dues which have been paid. Upon such withdrawal, the withdrawing party shall no longer be entitled to be a member of ACCEM nor shall it be entitled to receive ACCEM's benefits or services. In addition, ACCEM, upon the affirmative vote of two-thirds (2/3) of its representatives, may terminate any party to this agreement for failure to pay its Membership Dues within thirty (30) days of written demand for such dues.

7. Amendment. This Agreement may be amended only by a writing signed and duly authorized by resolution of each Participant.

8. Counterparts. This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

9. Recitals and Exhibits. The recitals to this Agreement and any exhibit attached hereto are incorporated herein by this reference as if set forth in full herein.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

ADA COUNTY

By: _____
Chairman

Dated: _____

ATTEST:

Christopher D. Rich, Ada County Clerk

ADA COUNTY HIGHWAY DISTRICT

By: _____
President

Dated: _____

ATTEST:

CITY OF BOISE

By: _____
Mayor

Dated: _____

ATTEST:

CITY OF EAGLE

By: _____

Dated: _____

ATTEST:

CITY OF GARDEN CITY

By: _____
Mayor

Dated: _____

ATTEST:

CITY OF KUNA

By: _____

Dated: _____

ATTEST:

CITY OF MERIDIAN

By: _____
Mayor

Dated: _____

ATTEST:

CITY OF STAR

By: _____
Mayor

Dated: _____

ATTEST:

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: Kuna Public Works Projects
NWWTP Parking Project - 2015
Project Design - Consultant

DATE: October 16, 2014

REQUEST: Approve Resolution for J-U-B Agreement

The City of Kuna has created a registry of qualified consultants to perform design on modest sized public works projects. Of the three qualified firms from the registry, J-U-B Engineers was determined to be the best qualified for the above referenced project. The work includes preparing and submitting plans, specifications and contract documents in preparation for bidding and construction.

J-U-B has provided a Professional Services Agreement and an estimate of costs in the amount of \$15,902 for the Scope of Work.

The City Engineer requests the attached Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of J-U-B Engineers are secured for the work. A resolution is attached, which if approved, the Mayor, Clerk and City Engineer are authorized to execute the requisite documents.

The FY2014-15 budget reserves \$38,100 from the Water, Sewer and Irrigation Funds specifically for this project and has reserved additional amounts in the contingency accounts of each Fund.

Attachments:

RESOLUTION NO. R67-2014

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled “J-U-B Engineers, Inc. Agreement for Professional Services”, by and between said city and J-U-B Engineers, Inc., which Agreement is for consulting services related to designing a parking addition at the North Waste Water Treatment Plant and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost fifteen thousand nine hundred and two dollars (\$15,902) 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 October, 2014.

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 10-14-110
J-U-B Project Manager: Josh Elliott

This Agreement entered into and effective this ____ day of October 2014, between City of Kuna, Idaho, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: expand employee parking at the North Wastewater Treatment Plant (NWWTP) hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: See Attachment 1

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Gordon N. Law</u>	Work telephone	<u>208-287-1727</u>
	Address	<u>6950 S. Ten Mile Road</u>	Home/cell phone	_____
		<u>Meridian, ID 83642</u>	FAX telephone	<u>208-287-1731</u>
		_____	E-mail address	<u>gordon@cityofkuna.com</u>

For J-U-B:

1.	Name	<u>Josh Elliott</u>	Work telephone	<u>208-376-7330</u>
	Address	<u>250 S. Beechwood Ave. #201</u>	Cell phone	_____
		<u>Boise, ID 83709</u>	FAX telephone	<u>208-323-9336</u>
		_____	E-mail address	<u>jelliott@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: \\boisefiles\Public\Projects\JUB\10-14-110 - Kuna NWWTP Parking Improvements

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Kuna

NAME
6950 S. Ten Mile Road

STREET
Meridian, ID 83642

CITY / STATE / ZIP CODE

BY (Signature)
Gordon N. Law, City Engineer/Public Works Director

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
250 S. Beechwood Ave. #201

STREET
Boise, ID 83709

CITY / STATE / ZIP CODE

BY (Signature)
Brian Smith, Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Electronic Documents Reuse Provisions

Standard Exhibit B – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse** Provisions apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

RISK ALLOCATION

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, Inc.
Attachment 1 - Scope of Professional Services, Schedule and Fee Basis
FOR
City of Kuna, Idaho (“CITY”)
North WWTP Parking Improvements

SECTION 1 - PROJECT UNDERSTANDING

The CITY intends to expand employee parking at North Wastewater Treatment Plant (NWWTP). The parking expansion will be located where a landscaped area currently exists north and east of the employee parking area. See **Figure 1**. The landscaped area includes existing pressure irrigation and electrical improvements that may be modified as a result of the project; however, service will be maintained to the existing improvements that remain. Any existing vaults that are located within the proposed area of parking improvements will be replaced with traffic rated vaults. The new parking stalls shall include parking bumpers and shall be screened from the adjacent residential property to the north with a site obstructing fence. Any existing vertical curb and gutter will be replaced with valley gutter to facilitate continued storm water conveyance and the new parking area will be outlined with vertical curb and gutter.

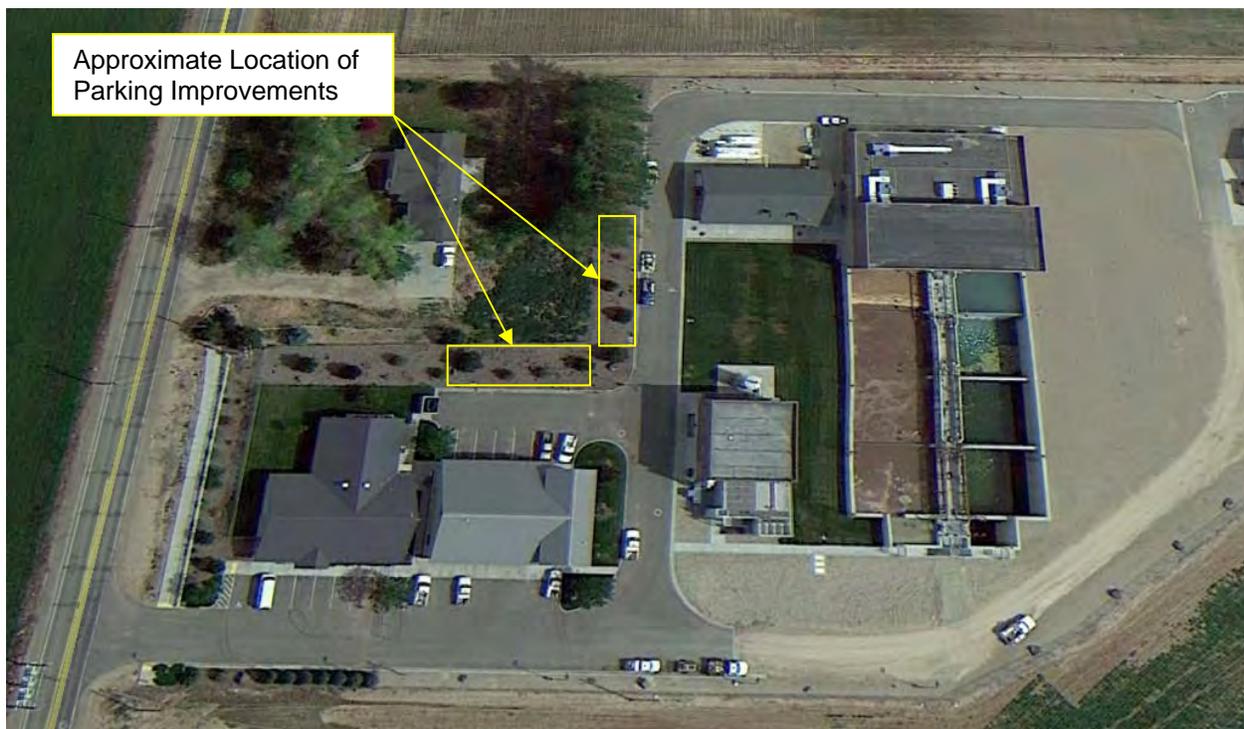


FIGURE 1: NWWTP PARKING IMPROVEMENT GENERAL LOCATION MAP

An outline of the proposed scope was provided by the CITY to J-U-B in a Memorandum dated September 15, 2014. The Memorandum is attached and amended herein to further define the Scope of Professional Services. See Attachment 2.

SECTION 2 – ITEMS TO BE PROVIDED BY THE CITY TO J-U-B AND PROJECT ASSUMPTIONS

The CITY will provide J-U-B with the following:

- Provide ongoing review of J-U-B’s work and timely consideration of preliminary design inquiries within a time acceptable to both the CITY and J-U-B.
- If available, provide record drawings of utilities in the project area including pressure irrigation, and electrical.
- As necessary, provide CITY Standard Revisions to the Idaho Standards for Public Works Construction (ISPMC) and Standard Drawings for incorporation into the Contract Documents
- Provide any existing geotechnical evaluations or reports for the NWWTP site, if requested by J-U-B.
- Provide design review and approval of J-U-B’s prepared construction plans and technical specifications.
- Attend meetings as outlined in Section 3.

Assumptions:

- SWPPP will not be required, as it is anticipated that this project will result in a land disturbance of less than one acre.
- Other than the CITY, no Agency interaction or permits will be required.
- The CITY will provide review and approval of the construction documents.
- CITY will pay for all permits and fees needed to construct the project.
- During construction of the project, the CITY will provide construction engineering, administration, and observation services as necessary, unless the CITY authorizes J-U-B to provide these as additional services.
- CITY will coordinate with adjacent private property owner and will secure right-of-entry, and any easements necessary to construct the improvements unless the CITY authorizes J-U-B to provide these as additional services.
- The horizontal and vertical accuracy of the surveyed points will be commensurate with traditional GPS survey equipment (horizontal = 0.1’, vertical = 0.1’) and the standard of performance for the services is limited to the industry standard of care.
- The survey is limited to the project area identified within the Scope of Services.
- Underground utilities will be surveyed at above ground field locations. Underground locates and utility excavation is not a part of this Scope.
- The Owner will provide entry to the project area upon J-U-B’s notification to the Owner a minimum of 48 hours in advance of the field survey.
- Services requested by Kuna, not identified within the above Scope of Services, will require a new agreement, addendum of the existing agreement, or be charged as additional services.
- Areas where construction staking is to be provided will be clear of obstructions (dirt piles, trees, brush, etc.) which will hinder staking.
- All grade-checking and transferring of lines and grades from the surveyor’s stakes will be the responsibility of the contractor.
- Re-staking lost or destroyed points will be charged against as additional services.

SECTION 3 – SERVICES TO BE PERFORMED BY J-U-B

J-U-B's scope of services is specifically limited to the following:

Task 1 – Project Meetings and Administration

1. **Concept Design Review Meeting:** Attend a review meeting with CITY staff after development of the topographic basemap and the conceptual layout of parking improvements for the purpose of discussing the design concept, obtaining available CITY information, and determining project schedule.
2. **Project Administration and Tracking.** Monitor team progress, action item lists, task deadlines, items needed from CITY, provide documentation, and regular updates to project team or as needed.

Task 2 – Topographic Survey, Preliminary, and Final Design Services

J-U-B will complete a topographic survey of the immediate area where the proposed parking improvements are to occur. The topographic survey shall include the following:

1. **Research and Utility Request:** Research public survey records for control, land monuments, plats, and records of survey for the project area. Contact utility companies prior to survey via Dig-line to request field locations of utilities and available utility mapping.
2. **Survey Control:** Establish site survey control using: horizontal coordinate system, NAD 1983 translated to the Ada County G.I.S. system, and vertical control based on NAVD 1988. Two on-site control points will be established for horizontal and vertical control. Land monuments will be located and shown where found from observations during the field survey.
3. **Topographic Survey:** Survey the topography and features; locate existing above ground utilities and utility company mark outs; and survey existing monumentation, in the immediate vicinity of the proposed improvements.
4. **Base Mapping:** Prepare topographic mapping in Civil 3D 2013 for incorporation into design drawings. Topographic features, monumentation, and control will be depicted on the plans using standard symbols. Provide coordinates of the local temporary benchmarks to be used on project. Property lines will be shown based on the found monuments and research identified above. Utilities will be shown based on the surveyed locations and provided utility mapping.
5. **Additional Services:** J-U-B will provide additional services, not otherwise included herein and as approved or requested by Kuna, on a time and materials basis, in accordance with our term agreement.

Preliminary and final design services will include the following:

6. Concept Design

- a. Develop a preliminary concept design showing the proposed parking improvements including paving, curb and gutter limits, and new fencing.
- b. Prepare the concept design plan showing the base mapping and proposed improvements.
- c. Deliverables:
 - i. Concept improvement plan, (2) copies at scale TBD.

7. 90% Complete Final Design, Plans and Project Manual (City Review Set)

- a. Revise the conceptual plan from the CITY’s review comments as appropriate.
- b. Complete final design of improvements with considerations for the CITY’s review comments, maintaining existing pressure irrigation and electrical systems, constructability, surface disturbance, construction access, demolition plan, potential stem walls, grading, vaults, pressure irrigation modifications, fencing, striping, and other pertinent design issues.
- c. Complete design construction details and incorporate CITY standard notes and details as appropriate.
- d. Prepare 90% complete plan sheets and detail sheets. Plan sheets will be prepared at 1” = 20’ scale, 22”x34” ANSI size “D” sheets. Prepare technical specifications using the 2012 ISPWC, and Kuna’s revisions to supplemental specifications and standard drawings and specifications. Prepare Project Manual using ISPWC general bidding and contracting forms (Advertisement, Bidding Documents, Contract Documents, and Permitting Requirements).
- e. As requested by the CITY, prepare a color exhibit for presentation to the CITY Planning and Zoning (P&Z) Commission showing the proposed improvements. It is assumed that CITY staff will present the exhibit to P&Z and no J-U-B attendance will be required.
- f. Complete an internal QC review with a senior J-U-B engineer.
- g. Prepare an Opinion of Probable Construction Cost.
- h. Deliverables:
 - i. 90% Complete Drawings 1” = 20’, 22”x34” ANSI size “D”, three (3) copies
 - ii. 90% Project Manual with Technical specifications, three (3) copies
 - iii. Opinion of Probable Construction Cost.

8. 100% Plans and Project Manual (City Approved, Bid Ready)

- a. Incorporate applicable CITY and Agency review comments into the plans, project manual and technical specifications.
- b. Submit 100% complete plans and contract documents to the CITY for bidding purposes.
- c. Prepare a final Opinion of Probable Construction Cost.
- d. Deliverables:
 - i. 100% Complete Drawings at 1” = 20’, 22”x34” ANSI size “D”, ten (10) copies
 - ii. Project Manual ten (10) copies
 - iii. Final opinion of probable construction cost.
 - iv. Electronic pdf version of the Plans and Project Manual

Task 3 – Bidding and Construction Assistance

1. Bidding Services

- a. The CITY will respond to bidder inquiries and process all Addenda.
- b. J-U-B will assist the CITY with bidder inquiries regarding the Contract Documents during the bid period as requested by the CITY.
- c. J-U-B will provide Addenda support documents such as revised plan sheets or technical specifications as required during the bid period.

- d. The CITY will publish and pay for the legal Notice for Advertisement of Bids as prepared by J-U-B.

2. Construction Services

- a. Preconstruction Conference: J-U-B will attend the pre-construction conference with the contractor and the CITY as coordinated by the CITY.
- b. Construction Assistance: J-U-B's project manager will be available during construction on an as needed basis as requested by the CITY and may include:
 - i. Shop Drawing and Product Data Reviews: J-U-B will review shop drawing and product data submittals for compliance with the design and contract documents.
 - ii. Construction Administration: As requested by the CITY, J-U-B will assist the CITY in review of claims, change order and work directive preparation, address questions or RFI's, and other construction administration activities.
- c. Construction Staking: J-U-B shall provide one (1) set of construction stakes for the Contractor. The Contractor shall be responsible for protection of the staking and performing independent QA/QC of the staking as the work progresses, and if disturbance has occurred. Re-establishment of the construction staking will be performed on an additional time and materials basis and charged as an additional service. All staking not specifically listed below will be the responsibility of the CITY. Cut-sheets will be provided to the Contractor upon request.
 - i. Curb and gutter:
 - Parking lot curb and gutter will be staked with offsets at angle points, grade changes, and intermediate points necessary for lay out (not to exceed 50') with grades, to the nearest hundredth of a foot, to the top back of the curb.
 - Radius points will be staked if within a reasonable range.
 - Asphalt match lines will be staked or painted upon request at angle points and intermediate points not to exceed 25' separation.
 - ii. Light Pole Bases (As necessary):
 - Light pole bases shall be staked at the center of the base with one offset stake with grade, to the nearest hundredth of a foot, to finish ground or top back curb, whichever applies. If adjacent surface has already been finished, only the horizontal location will be provided.
 - iii. Staking Requests:
 - The client will be responsible for notifying J-U-B at a minimum of 48 hours (excluding weekends and holidays) prior to any needed construction staking.
 - Construction staking should not deviate from the request. Any staking requested beyond the original request may be scheduled as a new request.
 - The client will be responsible for notifying J-U-B of any cancellations to the staking request. The client must contact the J-U-B prior to the departure of the

survey crew from the office or the cost incurred will be charged as additional services.

- The client will be responsible for requesting tasks to be staked in their entirety. Extra drive time for multiple site visits for the same item will be charged as additional services.
- d. Close-out Procedures: It is assumed that the CITY will conduct a walk through with the Contractor and will prepare a punchlist.
- e. Record Drawings: J-U-B will prepare record drawings from drawings received from the Contractor and the CITY's inspector. Deliverables will include the following:
- i. Three (3) paper sets of the record drawings. Each sheet will be sealed by a professional engineer. Each sheet will be sealed by a professional engineer with the disclaimer "These Record Documents have been prepared based on information provided by others. J-U-B Engineers, INC. has not verified the accuracy of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. The seal(s) of the registrants represent that the preparation of these documents was completed by staff under the registrants' supervision".
 - ii. One (1) CD with the complete set of record drawings in PDF format for CITY use.

Task 4 – Additional Services

If approved by the CITY, J-U-B can provide additional bid and construction support services. Services may include bidding administration, construction contract administration, progress meeting attendance, etc. The scope and fee for these services shall be determined at a later date, at the CITY's request.

TIME OF PERFORMANCE

Task Number	Task Name	Schedule*
Task 1	Project Meetings and Administration	Ongoing
Task 2	Topographic Survey, Preliminary and Final Design Services	Within 42* calendar days of Notice to Proceed
Task 3	Bidding and Construction Services	Ongoing throughout bidding and construction
Task 4	Additional Services	TBD

*Assumes 3-day Concept Plan review by the CITY and 5-day final review and approval by the CITY.

COMPENSATION

The CITY will pay ENGINEER for its services and reimbursable expenses on a time and materials not to exceed basis of the totals listed below.

Task Number	Task Name	Amount
Task 1	Project Meetings and Administration	\$874
Task 2	Topographic Survey, Preliminary, and Final Design Services	\$11,204
Task 3	Bidding and Construction Services	\$3,824
Task 4	Additional Services	TBD
	<u>Total: Time & Materials – Not to Exceed</u>	\$15,902

**CITY OF KUNA, IDAHO
ADA COUNTY HIGHWAY DISTRICT PATHWAY PAVING AGREEMENT
RESOLUTION NO. R68-2014**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PAVING AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT VALLEY OFFICE SYSTEMS AS EXECUTED BY THE MAYOR.

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

Section 1. The Agreement with Valley Office Systems in substantially the form of the copy of said Agreement attached hereto and hereby incorporated herein by reference, be and the same is hereby authorized and approved.

PASSED BY THE COUNCIL of Kuna, Idaho this ____day of October 2014.

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

INTERAGENCY AGREEMENT FOR PATHWAY CONSTRUCTION

THIS INTERAGENCY AGREEMENT FOR PATHWAY CONSTRUCTION ("Agreement") is made and entered into this ____ day of _____, 2014, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("DISTRICT" or "ACHD"), and the CITY OF KUNA, a municipal corporation organized under the laws of the State of Idaho ("KUNA").

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way in Ada County; and

WHEREAS, KUNA is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with jurisdiction, authority and police power to regulate and control municipal activities within KUNA; and

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, KUNA operates and maintains an existing asphalt pathway along the Indian Creek greenbelt; and

WHEREAS, KUNA has requested that ACHD install a new asphalt pathway ("Pathway") along the Indian Creek greenbelt, as depicted on Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, DISTRICT is willing to accommodate KUNA'S request, subject to the terms, conditions and obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DISTRICT SHALL:

- a. Be the party responsible for providing the equipment necessary for installation of the asphalt pavement for the Pathway.
- b. Be the party responsible for hauling and installing the asphalt pavement for the Pathway.

2. KUNA SHALL:

- a. Be the party responsible for all site preparation work associated with the Pathway, including but not limited to the installation and grading of sub-base materials.
- b. Be the party responsible for providing the asphalt necessary for installation of the Pathway.
- c. Indemnify, save harmless and defend, regardless of outcome, DISTRICT from expenses and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by KUNA or KUNA's officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the Pathway. Such indemnification hereunder by KUNA shall in no event cause the liability of KUNA for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of DISTRICT. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VIII Section 4, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in this Agreement.
- d. Be the party responsible for maintaining, repairing and replacing the Pathway.

3. THE PARTIES HERETO FURTHER AGREE THAT:

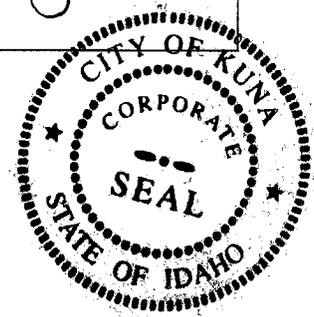
- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.
- c. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- d. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- e. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- f. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.

- g. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- h. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- i. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.
- j. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- k. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- l. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by DISTRICT and KUNA.
- m. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- n. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- o. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- p. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- q. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.

- r. Time shall be of the essence for all events and obligations to be performed under this Agreement. Without limiting the foregoing, in the event that KUNA does not timely comply with any of its obligations hereunder, DISTRICT shall have no obligation whatsoever to facilitate and/or complete the Pathway, regardless of whether prior approval has been given by DISTRICT to KUNA.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ADA COUNTY HIGHWAY DISTRICT	CITY OF KUNA
By:	By: <i>W. Greg Nelson</i>
John S. Franden President, Board of Commissioners	W. Greg Nelson Mayor
ATTEST:	ATTEST:
By:	By: <i>Brenda S. Bingham</i>
Bruce S. Wong Director	Brenda S. Bingham City Clerk



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2014, before me, the undersigned, personally appeared JOHN S. FRANDEN and BRUCE WONG, President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, known to me 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 body.

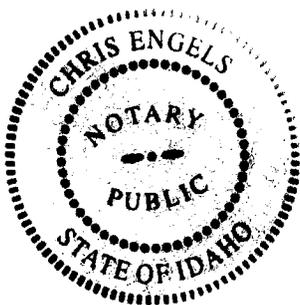
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 14th day of October, 2014, before me, the undersigned, personally appeared W. GREG NELSON and BRENDA S. BINGHAM, Mayor and City Clerk respectively of the CITY OF KUNA, a municipal corporation, known to me 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.



Chris Engels

Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: 10/15/2016

EXHIBIT A



**CITY OF KUNA, IDAHO
TEMPORARY VENDOR FEE SCHEDULE
RESOLUTION NO. R66-2014**

A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING FOR THE FEES FOR CITY OF KUNA, IDAHO ORDINANCE NO. 2014-10 MOBILE VENDOR'S LICENSE.

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

The following Temporary Mobile Vendor Permit Fee Schedule is hereby approved and adopted by the City of Kuna, Idaho:

Thirty (30) day permit- \$15.00

Sixty (60) day permit- \$20.00

Ninety (90) day permit- \$30.00

BE IT FURTHER RESOLVED that if the Vendor has not had any violations during the period of the permit, the City Clerk is authorized to issue a renewal of the permit for an additional ninety (90) days for a renew fee of twenty dollars (\$20.00).

PASSED BY THE COUNCIL of Kuna, Idaho this ____day of October 2014.

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

(Space above reserved for recording)

ORDINANCE NO. 2014-17

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PORTION OF PARCEL S1314137800, CONTAINING ARBOR RIDGE SUBDIVISION NO. 2, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

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

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

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

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

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

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

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

DATED this 7TH day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
ARBOR RIDGE SUBDIVISION NO. 2

A parcel of land located in the West ½ of the SW ¼ of Section 11, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the East Quarter Corner of Section 14;

Thence North 00°19'50" West coincident with the east line of the NE ¼ of Section 14, a distance of 832.12 feet;

Thence South 89°38'43" West, 539.50 feet;

Thence South 00°18'23" East, 53.01 feet;

Thence South 89°56'35" West, 437.13 feet to the **POINT OF BEGINNING**;

Thence along the southerly boundary of Arbor Ridge Subdivision No. 1 for the next 11 calls;

Thence South 89°56'35" West, 7.00 feet;

Thence North 58°07'20" West, 56.72 feet;

Thence North 16°05'24" West, 80.02 feet;

Thence North 20°40'29" West, 76.00 feet;

Thence North 25°15'35" West, 76.00 feet;

Thence North 31°35'02" West, 79.03 feet;

Thence South 58°24'58" West, 97.65 feet;

Thence South 70°15'13" West, 51.09 feet;

Thence South 58°24'58" West, 200.00 feet;

Thence South 47°26'17" West, 50.93 feet;

Thence South 58°24'58" West, 100.00 feet;

Thence South 43°49'25" West, 51.67 feet;

Thence leaving said southerly boundary of Arbor Ridge Subdivision No. 1 along a non-tangent curve to the right for a distance of 220.07 feet with a radius of 400.00 feet and having a chord bearing of South 15°49'21" East, 217.31 feet and a Delta of 31°31'22";

Thence South 00°03'40" West, 389.63 feet;

Thence South 25°42'08" East, 55.46 feet;

Thence South 00°03'40" East, 145.00 feet;

Thence North 89°56'20" East, 521.22 feet along the proposed alignment of West Ardell Road;

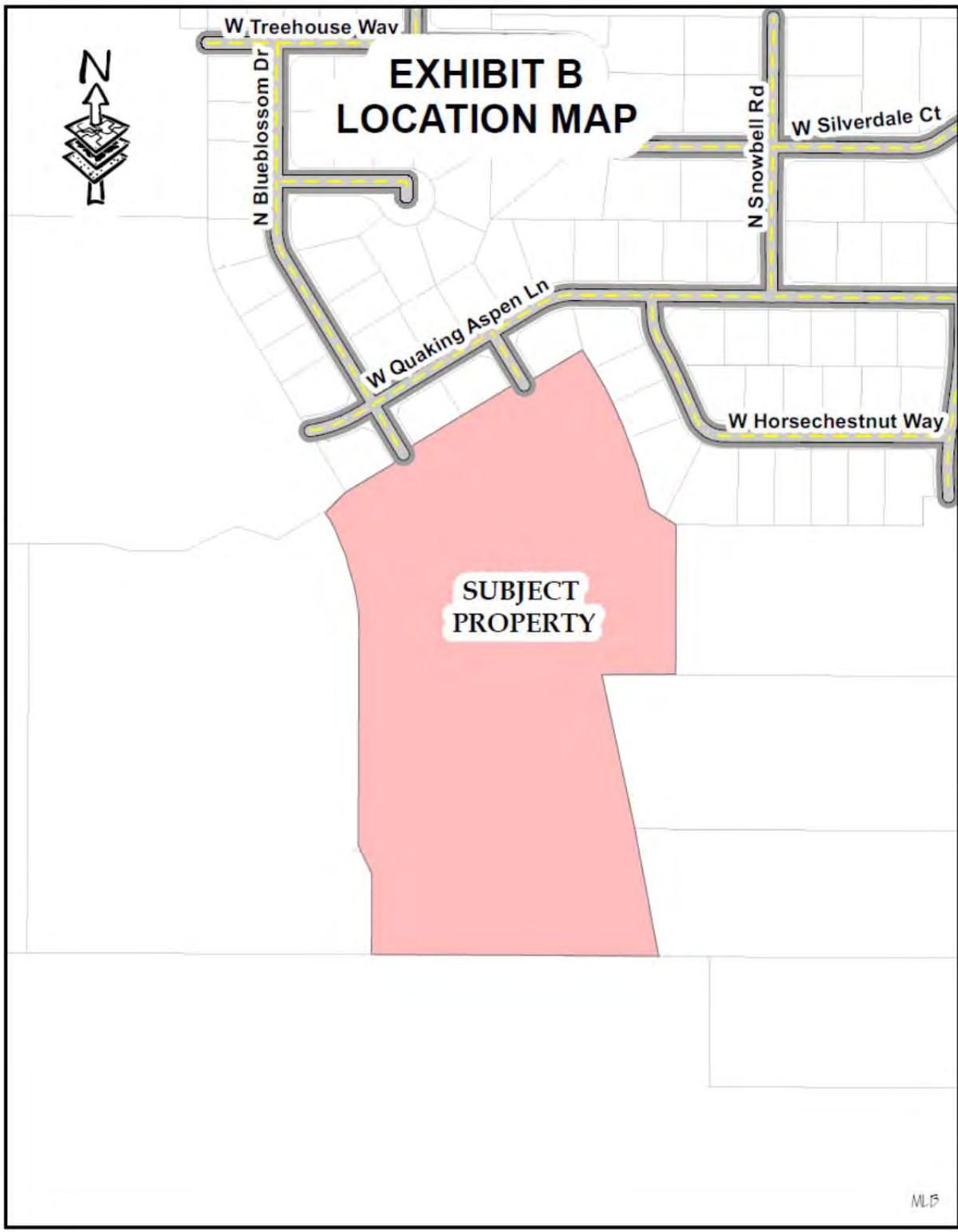
Thence North 10°49'45" West, 233.45 feet;

Thence North 12°29'47" West, 284.70 feet;

Thence North 89°56'35" East, 139.59 feet;

Thence North 00°03'25" West, 269.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 514,337 square feet or 11.81 acres more or less.



CBH|HOMES

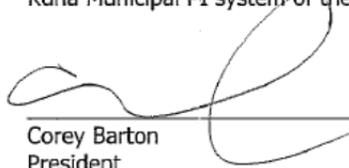
1977 E. Overland Road, Meridian, ID 83642
Phone (208)288-5560 Fax (208)288-5561
www.cbhhomes.com

July 18, 2014

Arbor Ridge #2
Surface Water Rights
Kuna, ID

Dear Gordon,

Please accept this letter as a formal request to the City of Kuna to annex the surface water rights of the Arbor Ridge #2 project, legal description attached hereto as Exhibit "A", into the Kuna Municipal PI system of the City (KMID) from Boise Kuna Irrigation District.



Corey Barton
President
CBH Homes

7-18-14
Date

(Space above reserved for recording)

KUNA CITY ORDINANCE NO. 2014-19

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, NOW KNOWN AS PARCEL R7686240322 AND REFERRED TO AS A PORTION OF LOTS 18 AND 19 BLOCK 2 OF SADDLE RIDGE ESTATES; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the owner of the parcel of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on May 13, 2014, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on May 27, 2014) where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of R-2; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on August 5, 2014, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on August 19, 2014) where it determined that the requested annexation should be granted with a zoning classification R-2; and

WHEREAS, the zoning classification of R-2 is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City.

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel R7686240322, and more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above, shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-2, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-2, zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and within the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 21ST day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR THE ANNEXATION OF
TODD ZIMMERMAN

Commencing at an aluminum cap monument marking the W1/4 Corner of said Section 3 from which the SW corner of said Section 3 bears South 00°06'52" East, 2646.54 feet;

Thence along the West boundary line of said Section 3 South 00°06'52" East, 547.76 feet to the **REAL POINT OF BEGINNING**;

Thence leaving said West boundary line North 89°51'20" East, 1090.15 feet;

Thence North 78°27'00" East, 213.12 feet;

Thence South 27°18'00" East, 128.61 feet to a point on the exterior boundary line of said Lot 19;

Thence along said exterior boundary line the following 12 courses:

Thence South 38°10'43" West, 116.57 feet;

Thence South 04°39'32" East, 70.32 feet;

Thence South 48°28'52" East, 260.83 feet;

Thence South 27°45'00" East, 174.17 feet;

Thence South 68°00'05" East, 46.21 feet;

Thence 181.57 feet along the arc of a non-tangent curve to the right having a radius of 95.00 feet, a central angle of 109°30'26" and a long chord which bears South 47°49'31" West, 155.17 feet;

Thence North 77°25'16" West, 126.69 feet;

Thence 76.04 feet along the arc of a non-tangent curve to the left having a radius of 85.00 feet, a central angle of 51°15'15" and a long chord which bears South 76°57'08" West, 73.53 feet;

Thence South 51°19'32" West, 644.80 feet;

Thence 262.74 feet along the arc of a non-tangent curve to the right having a radius of 285.00 feet, a central angle of 52°49'15" and a long chord which bears South 77°43'48" West, 253.53 feet;

Thence North 75°51'34" West, 102.45 feet;

Thence North 61°01'58" West, 190.82 feet;

Thence leaving said exterior boundary line North 28°58'54" East, 75.00 feet;

Thence North 46°33'59" West, 177.90 feet;

Thence North 52°16'19" West, 123.77 feet;

Thence North 58°48'08" West, 71.27 feet to a point on the East right-of-way line of S. Black Cat Road;

Thence leaving said East right-of-way line South 89°53'08" West, 30.00 feet to a point on the West boundary line of said Section 3;

Thence along said West boundary line North 00°06'52" West, 372.14 feet;

Thence leaving said West boundary line North 89°53'08" East, 30.00 feet to the SE corner of Parcel B as shown on Record of Survey No. 8875, recorded as Instrument No. 110114522, Records of Ada County, Idaho;

Thence along the exterior boundary line of said Parcel B the following 7 courses:

Thence North 89°53'08" East, 310.00 feet;

Thence North 00°06'52" West, 182.93 feet;

Thence North 89°26'30" West, 133.30 feet;

Thence South 87°38'05" West, 38.04 feet;

Thence 24.52 feet along the arc of a non-tangent curve to the left having a radius of 66.13 feet, a central angle of 21°14'48", and a long chord which bears South 79°34'46" West, a distance of 24.38 feet;

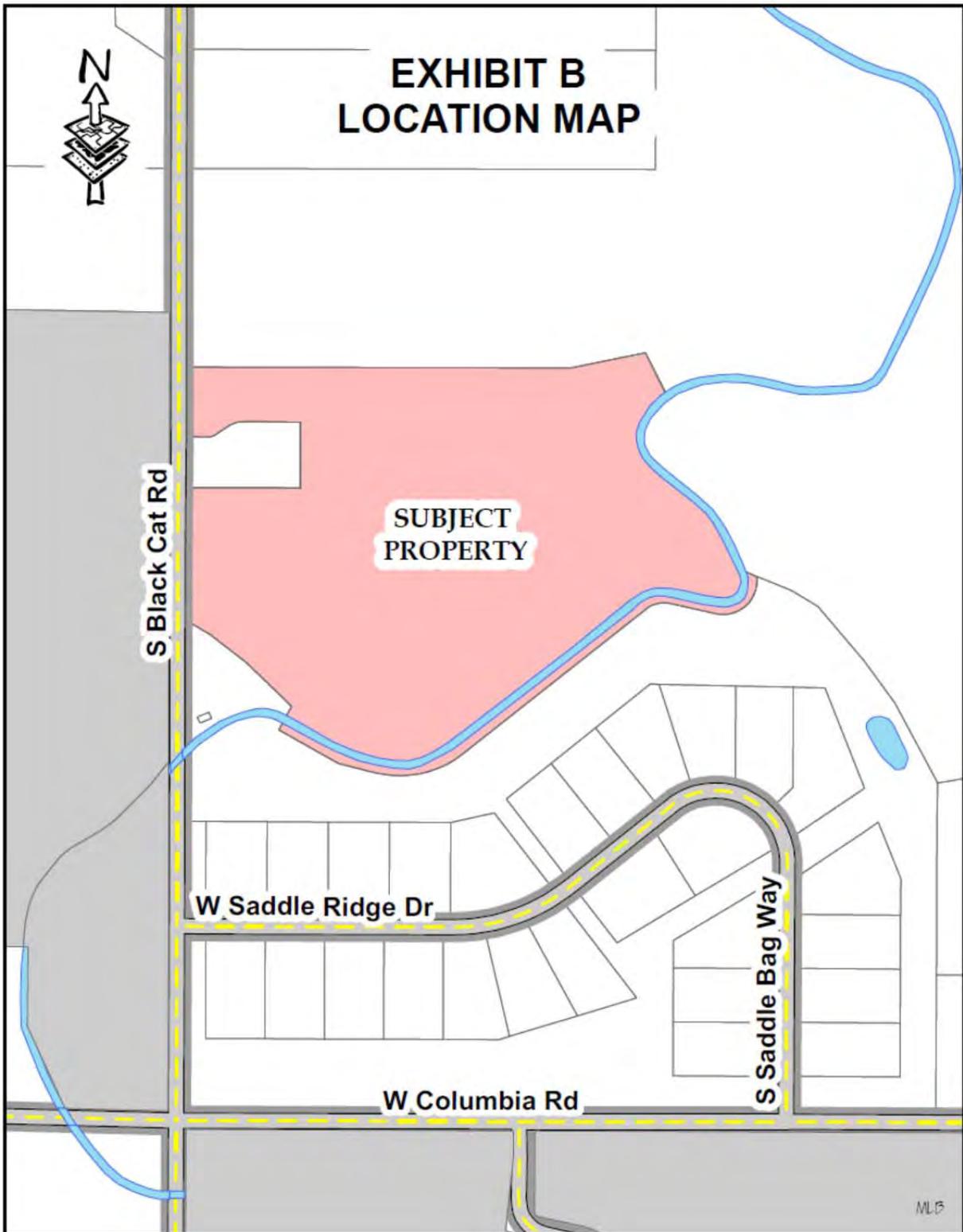
Thence South 52°33'02" West, 49.24 feet;

Thence 24.24 feet along the arc of a non-tangent curve to the right having a radius of 38.48 feet, a central angle of 36°05'44", and a long chord which bears South 70°05'27" West, a distance of 23.84 feet;

Thence North 88°41'42" West, 53.14 feet to a point on the East right-of-way line of S. Black Cat Road;

Thence leaving said East right-of-way line South 89°53'08" West, 30.00 feet to a point on the West boundary line of said Section 3;

Thence along said West boundary line North 00°06'52" West, 192.81 feet;
REAL POINT OF BEGINNING. Containing 28.89 acres, more or less.



**KUNA CITY ORDINANCE NO. 2014-20
AMENDING THE MINIMUM GREENBELT PATHWAY
WIDTH TO NINE FEET (9') WIDE UPON MAKING CERTAIN FINDINGS**

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING A PORTION OF SUBDIVISION REGULATIONS AS CONTAINED IN TITLE 5, CHAPTER 17, AND A PORTION OF VACATIONS, DEDICATIONS AND VARIANCES AS CONTAINED IN TITLE 6, CHAPTER 4, OF THE KUNA CITY CODE TO ALLOW THE CITY COUNCIL TO PERMIT A PATHWAY THAT IS NINE (9) FEET WIDE UPON MAKING FINDINGS THAT THE WIDTH OF NINE (9) FEET IS NOT A SAFETY HAZARD AND IT IS IN THE INTEREST OF THE CITY TO ALLOW THE NARROWER WIDTH WHERE THE CITY HAS A TEN (10) FOOT WIDE GREENBELT PATHWAYS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is matter of public safety and in the best interest of the City of Kuna to amend Chapter 7 Title 3 business code; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY KUNA, ADA COUNTY, IDAHO that:

Ordinance Section 1:

Title 5, Chapter 17 titled, "LANDSCAPING BUFFER WIDTHS FOR PATHWAYS, WALKWAYS, BUILDINGS AND PARKING LOTS" is amended as follows:

Kuna City Code 5-17-14-B

Greenbelt pathway—Landscape buffer requirements: Greenbelt pathways shall be a minimum ten (10) feet wide and located within a thirty-foot wide public easement. The City Council may accept a pathway that is nine (9) feet wide, upon making findings that this width is not a safety hazard and it is in the interests of the City to allow the narrower width. These pathways shall be constructed of a material in keeping with the Americans with Disabilities Act (ADA) accessibility guidelines found in Section 504 of the Rehabilitation Act. Greenbelt pathways located along water bodies shall be placed on one side or the other of the water feature in such a fashion as to provide an uninterrupted pathway alignment and be separated from the water body by the installation of fencing constructed consistent with the fencing standards found in KCC 6-4-2:E. Where possible, the greenbelt pathway shall connect with other pathways.

Title 6, Chapter 4 titled, "REQUIRED PUBLIC IMPROVEMENTS" is amended as follows:

Kuna City Code 6-4-2-H

Greenbelt pathways: Greenbelts pathways are required to be installed at developer's expense within the subdivision to: mitigate land incompatibilities that arise between the subdivision property and the adjoining highways, water bodies, railroad rights-of-way, transmission lines and other like features; or as shown on the Recreation and Pathways Master Plan, as adopted by the City Council. Greenbelt pathways are subject to design review. Subdivision plats shall show the location of greenbelt pathways. These pathways shall be a minimum ten (10) feet wide and located within a thirty-foot wide public easement. The City Council may accept a pathway that is nine (9) feet wide, upon making findings that this width is not a safety hazard and it is in the interests of the City to allow the narrower pathway width. The greenbelt pathway shall feature lighting bollards at appropriate distances, directional signage and landscape consisting of trees, bushes and other organic materials to include an irrigation source. The greenbelt pathway shall feature park benches, vistas at appropriate locations and be marked with mileage indicators for sport and safety purposes. These pathways shall be constructed of a material in keeping with the Americans with Disabilities Act (ADA) accessibility guidelines. Greenbelt pathways located along water bodies shall be placed on one (1) side or the other of the water feature in such a fashion as to provide an uninterrupted pathway alignment and be separated from the water body by the installation of fencing constructed consistent with the fencing standards found in Kuna City Code subsection 6-4-2E. If there are trees located along the water body, these shall be reviewed by the city forester for preservation purpose. Where possible, the greenbelt pathway shall connect with other pathways.

Ordinance Section 2: Severability If any clause, sentence, paragraph, section, or any part of this chapter, shall be declared and adjudged to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect, invalidate, or nullify the remainder of this chapter.

Ordinance Section 3: Full Force and Effect This Ordinance shall be in full force and from and after its passage, approval and publication as required by law.

ADOPTED this _____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Publish:

(Space above reserved for recording)

KUNA CITY ORDINANCE NO. 2014-21

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, NOW KNOWN AS PARCEL S1325233780 AND REFERRED TO AS THE BENJAMIN BERNIER PROPERTY; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the owner of the parcel of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on July 22, 2014, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on August 12, 2014) where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of R-4; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on September 2, 2014, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on September 16, 2014) where it determined that the requested annexation should be granted with a zoning classification R-4; and

WHEREAS, the zoning classification of R-4 is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City.

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel S1325233780, and more particularly described in "Exhibit A" – Legal Description and "Exhibit B" – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above, shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-4, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-4, zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and within the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 21st day of October 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR THE ANNEXATION OF
BENJAMIN BERNIER

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the NW corner of the SW 1/4 of the NW 1/4 of said Section 25 (N1/16 corner) from which the W 1/4 corner of said Section 25 bears South 00°00'00" West, 1331.38 feet;

Thence along the West boundary line of said Section 25 South 00°00'00" West, 2.00 feet to the **REAL POINT OF BEGINNING**;

Thence continuing along said West boundary line South 00°00'00" West, 358.00 feet;

Thence leaving said West boundary line South 87°45'45" East, 270.63 feet;

Thence North 01°27'42" East, 126.51 feet to a point on the centerline of the South Railroad Canal;

Thence along said centerline the following 4 courses:

Thence North 42°41'27" West, 111.56 feet;

Thence North 46°28'00" West, 145.92 feet;

Thence North 54°14'57" West, 80.28 feet;

Thence North 64°52'54" West, 29.90 feet to the **REAL POINT OF BEGINNING**.
Containing 1.60 acres, more or less.

