



CITY OF KUNA

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

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

WEDNESDAY, NOVEMBER 5, 2014

7:00 P.M. REGULAR CITY COUNCIL MEETING

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

CITY OFFICIALS

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

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

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

CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AGENDA
WEDNESDAY, NOVEMBER 5, 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: Randy Maxwell, 7th Day Adventist

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 October 21, 2014 Regular Meeting

B. Accounts Payable Dated November 5, 2014 in the Amount of \$146,454.22.

C. Alcohol Licenses:

D. Resolutions:

1. Adopt Resolution No. R69-2014 Approving the Execution of an Addendum No. 1 to an Existing Professional Services Agreement with Keller Associates to the Park-to-4th PI Main

2. Adopt Resolution No. R70-2014 Agreement with B&A Engineers to Design the Deerhorn Sewer Main

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH B&A ENGINEERS, INC. TO DESIGN THE DEERHORN SEWER MAIN (2015) PROJECT, AUTHORIZING THE CONTRACT AMOUNT OF \$15,245.00; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

E. Findings of Facts and Conclusions of Law:

1. 02-05-AN, Sub, PUD (Conditions of Approval Modification) Crimson Point Subdivision – DB Development, LLC

Requests for modification of the conditions of approval for the Crimson Point PUD subdivision development at the NWC of Deer Flat and Ten Mile Roads. This request is for the requirement for single-story homes along the entire north boundary of the project be removed allowing two-story homes to be built on the remaining open lots.

2. **Citizen’s Reports or Requests:**

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

4. **Business Items:**

A. 14-03-LLA – Reid Lot Line Adjustment (LLA) – Troy Behunin, P&Z

Applicants seek this LLA to solve several long standing issues. The fence shared with their east neighbors is ten feet (+/-) west of the property line. This request is to move the property line to match the fence line. Their request includes combining the parcel to the west (R0615000800) of the Reid’s primary lot with their primary lot (R0615000868). The Reid’s are also caring for other items, including moving other fences to match actual property lines.

B. 14-02-FP – Final Plat; Silver Trail No. 1 – Troy Behunin, P&Z

Applicant is requesting Final Plat approval for Silver Trail Subdivision No. 1, which proposes 41 residential lots and five (5) common lots.

C. 14-03-FP – Final Plat; Arbor Ridge No. 2 – Troy Behunin, P&Z

Applicant is requesting Final Plat approval for Arbor Ridge Subdivision No. 2, which proposes 41 residential lots and two (2) common lots.

D. Consideration to Approve Resolution No. R71-2014 Brass Guys Permit

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE ISSUANCE OF A PERMIT TITLED “PERMIT NO. 2014-A”, BY AND BETWEEN THE CITY OF KUNA, IDAHO AND BRASS GUYS, WHICH PERMIT SETS CONDITIONS FOR THE DISCHARGE OF PROCESSED WASTE WATER BY BRASS GUYS INTO THE KUNA SOUTH WASTE WATER TREATMENT PLANT; ESTABLISHING A FEE OF FIFTY DOLLARS PER ONE THOUSAND GALLONS (\$50/1,000 GAL) FOR THE SAME; AND AUTHORIZING THE MAYOR TO SIGN THE SAME.

E. Consideration to Approve Resolution No. R72-2014 Tax Deed Due Process Hearing – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING THE IRRIGATION TAX DEED DUE PROCESS HEARING FOR A RECORD OWNER OR ANY PARTY IN INTEREST TO HAVE AN OPPORTUNITY TO BE HEARD, TO CONFRONT AND

CROSS-EXAMINE ANY EVIDENCE OR WITNESS AGAINST THE RECORD OWNER, AND OBTAIN AND PRESENT EVIDENCE ON BEHALF OF THE RECORD OWNER OR ANY PARTY IN INTEREST ON DECEMBER 16, 2014 AT 7:00 P.M.; AND ESTABLISHING THE COST FOR THE PREPARATION, SERVICE AND PUBLICATION OF THE TAX DEED DOCUMENTS AT TWO HUNDRED DOLLARS (\$200.00).

1. Legal Notice of Pending Tax Deed Due Process Hearing for Oasis Properties
2. Legal Notice of Pending Tax Deed Due Process Hearing for Percolla and/or Wells Fargo
3. Legal Notice of Pending Tax Deed Due Process Hearing for Percolla

5. Ordinances:

6. Mayor/Council Discussion Items:

7. Announcements:

8. Executive Session:

- A. Executive Session Pursuant to Idaho Code 67-2345(c) for the Purpose of Discussing Acquisition of Real Property

9. Adjournment:

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CITY OF KUNA
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 21, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR CITY COUNCIL

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

CITY STAFF PRESENT: 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 7:10 p.m. Roll call reflected Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

Invocation: Karen Hernandez, United Methodist Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda: (Timestamp 00:01:51)

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.

1 C. Alcohol Licenses:
2

- 3 1. Lima Limon Peruvian Restaurant, 751 W 4th Street, Liquor-by-the-Drink, On Premise
4 Beer
5

6 D. Resolutions:
7

- 8 1. Adopt Resolution No. R63-2014 Accepting Utility Easement from Lete Family
9 Revocable Trust
10

11 E. Findings of Facts and Conclusions of Law:
12

13 **Council Member Buban-Vonder Haar moved to approve the Consent Agenda as**
14 **presented. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
15

16 **2. Citizen's Reports or Requests:**
17

- 18 A. Fee Waiver Request from Mark Barnes, Kuna Melba News, and Ronnie Soldano,
19 Synchrnyze Photography, for use of Bandshell at Bernie Fisher Park on November 3,
20 2014 for a Public Holiday Photography Event – Mark Barnes, Editor, Kuna Melba News
21 (*Timestamp 00:02:48*)
22

23 Mark Barnes, Kuna Melba News Editor, explained the desire to hold a free photography
24 event for family photos. Ronnie Soldano is the photographer who photographs all the
25 Kuna High School football games. Mr. Soldano wants to give a gift to the community by
26 offering free portrait sittings. The digital file of the photographs will be provided to the
27 participants. This is open to the public and free donuts and cider will be provided.
28

29 **Council Member Buban-Vonder Haar moved to approve the fee waiver request for**
30 **the Holiday Photography Event to take place on Nov 3rd at the bandshell. Seconded**
31 **by Council Member Stear, all voting aye. Motion carried 4-0.**
32

33 **3. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
34

- 35 A. Development Agreement Modification 08-08-DA; Linder Farms – Troy Behunin, P&Z
36 Applicant requests modification of the Development Agreement (DA) for Linder Farms,
37 one-half mile south of Lake Hazel on the west side of Linder Road. This application
38 requests adding Bus Guide Tours through corn fields and paintball activities to the
39 recorded Development Agreement. (*Timestamp 00:06:25*)
40

41 Troy Behunin explained the request is from Matt Ogle with Zombie Acres, LLC, based
42 out of Boise noting they would like to permanently add a paint ball feature to the existing
43 Development Agreement allowed uses for the Linder Farms Agritainment business.
44
45
46

1 Mr. Behunin explained the activities being proposed for this land use are not related to the
2 approved list of Agritainment businesses. All of the noticing procedures have been met
3 and they have exceeded the requirements for notifying the neighbors. As a Development
4 Agreement Modification request, it did not go to the Planning and Zoning Commission
5 but came directly to the City Council because they are the deciding body.
6

7 Matt Ogle and Zach Garner, partners of Zombie Acres, explained their business is
8 designed to provide entertainment in the valley. They wanted to bring something
9 completely different for the fall season. They have rigged school buses with paint ball
10 guns anchored to the windows with safety controls in place so they cannot shoot out into
11 the crowds. Patrons enjoy a 21 minute ride through the corn fields so they can shoot at
12 moving targets. They want to make sure they are following all the right steps to operate
13 properly.
14

15 It was noted last year was the first year with an estimate of 100 patrons per hour but this
16 was changed to an estimate of 41 patrons per hour for this year. The event was set up on
17 the south side of the corn maze last year but has been moved to the north side closer to the
18 parking lot for this year to be more noticeable and for safety purposes.
19

20 Mayor Nelson opened the Public Hearing at 7:26 p.m.
21

22 **OPPOSED - Deborah Johnson**, 6801 S. Linder Road, Meridian, Idaho, has lived at this
23 address since 1994 and gave a history of her involvement with Linder Farms. On
24 September 4, 2007, file # 2007- 00173 Temporary Use Application was filed to allow
25 Linder Farms to add tractor pulled hay rides, straw bale mazes, bounce house area, barrel
26 train rides, concession stand, pumpkin carving kits, and parking for 250 vehicles. The
27 property contained 14.72 acres.
28

29 On September 13, 2007, Ms. Johnson responded to the Ada County Development
30 Services explaining they did not object to the temporary permit as presented. Their
31 biggest concern was the traffic and the unprotected intersection at Linder and Lake Hazel.
32 There were only two stop signs at that time. In her letter, she explained to Ada County
33 that people were going there to pick their favorite pumpkin, discovering their way through
34 the straw maze and enjoy hot chocolate. If she had known then what Linder Farms would
35 be today, that letter would have been totally different. She pointed out the growth of the
36 business over the last few years which meant many more vehicles. More than 50% of the
37 vehicles traveling down Linder Road at 5 p.m. turn in to Linder Farms. (Pictures were
38 provided to the Council.)
39

40 She asked the Council to disallow any additional permitting at Linder Farms.
41

42 Ms. Johnson lives approximately 350 – 400 feet away from Linder Farms and the event is
43 supposed to end at 10 p.m. but it is after that time before everything quiets down.
44

45 *(Timestamp 00:22:15)*

46 **SUPPORT - Randy Feist**, 7165 S. Linder Road, Meridian, Idaho, owner of Linder Farms,
47 stated that a lot of what Deborah said is true. They have grown substantially and are very

1 happy with their success but also would like to be a good neighbor. Linder Road is a
2 paved road but the parking lot is a hay field. Various items such as dust, loud music,
3 traffic and cars parking along Linder Road were discussed at a neighborhood meeting a
4 couple of years ago. Bands have been asked to turn down their amplifiers and the stage is
5 pointed away from the neighbor's homes. They hire parking attendants to avoid parking
6 along Linder Road.
7

8 Mr. Feist works full time at Micron and the home business is a hobby. He stated this is
9 his eleventh season and averages a profit of approximately \$4,000 per season. They enjoy
10 providing family entertainment and feels they make a lot of people happy.
11

12 **OPPOSE - Steven Johnson**, 6801 S. Linder Road, Meridian address because they have
13 not annexed into Kuna. He and his wife bought the property in 1994 thinking they were
14 moving away from the noise and congestion of the city and built the first new home on
15 Linder Road between Lake Hazel and Columbia in at least 40 years. They never expected
16 that an amusement park would be built 600 to 700 feet away. They fear the commercial
17 business will negatively affect their property values in the future. Even though the event
18 is only 5 weeks per year, they suspect others would not like it if they lived as close as they
19 do.
20

21 He realizes what he has just spoken about may not have much bearing on the council
22 decision but it should be an easy decision because Linder Farms has not shown
23 compliance with their past permits. He asked if the city or county ever follows up to
24 make sure permits are being adhered to. From his point of view, it does not appear so.
25 From a public safety standpoint, Linder Road is a 50 MPH speed zone. Why have no
26 steps been taken to provide the proper turn lanes into Linder Farms and why have
27 additional parking areas been added without proper permits being applied for from
28 ACHD. This type of commercial enterprise should never have been built and allowed in
29 the first place. Do not allow them to continue in this growth without the proper
30 restrictions being enforced.
31

32 Please send notices to all properties affected since the growth has expanded to other home
33 owners within the 300' guidelines. The area of the original permitting has grown
34 substantially to encroach upon another subdivision much closer to Columbia Road. You
35 will see there are more things that will be happening in regards to this matter in the future.
36

37 **SUPPORT - Richard Durrant**, 7590 S. Ten Mile Road, Meridian, signed up to testify
38 because he does most of the farming operations for Randy in growing the pumpkins and
39 corn fields. He thinks it is a wonderful opportunity to get people there to see agricultural
40 processes and for families to enjoy. It is strictly a family operation and understands there
41 is a fine line between a growing profitable business and trying to keep the neighbors
42 happy five weeks out of the year. They put up straw bales on the north side to help
43 deaden the sound and as a safety precaution for paint balls. He has no ownership in the
44 business but enjoys farming.
45

46 **OPPOSE - Cherie Tucker**, 6991 S. Linder Road, property directly to the north of Linder
47 farms. In 2012, she and her husband paid \$470,000 to purchase their home and 12 acres

1 in the country to enjoy country lifestyle. When they viewed their home, they enjoyed the
2 peace and quiet, the view and options to raise livestock and to do farming. In September
3 of that year, their neighbor to the south opened their corn maze and pumpkin patch. Their
4 primary complaints are the constant traffic on Linder Road, loud music, air horns, car
5 alarms, screaming, loud speakers and bright lights on after 11 p.m. The noise is audible
6 on their property and the lights are bright enough to see for miles.
7

8 After their first year of living on their farm, they voiced their concerns to the Feist's
9 during the neighborhood meeting. They brought up parking issues on Linder Road,
10 amplified noise from bands, and glaring flood lights. They obtained a copy of the permit
11 issued by the council for the operation of Linder Farms which is titled a Farmer's Market
12 and Agritainment. During a conversation with Randy Feist he indicated he was not sure
13 what was in the permit. Randy offered to point the speakers away from her house as a
14 compromise. She told Randy during the meeting that her expectation of him was to
15 follow the restrictions of the permit which states noises from Linder Farm should not be
16 heard beyond the property line. This has not happened in the subsequent seasons. The
17 parking concern on Linder Road has been remedied for the most part.
18

19 More noise has been added due to Zombie Acres paintball guns and constant bus engine
20 revving. This can be heard inside her house with her windows closed and TV on. This
21 does not cease at 10 p.m. per the Ada County criminal code for noise disturbances.
22 Linder Farms is active well after 10 p.m. six nights a week and as advertised on their
23 website.
24

25 She strongly opposes any new permits for Linder Farm activities. The Agritainment as it
26 is being operated now is a detriment to the area and detracts from their property values.
27 There are numerous and constant violations of the current permit issued for Linder Farms
28 in 2008. Apparently there is no enforcement of the Special Use Permit even after
29 complaints from neighbors.
30

31 She is concerned about the high volume of traffic on Linder Road. There are no turn
32 lanes for vehicles going in or out. Parents drop off their children and then make a U-turn
33 on Linder.
34

35 The permit issued in 2008 for a corn maze, pumpkin patch and farmers market may have
36 been appropriate had it been kept small. Various different rides have been added making
37 it more like a fair or an amusement park. The additional activities have brought more
38 traffic, pollution and noise. As property owners, they will not tolerate it and urged the
39 council to vote no.
40

41 **SUPPORT - Matt Ogle**, 13999 W. Wainright Dr., Boise, stated he is one of the owners of
42 Zombie Acres responded they have done everything they can to contain the noise out of
43 concern for the neighbors. One of the buses has a bad clutch and may be the reason for
44 revving engines. He called John Tucker last night in regards to the meeting. The idea of
45 the lights is to maintain a dark sky effect for Zombie Acres. The bright lights are for
46 safety purposes at Linder Farms. It was noted that Zombie Acres was in operation last
47 Friday night.

1 (Timestamp 00:41:48)

2 OPPOSED - **John Tucker**, 6991 S. Linder Road, clarified that they wrote the letter to the
3 council regarding concerns. He doesn't have anything against the Feist's, they are good
4 people, but he is taking a stand against Linder Farms. He stated they were not given the
5 opportunity for input regarding a temporary permit that was approved without their
6 knowledge. He is a disappointed and frustrated neighbor. Some of the main issues were
7 highlighted in the letter. (A packet of information was provided to the council.) Noise,
8 traffic, lights and laws are his main complaint. Car alarms are set off so people can find
9 their cars. Air horns signify the start or end of rides. Revving bus engines are heard
10 repeatedly. Screaming, traffic, illegal drop offs, U-turns, etc. are concerns that were
11 pointed out.

12
13 He stated there is a blatant disregard for the laws of the state, county and city. The current
14 permit has been in place for six years and the majority of what is in the permit has not
15 been complied with as regulations. They do not want another attraction. It has grown
16 enough that it is a problem. He lives in an agricultural area and does not want to live in a
17 commercially zoned area. He is upset that Linder Farms is sanctioned by a permit to run
18 off of 14.72 acres but instead is using more than 50 acres. Someone needs to regulate the
19 permit that was issued. He stated his letter and handout describes the nuisances very well
20 and feels they articulate that he is done being subject to the violations of the law. He will
21 be signing misdemeanor citations for the violations of the state, county and city codes if
22 these things continue. He urged a no vote and no more expansion for Linder Farms.

23
24 A discussion took place regarding the area of land being used for the business. Troy
25 Behunin explained a one-time temporary permit was issued by the county in 2007. They
26 annexed into the city in 2007-08 and obtained a Special Use Permit (SUP) along with the
27 annexation and development agreement.

28
29 Chief Dusseau took a call from Mr. Tucker yesterday where he explained his situation but
30 they have not had any complaints reported on Linder Farms.

31
32 More discussion took place regarding the land use and acreage being accessed.

33
34 Richard Roats explained the difference between the SUP and the Development
35 Agreement and what they are intended to do. It is an Agricultural Zone but it is the
36 Agritainment that was permitted with conditions. The definitions of Agritainment were
37 read for clarification and discussed.

38
39 Council Member Jones reported on his visit to Linder Farms noting concerns with items
40 on the Development Agreement (DA) that may not have been implemented such as gravel
41 in the parking lot and whether or not the additional lighting was properly installed.

42
43 (Timestamp 01:07:40)

44 Mr. Behunin reported the 14.2 acres mentioned on the SUP was the acreage used to
45 identify the size of the Feist's property because the annexation, the SUP, the zoning, the
46 DA was all tied to the Feist property. He also explained the code enforcement concerns
47 due to lack of staff to cover this need and only operate on a complaint basis only. He

1 made clarification that the application before the council is about Zombie Acres and not
2 about Linder Farms. Zombie Acres was a use proposed that did not fit any of the
3 approved uses that were labeled in 2008. This is a request for modification of the DA.
4

5 Attorney Roats explained the need to decide if this is a permitted use within the DA as
6 Agritainment and what land it is being proposed on. He suggested the remaining speakers
7 be heard, the public hearing closed and the item tabled so the questions can be researched.
8

9 *(Timestamp 01:24:12)*

10 **OPPOSED - Brian Luckie**, 7714 S. McLintock Place, south of Linder Farms, expressed
11 concern on the traffic. He has lived in subdivision for 13 years. He has learned that all
12 the property behind him is annexed into the city which is a concern to him if Linder
13 Farms is not operating within their parameters. He has his own personal property to
14 protect with regards to noise, lighting and paint balls. He expressed concern on his girls
15 driving down Columbia to Meridian Road before the traffic light was installed due to the
16 number of accidents that occurred. Serious accidents occurred before good traffic
17 controls were in place. We are facing that same situation on Linder now. People are
18 irritated and attempting to pass vehicles at a speed of 50 MPH. Ada County needs to look
19 at this area so safety issues can be addressed. He appreciates the honesty of Mr. Feist and
20 wants him to have a healthy business but wants him to operate within the proper
21 parameters.
22

23 **SUPPORT – E. Zach Garner** signed the list but did not testify.
24

25 **Randy Feist** stated he has not studied the DA and it is difficult to understand. He did not
26 get a permit from the City of Kuna to install lights. He obtained electrical permits from
27 the state. He is willing to work with the city on whatever things he needs to do different.
28 He feels his business is an asset to the community and is an inconvenience to him and his
29 immediate neighbors but it is for five weeks. They do not have loud music playing up
30 until 1 a.m. There are lights on after closing due to clean up and making sure everyone is
31 out of the corn maze. A great deal of what they are saying is true. He does not want it to
32 be intrusive. He wants it to be good for the community and tolerable for him and the
33 neighbors. If they can make it better he will do that. He wants to continue the success
34 he's had being an asset to the community. They received a letter from the superintendent
35 of schools thanking them for providing a place for kids to have entertainment. They
36 employ 170 people, primarily high school students.
37

38 Mayor Nelson closed the Public Hearing at 8:43 p.m.
39

40 **Council Member Buban-Vonder Haar moved to table the Development Agreement**
41 **Modification 08-08-DA so that staff can do some additional research and discussion**
42 **for the next meeting Wednesday, November 5th. Seconded by Council Member**
43 **Jones, all voting aye. Motion carried 4-0.**
44

45 **Council Member Buban-Vonder Haar moved to table the Development Agreement**
46 **from her previous motion and for the Development Agreement Modification 08-08-**

1 **DA to be discussed at the November 18th meeting instead of the November 5th**
2 **meeting. Seconded by Council Member Jones. Discussion followed.**
3

4 Discussion took place from John Tucker asking about the temporary permit. Wendy
5 Howell explained they do not have a SUP to operate. Last year they operated under a
6 Temporary Vendors Permit and are operating this year under the same provisions.
7

8 More discussion followed regarding the current permit. Discussion also took place on
9 Christmas Lights.
10

11 Mr. Feist explained the person he was partnering with to do the lighting show started
12 advertising before getting an amendment to the DA. He worked with Troy Behunin,
13 notified the neighbors, held the neighborhood meeting and learned the neighbors did not
14 want the light show so they cancelled it.
15

16 **Mayor Nelson stated there is a motion on the table for tabling the item until the 2nd**
17 **meeting in November. More discussion followed.**
18

19 Richard Roats just learned that it was a verbal authorization from the department to
20 operate. He will start first thing in the morning to get it sorted out. If there is a need to
21 get something resolved then a special meeting will be called.
22

23 Mayor Nelson stated they are authorized to continue operating at this time until the
24 Council decides they are not.
25

26 Richard Roats clarified they are operating right now under direction that their business is
27 Agritainment and it is within that included DA which would give them the permit to
28 operate. There is not a SUP. Linder Farms is operating under the DA and have partnered
29 with Zombie Acres to allow them to operate the Zombie Acres under that DA. The
30 question is whether it is included with the acreage they have the authority to operate
31 within.
32

33 **The Mayor stated there is a motion and a second for Development Agreement 08-08-**
34 **DA to be tabled until the 2nd meeting in November. All voted aye. Motion carried 4-**
35 **0.**
36

37 B. J&M Sanitation – Tim Gordon, J&M Sanitation, Inc. (*Timestamp 01:51:47*)
38

39 A Public Hearing to Gather Public Testimony Concerning a Proposed Increase in the
40 Solid Waste Collection Service Fees Charged by J&M Sanitation Pursuant to City of
41 Kuna Ordinance No. 679 Establishing a System for the Collection, Hauling and Removal
42 of Solid Waste within the City and Establishing Fees on the Collection thereof.
43

44 Chad Gordon, 5661 Swan Falls Road, Operations Manager for J&M Sanitation reported
45 Tim Gordon has had previous discussions with the council and has also been working
46 with John Marsh on a proposal for a rate increase of 8%. Last increase was six years ago.

1 The proposed rates were included with the packets. A proposal was also made for a
2 mandatory one cart per household.

3
4 Recommendation was made to change the language on the resolution from “Trash carts
5 will be supplied.” to read “A trash cart will be supplied.”

6
7 Mayor Nelson opened the Public Hearing at 9:09 p.m. reporting no one signed the list to
8 speak. An invitation was extended to the audience to make public comment. There being
9 no testimony offered, the hearing was closed.

10
11 1. Consideration to Approve Resolution No. R56-2014 J&M Sanitation Fee Schedule

12
13 A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE SOLID
14 WASTE FEE SCHEDULE FOR J&M SANITATION; AND PROVIDING AN
15 EFFECTIVE DATE OF NOVEMBER 1, 2014.

16
17 **Council Member Buban-Vonder Haar moved to approve Resolution No. R56-**
18 **2014 with the one modification in Exhibit A with all of the descriptors for the**
19 **customers who previously didn’t receive a cart but provided their own, the**
20 **language would be changed so that the very last portion of it would say “A trash**
21 **cart will be supplied.” instead of “Trash carts will be supplied.” Seconded by**
22 **Council Member Stear, all voting aye. Motion carried 4-0.**

23
24 C. Pathway Width – Richard Roats, City Attorney (*Timestamp 02:02:07*)

25 A Public Hearing To Take Testimony Concerning The City’s Request To Amend A
26 Portion Of Subdivision Regulations As Contained In Title 5, Chapter 17, And A Portion
27 Of Vacations, Dedications And Variances As Contained In Title 6, Chapter 4, Of The
28 Kuna City Code To Allow The City Council To Permit A Pathway That Is Nine (9) Feet
29 Wide Upon Making Findings That The Width Of Nine (9) Feet Is Not A Safety Hazard
30 And It Is In The Interest Of The City To Allow The Narrower Width Where The City Has
31 A Ten (10) Foot Wide Greenbelt Pathways Requirement. At the Conclusion of the Public
32 Hearing, the City Is Recommending That Council Adopt The Proposed Findings Of Fact
33 And Conclusions Of Law As Provided For In The Staff Report. (Note: Ordinance No.
34 2014-20 Is In Section 5.)

35 Mayor Nelson reported no one signed up to speak at the Public Hearing.

36
37 Attorney Roats explained currently the path is required to be 10’ wide. ACHD is
38 donating materials and labor to extend the pavement on the greenbelt but the paving
39 machine is only 9’ wide. Recommendation has been made by the Planning Commission
40 for Council to approve amendment to the ordinance. Amending the code keeps the 10’
41 requirement unless City Council makes a special finding of a 9’ path to be in the best
42 interest of the city.

43
44 Approval of the ordinance will take place under agenda item 5C.
45

1 D. Release of Development Agreement for McDonald's – Richard Roats, City Attorney
2 (*Timestamp 02:06:23*)
3

4 Attorney Roats explained the conditions of the Development Agreement related to the
5 Ridley's Family Project have been satisfied and gave recommendation that the conditions
6 of the Profile Ridge Development be released from Lot 8 Block 1 of the Ridley's Family
7 Center Subdivision.
8

9 No one signed up to speak at the Public Hearing for this agenda item.

10
11 1. Resolution R64-2014 McDonald's
12

13 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE
14 MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT
15 RELEASING THE DEVELOPMENT AGREEMENT FROM LOT 8, BLOCK 1
16 OF THE RIDLEY'S FAMILY CENTER SUBDIVISION NO. 1
17

18 **Council Member Stear moved to adopt Resolution No. R64-2014. Seconded by**
19 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
20

21 E. Release of Development Agreement from the Falcon Ridge School Property – Richard
22 Roats, City Attorney (*Timestamp 02:09:14*)
23

24 Attorney Roats briefly explained in March 1, 2011 when the permanent school had not
25 been constructed it violated the Development Agreement (DA). Council took action to
26 declare the DA was in default. The School obtained a Special Use permit and built the
27 school which took care of the DA which is recorded on the property.
28

29 No one signed up to speak at the Public Hearing for this agenda item.

30
31 1. Resolution No. R65-2014 Falcon Ridge School Property
32

33 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE
34 MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT
35 RELEASING THE DEVELOPMENT AGREEMENT FROM THE FALCON
36 RIDGE SCHOOL PROPERTY.
37

38 **Council Member Stear moved to adopt Resolution No. R65-2014. Seconded by**
39 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
40

41 **4. Business Items:**
42

43 A. Continued Discussion for Consideration to Approve Resolution No. R51-2014 Integra
44 Service Agreement – Richard Roats, City Attorney (*Timestamp 02:11:31*)
45

46 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE
47 INTEGRA SERVICE AGREEMENT TO UPGRADE THE INTERNET SERVICE

1 TO ACCEPTABLE STANDARDS FOR THE SAFETY, WELFARE AND
2 PROTECTION OF THE CITY AND THE PUBLIC AND TO THE CITY OF
3 KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE
4 AGREEMENT.

5
6 **Council Member Stear moved to approve Resolution No. R51-2014. Seconded by**
7 **Council President Cardoza, all voting aye. Motion carried 4-0.**
8

9 B. Consideration to Approve Resolution No. R57-2014 Valley Regional Transit Agreement
10 (*Timestamp 02:24:57*)
11

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

17
18 **Council Member Buban-Vonder Haar moved to approve Resolution No. R57-2014.**
19 **Seconded Council Member Stear, all voting aye. Motion carried 4-0.**
20

21 C. Consideration to Approve Resolution No. R58-2014 Approving New Fees for Drinking
22 Water System – Gordon Law, City Engineer (*Timestamp 02:28:20*)
23

24 A RESOLUTION AMENDING PORTIONS OF RESOLUTION R58-2013 THAT: SET
25 FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND
26 MONTHLY WATER SERVICE RATES; ESTABLISHED FEES FOR CONNECTING TO
27 THE WATER SYSTEM; ESTABLISHED WATER USE FEES THAT ARE NOW
28 AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDED
29 FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SET FORTH
30 MINIMUM LINE SIZES; REPEALED FEES ESTABLISHED BY EARLIER
31 RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.
32

33 Gordon Law reported that last year the City decided to make an annual inflationary
34 adjustment which was reported during this year's budget process as 1.9%. The standard
35 resident's rate will increase from \$19.10 per month to \$19.46. The same inflationary
36 adjustment is also applied to all other fees except the connection fees.
37

38 **Council Member Stear moved to approve Resolution No. R58-2014. Seconded by**
39 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**
40

41 D. Consideration to Approve Resolution No. R59-2014 Approving New Fees for the Sewer
42 System – Gordon Law, City Engineer (*Timestamp 02:31:25*)
43

44 A RESOLUTION AMENDING CERTAIN SECTIONS OF RESOLUTION R59-2013
45 THAT: SET FORTH THE AUTHORITY FOR ADOPTING SEWER FEES;
46 ESTABLISHED FEES FOR CONNECTING TO SEWER SYSTEM; ESTABLISHED
47 MONTHLY SEWER USE FEES THAT ARE NOW AMENDED WITH SEWER RATE

1 CHANGES FOR ALL CUSTOMERS; SET FORTH MINIMUM LINE SIZES;
2 PROVIDED FOR A METHOD OF COMPUTING USER EQUIVALENT; REPEALING
3 FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN
4 EFFECTIVE DATE.

5
6 Mr. Law explained the resolution proposes a 1.9% inflation adjustment which will
7 increase the standard resident's fee from \$24.90 per month to \$25.37.

8
9 **Council Member Stear moved to approve Resolution No. R59-2014. Seconded by**
10 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

- 11
12 E. Consideration to Approve Resolution No. R60-2014 Approving Irrigation Expenses for
13 2015, Approving Uniform Method of Assessment, Accepting Assessment Roll, Setting
14 Date and Time for Board of Correction and Amending Various Irrigation Policies and
15 Fees – Gordon Law, City Engineer (*Timestamp 02:32:20*)

16
17 A RESOLUTION OF THE COUNCIL OF THE CITY OF KUNA, IDAHO SETTING
18 FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL
19 IRRIGATION DISTRICT FOR SAID CITY; RECEIVING AND ACCEPTING THE
20 ASSESSMENT BOOK FOR THE 2015 IRRIGATION SEASON; RECEIVING AND
21 ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2014 IRRIGATION SEASON;
22 SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF
23 CORRECTION FOR 2015 ASSESSMENTS; SETTING FEES FOR CONNECTING TO
24 SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING
25 ASSESSMENTS FOR THE 2015 IRRIGATION SEASON; ESTABLISHING BILLING
26 POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM
27 POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY
28 RESOLUTION, AND SETTING AN EFFECTIVE DATE.

29
30 Gordon Law reported this is basically a repeat of previous year's items discussed in
31 general terms but there is a list of seven items he has identified as significant changes.
32 Each of the items were reviewed and discussed.

33
34 Mr. Law requested an edit be made to include additional text under IV. H Potable Water
35 Irrigation (Special Cases), fifth sentence down following the words "shall be billed as a
36 potable water account and assessed an assessment expense and a base assessment but not
37 assessed as an operations assessment."

38
39 **Council Member Stear moved to approve Resolution No. R60-2014 with the**
40 **correction as noted to paragraph 8. Seconded by Council Member Jones, all voting**
41 **aye. Motion carried 4-0.**

- 42
43 F. Consideration to Approve Resolution No. R62-2014 Amended Emergency Management
44 Joint Powers Agreement – Council Member Stear (*Timestamp 02:44:30*)

45
46 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AMENDED
47 EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT, AUTHORIZING

1 AND APPROVING THE PAYMENT OF ANNUAL MEMBERSHIP DUES, AND
2 AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.
3

4 Council Member Stear gave a brief history on the grant monies and process to be awarded
5 to various entities which led to the creation of the Ada City-County Emergency
6 Management (ACCEM) system which allows decisions to be made according to what the
7 risks and needs are at that time.
8

9 The resolution gives approval of the amended version of the agreement. This agreement
10 has been in place for many years but the language has been cleaned up.
11

12 **Council Member Buban-Vonder Haar moved to approve Resolution No. R62-2014.**
13 **Seconded by Council Member Jones, all voting aye. Motion carried 4-0.**
14

- 15 G. Consideration to Approve Resolution No. R67-2014 Approving Consultant Services
16 Agreement for North Waste Water Treatment Plant Parking Project – Gordon Law, City
17 Engineer (*Timestamp 02:51:50*)
18

19 **Council Member Buban-Vonder Haar moved to approve Resolution No. R67-2014.**
20 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
21

- 22 H. Consideration to Approve Resolution R68-2014 ACHD Interagency Agreement for
23 Pathway Construction – Richard Roats, City Attorney (*Timestamp 02:52:47*)
24

25 A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PAVING
26 AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT VALLEY OFFICE
27 SYSTEMS AS EXECUTED BY THE MAYOR.
28

29 **Council Member Buban-Vonder Haar moved to approve Resolution No. R68-2014.**
30 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
31

- 32 I. Discuss Proposed Fee Schedule for Temporary Mobile Vendor Permit – Richard Roats,
33 City Attorney (*Timestamp 02:54:09*)
34

35 Attorney Roats suggested the following fee schedule for discussion:

36 Thirty day permit \$15

37 Sixty day permit \$20

38 Ninety day permit \$30
39

40 The intent is they can operate under a 90 day permit with the option to renew for \$20 if no
41 violations have occurred.
42

43 The Council suggested the following fees:

44 Thirty day permit \$15

45 Sixty day permit \$25

46 Ninety day permit \$30

47 Renewal for 90 days \$25

1 Language will be included regarding expiration of the license and the renewal period.

2
3 Mr. Roats will make changes to the resolution and present at a future meeting.

- 4
5 J. Request from City Clerk's Office for the use of \$546.13 of the General Fund Contingency
6 Balance as Continuation of Prior Year Approval for Year of the Kuna Kid and Kuna's
7 150th Birthday Celebration – John Marsh, City Treasurer (*Timestamp 0:02:05*)

8
9 **Council Member Buban-Vonder Haar moved to approve the request from the**
10 **Clerk's Office for the use of \$546.13 from the General Fund Contingency balance as**
11 **a continuation of a prior year approval for the Year of the Kid for use at the**
12 **Christmas Tree Lighting or as otherwise deemed fit. Seconded by Council Member**
13 **Stear, all voting aye. Motion carried 4-0.**

14
15 **5. Ordinances:**

16
17 **A. First Reading of Ordinance No. 2014-17 Arbor Ridge Subdivision No. 2 Irrigation**
18 **Annexation** (*Timestamp 0:05:16*)

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

20 *Consideration to approve ordinance.*

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

22
23 AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PARCEL,
24 CONTAINING ARBOR RIDGE SUBDIVISION NO. 2, INTO THE KUNA
25 MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION
26 DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING
27 WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY
28 PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED
29 AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

30
31 **Council Member Stear moved to dispense with the full reading and three consecutive**
32 **readings of Ordinance No. 2014-17. Seconded by Council Member Buban-Vonder**
33 **Haar, all voting aye. Motion carried 4-0.**

34
35 **Council Member Stear moved to approve Ordinance No. 2014-17. Seconded by**
36 **Council Member Buban-Vonder Haar with the following roll call vote:**

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

38 **Voting No: None**

39 **Absent: None**

40 **Motion carried 4-0.**

41
42 **Council Member Stear moved to approve a summary publication of Ordinance No.**
43 **2014-17. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
44 **Motion carried 4-0.**

- 45
46 **B. First Reading of Ordinance No. 2014-19 Zimmerman Annexation**
47 (*Timestamp 03:06:55*)

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

2 *Consideration to approve ordinance.*

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

4
5 AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, NOW KNOWN AS
6 PARCEL R7686240322 AND REFERRED TO AS A PORTION OF LOTS 18 AND 19
7 BLOCK 2 OF SADDLE RIDGE ESTATES; SITUATED IN THE UNINCORPORATED
8 AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE
9 LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO;
10 ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY;
11 DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY
12 LAW; AND PROVIDING AN EFFECTIVE DATE.

13
14 **Council Member Stear moved to dispense with the full reading and three consecutive**
15 **readings of Ordinance No. 2014-19. Seconded by Council Member Buban-Vonder**
16 **Haar, all voting aye. Motion carried 4-0.**

17
18 **Council Member Stear moved to approve Ordinance No. 2014-19. Seconded by**
19 **Council Member Buban-Vonder Haar with the following roll call vote:**

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

21 **Voting No: None**

22 **Absent: None**

23 **Motion carried 4-0.**

24
25 **Council Member Stear moved to approve a summary publication of Ordinance No.**
26 **2014-19. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
27 **Motion carried 4-0.**

28
29 **C. *First Reading of Ordinance No. 2014-20 Pathway Width (Timestamp 03:08:46)***

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

31 *Consideration to approve ordinance.*

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

33
34 AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING A PORTION OF
35 SUBDIVISION REGULATIONS AS CONTAINED IN TITLE 5, CHAPTER 17, AND
36 A PORTION OF VACATIONS, DEDICATIONS AND VARIANCES AS CONTAINED
37 IN TITLE 6, CHAPTER 4, OF THE KUNA CITY CODE TO ALLOW THE CITY
38 COUNCIL TO PERMIT A PATHWAY THAT IS NINE (9) FEET WIDE UPON
39 MAKING FINDINGS THAT THE WIDTH OF NINE (9) FEET IS NOT A SAFETY
40 HAZARD AND IT IS IN THE INTEREST OF THE CITY TO ALLOW THE
41 NARROWER WIDTH WHERE THE CITY HAS A TEN (10) FOOT WIDE
42 GREENBELT PATHWAYS REQUIREMENT; AND PROVIDING AN EFFECTIVE
DATE.

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

1
2 **Council Member Stear moved to approve Ordinance No. 2014-20. Seconded by**
3 **Council Member Buban-Vonder Haar 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
9 **Council Member Stear moved to approve a summary publication of Ordinance No.**
10 **2014-20. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
11 **Motion carried 4-0.**

12
13 **D. *First Reading of Ordinance No. 2014-21 Benjamin Bernier Annexation***

14 *(Timestamp 03:10:38)*

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

16 *Consideration to approve ordinance.*

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

18
19 AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, NOW KNOWN AS
20 PARCEL S1325233780 AND REFERRED TO AS THE BENJAMIN BERNIER
21 PROPERTY; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY,
22 IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF
23 KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING
24 CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF
25 THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN
26 EFFECTIVE DATE.

27
28 **Council Member Stear moved to dispense with the full reading and three consecutive**
29 **readings of Ordinance No. 2014-21. Seconded by Council Member Buban-Vonder**
30 **Haar, all voting aye. Motion carried 4-0.**

31
32 **Council Member Stear moved to approve Ordinance No. 2014-21. Seconded by**
33 **Council Member Buban-Vonder Haar with the following roll call vote:**
34 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**
35 **Voting No: None**
36 **Absent: None**
37 **Motion carried 4-0.**

38
39 **Council Member Stear moved to approve a summary publication of Ordinance No.**
40 **2014-21. Seconded by Council Member Buban-Vonder Haar, all voting aye.**
41 **Motion carried 4-0.**

42
43 **6. Mayor/Council Discussion Items: (Timestamp 03:12:40)**

44
45 Mayor Nelson reported the Attorney General has ruled that the City of Kuna does not have
46 the right to join the Ada County Air Quality Board. We are provided with legislation

1 attaching us to Canyon County. There are certain things we can do under that ordinance and
2 they will take care of getting us a testing station in Kuna.
3

4 **7. Announcements:**

5
6 **8. Executive Session:**

7
8 **9. Adjournment:**

9
10 Council Member Stear moved to adjourn the meeting at 10:25 p.m.
11

12
13
14
15 _____
16 W. Greg Nelson, Mayor
17

18
19 ATTEST:

20
21
22 _____
23 Brenda S. Bingham, City Clerk
24

25 *Minutes prepared by Brenda Bingham*
26 *Date Approved: CCM 11/5/14*
27

28
29 ***An audio recording of this meeting is available at City Hall upon request or it can be accessed***
30 ***at the City of Kuna website www.kunacity.id.gov***
31

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	B215891		<u>RENTAL HITECH RESTROOM, WINCHESTER PARK -SUTTERS MILL, PARKS, OCT 14</u>	10/19/2014	152.57	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	10/14		
1463	A COMPANY, INC. - BOI	B215922		<u>RENTAL HITECH RESTROOM, SEGO PRAIRIE POND, PARKS, OCT 14</u>	10/19/2014	105.50	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	10/14		
1463	A COMPANY, INC. - BOI	B215989		<u>RENTAL HITECH RESTROOM, BUTLER PARK, PARKS, OCT 14</u>	10/19/2014	102.57	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	10/14		
1463	A COMPANY, INC. - BOI	B215990		<u>RENTAL HITECH RESTROOM, SADIE CREEK PARK, PARKS, OCT 14</u>	10/19/2014	90.42	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	10/14		
1463	A COMPANY, INC. - BOI	B216000		<u>RENTAL HITECH RESTROOM, CITY FARM, SEWER, OCT 14</u>	10/19/2014	90.50	.00	<u>21-6090 FARM EXPENDITURES</u>	0	10/14		
Total A COMPANY, INC. - BOI:						541.56	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	102714A		<u>PROSECUTORIAL SERVICES OCT '14</u>	10/27/2014	4,475.00	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	10/14		
176	ADA COUNTY PROSECUTING ATTORNE	102714B		<u>PROSECUTORIAL SERVICES NOV '14</u>	10/27/2014	4,475.00	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	11/14		
Total ADA COUNTY PROSECUTING ATTORNE:						8,950.00	.00					
APA IDAHO CHAPTER												
580	APA IDAHO CHAPTER	202021-14105		<u>APA CHAPTER DUES FOR PERIOD 01/01/2015-12/31/2015-W HOWELL, P&Z, OCT 14</u>	10/16/2014	270.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1003	10/14		

City of Kuna

Payment Approval Report - City Council Approval

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Report dates: 10/17/2014-10/30/2014

Oct 29, 2014 04:06PM

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 APA IDAHO CHAPTER:						270.00	.00					
ARTCO (US, INC.) dba												
1435	ARTCO (US, INC.) dba	142461797	2102	<u>1 BOX BUSINESS CARDS W. HOWELL, SEPT 14</u>	09/11/2014	19.37	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/14		
1435	ARTCO (US, INC.) dba	142879822		<u>BUSINESS CARDS, 500 EA, B BINGHAM, W GREG NELSON, R T ROATS, OCT 14</u>	10/24/2014	120.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/14		
Total ARTCO (US, INC.) dba:						139.37	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126612782	2241	<u>PLUG WIRES, SPARK PLUGS TRUCK #3, SEWER, B GUILLOGLY, OCT 14</u>	10/20/2014	39.94	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/14		
1606	AUTOZONE, INC.	4126614650		<u>1 EA STA-BIL DIESEL FORM, 1 EA DRILL POWERED TRANS PUMP TO PUMP OIL OUT OF THE OIL PIT, PARKS, B GILLOGLY, OCT 14</u>	10/23/2014	11.75	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	10/14		
1606	AUTOZONE, INC.	4126614650		<u>1 EA STABIL DIESEL FORM, 1 EA DRILL POWERED TRANS PUMP, WATER, B GILLOGLY, OCT 14</u>	10/23/2014	15.50	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/14		
1606	AUTOZONE, INC.	4126614650		<u>1 EA STABIL DIESEL FORM, 1 EA DRILL POWERED TRANS PUMP, SEWER, B GILLOGLY, OCT 14</u>	10/23/2014	15.50	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/14		
1606	AUTOZONE, INC.	4126614650		<u>1 EA STABIL DIESEL FORM, 1 EA DRILL POWERED TRANS PUMP, PI, B GILLOGLY, OCT 14</u>	10/23/2014	4.23	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	10/14		
Total AUTOZONE, INC.:						86.92	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4590195		<u>1 CASE ROLL PAPER TOWELS, 1 CASE LINERS, SR CTR, OCT 14</u>	10/10/2014	86.10	.00	<u>01-6165 OFFICE SUPPLIES</u>	1001	10/14		

City of Kuna

Payment Approval Report - City Council Approval

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Report dates: 10/17/2014-10/30/2014

Oct 29, 2014 04:06PM

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 BRADY INDUSTRIES OF IDAHO LLC:						86.10	.00					
BUILDING SAFETY PROFESSIONALS OF SW ID												
1720	BUILDING SAFETY PROFESSIONALS OF SW ID	2036	2054	<u>REGISTRATION FOR BSPSI EDUCATION WEEK 2014, FOR BOB BACHMAN AND JERRY COULTER, 9/12/14, SEPT.'14</u>	10/21/2014	175.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1005	9/14		
Total BUILDING SAFETY PROFESSIONALS OF SW ID:						175.00	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	0041752	2125	<u>3/4 INCH ROADMIX FOR GREENBELT EXTENSTION, UPRR GRANT, BOB BACHMAN</u>	09/15/2014	2,233.19	.00	<u>03-6362 EXPENDITURE-UP- GREENBELT EXTEN</u>	0	9/14		
Total BUSY BEE SAND & GRAVEL:						2,233.19	.00					
CABLE ONE												
766	CABLE ONE	102014A		<u>REPAIR DAMAGE TO UNDERGROUND PLANT FACILITIES AT 914 PILAR CT, 206 FT PVC CONDUIT COAX AND HARDWARE, BUTLER PI. C DEYOUNG, OCT 14</u>	10/20/2014	2,246.56	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total CABLE ONE:						2,246.56	.00					
CHARLES E. DAVIDSON												
1718	CHARLES E. DAVIDSON	573877	2248	<u>SWEATSHIRTS FOR SEWER CREW, T SHAFER, OCT 14</u>	10/27/2014	365.50	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	10/14		
1718	CHARLES E. DAVIDSON	573877		<u>SWEATSHIRTS FOR WATER CREW, T SHAFER, OCT 14</u>	10/27/2014	274.12	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	10/14		
1718	CHARLES E. DAVIDSON	573877		<u>SWEATSHIRTS FOR PI CREW, T SHAFER, OCT 14</u>	10/27/2014	91.38	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	10/14		
Total CHARLES E. DAVIDSON:						731.00	.00					

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DAHLE CONSTRUCTION, LLC												
1708	DAHLE CONSTRUCTION, LLC	102714D		<u>CONSTRUCTION SCHOOL ST - TITAN WATER MAIN, PROJECT RELEASE RETAINAGE, APPLICATION #3, G LAW, OCT 14</u>	10/27/2014	14,205.20	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total DAHLE CONSTRUCTION, LLC:						14,205.20	.00					
FLUID CONNECTOR PRODUCTS, INC. dba												
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5798126	2051	<u>6' OF 2 1/2" HOSE + 6' OF 3" HOSE TO PROTECT WATER HOSE ON VAC. TRUCK (C.KNIGHT)</u>	08/22/2014	45.68	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/14		
Total FLUID CONNECTOR PRODUCTS, INC. dba:						45.68	.00					
H & E EQUIPMENT SERVICES, INC.												
1561	H & E EQUIPMENT SERVICES, INC.	91862568	2222	<u>1 EA OIL FILTER, 1 EA AIR FILTER FOR MINI BOBCAT, B. GUILLOGLY, FLEET, ADMIN, OCT 14</u>	10/14/2014	21.31	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/14		
1561	H & E EQUIPMENT SERVICES, INC.	91862568	2222	<u>1 EA OIL FILTER, 1 EA AIR FILTER FOR MINI BOBCAT, B. GUILLOGLY, FLEET, WATER, OCT 14</u>	10/14/2014	28.39	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1561	H & E EQUIPMENT SERVICES, INC.	91862568	2222	<u>1 EA OIL FILTER, 1 EA AIR FILTER FOR MINI BOBCAT, B. GUILLOGLY, FLEET, SEWER, OCT 14</u>	10/14/2014	28.39	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1561	H & E EQUIPMENT SERVICES, INC.	91862568	2222	<u>1 EA OIL FILTER, 1 EA AIR FILTER FOR MINI BOBCAT, B. GUILLOGLY, FLEET, PI, OCT 14</u>	10/14/2014	7.17	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
Total H & E EQUIPMENT SERVICES, INC.:						85.26	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	C949672	2212	<u>4" FLOW METER, 4 FLG BNG KIT, ZINC, 1/8 RR RING, FOR BIRDS OF PREY P.I, C.DEYOUNG, OCT.'14</u>	10/13/2014	1,616.78	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/14		

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63	HD SUPPLY WATERWORKS LTD	D098595	2213	<u>200' OF 2" POLY, 2" COUPLER, 2X6 SADDLE, 4 SLEEVES FOR POLY, 1 ROLL TRACER WIRE, FOR BUTLER PI. C.DEYOUNG, OCT.'14</u>	10/13/2014	1,008.32	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/14		
Total HD SUPPLY WATERWORKS LTD:						2,625.10	.00					
HOCOCHAN HOLDINGS, INC. dba												
1619	HOCOCHAN HOLDINGS, INC. dba	AR337863		<u>MONTHLY COPIER LEASE, MX4110N, P&Z, OCT 14</u>	10/13/2014	116.65	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337863		<u>MONTHLY COPIER LEASE, MSM503N, ADMIN, OCT 14</u>	10/13/2014	236.85	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, B&W COPIES, ADMIN, OCT 14</u>	10/13/2014	12.96	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, B&W COPIES, P&Z, OCT 14</u>	10/13/2014	12.96	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, B&W COPIES, WATER, OCT 14</u>	10/13/2014	15.90	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, B&W COPIES, SEWER, OCT 14</u>	10/13/2014	20.75	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, B&W COPIES, PI, OCT 14</u>	10/13/2014	6.72	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, COLOR COPIES, ADMIN, OCT 14</u>	10/13/2014	21.60	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, COLOR COPIES, P&Z, OCT 14</u>	10/13/2014	21.60	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	10/14		

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1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, COLOR COPIES, WATER, OCT 14</u>	10/13/2014	26.50	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, COLOR COPIES, SEWER, OCT 14</u>	10/13/2014	34.60	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1619	HOCOCHAN HOLDINGS, INC. dba	AR337864		<u>MONTHLY COPYCARE INCL PARTS, LABOR, TONER, COLOR COPIES, PI, OCT 14</u>	10/13/2014	11.22	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
Total HOCOCHAN HOLDINGS, INC. dba:						538.31	.00					
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	J1009139	2244	<u>10 BOXES OF LONGOPAC BAGS, T.SHAFFER, SEWER, OCT.'14</u>	10/21/2014	1,108.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	10/14		
Total HUBER TECHNOLOGY, INC.:						1,108.00	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	092614H		<u>WELL #3 EVALUATION, G.LAW, WATER, SEPT.'14</u>	09/26/2014	1,765.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/14		
Total HYDRO LOGIC, INC.:						1,765.00	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	OCT2014CR		<u>CONTRACT SERVICES-OCT 14, OVERPAYMENT FROM AUG</u>	10/22/2014	-4,537.67	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	10/14		
Total IDAHO HUMANE SOCIETY:						-4,537.67	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - ADMIN</u>	10/17/2014	265.75	.00	<u>01-6290 UTILITIES</u>	0	10/14		

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38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - P & Z</u>	10/17/2014	70.77	.00	<u>01-6290 UTILITIES</u>	1003	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - SENIOR CENTER</u>	10/17/2014	327.09	.00	<u>01-6290 UTILITIES</u>	1001	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - STREET LIGHTS</u>	10/17/2014	123.29	.00	<u>01-6290 UTILITIES</u>	1002	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - PARKS</u>	10/17/2014	858.47	.00	<u>01-6290 UTILITIES</u>	1004	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - WATER</u>	10/17/2014	11,024.45	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - P.I</u>	10/17/2014	8,491.08	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - SEWER</u>	10/17/2014	20,747.42	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	10/14		
38	IDAHO POWER CO	10172014I		<u>SERVICE FOR OCTOBER 2014 - NWWTP</u>	10/17/2014	3,360.37	.00	<u>21-6090 FARM EXPENDITURES</u>	0	10/14		
Total IDAHO POWER CO:						45,268.69	.00					
IMP IDAHO, LLC												
1479	IMP IDAHO, LLC	39985	2187	<u>1000 LETTERHEAD, FOIL LOGO, APPROVED PER MAYOR NELSON, ADMIN, OCT 14</u>	10/22/2014	138.65	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/14		
1479	IMP IDAHO, LLC	39985	2187	<u>1000 LETTERHEAD, FOIL LOGO, APPROVED PER MAYOR NELSON, P&Z, OCT 14</u>	10/22/2014	46.23	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	10/14		
1479	IMP IDAHO, LLC	39985	2187	<u>1000 LETTERHEAD, FOIL LOGO, APPROVED PER MAYOR NELSON, WATER, OCT 14</u>	10/22/2014	113.48	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/14		
1479	IMP IDAHO, LLC	39985	2187	<u>1000 LETTERHEAD, FOIL LOGO, APPROVED PER MAYOR NELSON, PI, OCT 14</u>	10/22/2014	48.02	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/14		

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1479	IMP IDAHO, LLC	39985		<u>1000 LETTERHEAD APPROVED BY MAYOR NELSON, SEWER, OCT 14</u>	10/22/2014	148.09	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/14		
Total IMP IDAHO, LLC:						494.47	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	71947		<u>CONNECTED TO TROY'S PC, FIXED PROBLEMS WITH SHORTCUTS. T BEHUNIN, P&Z, OCT 14</u>	10/19/2014	68.80	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	10/14		
1595	INTEGRINET SOLUTIONS, INC.	71992		<u>1 HR PRO ACTION SYSTEM SUPPORT, SERVER PERFORMANCE AND STATUS MONITORING TWO SERVERS, ADMIN, OCT 14</u>	10/15/2014	73.18	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	10/14		
1595	INTEGRINET SOLUTIONS, INC.	71992		<u>1 HR PRO ACTION SYSTEM SUPPORT, SERVER PERFORMANCE AND STATUS MONITORING TWO SERVERS, P&Z, OCT 14</u>	10/15/2014	24.40	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	10/14		
1595	INTEGRINET SOLUTIONS, INC.	71992		<u>1 HR PRO ACTION SYSTEM SUPPORT, SERVER PERFORMANCE AND STATUS MONITORING TWO SERVERS, WATER, OCT 14</u>	10/15/2014	59.87	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1595	INTEGRINET SOLUTIONS, INC.	71992		<u>1 HR PRO ACTION SYSTEM SUPPORT, SERVER PERFORMANCE AND STATUS MONITORING TWO SERVERS, SEWER, OCT 14</u>	10/15/2014	78.17	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
1595	INTEGRINET SOLUTIONS, INC.	71992		<u>1 HR PRO ACTION SYSTEM SUPPORT, SERVER PERFORMANCE AND STATUS MONITORING TWO SERVERS, PI, OCT 14</u>	10/15/2014	25.38	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
Total INTEGRINET SOLUTIONS, INC.:						329.80	.00					

INTERMOUNTAIN GAS CO

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37	INTERMOUNTAIN GAS CO	091214-10131		<u>NATURAL GAS CONSUMPTION SR CENTER, 091214-101314, OCT 14</u>	10/16/2014	49.65	.00	<u>01-6290 UTILITIES</u>	1001	10/14		
37	INTERMOUNTAIN GAS CO	091214-10131		<u>NATURAL GAS CONSUMPTION, CITY HALL, 091214-101314, OCT 14</u>	10/16/2014	6.82	.00	<u>01-6290 UTILITIES</u>	0	10/14		
Total INTERMOUNTAIN GAS CO:						56.47	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	10102014-101		<u>SANITATION RECEIPT TRANSFER 10102014-10162014, OCT 14</u>	10/17/2014	37,693.40	37,693.40	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	10/14	10/17/2014	
230	J & M SANITATION, INC.	10102014-101		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 10102014-10162014, OCT 14</u>	10/17/2014	-3,724.10	-3,724.10	<u>01-4170 FRANCHISE FEES</u>	0	10/14	10/17/2014	
230	J & M SANITATION, INC.	10172014-102		<u>SANITATION RECEIPT TRANSFER 10172014-10232014, OCT 14</u>	10/24/2014	29,283.97	29,283.97	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	10/14	10/25/2014	
230	J & M SANITATION, INC.	10172014-102		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 10172014-10232014, OCT 14</u>	10/24/2014	-2,893.26	-2,893.26	<u>01-4170 FRANCHISE FEES</u>	0	10/14	10/25/2014	
Total J & M SANITATION, INC.:						60,360.01	60,360.01					
JUMPER CABLES EMBROIDERY												
449	JUMPER CABLES EMBROIDERY	13626	2263	<u>56 SHIRTS WITH SCREEN PRINTING, C.DEYOUNG, WATER, OCT.'14</u>	10/22/2014	621.83	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	10/14		
449	JUMPER CABLES EMBROIDERY	13626	2263	<u>56 SHIRTS WITH SCREEN PRINTING, C.DEYOUNG, P.I, OCT.'14</u>	10/22/2014	155.46	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	10/14		
449	JUMPER CABLES EMBROIDERY	13627	2264	<u>50 SHIRTS WITH SCREEN PRINTING, T.SHAFER, SEWER, OCT.'14</u>	10/23/2014	703.83	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	10/14		

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Total JUMPER CABLES EMBROIDERY:						1,481.12	.00					
KOWALLIS AND RICHARDS, INC.												
1495	KOWALLIS AND RICHARDS, INC.	1463236-01	2238	<u>NUTS, BOLTS, AND WASHERS FOR THE 10 MILE LIFT STATION, SCREEN REPAIR, C.KNIGHT, SEWER, OCT.'14</u>	10/17/2014	42.14	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	10/14		
Total KOWALLIS AND RICHARDS, INC.:						42.14	.00					
KUNA HIGH SCHOOL												
79	KUNA HIGH SCHOOL	102414B	2272	<u>KUNA HIGH SCHOOL CHEERLEADERS, DISTRIBUTION OF DONATIONS RECEIVED AT THE 150TH BIRTHDAY CELEBRATION FOR NON-PROFIT YOUTH GROUPS</u>	10/24/2014	200.00	.00	<u>01-2075 UNEARNED REVENUE</u>	0	10/14		
Total KUNA HIGH SCHOOL:						200.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A69749	2278	<u>1X4 WOOD FOR BARRIERS, PARKS, B.BACHMAN, OCT.'14</u>	10/28/2014	56.45	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/14		
499	KUNA LUMBER	B69948	2280	<u>MDF BOARDS AND SCREWS FOR DESK ASSEMBLY, CITY HALL, OCT.'14</u>	10/28/2014	46.76	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	10/14		
Total KUNA LUMBER:						103.21	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	129787	2228	<u>1 SCISSORS, 2 CHAIN SNAPS, 1 KEY CADDY, J.DUPPONG, SEWER, OCT.'14</u>	10/14/2014	18.45	.00	<u>21-6125 LEGAL PUBLICATIONS EXPENSE</u>	0	10/14		
43	KUNA TRUE VALUE HARDWARE	129787	2228	<u>1 DUCCO CEMENT, 3 1/2 NIPPLES, 1 1/2 UNION, 1 1/2 TEE, 1 12 IN DRAIN VALVE, J.DUPPONG, SEWER, OCT.'14</u>	10/14/2014	20.94	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		

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				OCT 14	10/14/2014	162.96	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/14		
1613	REXEL, INC. dba	F333909	2223	MIDGET FUSES FOR STREETLIGHTS. B. GILLOGLY, STREET LIGHTS. OCT 14	10/15/2014	380.24	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/14		
1613	REXEL, INC. dba	F345208		RETURN OF POCKET TOOL BAG. CREDIT REF. INV#F333874, PARKS, OCT.'14	10/15/2014	-64.71	.00	01-6175 SMALL TOOLS	1004	10/14		
Total REXEL, INC. dba:						723.99	.00					
RIM PUBLICATIONS, LLC												
45	RIM PUBLICATIONS, LLC	66436-A		AD#148841. PUBLISHED NOTICE. JUL.'14	07/31/2014	30.59	.00	01-6125 LEGAL PUBLICATIONS	1003	7/14		
45	RIM PUBLICATIONS, LLC	66436-B	1861	AD#148997. RIDLEY'S PUBLIC HEARING REZONE #14-01-ZC. JUL '14 - T. BEHUNIN	07/31/2014	36.80	.00	01-6125 LEGAL PUBLICATIONS	1003	7/14		
45	RIM PUBLICATIONS, LLC	66436-C	1862	AD#149003. BEN BERNIER PUBLIC HEARING NOTICE FOR ANNEXATION #14-04-AN. JUL '14 - T. BEHUNIN	07/31/2014	34.96	.00	01-6125 LEGAL PUBLICATIONS	1003	7/14		
45	RIM PUBLICATIONS, LLC	66436-D	1863	AD#149005. KIRKPATRICK ANNEXATION PUBLIC HEARING #14-02-AN. JUL '14 - T. BEHUNIN	07/31/2014	38.64	.00	01-6125 LEGAL PUBLICATIONS	1003	7/14		
45	RIM PUBLICATIONS, LLC	66436-E	1864	AD#149006. ZIMMERMAN ANNEXATION PUBLIC HEARING #14-03-AN. JUL '14 - T. BEHUNIN	07/31/2014	36.80	.00	01-6125 LEGAL PUBLICATIONS	1003	7/14		
45	RIM PUBLICATIONS, LLC	66436-F	1917	AD#149344. PRE-PLAT & DA MODIFICATION FOR TIMBERMIST SUBDIVISION PUBLIC HEARING NOTICE. P&Z. JULY '14 - T. BEHUNIN	07/31/2014	46.00	.00	01-6125 LEGAL PUBLICATIONS	1003	7/14		
45	RIM PUBLICATIONS, LLC	66436-G		AD#149360. OWYHEE PRINTING. KM INSERT. JUL '14	07/31/2014	281.00	.00	01-6125 LEGAL PUBLICATIONS	0	7/14		

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Report dates: 10/17/2014-10/30/2014

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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
45	RIM PUBLICATIONS, LLC	66436-H		<u>AD#149377. SUMMARY OF ORDINANCE. JUL.'14</u>	07/31/2014	49.68	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	7/14		
45	RIM PUBLICATIONS, LLC	66436-I		<u>AD#149378. SUMMARY OF ORDINANCE. JUL.'14</u>	07/31/2014	49.68	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	7/14		
Total RIM PUBLICATIONS, LLC:						604.15	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0138000-IN	2233	<u>2 EA. RODS. C.DEYOUNG. WATER. OCT.'14</u>	10/16/2014	158.55	.00	<u>20-6175 SMALL TOOLS</u>	0	10/14		
780	SPECIALTY CONSTRUCTION SUPPLY	0138000-IN	2233	<u>2 EA. RODS. C.DEYOUNG. SEWER. OCT.'14</u>	10/16/2014	158.55	.00	<u>21-6175 SMALL TOOLS</u>	0	10/14		
780	SPECIALTY CONSTRUCTION SUPPLY	0138000-IN		<u>2 EA. RODS. C.DEYOUNG. P.I. OCT.'14</u>	10/16/2014	60.40	.00	<u>25-6175 SMALL TOOLS</u>	0	10/14		
Total SPECIALTY CONSTRUCTION SUPPLY:						377.50	.00					
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	61082		<u>1 PVC FLANGE AND FLANGE RING. SEWER. SEPT.'14</u>	09/19/2014	6.94	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/14		
Total SPECIALTY PLASTICS & FABRICATI, INC.:						6.94	.00					
ST PAUL STAMP WORKS INC												
57	ST PAUL STAMP WORKS INC	314100	2190	<u>500 GREEN ALUMINUM DOG TAGS. 300 SPLIT RINGS. PLUS SHIPPING. K RICE. ADMIN. OCT '14</u>	10/07/2014	177.28	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/14		
Total ST PAUL STAMP WORKS INC:						177.28	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	3245981920	2178	<u>1 EA. DESK. DRAWER PEDESTAL. C ENGELS. ADMIN. OCT 14</u>	10/18/2014	879.98	.00	<u>01-6175 SMALL TOOLS</u>	0	10/14		

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				2015 DESK CALENDARS, P.I, OCT.'14	10/11/2014	7.93	.00	25-6165 OFFICE SUPPLIES	0	10/14		
Total STAPLES ADVANTAGE:						1,346.96	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	716486-14	2235	AIR FILTER FOR WEED EATER, B.GILLOGLY, PARKS, OCT 14	10/17/2014	2.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/14		
59	TATES RENTS, INC.	717464-5	2277	1 RENTAL OF A GENERATOR FOR USE AT INDIAN CREEK COMMUNITY GARDEN, B.BACHMAN, PARKS, OCT.'14	10/28/2014	277.71	.00	01-6020 CAPITAL IMPROVEMENTS	1004	10/14		
59	TATES RENTS, INC.	717998-5	2259	TRIMMER LINE FOR THE WEED WHACKERS, N.PURKEY, PARKS, OCT.'14	10/22/2014	39.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/14		
59	TATES RENTS, INC.	W14035-14	2211	PARTS FOR WEDEATER, B GUILLOY, PARKS, OCT 14	10/10/2014	37.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/14		
Total TATES RENTS, INC.:						358.18	.00					
THE KUNA GOLD PARENT AND COMMUNITY ORG.												
1715	THE KUNA GOLD PARENT AND COMMUNITY ORG.	102414	2271	DISTRIBUTION OF DONATIONS RECEIVED @ THE 150TH BIRTHDAY CELEBRATION FOR NON-PROFIT YOUTH GROUPS	10/24/2014	200.00	.00	01-2075 UNEARNED REVENUE	0	10/14		
Total THE KUNA GOLD PARENT AND COMMUNITY ORG.:						200.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:03791817	2251	RENTAL OF WATER COOLER, NWWTP, WATER, OCT.'14	10/21/2014	4.50	.00	20-6165 OFFICE SUPPLIES	0	10/14		
992	TREASURE VALLEY COFFEE	2160:03791817	2251	RENTAL OF WATER COOLER, NWWTP, SEWER, OCT.'14	10/21/2014	1.00	.00	21-6165 OFFICE SUPPLIES	0	10/14		
992	TREASURE VALLEY COFFEE	2160:03791817	2251	RENTAL OF WATER COOLER, NWWTP, P.I, OCT.'14	10/21/2014	4.50	.00	25-6165 OFFICE SUPPLIES	0	10/14		

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992	TREASURE VALLEY COFFEE	2160:03816968	2250	<u>1 BOX COFFEE, 2 CONTAINERS OF CREAMER, CITY HALL, OCT.'14</u>	10/21/2014	58.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/14		
Total TREASURE VALLEY COFFEE:						58.70	.00					
WATER DEPOSIT REFUNDS #7												
1685	WATER DEPOSIT REFUNDS #7	100500.01		<u>JOYCE M DUNNING, 100500.01, OVERPAYMENT</u>	10/20/2014	78.58	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	132035.01		<u>BRADLEY J BAHR, 132035.01, OVERPAYMENT</u>	10/16/2014	61.05	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	140510.01		<u>SHERWIN L BEAMAN, 140510.01, OVERPAYMENT</u>	10/20/2014	78.02	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	150355.01		<u>JENNIFER D MOCABY, 150355.01, OVERPAYMENT</u>	10/21/2014	18.39	.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	160955.01		<u>CLIFTON EWING, 160955.01, OVERPAYMENT</u>	10/14/2014	107.32	107.32	<u>99-1075 Utility Cash Clearing</u>	0	10/14	10/23/2014	
1685	WATER DEPOSIT REFUNDS #7	173500.01		<u>CBH, 922 S RED SAND AVE, 173500.01, OVERPAYMENT</u>	10/15/2014	67.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	200950.01		<u>THOMAS H CORBETT, 200950.01, OVERPAYMENT</u>	10/16/2014	64.22	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	220965.02		<u>JUSTINE BRADFORD-TRENT, 220965.02, OVERPAYMENT</u>	10/21/2014	2.43	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	230100.01		<u>ID CENTRAL CREDIT UNION, DUSTIN OLSON, 230100.01, 1236 W PENELOPE ST., OVERPAYMENT</u>	10/16/2014	67.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	230380.01		<u>LAURA THOMPSON, 230380.01, DEPOSIT REFUND</u>	10/21/2014	79.07	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	240030.01		<u>SAMUEL K READING, 240030.01, OVERPAYMENT</u>	10/16/2014	66.93	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		

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1685	WATER DEPOSIT REFUNDS #7	240325.00		<u>ROBERT KREMMERLE, 240325.00. DEPOSIT REFUND</u>	10/20/2014	63.09	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	10/14		
1685	WATER DEPOSIT REFUNDS #7	300430.03		<u>LAURA CURRAN, 300430.03, OVERPAYMENT</u>	10/16/2014	120.97	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/14		
Total WATER DEPOSIT REFUNDS #7:						766.97	107.32					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0081921-IN		<u>MONTHLY JANITORIAL SERVICES, KUNA SENIOR CENTER, OCT.'14</u>	10/24/2014	330.33	.00	<u>01-6025 JANITORIAL</u>	1001	10/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081922-IN		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, OCT.'14</u>	10/24/2014	212.34	.00	<u>01-6025 JANITORIAL</u>	0	10/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081923-IN		<u>MONTHLY JANITORIAL SERVICES, NWWTP, WATER, OCT.'14</u>	10/24/2014	31.50	.00	<u>20-6025 JANITORIAL</u>	0	10/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081923-IN		<u>MONTHLY JANITORIAL SERVICES, NWWTP, SEWER, OCT.'14</u>	10/24/2014	31.50	.00	<u>21-6025 JANITORIAL</u>	0	10/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0081923-IN		<u>MONTHLY JANITORIAL SERVICES, NWWTP, PI, OCT.'14</u>	10/24/2014	12.00	.00	<u>25-6025 JANITORIAL</u>	0	10/14		
Total WESTERN BUILDING MAINTENANCE, INC.:						617.67	.00					
WESTERN STATES AUTOMATION, LLC												
1645	WESTERN STATES AUTOMATION, LLC	3225	2221	<u>1 EA PTFE SEAL FOR 8" SERIES VALVE AND THE STAINLESS STEEL RING THAT GOES WITH IT, M. NADEAU, SEWER, OCT.'14</u>	10/21/2014	223.85	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/14		
Total WESTERN STATES AUTOMATION, LLC:						223.85	.00					
Grand Totals:						146,454.22	60,967.33					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

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



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: Kuna Public Works Projects
Greenbelt-to-4th PI Project - 2015
Project Design - Consultant

DATE: October 27, 2014

REQUEST: Approve Resolution for Keller Agreement Amendment

The City of Kuna has created a registry of qualified consultants to perform design on modest sized water, sewer and pressurized irrigation projects. Of the four qualified firms from the registry, a firm was selected to perform the above referenced design work but subsequently withdrew their name because they were involved in a design contract which conflicted with the schedule for this project. Keller Engineers was determined to be the next best qualified firm for the above referenced project because of their familiarity with the soils and utility situation in vicinity of this particular project and their availability. The work includes preparing and submitting plans, specifications and contract documents in preparation for bidding and construction.

Keller has provided an amendment to their existing Professional Services Agreement with the City and an estimate of costs in the amount of \$48,900 for the original Scope of Work and **\$23,900** for this added work for a total cost of \$72,800. In selecting a consultant, the Idaho State Code does not allow selection on the basis of the cost of consultant services. The City will continue to make consultant selection as required in state code, but will evaluate costs to make sure expenditures are appropriately controlled.

The City Engineer requests the attached amendment to the existing Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of Keller Associates 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 \$134,750 for this project.

Attachments:

RESOLUTION NO. R69-2014

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 “Addendum No. 1 - Agreement for Professional Services”, by and between said city and Keller Associates, Inc., which said Addendum No. 1 is for consulting services related to designing a pressure irrigation main from the Park to 4th Street and preparing contract documents for constructing the same, which said Addendum No. 1 and associated scope of work is estimated to cost twenty-three thousand nine hundred dollars (\$23,900) and which said Addendum No.1 is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of November, 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of November, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

ADDENDUM NO. 1

**AGREEMENT FOR PROFESSIONAL SERVICES
for
Predesign, Design and Construction Administration
for 2015 Pressure Irrigation Pipelines
between
KELLER ASSOCIATES, INC.
and
CITY OF KUNA
KA #214112**

INTRODUCTION

This addendum modifies the Scope of Work and defines compensation for Engineering Services between Keller Associates (“Consultant”) and the City of Kuna, Idaho (“Owner”) under the original contract agreement dated October 8, 2014 by the OWNER. Any conflicting provisions will be resolved in favor of this Addendum.

ARTICLE I. SCOPE OF WORK

The following modifications are made to the Consultant's scope of work.

- Engineering services described in Tasks 1-4 shall be completed for the additional Segment 3 described below:
- ***Segment 3 – Greenbelt to W 4th St:*** This segment consists of approximately 2,500 feet of 6-inch to 12-inch pressure irrigation pipeline, that begins at approximately the Indian Creek greenbelt where Swan Falls Road crosses Indian Creek and extends generally northwest to W. 4th St where it will connect to two existing pressure irrigation pipelines at the intersections of N. Elm and N. Franklin Avenues with W. 4th St. This section of pipeline is anticipated to be constructed in either ACHD right of way or property owned by the City of Kuna. No easements, private land owner agreements, or license agreements for canal crossings or other permits (other than ACHD permit) are anticipated.
- ***Task 4: Construction Phase Services*** The budget below assumes that Segment 3 will be bid and constructed under the same contract as Segment 1 and 2. Only one set of construction documents will be prepared.

ARTICLE II. SCHEDULE

An additional 30 days will be added to the original schedule.

ARTICLE III. ENGINEERING COMPENSATION

The table below summarizes the additional compensation that the Owner will pay for the additional scope of work outlined in Article I.

Task	Description	Additional Budget for Addendum #1	Total Approved Budget
1	Field Exploration and Surveying Services	\$6,300	\$16,800
2	Design Services	\$12,400	\$39,400
3	Permitting	\$900	\$7,900
4	Construction Support	\$4,300	\$8,700
TOTAL		\$23,900	\$72,800

SUMMARY

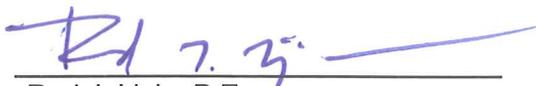
All other items of this agreement for engineering services dated October 8, 2014 shall remain unchanged.

In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Addendum No. 1 to the Agreement in duplicate on the respective dates indicated below.

**OWNER:
CITY OF KUNA, IDAHO**

**CONSULTANT:
KELLER ASSOCIATES, INC.**

By: _____

By: 
Rod J. Linja, P.E.

Title: _____

Title: President

Date: _____

Date: 10/28/2014



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: Kuna Public Works Projects
Deerhorn Sewer Trunk Project - 2015
Project Design - Consultant

DATE: October 27, 2014

REQUEST: Approve Resolution for B&A Engineers Agreement

The City of Kuna has created a registry of qualified consultants to perform design on modest sized water, sewer and pressurized irrigation projects. Of the four qualified firms from the registry, B&A Engineers was determined to be the best qualified for the above referenced project because they have greater familiarity with the soils and utility situation in vicinity of this particular project and the property owner providing the easement critical to the project has indicated a preference for this design firm. In addition B&A designed the connecting sewer facilities at both ends of the proposed line. The work includes preparing and submitting plans, specifications and contract documents in preparation for bidding and construction.

B&A Engineers has provided a Professional Services Agreement and an estimate of costs in the amount of \$15,245 for the Scope of Work. In selecting a consultant, the Idaho State Code does not allow selection on the basis of the cost of consultant services – only on the basis of qualifications to provide the services. The City will continue to make consultant selection as required in state code, but does evaluate costs to make sure expenditures are appropriately controlled.

The City Engineer requests the attached Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of B&A 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 \$182,500 for this project.

Attachments:

RESOLUTION NO. R70-2014

**CITY OF KUNA, IDAHO
AGREEMENT WITH B&A ENGINEERS, INC. TO DESIGN THE DEERHORN
SEWER MAIN (2015) PROJECT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH B&A ENGINEERS, INC. TO DESIGN THE DEERHORN SEWER MAIN (2015) PROJECT, AUTHORIZING THE CONTRACT AMOUNT OF \$15,245.00; 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 Agreement with B&A Engineers, Inc. for consulting services related to designing the Deerhorn Sewer Trunk and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost fifteen thousand two hundred forty-five dollars (\$15,245.00) and which Agreement is attached hereto, and made a part hereof, as if set forth in full, is hereby authorized and approved; and

Section 2. The City hereby authorizes the contract amount of fifteen thousand two hundred forty-five dollars (\$15,245.00); and

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 authorized and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**MASTER AGREEMENT
B & A ENGINEERS, Inc./CITY OF KUNA, IDAHO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement entered into and effective this ____ day of _____, ____ between City of Kuna, Idaho. Herein after referred to as the “CLIENT” and B&A ENGINEERS, Inc., an Idaho corporation, herein after referred to as “B&A”

WITNESSETH:

WHEREAS CLIENT intends to retain B&A to perform the services as provided for in the *Scope and Compensation Agreement*, as attached hereto as **EXHIBIT A**. The Services to be performed by B&A are hereinafter referred to as the “Services.”

NOW, THEREFORE, the CLIENT and B&A, 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 their respective performance obligations, and enforcement under the terms of this Agreement. Accordingly, the CLIENT and B&A, 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.

The terms and conditions of the Parties respective responsibilities are more particularly described in the *Engineering/Land Surveying Services Terms and Conditions*, attached hereto as **EXHIBIT B**.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to B&A- all criteria and 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.

The CLIENT will furnish to B&A all data, documents, and other items in CLIENT’s possession, or reasonably obtainable by CLIENT, including, without limitation:

- 1) Borings, probing’s and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment.
- 2) Appropriate professional interpretations of all of the foregoing, if in CLIENT’S possession.
- 3) Environmental Assessment and Impact statements, if in CLIENT’S possession.
- 4) Surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws.

5) Other special data or consultations, all of which B&A 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 B&A's Services and the Project.

PROJECT REPRESENTATIVES

The CLIENT and B&A hereby designate their authorized representatives to act on their behalf with respect to the 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:

W. Greg Nelson
Mayor
City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho
Work telephone: 208.922.5546

For B&A:

Joseph D. Canning, PE
5505 W. Franklin Rd.
Boise, ID. 83705
Work telephone: 208.343.3381
FAX telephone 208.342.5792
E-mail address: jdcanning@baengineers.com

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and B&A agree to furnish each other timely, written notice of such changes.

SCOPE, SCHEDULE AND COMPENSATION AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Kuna (Owner) and B & A Engineers, Inc. (Consultant).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

Deerhorn Sewer Main (2015) project (Project).

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE:

Consultant's services under this Agreement are generally identified as follows: See **Attachment 1**.

SCHEDULE:

The Agreement shall commence on the Effective Date. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the OWNER or for delays or other causes beyond B&A's control.

The Notice to Proceed by the OWNER, as evidenced by the execution of the Agreement shall constitute acceptance of this Agreement.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant on a time and materials basis with an estimated fee of \$15,245.00, as described in **Attachment 2**.

Compensation will be according to the billing rates included as **Attachment 3**. The total authorized budget amount shall not be exceeded without authorization from the Owner.

BASIS OF FEE

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed written addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The parties represent and acknowledge that they have authority to execute this Agreement.

OWNER: City of Kuna, Idaho, Post Office Box 13, Kuna, Idaho 83734

By: W. Greg Nelson

Its Mayor

Signature: _____

CONSULTANT: B&A ENGINEERS, INC., 5505 W. Franklin Rd., Boise, Idaho 83705

By: Joseph D. Canning, PE/LS

Its President

Signature: _____



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

ATTACHMENT #1
MEMORANDUM

TO: Proposer

FROM: Gordon N. Law
Kuna City Engineer

RE: Deerhorn Sewer Main (2015) Project
Design Services

DATE: September 15, 2014

REQUEST: Provide Design Proposal for Above Project

NARRATIVE DESCRIPTION

1. Obtain easement for route of 15" sewer main from Tim Eck.
2. Extend 15" Sewer main from south boundary of Arbor Ridge #2 to 12" main at north boundary of Stonegate Sub.
3. Decommission Deerhorn Lift Station.
4. Flush and camera existing mains and ensure that all services in Stonegate/Addax 8" main are operable and functioning. If necessary, re-connect services into 12" main.
5. Construct sewer access and service road and re-route drainage through Waters Edge.

The City Engineer requests that the following considerations are included in the proposal..

1. Proposer will prepare design drawings and bid package relying on ISPWC standards, general conditions and form of contract.
2. Proposer will coordinate alignment of sewer main, and location of manholes, stubs and services with the development plans of property owner.
3. Proposer will review submittals.
4. Proposer will provide construction staking.
5. Proposer will be available to answer questions during bidding and construction on a time and materials basis.
6. City will provide inspection, bidding and construction management.
7. Proposer will prepare record drawings.

Attachment

ATTACHMENT 1



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

October 29, 2014

To: **City of Kuna**
PO Box 13
Kuna, ID. 83634

Re: **Professional Engineering and Land Surveying Services Design Proposal for Deerhorn Sewer Main (2015) Project.**

Council, Staff

We appreciate the opportunity for the City to entertain a proposal for Services related to the extension of a sanitary sewer main within lands located south of Ardell and West of Linder Road.

The Ada County Assessor lists the parcel number of S1314417410. The lands are currently owned by DBTV Waters Edge Farm LLC.

In general terms the scope of the work is to provide design and construction period services related to an extension of a sanitary sewer mainline through the lands mentioned above.

The scope of our work is listed as attachment Number 1, a memorandum dated September 15, 2014.

The following highlights the work itemized in the request.

- **Obtain an easement for the route of 15-inch sewer main from the land owner.**

We will prepare a legal description describing an easement of sufficient width (as determined by the City Engineer), and will work with the City, and its staff to assist in securing the easement necessary for the sanitary sewer line. Based on our experience we do believe that the land owner is open to and willing to provide the necessary easement, we have no means to compel or require the land owner to grant the City an easement.

- **Decommission Deerhorn Lift Station**

We will work with the City to provide the necessary description of work to enable the selected contractor to decommission the lift station to the City Engineers requirements within the Bid package.

- **Flush and Camera existing mains and ensure that all services in Stonegate / Addax 8-inch main are operable and functioning. If necessary, re-connect services into 12-inch main**

We will work with the City to secure a suitable contractor, if necessary, and have the selected contractor access the existing facilities to have them flushed and the lines video taped to enable the location of existing in place services. The cost of flushing and camera work has not been included within the cost of our proposal.

CC: Project File

- **Construct Sewer access and service road and re-route drainage through Waters Edge.**

We will provide design services related to the installation and access service roads, and provide plans and specifications of sufficient details to allow the selected contractor to construct the necessary facilities.

- **Considerations**

We will prepare design drawings and bid package relying on ISPWC standards, general conditions and form of contract.

We will coordinate alignment of the sewer main and location of manholes, stubs and services with the land owner.

We will review submittals provided to us.

We will be available to answer questions during the bidding and construction on a time and materials basis during normal business hours, and consistent with our standard Compensation Rate Schedule as Appendix I, attached.

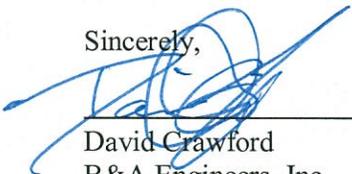
We will prepare record drawings.

We understand that timing is of critical importance for construction of this project. Our office provides a priority to construction staking. While we endeavor to be available when needed, requests for construction staking need to be provided to our office 48 hours prior to the construction staking need to assure the staking is completed effectively and timely.

We look forward to working with the City.

Should you have any questions please contact me at 343-3381 or by e-mail at dacrawford@baengineers.com

Sincerely,



David Crawford
B&A Engineers, Inc.

City of Kuna
Sanitary Sewer Line Extension
Prepared by: David Crawford
B&A Engineers, Inc.
Date: October 28, 2014

Task	Hours	Rate	Sub-total
1 Limited Topographic Survey			
2 Land Surveyor	1	\$100.00	\$100.00
3 Surveying Technician	1	\$70.00	\$70.00
4 GPS Surveying	4	\$120.00	\$480.00
5 CADD Technician	4	\$60.00	\$240.00
6 Total			\$890.00
7			
8 Sewer Construction Plans			
9 Project Engineer	4	\$115.00	\$460.00
10 Engineering Technician	12	\$70.00	\$840.00
11 CADD Technician	40	\$60.00	\$2,400.00
12 Total			\$3,700.00
13			
14 Bid Package			
15 Project Engineer	4	\$115.00	\$460.00
16 Engineering Technician	54	\$70.00	\$3,780.00
17 CADD Technician	12	\$60.00	\$720.00
18 Total			\$4,960.00
19			
20 Submittal Review			
21 Project Engineer	4	\$115.00	\$460.00
22 Engineering Technician	2	\$70.00	\$140.00
23 CADD Technician	1	\$60.00	\$60.00
24 Total			\$660.00
25			
26 Construction Staking			
27 Land Surveyor	2	\$100.00	\$200.00
28 Surveying Technician	4	\$70.00	\$280.00
29 GPS Surveying	10	\$120.00	\$1,200.00
30 CADD Technician	1	\$60.00	\$60.00
31 Total			\$1,740.00
32			
33 Record Drawings			
34 Land Surveyor	1	\$100.00	\$100.00
35 Surveying Technician	4	\$70.00	\$280.00
36 GPS Surveying	8	\$120.00	\$960.00
37 Project Engineer	5	\$115.00	\$575.00
38 Engineering Technician	6	\$70.00	\$420.00
39 CADD Technician	16	\$60.00	\$960.00
40 Total			\$3,295.00
41			
42 Grand Total			\$15,245.00

B & A Engineers, Inc.

Compensation Rate Schedule

August 2008

<u>Engineering Staff</u>	<u>Hourly Rate</u>
Principal Engineer (Licensed).....	\$115.00
Licensed Engineer.....	\$100.00
Engineering Technician.....	\$ 70.00
Drafting Technician.....	\$ 60.00
 <u>Land Survey Staff:</u>	
Land Surveyor (Licensed).....	\$ 100.00
Survey Technician.....	\$ 70.00
Drafting Technician.....	\$ 60.00
Survey Crew (2 man crew).....	\$120.00
GPS Land Survey Field Crew (1 crew member).....	\$120.00
(Includes GPS survey station, caps, stakes, lath, rebar & auto)	
GPS Land Survey Field Crew (2 man crew).....	\$170.00
(Includes GPS survey station, caps, stakes, lath, rebar & auto)	
 <u>Miscellaneous Expenses:</u>	
General Secretarial & Clerical.....	\$40.00
In-office File Research.....	\$40.00
Meals & Lodging.....	Actual Cost
Mylar Copies.....	\$1.50/SQ.FT.
Photocopies (In House).....	15¢ Sheet
Out-Sourced Printing & Copies.....	Actual Cost
Fees, Permits, Recording, Costs, Etcetera.....	Actual Cost
* Mileage.....	\$ 0.51 / Mile
** Travel Time.....	Above Rates

* Mileage is charged to accounts if travel distance, one way, is greater than 40 miles from ENGINEER's office.

** Travel time for employees is charged to job site (one way) only for jobs greater than 30 miles from ENGINEER's office.

Note: Rates are subject to periodic adjustment at the ENGINEER's discretion.

Engineering/Land Surveying Services Terms and Conditions

Definitions

ENGINEER: B & A Engineers, Inc., an Idaho Corporation doing business at 5505 West Franklin Road, Boise, Idaho, 83705.

CLIENT: The City of Kuna, Idaho, the party for whom engineering and/or land surveying services are performed by ENGINEER.

PROJECT: The work, as described in the Master Agreement, the Scope, Schedule and Compensation Agreement, and all attachments (Agreements) to be performed by ENGINEER.

PROJECT DOCUMENTS: All computer files, field books, field notes, calculations, plans, specifications, reports, designs, conceptual layouts, sketches and drawings prepared or used by ENGINEER for or relating to the PROJECT.

General

The ENGINEER intends to render services for the CLIENT in accordance with generally accepted professional practices for the intended use on the PROJECT. Amendments to the Agreements for the PROJECT shall only be valid by written agreement signed by both the CLIENT and the ENGINEER.

The CLIENT guarantees full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services on the PROJECT.

The ENGINEER is not responsible for any errors or omissions in the information compiled and furnished by others that is subsequently incorporated into work performed by the ENGINEER in reference to the PROJECT, or for costs, damages, or delays resulting therefore, unless the errors or omissions in the information is known or reasonable known to contain said errors or omissions. This provision shall survive the completion of the services provided under this agreement.

Should ENGINEER be replacing or continuing the work of other design professionals on this PROJECT, the ENGINEER shall have no responsibility for the components of the PROJECT design created by other design professionals and shall not be required to review or verify the design for compliance with applicable laws, statues, ordinances, building codes, and rules and regulations.

The ENGINEER is not responsible for any errors or omissions of any party or parties involved in any services used, other than its own, or for failures of any contractor or sub-contractor to construct any item in accordance with recommendations issued by the ENGINEER.

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER.

The ENGINEER has not retained for and does not have the responsibility for, or the authority to direct, or supervise construction methods, techniques, procedures or safety methods.

Any opinion of the estimated construction cost prepared by the ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.

Services not covered in the Agreements, shall be compensated at the latest prevailing rates, which may be greater or lesser than current rates. The CLIENT shall pay costs incurred by ENGINEER's overnight lodging, travel, and meals in performance of services on the PROJECT. CLIENT shall reimburse ENGINEER's travel costs at cost for said travel, unless said travel is by automobile or truck. Travel by automobile or truck shall be reimbursed as published within ENGINEER's standard compensation rate schedule.

The CLIENT may make or approve changes within the general scope of services, proposal and/or Agreement. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the scope of services, proposal and/or Agreement.

This Agreement is not assignable by either party without the express written consent of the other.

Although ENGINEER will strive to produce designs, drawings, concepts, etceteras that are acceptable to the CLIENT and various plan review agencies and that are economical and prudent to construct, changes, additions and revisions to these plans will be considered extra work and shall be paid for on a time and materials basis in addition to any other payment provided for in this Agreement.

The ENGINEER shall exercise usual and customary professional care in his or her efforts to comply with those laws, codes, ordinances, and regulations that are in effect as of the date of this Agreement.

The Agreement is to be interpreted and governed by the laws of the state of Idaho.

Instruments of Service

Ownership and property interest of all PROJECT DOCUMENTS, in paper or electronic format, (including the copyright and right of reuse at the discretion of the ENGINEER) are instruments of service and remain the property of the ENGINEER, whether or not the PROJECT is completed. ENGINEER shall release PROJECT DOCUMENTS to CLIENT at CLIENT's request. CLIENT shall not rely in any way on any PROJECT DOCUMENTS unless it is in a printed form, signed and sealed by the professional who is in responsible charge of the PROJECT and employed by ENGINEER.

The ENGINEER or CLIENT may rely that data or information set forth on paper (also known as hard copies) that the ENGINEER or CLIENT receives from the other party by mail, hand delivery, or facsimile, are the items that the ENGINEER or CLIENT intended to send. Files in electronic media format or text, graphics, or any other types that are furnished by the ENGINEER or CLIENT to the other are furnished for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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When transferring PROJECT DOCUMENTS in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such PROJECT

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1. CLIENT acknowledges that such PROJECT DOCUMENTS are not intended or represented to be suitable for the use on the PROJECT unless completed by ENGINEER, or for use or reuse by CLIENT or others on extensions of the PROJECT or on any other project without written verification or adaptation by ENGINEER;
2. Any such use or reuse, or any modifications to the PROJECT DOCUMENTS, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at the CLIENT's sole risk and without liability or legal exposure to ENGINEER;
3. CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorney's fees, arising out of the use, reuse, or modifications without written authorization, completion, or adaptation by ENGINEER;
4. Such limited license to CLIENT shall not create any rights in third parties.

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Limit of Liability

To the fullest extent permitted by law, CLIENT and ENGINEER (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

Payment for Services - Failure to Pay

Billings will be submitted on approximately monthly or other convenient billing dates and payment therefore is due and payable within thirty (30) days following the billing date. Should billings not be paid in full within such period, ENGINEER may (at his option) declare further engineering services on the PROJECT terminated and decline to proceed further, or may proceed with the work. However, if payment is not received in full following an eighty (80) day period, a claim of lien for the unpaid billing may be filed. Billings unpaid shall bear interest from the date when payment was due, at twelve (12%) per annum until paid.

Any costs or charges in ENGINEER's billings to CLIENT that CLIENT disputes shall be called to ENGINEER's attention within ten (10) days of receipt of ENGINEER's billing. CLIENT and ENGINEER shall work together in good faith to resolve the disputed costs or charges. If CLIENT and ENGINEER shall be unable to resolve the disputed costs or charges within twenty-five (25) days, ENGINEER shall have the right to suspend or terminate further services.

CLIENT agrees that ENGINEER has the right to suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of ENGINEER's statement, and CLIENT agrees to waive any claim against ENGINEER, and to indemnify, defend, and hold ENGINEER harmless from and against any claims arising from ENGINEER's suspension or termination due to CLIENT's failure to provide timely payment.

Termination

This Agreement may be terminated for convenience on thirty (30) days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, the ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If the ENGINEER finds it necessary to procure an attorney to pursue collection of unpaid fees, the CLIENT agrees to pay ENGINEER's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon. If a suit or legal action is filed, the amount of such reasonable attorney's fees shall be fixed by the court in which the suit or action, including appeal therein, is tried, heard or decided. CLIENT shall not engage other similar engineering services until money amounts due under the Agreement have been determined and paid.

Authorization to Proceed

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Engineering/Land Surveying Services Terms and Conditions Attachment 2

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The ENGINEER is not responsible for any errors or omissions of any party or parties involved in any services used, other than its own, or for failures of any contractor or sub-contractor to construct any item in accordance with recommendations issued by the ENGINEER.

The ENGINEER is responsible for the reasonable costs of a change order directly associated with negligent any errors or omissions on the part of the ENGINEER, less the increased value to the CLIENT created by such change order. The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER.

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~~Services if further services are~~ not covered in the ~~original scope of work, proposal and/or Agreements, shall be compensated these services shall be provided~~ at the latest prevailing compensation rates, which may be greater or lesser than current rates. The CLIENT shall pay costs incurred by ENGINEER's overnight lodging, travel, and meals in performance of services on the PROJECT. CLIENT shall reimburse ENGINEER's travel costs at cost for said travel, unless said travel is by automobile or truck. Travel by automobile or truck shall be reimbursed as published within ENGINEER's standard compensation rate schedule.

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Limit of Liability

To the fullest extent permitted by law, CLIENT and ENGINEER (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT, ~~and (2) agree that ENGINEER's total liability to CLIENT under this Agreement shall be limited to \$20,000 or the total amount of compensation received by ENGINEER, whichever is greater.~~

Payment for Services - Failure to Pay

Billings will be submitted on approximately monthly or other convenient billing dates and payment therefore is due and payable within thirty (30) days following the billing date. Should billings not be paid in full within such period, ENGINEER may (at his option) declare further engineering services on the PROJECT terminated and decline to proceed further, or may proceed with the work. However, if payment is not received in full following an eighty (80) day period, a claim of lien for the unpaid billing may be filed. Billings unpaid shall bear interest from the date when payment was due, at twelve (12%) per annum until paid.

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Authorization to Proceed

Execution of the Agreement, or other written authorization to proceed, by the CLIENT will be authorization of the ENGINEER to proceed with the work, unless otherwise provided for in the Agreement or other written authorization.



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): 02-05-AN, Sub, PUD (Conditions of Approval Modification) Crimson Point Subdivision

Location: 1403 N. Meridian Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: October 7, 2014

Applicant: DB Development LLC
Tim Eck
6152 W. Half Moon lane
Eagle, ID, 83616
208.850.0591
Tweenterprises@yahoo.com

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

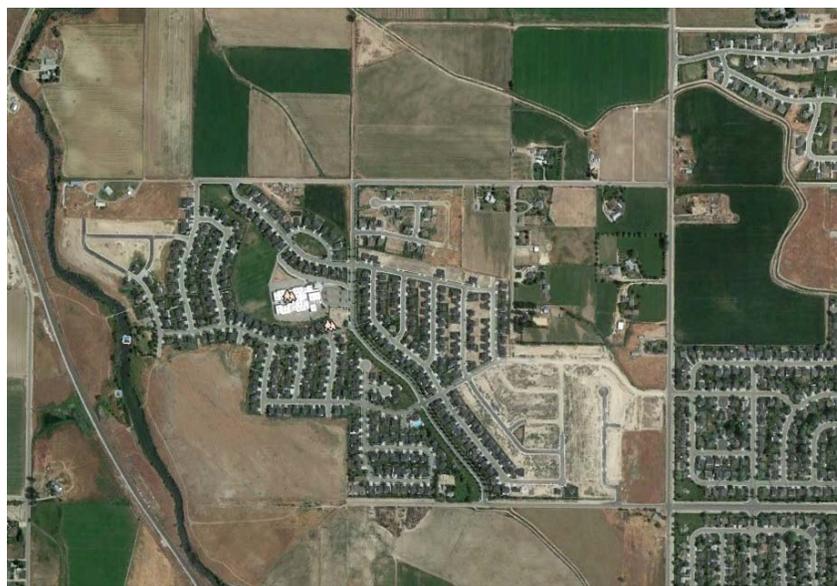
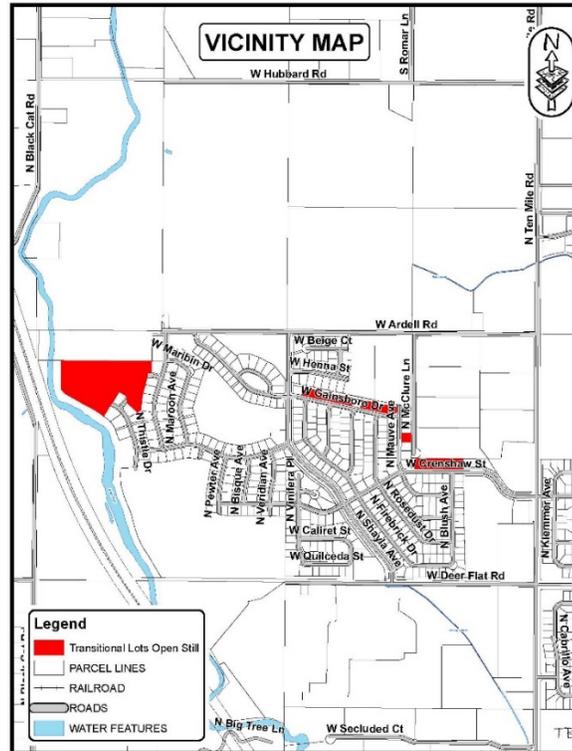
- | | |
|----------------------------|--------------------------------------|
| i. Agencies | August 18, 2014 |
| ii. 300' Property Owners | September 27, 2014 |
| iii. Kuna, Melba Newspaper | September 17, 24 and October 1, 2014 |
| iv. Site Posted | September 26, 2014 |

B. Applicants Request:

1. Request:

Applicant requests modification of the conditions of approval for the Crimson Point PUD subdivision development at the northwest corner of Deer Flat and Ten Mile Roads. This application specifically requests the requirement for single-story homes along the entire north boundary of the project be removed allowing two-story homes to be built on the remaining open as the market dictates. Currently, the developer may only build single-story homes.

C. Vicinity and Aerial Maps:



D. History: The project was originally approved by Council April 28, 2003. In the application submitted by the developer, an exhibit demonstrating *transitional lots* along the north boundary line for all phases of the subdivision was submitted. While staff can find no direct evidence why this was submitted with transitional lots, it is believed at that time it was requested as a way to buffer the development from the existing homes and farms on the north boundary. Crimson Point is the first subdivision in the area. The first four phases were constructed following this requirement. Since then, much of the remaining northern boundary has been developed by another subdivision. Naturally, the question was raised if a single-story requirement is still necessary, as many of the open lots awaiting lots, now are back-to-back with lots for future homes (who may build two-story homes), or adjacent to lots where ownership may no longer be the same and the sentiment may be different than when the requirement was placed.

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.

2. **Surrounding Land Uses:**

North	Agric., R-4, R-6, RR and RUT	City Limits and Ada County
South	R-6, R-5, C-1, Agric. And RUT	City Limits and Ada County
East	R-6, C-1 and RUT	City Limits and Ada County
West	RD and RR	Ada County

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 subdivision. There are many existing homes and many lots waiting to have homes placed on them.

5. **Transportation / Connectivity:** Currently the site has four combined access points on Deer Flat and Ardell Roads.

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, Ada County Highway District (ACHD), the Idaho Transportation Department (ITD), and Department of Environmental Quality. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation and the US Post Office.

F. Staff Analysis:

This site is near the northwest corner (NWC) of Ten Mile and Deer Flat Roads. The applicants request appears to follow the current trend by other developers and home builders in the near vicinity.

While Code does not prohibit two story homes, we believe it was implemented back in 2003 as a measure to mitigate the subdivision impact with adjacent properties. Since 2003, the developer has built homes

following this condition. Now in 2014, some site conditions have changed – Crimson Point North (adjacent to approximately 1/3 of the area in this request) is being developed with two story homes and the applicant believes the sentiment from other property owners may not be the same as it was 11 years ago – given ownership changes.

Staff forwards a view of support for this request to Council, based on the absence of this requirement in Code and that adjacent properties (backing the area seeking this change) are able to place two story homes.

G. Applicable Standards:

1. Kuna City Code, Title 5, Zoning Ordinance No. 230, 546 and 570,
2. Kuna City Code, Title 5, Section 3, Zoning Regulations,
3. Kuna City Code, Title 5, Section 2, Overlay District Ordinance,
4. Kuna City Code, Comprehensive Plan and Future Land Use Map,
5. 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.s 02-05-AN, Sub, PUD (Conditions of Approval 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.s 02-05-AN, Sub, PUD (Conditions of Approval Modification), the Kuna City Council finds Case No.s 02-05-AN, Sub, PUD (Conditions of Approval Modification), appears to comply with Kuna City Code.
2. Based on the evidence contained in Case No.s 02-05-AN, Sub, PUD (Conditions of Approval Modification) the Kuna City Council finds Case No.s 02-05-AN, Sub, PUD (Conditions of Approval 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 Planning and Zoning Commission:

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. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The Boise-Kuna Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of a building permit.
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.

3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Lighting within the site shall comply with Kuna City Code as stated in KCC 5-9-5-B.
6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise).
8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Council, or seek amending them through public hearing processes.
12. This development is subject to landscaping and building design reviews, among other land use applications as applicable, at time of development. All remaining pads on site will be subject to the same.
13. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
14. Developer shall comply with all local, state and federal laws.

DATED: This ___th day of October, 2014.



City of Kuna

763 W. Avalon St.
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.Id.gov

City Council Staff Report

To: City Council

Case Numbers: 14-03-LLA (Lot Line Adjustment) William & Karen Reid

Location: 310 East 2nd Street
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: November 4, 2014

Applicant: **William & Karen Reid**
310 East 2nd Street
Kuna, Idaho 83634
435.830.4721 / 435.228.8390
Billnkarenn6@gmail.com

Table of Contents:

- A. Course Proceedings
- B. Applicant Request
- C. Vicinity Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Decision by the Council

A. Course of Proceedings:

1. A Lot Line Adjustment (**LLA**) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with the City Council as the decision making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65, Local Planning Act. The guidelines for decision making by the Council as outlined in KCC 1-14-3 have been adhered to.

- a. Notifications

- i. Agenda

November 4, 2014

B. Applicants Request:

1. The applicants seek this LLA approval to solve several long standing issues on their properties. The fence shared with their neighbors to the east (the Bachman's) is actually ten feet (+/-) west of the shared property line. This request includes moving the property to match the fence line. Part two of their request includes combining the parcel to the west (R0615000800 – 0.13 acres) of the Reid's primary lot with their primary lot (R0615000868 – 0.29 acres). The Reid's are also taking care of several house-keeping items, including moving fences in the rear of their yard to match actual property lines.
2. The applicant has submitted all necessary documents and materials for review.

C. Vicinity Maps:



D. History:

Two of the lots in this request are owned by the Reid’s, the third lot is owned by the Bachman’s. The three lots involved with this request are all cooperating land owners and all want to correct the discrepancy of the fence in relation to the lot line. The second lot the Reid’s own is vacated Rights-of-Way and they simply want to add this land to their primary lot.

E. General Project Facts:

1. **Comprehensive Plan Designation:** The approved Future Land Use map (FLU) indicates the site is within the medium density residential designation. In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the FLU map.

2. **Surrounding Land Use:**

Direction	Current Zoning	
North	R-6	Medium Density Residential – Kuna City
South	R-6, P	Medium Density Residential and Public– Kuna City
East	R-6	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City

3. **Parcel Numbers:** APN: R0615000868, R0615000870 and R0615000800.

4. **Parcel Sizes and Current Zoning:**

Acres: 0.29 acres, 0.24 acres and 0.13
 Zoning: R-6 (Medium Density Residential) for all three parcels

5. **Services:**

Fire Protection – Kuna Rural Fire District
 Police Protection – Kuna City Police (Ada County Sheriff)
 Sanitary Sewer– City of Kuna

Potable Water – City of Kuna
 Irrigation District – KMID
 Pressurized Irrigation – City of Kuna (KMID)
 Sanitation Services – J&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Two parcels have existing homes on them and items generally associated with homes. The third lot is vacant land and the site's topography is generally flat.
7. **Transportation / Connectivity:** Access to the site will be from East 2nd Street.
8. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflict.

F. Staff Analysis:

While the applicant's surveyor is being thorough and attempting to clean up some fencing issues on the Reid lot, there is extra information, which in staff's opinion, does not belong on the Record of Survey (ROS).

In the alley way in the rear yard, the surveyor has listed "AREA OF THE ALLEY WITHIN REID FENCE". Staff is grateful the Reid's are curing this error. The line work on the ROS could be viewed by others as a property line and it may confuse the process. Staff would recommend removing the fence issue call-out from the ROS. Staff would also recommend the signature blocks for the City Engineer and the City Council be removed likewise.

Staff views this proposed action to be consistent with the surrounding uses and the approved FLU map designation. Staff forwards a recommendation of *approval* for Case No. 14-03-LLA, to the Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5;
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The City Council may accept the Comprehensive Plan components as described below.

1. The proposed LLA 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 – Land Use

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

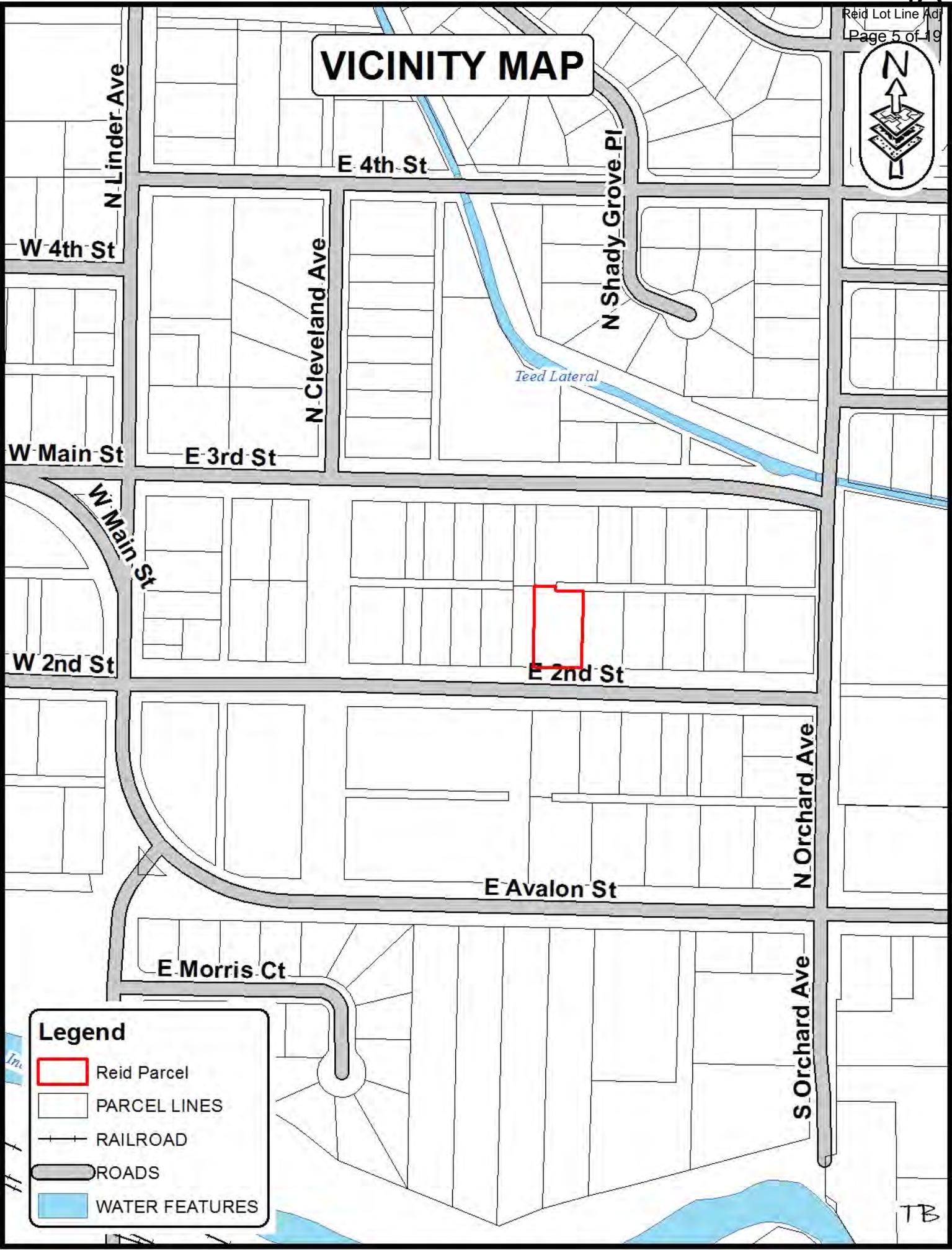
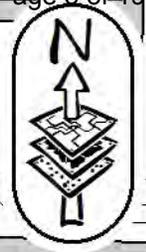
I. Proposed Decision by the Council:

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 the report, those changes must be specified.

Based on the facts outlined in staff's report, the case file and discussion at the public meeting with the Council of Kuna, Idaho, hereby (approves/denies) Case No. 14-03-LLA, a Lot Line Adjustment request by William and Karen Reid; with the following conditions of approval:

1. *Applicant or Owner has one (1) year from the date of approval to obtain a zoning certificate, or this approval will become null and void.*
2. Have an engineer or surveyor prepare and record the following documents:
 - a. Record of Survey
 - b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved.
 - c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
 - d. Applicant and/or Owner shall have the aforementioned completed within one (1) year of the Councils Order of Decision.
3. Remove the City signature lines from the proposed record of survey (ROS), and other suggested items.
4. The applicant shall adhere to agency and staff recommendations.
5. The applicant shall comply with all federal, state and local laws.

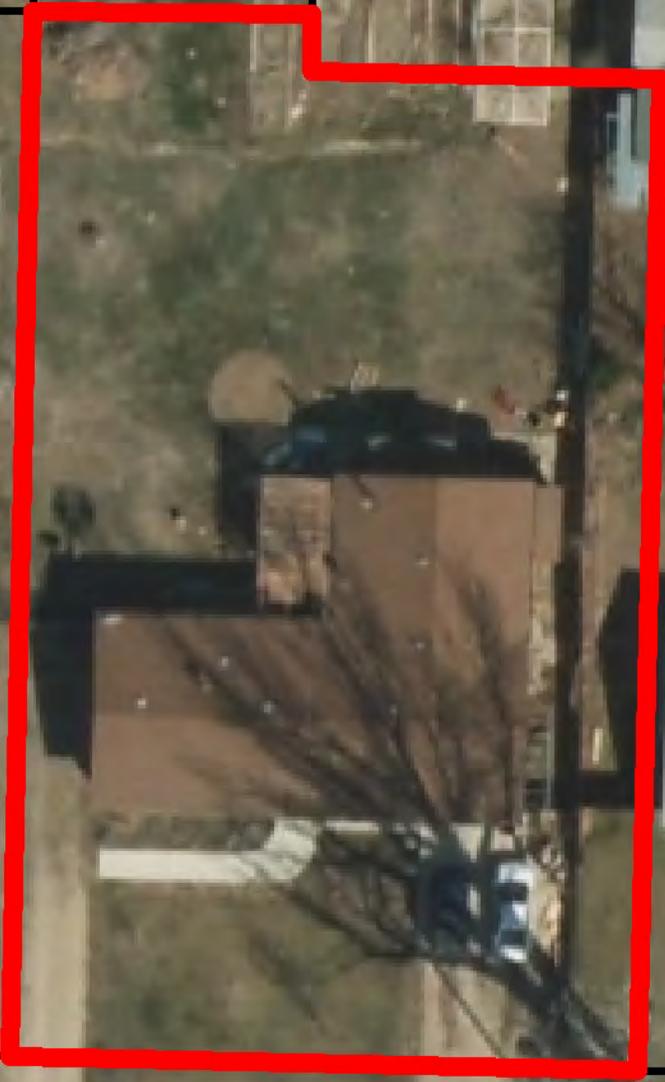
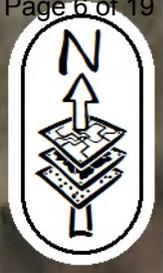
VICINITY MAP



Legend

-  Reid Parcel
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

AERIAL MAP



Legend

-  Reid Parcel
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

E 2nd St

RECEIVED
3/13/14

CITY OF KUNA



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Only For Office Use Only	
File Number (s)	14-03-LLA
Project name	REID LLA
Date Received	SEPT. 29, '14
Date Accepted/Complete	SEPT. 30, '14
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	NOV. 4, 2014

- Type of Review (check all that apply):**
- Annexation
 - Appeal
 - Comprehensive Plan Amendment
 - Design Review
 - Development Agreement
 - 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>William + Karen Reid</u>	Phone Number: <u>435-830-4721 / 435-228-8390</u>
Address: <u>310 E 2nd St.</u>	E-Mail: <u>billnkarenn6@gmail.com</u>
City, State, Zip: <u>Kuna Idaho 83634</u>	Fax #: _____
Applicant (Developer): <u>Same as</u>	Phone Number: _____
Address: <u>Above</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>310 E. 2ND STREET, KUNA, IDAHO</u>	
Site Location (Cross Streets): <u>2ND STREET & LINDER</u>	
Parcel Number (s): <u>R-0615000868</u>	
Section, Township, Range: _____	
Property size: <u>.29</u>	
Current land use: <u>R-6</u>	Proposed land use: <u>R-6</u>
Current zoning district: <u>RESIDENTIAL</u>	Proposed zoning district: <u>RESIDENTIAL</u>

Project Description

Project / subdivision name: Avalon Addition

General description of proposed project / request: lot line Adjustment between 2 residential lots

Type of use proposed (check all that apply):

Residential

Commercial

Office

Industrial

Other

Amenities provided with this development (if applicable): N/A

Residential Project Summary (if applicable)

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.): _____

N/A

Non-Residential Project Summary (if applicable)

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.): _____

N/A

* Applicant's Signature: Harold Reid Date: Sept 29, 2014



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

Lot Line Adjustment Checklist

A Lot Line Adjustment request does not require a public hearing, and will be scheduled for a regular City Council meeting as a regular agenda item.

Project name: REID / BACHMAN	Applicant: William & Karen Reid
--	---

All applications are required to contain one copy of the following:

Applicant (v)	Description	Staff (v)
<input type="checkbox"/>	Completed and signed Commission & Council Review Application.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or reason for the lot line adjustment.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	<input checked="" type="checkbox"/>
<input type="checkbox"/>	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	A sketch showing the proposed lot line adjustment. The sketch shall include the following information: <ul style="list-style-type: none"> ◇ Current lot size including dimensions, square-footage and street frontage. ◇ Proposed new location of the lot line and new dimensions, square-footages and street frontages. ◇ Streets, surrounding land uses, etc. ◇ Existing and proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc, if applicable. 	<input checked="" type="checkbox"/>

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a hearing date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

We, the undersigned (William E. Reid, Karen D. Reid, Bob Bachman, Lisa Bachman) hereby agree on 27 September 2014 that we collectively want to establish a new lot line to reflect the current fence line between lots 21 and 22 as it exists currently in place (see Exhibits A & B.)

William E. Reid 9-27-14

William E. Reid

Karen D. Reid 9-27-14

Karen D. Reid

Bob Bachman 9-27-14

Bob Bachman

Lisa Bachman 9-27-14

Lisa Bachman



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: Wendy Howell; Troy Behunin

FROM: Gordon N. Law
Kuna City Engineer

RE: 310 E 2nd Street William Reid-Bob Bachman
Lot Line Adjustment
14-03-LLA

DATE: October 22, 2014

The City Engineer has reviewed the Lot Line Adjustment request of the above applicant(s) dated September 30, 2014. It is understood this lot line adjustment is an attempt by the two property owners to reconcile a private issue on their common boundary. The following comments are provided based on the information provided in the application:

1. The applicant's proposal does not appear to affect existing public roads or easements or to adversely compromise the ability to expand or extend them in the future.
2. The applicant's proposal does not appear to affect publicly maintained utilities or to adversely compromise the ability to expand or extend them in the future.

The City Engineer concludes there is not a reason, from a public works perspective, to provide further comment on the application. If any presumption of conditions by the engineer is different than the true facts, the City Engineer's comments may need to be modified.

QUITCLAIM DEED

FOR VALUE RECEIVED William E. Reid and Karen D. Reid, husband & wife
GRANTOR(s)

does (do) hereby CONVEY, RELEASE, REMISE AND FOREVER QUIT CLAIM unto:
Bob Bachman and Lisa Bachman, husband and wife
GRANTEE(s)

whose current address is: 1677 N. Calaveras Place, Kuna, Idaho, 83634

the following described real property in the City of Kuna, Ada County, State of Idaho, more particularly described as follows,
to wit:

see EXHIBIT A attached hereto

Date: September 18, 2014

William E. Reid
William E. Reid

Karen D. Reid
Karen D. Reid

STATE OF IDAHO) ss

County of Ada)

On this 29th day of September, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared William E. Reid and Karen D. Reid, husband and wife, identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)



Jacqueline G Morgan
Notary Public for Idaho

Residing at: Kuna

My Commission expires: 4-3-19

EXHIBIT A

Description of portion of Lot 21 to be conveyed to Bob Bachman Aug.27, 2014

A portion of Lot 21 of Block 6 of the Avalon Addition to Kuna, the official plat for which is recorded in Book 5 of Plats at Page 239, being a parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, T.2 N., R.1 W., B.M. City of Kuna, Ada County, Idaho and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 6; thence,

N.88°40'33"W., 10.40 feet along the south line of said Lot 6 to a ½ inch rebar set at the point of intersection of same with an existing fence of possession between Reid and Bachman; thence,

N.01°51'53"E., 142.32 feet along said fence line to the point of intersection of same with the north line of said Lot 21; thence,

S.88°41'29"E., 8.72 feet along the north line of said Lot 21 to the northeast corner of same; thence,

S.01°11'15"W., 142.31 feet along the east line of said Lot 21 to the **POINT OF BEGINNING**,

said portion of Lot 21 containing 1,360 square feet 0.031 acres, more or less.

Prepared by: John S. Austin
Idaho PLS 5081



APPROVAL OF OWNERS
 I, THE OWNERS OF THE SUBJECT PROPERTIES, HEREBY APPROVE OF THIS PROPERTY LINE ADJUSTMENT.

FOR LOT 21: WILLIAM E. REID KAREN D. REID FOR LOT 22: BOB BACHMAN
 ACKNOWLEDGMENT LISA BACHMAN

STATE OF IDAHO)
 ON THIS DAY OF 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND
 COUNTY OF ADA,)
 FOR THE STATE OF IDAHO, PERSONALLY APPEARED THE ABOVE-SIGNED, KNOWN OR PROVED TO ME TO BE
 THAT THEY EXECUTED THE SAME.
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
 OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO _____ IDAHO
 RESIDING AT _____
 MY COMMISSION EXPIRES: _____

APPROVAL OF CITY ENGINEER
 I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA
 COUNTY, IDAHO, DO HEREBY APPROVE THIS PROPERTY LINE ADJUSTMENT.

CITY ENGINEER _____ DATE _____

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF KUNA, ADA
 COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE
 CITY COUNCIL ON THE DAY OF 2014,
 THIS PROPERTY LINE ADJUSTMENT WAS DULY ACCEPTED AND APPROVED.

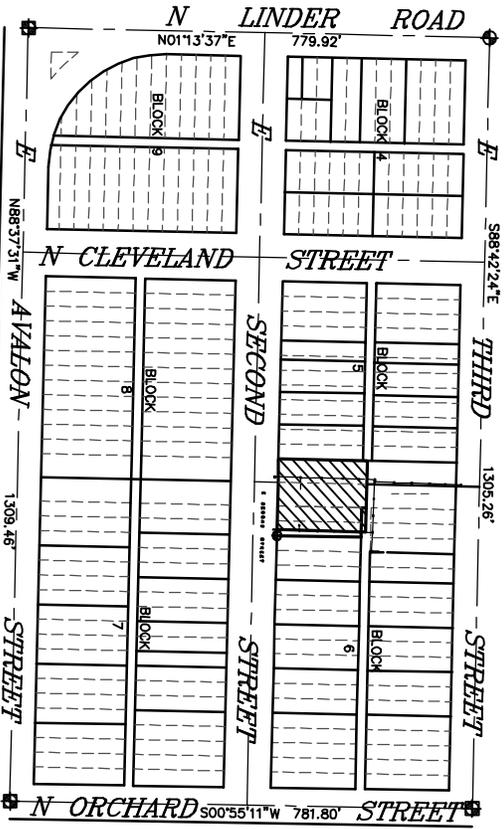
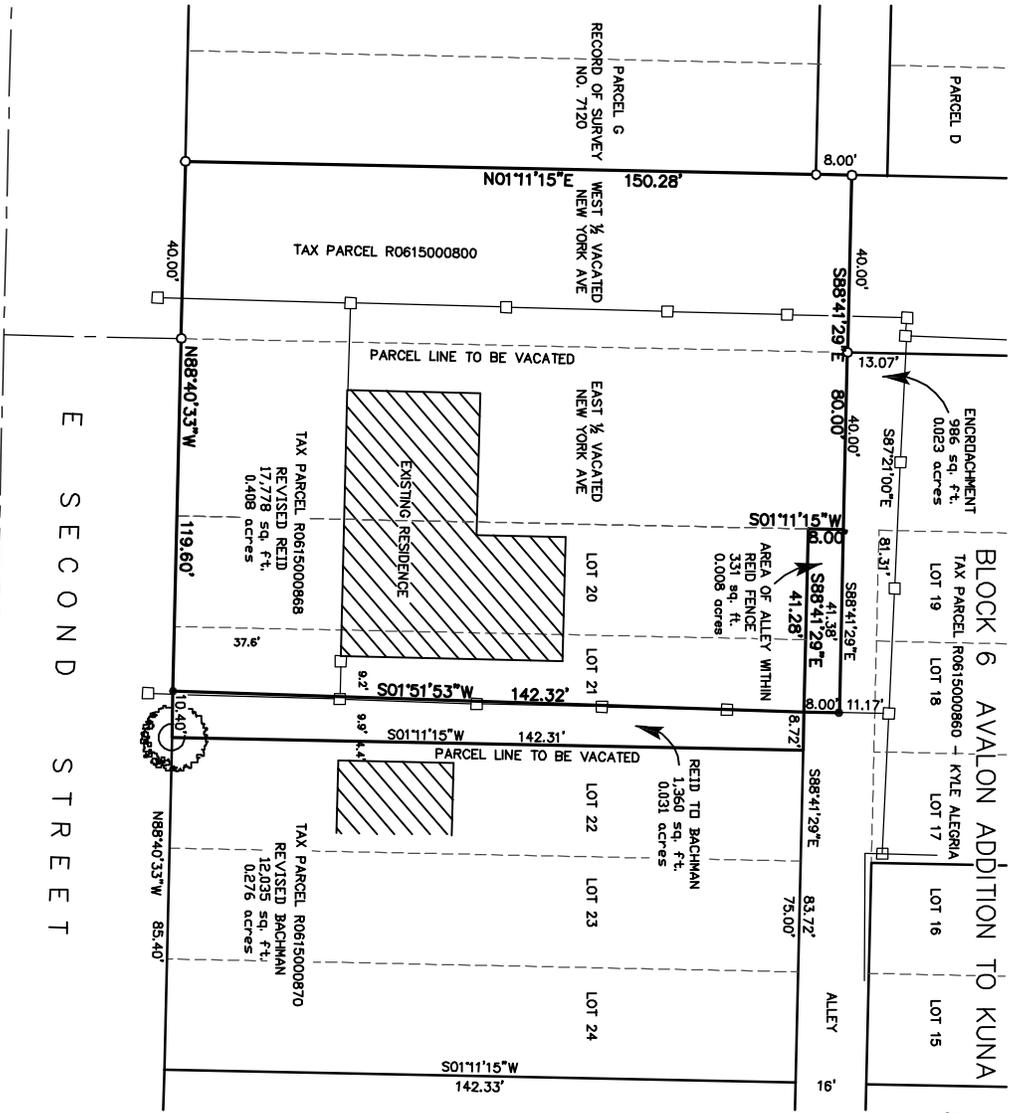
CITY CLERK _____ DATE _____

RECORD OF SURVEY NO. _____
CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
 COUNTY OF ADA,)
 I HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS FILED AT THE
 REQUEST OF John S. Austin, AT _____ MINUTES PAST _____ O'CLOCK M.
 ON THIS DAY OF 2014 IN MY OFFICE
 AND WAS DULY RECORDED AS INSTRUMENT NO. _____
 DEPUTY _____ \$5.00
 EX-OFFICIO RECORDER _____ FEE _____

GENERAL NOTES:

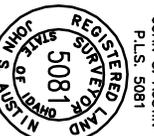
- 1.) THESE PROPERTIES ARE CURRENTLY ZONED R-6. NO CHANGE IS ANTICIPATED.
- 2.) THE PROPERTY LINE ADJUSTMENT BETWEEN LOT 21 AND LOT 22 IS NEEDED TO MOVE THE PROPERTY LINE TO THE EXISTING FENCE BETWEEN THESE PROPERTIES. THE PORTION OF LOT 21 LYING EAST OF SAID FENCE WILL BE QUIET-CLAIMED BY REID TO BACHMAN.
- 3.) THE FENCE ON THE NORTH LINE OF REID WHICH ENROACHES INTO LOTS 17, 18 AND 19 WILL BE MOVED TO ELIMINATE ANY ENROACHMENT INTO PROPERTY OF ALEGRIA.
- 4.) REID DOES NOT CHALLENGE THE RIGHT OF THE PUBLIC TO THE ALLEY ALONG THE NORTH LINE OF THE PROPERTY. THE FENCE WILL REMAIN UNTIL THE ALLEY IS OPENED.
- 5.) ALL INTERIOR PARCEL LINES WITHIN REID ARE TO BE VACATED, CREATING A SINGLE PARCEL.



- LEGEND**
- FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - FOUND 1/2 INCH REBAR
 - SET 1/2 INCH REBAR

REFERENCES
 PLAT OF AVALON ADDITION TO KUNA, BK 5 PG 239
 RECORD OF SURVEY NO 7120 10/27/2005

CERTIFICATE OF SURVEYOR
 JOHN S. AUSTIN, REGISTERED LAND SURVEYOR, LICENSE NO. 5081, STATE OF IDAHO, COUNTY OF ADA, HEREBY CERTIFIES THAT HE IS A REGISTERED PROFESSIONAL LAND SURVEYOR AND THAT THE MAP WAS DRAWN USING THE STATE OF IDAHO'S STANDARD PRACTICES AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY. THAT HE HAS COMPLIED WITH THE REQUIREMENTS OF TITLE 55, CHAPTER 16, RECORDING OF SURVEYS, OF THE IDAHO STATE CODE.



RECORD OF SURVEY
 FOR
 WILLIAM & KAREN REID
 PROPERTY LINE ADJUSTMENT
 LOTS 20 & 21 BLK 6 AVALON ADD TO KUNA
 AND VACATED PORTION OF NEW YORK AVE
 SW 1/4 OF SECTION 24, T2 N, R1 E, BLM,
 CITY OF KUNA, ADA COUNTY, IDAHO



EXHIBIT A

Description of portion of Lot 21 to be conveyed to Bob Bachman Aug.27, 2014

A portion of Lot 21 of Block 6 of the Avalon Addition to Kuna, the official plat for which is recorded in Book 5 of Plats at Page 239, being a parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, T.2 N., R.1 W., B.M. City of Kuna, Ada County, Idaho and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 6; thence,

N.88°40'33"W., 10.40 feet along the south line of said Lot 6 to a $\frac{1}{2}$ inch rebar set at the point of intersection of same with an existing fence of possession between Reid and Bachman; thence,

N.01°51'53"E., 142.32 feet along said fence line to the point of intersection of same with the north line of said Lot 21; thence,

S.88°41'29"E., 8.72 feet along the north line of said Lot 21 to the northeast corner of same; thence,

S.01°11'15"W., 142.31 feet along the east line of said Lot 21 to the **POINT OF BEGINNING**,

said portion of Lot 21 containing 1,360 square feet 0.031 acres, more or less.

Prepared by: John S. Austin
Idaho PLS 5081



EXHIBIT B

Description of Revised Parcel R0615000868 William Reid Aug.27, 2014

Lot 20 and a portion of Lot 21 of Block 6 of the Avalon Addition to Kuna, the official plat for which is recorded in Book 5 of Plats at Page 239, together with the east ½ of the adjacent portion of vacated New York Avenue and the west ½ of said adjacent vacated portion of vacated New York Avenue, said vacation per Resolution Number 56, Instrument No. 527555, recorded in Book 46 of Misc. at Page 228, being a parcel of land located in the SW¼ SW¼ of Section 24, T.2 N., R.1 W., B.M. City of Kuna, Ada County, Idaho and being more particularly described as follows:

BEGINNING at a ½ inch rebar at the southeast corner of Block 5 of said Avalon Addition to Kuna; thence,

N.01°11'15"E., 150.28 feet along the west sideline of former New York Avenue to a ½ inch rebar in the center of the alley between Parcel D and Parcel G of Record of Survey No. 7120; thence,

S.88°41'29"E. (S.88°41'45"E. per said Record of Survey), 80.00 feet to the center of the alley between Lot 19 and Lot 20 of said Block 6; thence,

S.01°11'15"W., 8.00 feet along the east sideline of said former New York Avenue to the northwest corner of said Lot 20; thence,

S.88°41'29"E., 41.28 feet along the north lines of said Lots 20 and 21 to the intersection of same with an existing fence of possession between Reid and Bachman; thence,

S.01°51'53"W., 142.32 feet along said fence line to a ½ inch rebar set at the intersection of said fence line with the south line of said Lot 21; thence,

N.88°40'33"W., 119.60 feet along the south lines of said Lots 21 and 20 and across said vacated New York Avenue to the **POINT OF BEGINNING**,

said parcel containing 17,778 square feet or 0.408 acres, more or less.

Prepared by: John S. Austin
Idaho PLS 5081



EXHIBIT C

Description of Revised Parcel R0615000870 Bob Bachman Aug.27, 2014

Lots 22, 23 and 24 and a portion of Lot 21 of Block 6 of the Avalon Addition to Kuna, the official plat for which is recorded in Book 5 of Plats at Page 239, being a parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, T.2 N., R.1 W., B.M. City of Kuna, Ada County, Idaho and being more particularly described as follows:

BEGINNING at at the southeast corner of Lot 24 of Block 6 of said Avalon Addition to Kuna; thence,

N.88°40'33"W., 85.40 feet along the south lines of Lots 24, 23, 22 and 21 to a $\frac{1}{2}$ inch rebar set at the intersection of said south line with an existing fence of possession between Bachman and Reid; thence,

N.01°51'53"E., 142.32 feet along said fence line to the intersection of same with the north line of said Lot 21; thence,

S.88°41'29"E., 83.72 feet along the north lines of said Lots 21, 22, 23 and 24 to the northeast corner of said Lot 24; thence,

S.01°11'15"W., 142.33 feet along the east line of said Lot 24 to the **POINT OF BEGINNING**,

said parcel containing 12,035 square feet or 0.276 acres, more or less.

Prepared by: John S. Austin
Idaho PLS 5081



EXHIBIT D

Description of: Encroachment of Reid into Lands of Alegria Aug.27, 2014

A portion of Lots 18 and 19 of Block 6 and a portion of the north ½ of the alley between said Lots 18 and 19 and Lots 20 and 21 of Block 6 of the Avalon Addition to Kuna, the official plat for which is recorded in Book 5 of Plats at Page 239, and a portion of the east ½ of vacated New York Avenue adjacent to said Lot 18, said vacation per Resolution Number 56, Instrument No. 527555, recorded in Book 46 of Misc. at Page 228, said portions being a parcel of land located in the SW¼ SW¼ of Section 24, T.2 N., R.1 W., B.M. City of Kuna, Ada County, Idaho and being more particularly described as follows:

BEGINNING at a ½ inch rebar set at the point of intersection of the centerline of said vacated New York Avenue with the westward extension of the centerline of the alley between said Lots 18 and 19 and Lots 20 and 21, being the southeast corner of Parcel E of Record of Survey Number 7120; thence,

N.01°11'15"E., 13.07 feet along the former centerline of New York Avenue to the point of intersection of same with an existing fence of possession between Reid and Alegria; thence,

S.87°21'00"E., 81.31 feet along said fence to the corner of same with the fence of possession between Reid and Bachman; thence,

S.01°51'43"W., 11.17 feet along said fence to a ½ inch rebar set in the centerline of said alley; thence,

N.88°41'29"W., 81.38 feet along said alley centerline and said centerline extended westward to the **POINT OF BEGINNING**,

said encroachment parcel containing 986 square feet or 0.023 acres, more or less.

Prepared by: John S. Austin
Idaho PLS 5081





City of Kuna

Staff Report

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

To: Kuna City Council

Case Number: 14-02-FP – Final Plat; Silver Trail No. 1 - Residential Subdivision

Location: SEC of Mason Creek and Ten Mile Roads – North of Applewood No. 1
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: November 4, 2014

Applicant: DB Development, LLC
Justin Blackstock / Tim Eck
6152 W, Half Moon Lane
Eagle, ID, 83616
208.850.0591
Highmark.development@gmail.com

A. General Project Facts, Staff Analysis:

1. The applicant is requesting Final Plat approval for Silver Trail Subdivision No. 1. The Final Plat for Silver Trail Subdivision No. 1 proposes 41 residential lots and five (5) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks Final Plat approval for the Silver Trail Subdivision No. 2.

B. Staff Analysis:

1. After review, staff has determined the proposed Final Plat appears to be in substantial conformance with the approved Preliminary Plat for the Silver Trail Subdivision No. 1 residential subdivision. Applicant shall secure all signatures on the Final Plat check-off list prior to requesting City engineers signatures on the plat Mylar's.

OCT 03 2014

CITY OF KUNA

September 11, 2014

Planning and Zoning Department
City of Kuna
P.O. Box 13
Kuna, ID 83634

Re: Silver Trail Subdivision No. 1 Final Plat Narrative

To Whom It May Concern,

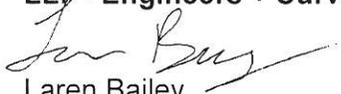
On behalf of DB Development, LLC (Justin Blackstock), we are applying for final plat approval of the first phase of the Silver Trail Subdivision No. 1, parcel numbers (R1727740012, S1311336210).

Please find attached the applications and associated documents for Final Plat approval per the City of Kuna Final Plat Checklist.

The application meets the intent of the original preliminary plat and master plan and conditions that were approved for the Silver Trail Subdivision No. 1. The projects design meets local standards and acceptable engineering practices to the best of our knowledge at this time.

Thank you for your consideration of this matter please and feel free to contact me by phone at 208-846-9600 or by e-mail at lbailey@lei-eng.com.

Sincerely,
LEI – Engineers + Surveyors


Laren Bailey
Principal/Planner



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

For Office Use Only	
File Number (s)	14-02-FP
Project name	SILVER TRAIL SUB NO. 1
Date Received	10.3.14
Date Accepted/ Complete	10.20.14
Cross Reference Files	
Commission Hearing Date	N/A
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>DB Development</u>	Phone Number: _____
Address: <u>6157 W. HALFMOON LN</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Applicant (Developer): <u>Tim Eck</u>	Phone Number: <u>850-8591</u>
Address: <u>6152 W. Halfmoon Ln</u>	E-Mail: _____
City, State, Zip: <u>Castle, ID 83616</u>	Fax #: _____
Engineer/Representative: <u>Loren Bailey</u>	Phone Number: <u>846-9600</u>
Address: <u>3023 E. Copper Point Dr.</u>	E-Mail: <u>Lbailey@LEI-ENG.COM</u>
City, State, Zip: <u>Manda, ID 83642</u>	Fax #: _____

Subject Property Information

Site Address: <u>N. Red Delicious Ave, Kuna, Idaho 83634</u>	
Site Location (Cross Streets): <u>SE Cor. Mason Creek RD and Tennis</u>	
Parcel Number (s): <u>R1727740012, S1311336210</u>	
Section, Township, Range: _____	
Property size: <u>Sec 11, T2N, R1W, B.M.</u>	
Current land use: <u>AG</u>	Proposed land use: <u>Residential</u>
Current zoning district: <u>R-C</u>	Proposed zoning district: <u>R-C</u>

Project Description

Project / subdivision name: Silver Trail No. 1

General description of proposed project / request: _____

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): Pathways and park

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: 41 Number of building lots: 41

Number of common and/or other lots: 5

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 3.92 Net density (DU/acre-excluding roads): _____

Percentage of open space provided: 8% Acreage of open space: _____

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

Non-Residential Project Summary (if applicable)

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: _____

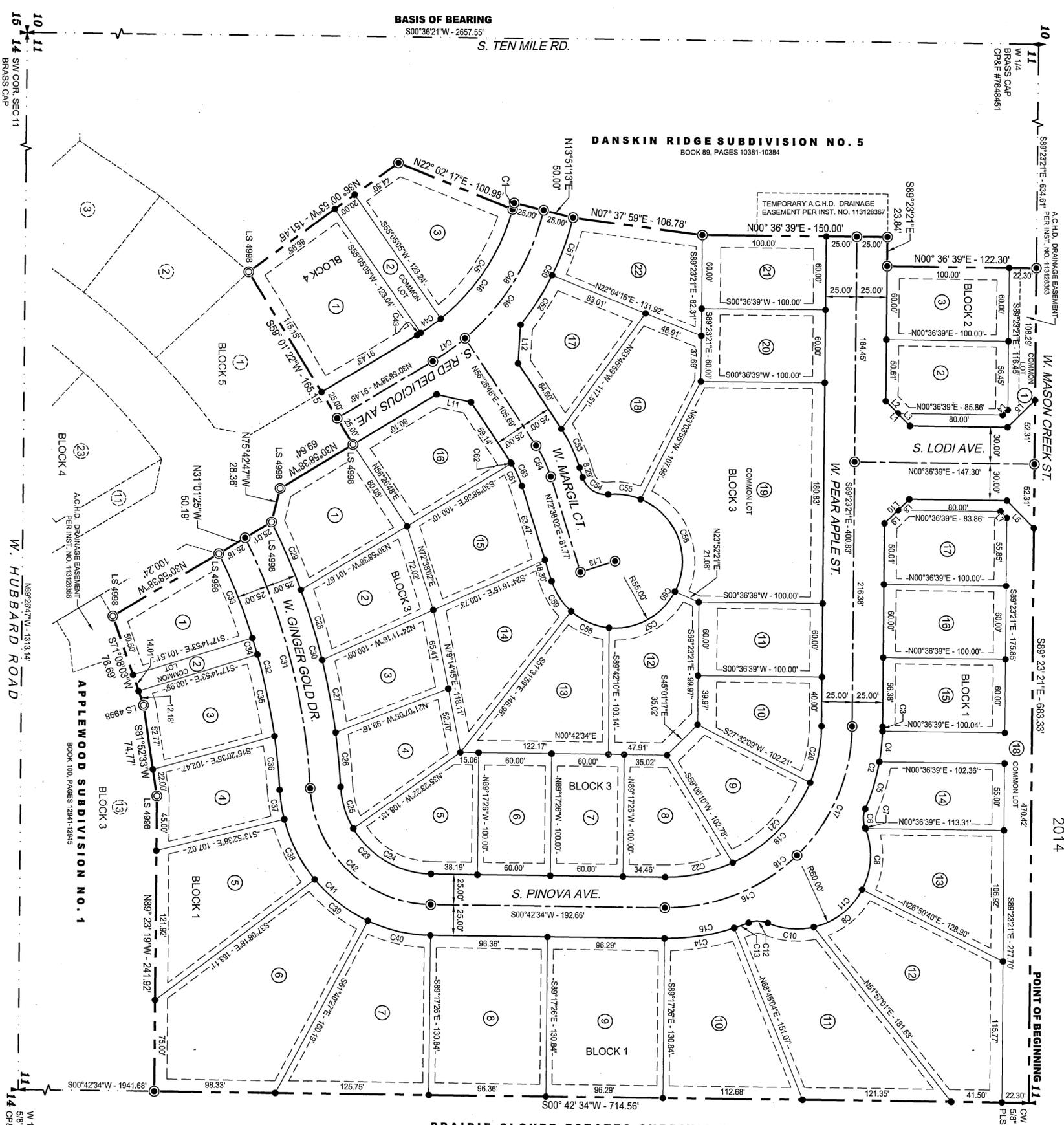
Proposed Lighting: _____

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

Applicant's Signature: [Signature] Date: 7-7-14

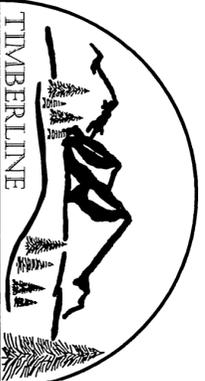
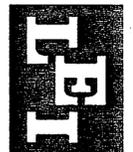
FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANSKIN RIDGE SUBDIVISION NO. 5,
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO
2014



- LEGEND**
- SECTION COR. MONUMENT AS NOTED
 - 1/4 COR. MONUMENT AS NOTED
 - 1/16 COR. MONUMENT AS NOTED
 - SET 5/8" REBAR W/ CAP REB 12458
 - SET 1/2" REBAR W/ CAP REB 12458
 - FOUND 5/8" REBAR PLS 4998 OR AS NOTED
 - COMPUTED POINT
 - BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE

- NOTES:**
1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED LOTS ARE HEREBY RESERVED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, SEWER, IRRIGATION AND CITY OF KUNA STREET LIGHTS AS FOLLOWS:
 2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF A DEVELOPMENT AGREEMENT.
 3. IRRIGATION WATER WILL BE PROVIDED FROM THE CITY OF KUNA, IN COMPLIANCE WITH IDAHO CODE 31-980501. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH THE BOISE-KUNA IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
 4. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED BY THE CITY OF KUNA LAND USE AUTHORITY, OR AS SHOWN ON THE PLAT.
 5. DIRECT LOT ACCESS TO W. MASON CREEK STREET IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA.
 6. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, 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 SURROUNDING 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 NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENCE OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
 7. ALL OF LOT 2, BLOCK 1 IS SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCLUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON May 8, 2009 AS INSTRUMENT NO. 109053299. OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.



T&T ENGINEERS SURVEYORS AND PLANNERS
847 PARK CENTRE WAY, SUITE 3, NAMPA, IDAHO 83651
208-465-5687

JOB NO. 12091 SHEET 1 OF 4 SHEETS

10 11
15 14
S.W. COR. SEC. 11
BRASS CAP
CP&F #102129948

10 11
S.W. COR. SEC. 11
BRASS CAP
CP&F #102129948

ACHD DRAINAGE EASEMENT
PER INST. NO. 113128367

BASIS OF BEARING
S00°36'21"W - 2657.55'

S. TEN MILE RD.

DANSKIN RIDGE SUBDIVISION NO. 5
BOOK 89, PAGES 10381-10384

PRAIRIE CLOVER ESTATES SUBDIVISION
BOOK 69, PAGES 7074-7075

APPLEWOOD SUBDIVISION NO. 1
BOOK 100, PAGES 12941-12946

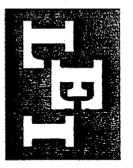
FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

A PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO
2013

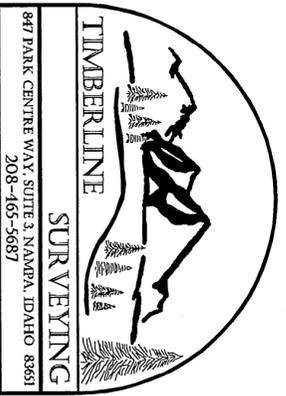
Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	5.50'	175.00'	1°48'01"	2.75'	5.50'	N75° 14' 47"W
C2	69.35'	175.00'	22°42'23"	35.14'	68.90'	N78° 02' 09"W
C3	3.62'	175.00'	1°11'04"	1.81'	3.62'	N88° 47' 49"W
C4	25.13'	175.00'	8°13'38"	12.58'	25.11'	N84° 05' 28"W
C5	40.61'	175.00'	13°17'41"	20.39'	40.52'	N73° 19' 48"W
C6	15.83'	20.00'	45°20'50"	8.36'	15.42'	S89° 21' 22"E
C7	0.70'	60.00'	0°40'02"	0.35'	0.70'	S68° 18' 14"W
C8	51.57'	60.00'	49°14'55"	27.50'	50.00'	N86° 44' 18"W
C9	51.57'	60.00'	49°14'55"	27.50'	50.00'	S37° 28' 23"E
C10	37.83'	60.00'	36°07'33"	19.57'	37.21'	N5° 11' 51"E
C11	141.68'	60.00'	135°17'25"	145.90'	110.98'	N44° 23' 05"W
C12	15.83'	20.00'	45°20'50"	8.36'	15.42'	S0° 35' 13"W
C13	12.38'	175.00'	4°03'08"	6.19'	12.37'	S20° 03' 38"E
C14	57.25'	175.00'	18°44'38"	28.88'	57.00'	S8° 39' 45"E
C15	69.63'	175.00'	22°47'46"	35.28'	69.17'	N10° 41' 19"W
C18	235.88'	150.00'	90°05'55"	150.26'	212.31'	N44° 20' 24"W
C19	196.56'	125.00'	90°05'55"	125.22'	176.93'	N44° 20' 24"W
C20	47.38'	125.00'	21°42'58"	23.98'	47.09'	N78° 31' 52"W
C21	92.88'	125.00'	42°34'26"	48.70'	90.76'	N46° 23' 10"W
C22	56.31'	125.00'	25°48'31"	28.64'	55.83'	N12° 11' 42"W
C23	113.22'	75.00'	86°29'29"	70.54'	102.77'	N43° 57' 18"E
C24	77.14'	75.00'	58°55'38"	42.37'	73.78'	N30° 10' 23"E
C25	36.08'	75.00'	27°33'51"	18.40'	35.73'	N73° 28' 07"E
C26	44.62'	550.00'	4°38'53"	22.32'	44.61'	S84° 52' 36"W
C27	60.02'	550.00'	6°15'11"	30.04'	59.99'	S79° 25' 34"W
C28	60.02'	550.00'	6°15'09"	30.04'	59.99'	S73° 10' 25"W
C29	60.64'	550.00'	6°19'02"	30.35'	60.61'	S66° 53' 19"W
C30	225.30'	550.00'	23°28'14"	114.25'	223.73'	S75° 27' 56"W
C31	212.98'	525.00'	23°14'37"	107.98'	211.52'	S75° 34' 44"W
C32	200.66'	500.00'	22°59'38"	101.70'	199.32'	S75° 42' 14"W
C33	74.55'	500.00'	8°32'35"	37.35'	74.48'	S68° 28' 42"W

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C34	14.00'	500.00'	1°36'16"	7.00'	14.00'	S73° 33' 07"W
C35	68.04'	500.00'	7°47'50"	34.07'	67.99'	S78° 15' 11"W
C36	44.06'	500.00'	5°02'57"	22.05'	44.05'	S84° 40' 34"W
C37	24.67'	125.00'	11°18'30"	12.38'	24.63'	N81° 32' 48"E
C38	55.48'	125.00'	25°28'47"	28.20'	55.03'	N63° 10' 40"E
C39	55.47'	125.00'	25°25'37"	28.20'	55.02'	N37° 44' 57"E
C40	53.07'	125.00'	24°19'35"	26.94'	52.67'	N12° 52' 21"E
C41	188.70'	125.00'	86°29'29"	117.57'	171.28'	N43° 57' 18"E
C42	150.96'	100.00'	86°29'29"	94.06'	137.03'	N43° 57' 18"E
C43	3.62'	175.00'	1°11'06"	1.81'	3.62'	N31° 34' 11"W
C44	20.01'	175.00'	6°33'07"	10.02'	20.00'	N35° 26' 18"W
C45	108.83'	175.00'	35°37'54"	56.24'	107.09'	N56° 31' 49"W
C46	132.46'	175.00'	43°22'08"	69.59'	129.32'	N52° 39' 42"W
C47	32.58'	200.00'	9°19'59"	16.33'	32.54'	N35° 38' 38"W
C48	125.09'	200.00'	35°50'10"	64.67'	123.06'	N58° 13' 42"W
C49	157.67'	200.00'	45°10'09"	83.19'	153.62'	N53° 33' 43"W
C50	98.34'	225.00'	25°02'31"	49.97'	97.56'	N63° 37' 32"W
C51	50.11'	225.00'	12°45'33"	25.16'	50.00'	N69° 46' 01"W
C52	48.23'	225.00'	12°16'58"	24.21'	48.14'	N57° 14' 45"W
C53	35.31'	125.00'	16°11'13"	17.78'	35.20'	S64° 32' 25"W
C54	27.39'	20.00'	78°27'47"	16.33'	25.30'	N33° 24' 08"E
C55	27.31'	55.00'	28°26'43"	13.94'	27.03'	S8° 23' 37"W
C56	90.90'	55.00'	94°41'57"	59.71'	80.91'	S69° 57' 57"W
C57	65.23'	55.00'	67°57'05"	37.06'	61.47'	N28° 42' 32"W
C58	34.60'	55.00'	36°02'51"	17.90'	34.04'	N23° 17' 26"E
C59	30.06'	55.00'	31°19'11"	15.42'	29.69'	N56° 58' 27"E
C60	248.11'	55.00'	258°27'47"	67.36'	85.21'	N56° 35' 52"W
C61	20.25'	75.00'	15°27'59"	10.18'	20.18'	S64° 54' 03"W
C62	0.94'	75.00'	0°43'15"	0.47'	0.94'	S56° 48' 26"W
C63	21.19'	75.00'	16°11'13"	10.67'	21.12'	S64° 32' 25"W
C64	28.25'	100.00'	16°11'13"	14.22'	28.16'	S64° 32' 25"W

Line Table		
Line #	Length	Direction
L1	28.27'	N45° 36' 41"E
L2	14.13'	N45° 36' 41"E
L3	14.14'	N45° 36' 41"E
L4	5.87'	N44° 23' 19"W
L5	31.55'	N44° 23' 19"W
L6	31.56'	S45° 36' 41"W
L7	7.29'	N45° 36' 41"E
L8	12.73'	S44° 23' 19"E
L9	15.54'	S44° 23' 19"E
L10	28.27'	S44° 23' 19"E
L11	28.91'	S12° 44' 05"W
L12	31.73'	N86° 03' 19"W
L13	30.00'	N17° 21' 58"W



ENGINEERS
SURVEYORS
PLANNERS



887 PARK CENTRE WAY, SUITE 3, NAMPA, IDAHO 83651
208-465-5687



City of Kuna

Staff Report

763 W. Avalon St.
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.Id.gov

To: Kuna City Council

Case Number: 14-03-FP – Final Plat; Arbor Ridge No. 2 - Residential Subdivision

Location: SWC of Linder and Hubbard Roads – South west of Arbor Ridge No. 1
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: November 4, 2014

Applicant: DB Development, LLC
Justin Blackstock / Tim Eck
2228 W. Piazza
Meridian, ID, 83646
208.871.0642
Highmark.development@gmail.com

Owner: CBH Homes
1977 Overland Road
Meridian, ID 83642

A. General Project Facts, Staff Analysis:

1. The applicant is requesting Final Plat approval for Arbor Ridge Subdivision No. 2. The Final Plat for Arbor Ridge Subdivision No. 2 proposes 41 residential lots and two (2) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks Final Plat approval for the Arbor Ridge Subdivision No. 2.

B. Staff Analysis:

1. After review, staff has determined the proposed Final Plat appears to be in substantial conformance with the approved Preliminary Plat for the Arbor Ridge Subdivision No. 2 residential subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineers signatures on the plat Mylar's.



B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

October 14, 2014

To: **City of Kuna**
763 W. Avalon St.
Kuna, Idaho 83634
Voice 922-5546

From: **David Crawford- B&A Engineers, Inc.**

RE: Arbor Ridge Subdivision No. 2 Conformance.

Kuna City,

Based on limited observations in the field and information provided by others during the construction of Arbor Ridge Subdivision No. 2 we believe that construction of the facilities related to the development were completed in substantial conformance to the approved construction plans.

We believe that the final plat as shown is in substantial conformance with the approved preliminary plat and the approved construction plans for the project.

Should you have any questions please contact me at 343-3381 or by e-mail at dacrawford@baengineers.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Crawford', is written over a horizontal line. The signature is stylized and cursive.

David Crawford
B&A Engineers, Inc.



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

For Office Use Only	
File Number (s)	1A-03-FP
Project name	Arbor Ridge Sub No. 2
Date Received	10.16.14
Date Accepted/ Complete	10.21.14
Cross Reference Files	
Commission Hearing Date	N/A.
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>CBH HOMES</u>	Phone Number: <u>955-9900</u>
Address: <u>1977 Overland Rd.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID. 83642</u>	Fax #: _____
Applicant (Developer): <u>TIM ECK</u>	Phone Number: <u>286-0520</u>
Address: <u>2228 W. Piazza St.</u>	E-Mail: <u>timothyeck@me.com</u>
City, State, Zip: <u>Meridian, ID. 83634</u>	Fax #: _____
Engineer/Representative: <u>B&A Engineers, Inc.</u>	Phone Number: <u>343-3381</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>BOISE, ID. 83705</u>	Fax #: <u>342-5792</u>

Subject Property Information

Site Address: _____	
Site Location (Cross Streets): <u>Linder & Ardell Rd.</u>	
Parcel Number (s): <u>51314137800</u>	
Section, Township, Range: <u>S14 T2N R1W</u>	
Property size: <u>11.3 Acres</u>	
Current land use: <u>AG</u>	Proposed land use: <u>RES</u>
Current zoning district: <u>R4</u>	Proposed zoning district: <u>NONE</u>

Project Description

Project / subdivision name: Arbor Ridge Sub No.2
 General description of proposed project / request: Final Plat Approval

Type of use proposed (check all that apply):
 Residential _____
 Commercial _____
 Office _____
 Industrial _____
 Other _____

Amenities provided with this development (if applicable): Per PUD.

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: 41 Number of building lots: N/A 41
 Number of common and/or other lots: 32
 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.): _____

Applicant's Signature: [Signature] Date: 10/14/14



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

GORDON N. LAW
CITY ENGINEER

P&Z Copy

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

Email: gordon@cityofkuna.com

MEMORANDUM

TO: David Crawford
B&A Engineers, Inc.

FROM: Gordon N. Law
Kuna City Engineer

RE: Arbor Ridge Subdivision No. 2
Record Drawing Review and Approval

DATE: October 16, 2014

The City Engineer has reviewed the second submittal of the proposed record drawings related to utilities and other site improvements for the above subdivision. All comments were addressed with revised Sheet 12 in an acceptable manner and the record drawings are approved.

The following tasks remain to complete the developer's obligations with respect to the record drawings:

1. Review Fees – The standard review fee for these plans are \$200 plus \$10 per lot. The City waives the lot portion of the fee yielding a total fee of \$200. Payment has not been received.
2. Mylar Sheets – Please provide full-size mylar copies of the record drawings.
3. Electronic Copy – Please provide a PDF file of the record drawings.

If there are any questions please call 287-1727.

Cc: Kuna Planning and Zoning Dept.

FINAL
9/25/2014

ADA COUNTY STREET NAME EVALUATION

SUBDIVISION NAME: ARBOR RIDGE SUB NO 02
AGENCY and AGENCY FILE NO: Kuna:
TOWNSHIP/ RANGE/SECTION: 2N 1W 14
DEVELOPER: B & A ENGINEERS INC

The street name comments listed below are made by the members of the ADA COUNTY STREET NAME COMMITTEE (Under the direction of the Ada County Assessor) regarding this development in accordance with the Ada County Street Name Ordinance. Overall final street names are subject to change at Final Plat phase levels due to design changes, time restraints and/or previous recorded plat street alignments.

THE FOLLOWING EXISTING STREET NAMES SHALL APPEAR ON THE PLAT:

- * W. HUBBARD RD
- * N. LINDER RD

THE FOLLOWING PROPOSED STREET NAMES ARE RECOMMENDED FOR APPROVAL:

- * W. ALLSPICE CT
- * W. ALLSPICE ST
- * N. BLUEBLOSSOM WAY
- * W. BUTTONBUSH DR
- * N. CORKTREE WAY

THE FOLLOWING PROPOSED STREET NAMES ARE RECOMMENDED FOR DENIAL:

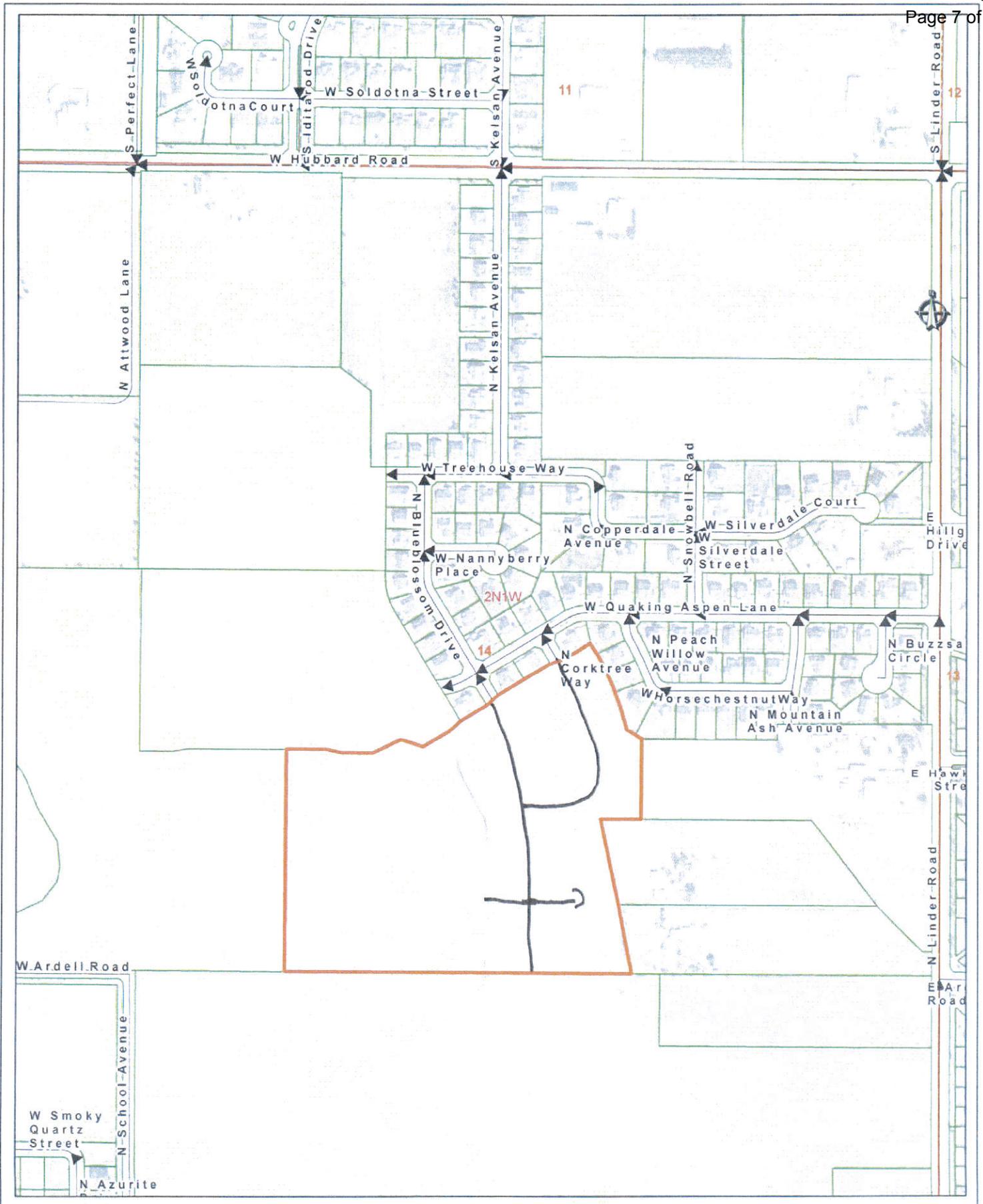
- W. ALLSPICE WAY – post type should be "Street"
- W. ALLSPICE CIRCLE – post type should be "Court"
- W. BUTTONBUSH LANE – post type should be "Drive"
- N. BLUEBLOSSOM DRIVE – post type should be "Way"

THE FOLLOWING CHANGES OR CORRECTIONS NEED TO BE MADE:

Please correct the post types to match the above approved list.

NOTE: IF THERE ARE CORRECTIONS AND CHANGES RECOMMENDED, PLEASE MAKE THE SE CHANGES ON THE SUBDIVISION PLAT AND RESUBMIT TO THE COMMITTEE. A FINAL REVIEW WITH NO CHANGES REQUIRED AND THE MATCHING PLAT MUST BE PRESENTED TO THE ADA COUNTY SURVEYOR AT TIME OF RECORDING.

ADA COUNTY ASSESSOR	Representative: <u><i>[Signature]</i></u>	DATE: <u>9/25/14</u>
KUNA	Representative: <u><i>[Signature]</i></u>	DATE: <u>9/25/14</u>
FIRE	Representative: _____	DATE: _____
ADA COUNTY HIGHWAY DIS.	Representative: <u><i>[Signature]</i></u>	DATE: <u>9/25/14</u>
ADA COUNTY SHERIFF	Representative: <u><i>[Signature]</i></u> FOR SHERIFF BRITZ	DATE: <u>9/25/14</u>



This map is made from data copyrighted by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map. Maps bearing this disclaimer may be photocopied freely, however use in any digital form requires the written permission of Ada County.



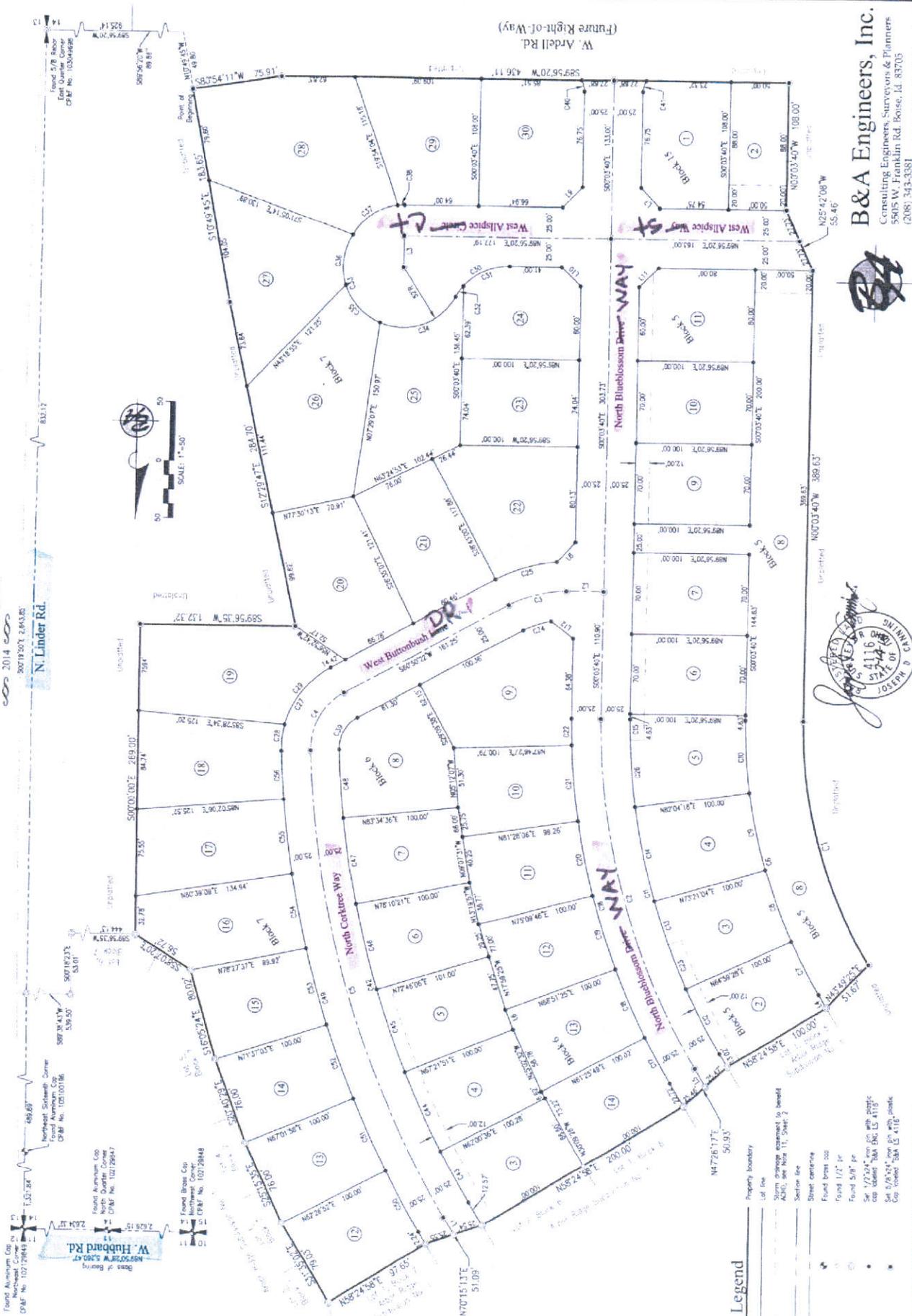
ADA COUNTY ASSESSOR
 Land Records Division
 Geographic Information Systems
 190 E Front Street, Ste. 107
 Boise, ID 83702

1 inch = 400 feet

Arbor Ridge Subdivision No. 2

A portion of the northeast quarter of Section 14, Township 2 North, Range 1 West,
Boone-Mendon, Kuro City, Ada County, Idaho

2014



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



- Legend**
- Property boundary
 - Lot line
 - Street centerline
 - Found brass cop
 - Found 1/2" pin
 - Found 5/8" pin
 - See 1/22/14 form 05 with plat for cop called "B&A ENG. IS 4116"
 - See 5/8/14 form 01 with plat for cop called "B&A IS 4116"

Sheet 1 of 3
 Arbor Ridge Subdivision No. 2

GORDON N. LAW
CITY ENGINEERCITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.comTelephone (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: Permit to Discharge
Brass Guys, LLC

DATE: October 28, 2014

REQUEST: Adopt Resolution Approving Discharge Permit

A request has been submitted to the City of Kuna to permit discharge of process waste water to the South Waste Water Treatment Plant. Brass Guys, LLC washes spent brass ammunition casings and prepares it for re-loading. The wash water contains significant quantities of some heavy metals – particularly lead – which makes disposal of the untreated wash water inconvenient and expensive at a hazardous waste facility.

The applicant has involved a consultant to design a pre-treatment process to precipitate the heavy metals from the water and render the water non-hazardous. The City has involved DEQ in the review of the Brass Guys request, proposal and pre-treatment process and they have provided information to guide the writing of an appropriate permit. The proposed permit is attached. The permit includes a discharge fee of \$50/1,000 gallons, which is intended to defray the administration and treatment costs. Also attached is a resolution to approve the Mayor and City Engineer's signing of the permit.

Brass Guys, LLC have indicated an intent to relocate their business to "2nd Amendment Park" as soon as it is ready. The permit is written to apply whether they are located in or out of the City.

Attachments:

RESOLUTION NO. R71-2014**CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE ISSUANCE OF A PERMIT TITLED “PERMIT NO. 2014-A”, BY AND BETWEEN THE CITY OF KUNA, IDAHO AND BRASS GUYS, WHICH PERMIT SETS CONDITIONS FOR THE DISCHARGE OF PROCESSED WASTE WATER BY BRASS GUYS INTO THE KUNA SOUTH WASTE WATER TREATMENT PLANT; ESTABLISHING A FEE OF FIFTY DOLLARS PER ONE THOUSAND GALLONS (\$50/1,000 GAL) FOR THE SAME; AND AUTHORIZING THE MAYOR TO SIGN THE SAME.

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

Section 1. The Permit to Discharge titled “Permit No. 2014-A”, by and between said city and Brass Guys, which Permit sets conditions for the discharge of Brass Guys, LLC process water to the Kuna South Waste Water Treatment Plant and establishes a fee of fifty dollars per one thousand gallons (\$50/1,000 gal) for the same, and which Permit is attached hereto, and made a part hereof, as if set forth in full is hereby authorized and approved; and

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

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

PERMIT NO. 2014-ADischarger: Brass GuysDischarge Point: Lagoon 6/7 MH**Scope.**

Brass Guys (Industrial User) washes brass casings from spent artillery and ammunition rounds. Wash water is pre-treated by the industrial user to chemically precipitate and filter heavy metals and adjust pH to prepare wash water for discharge. Industrial User is required to have a permit issued by the City of Kuna to discharge its treated wash water into the Kuna POTW (Publicly Owned Treatment Works) facility. Industrial User agrees to dispose of used filters and sludges at other legally permitted facilities at its sole expense and liability.

Location of Process Facilities.

Brass Guys
325 S. Kings Road
Nampa, ID 83687

Requirements for Industrial User.

Industrial User shall discharge into the Kuna POTW in compliance with any applicable requirements of 40 CFR 403 (as amended at 70 FR 60134) through 471, including the following requirements:

1. General Prohibition: Industrial User shall not introduce into the Kuna POTW any pollutant(s) that causes Pass Through or Interference. These general prohibitions and the specific prohibitions below apply to the Industrial User introducing pollutants into the POTW whether or not the industrial user is subject to other National Pretreatment Standards or any national, State, or local Pretreatment Requirements.
2. Specific Prohibitions: The Industrial User shall not discharge the following pollutants into the Kuna POTW:
 - a) Pollutants that create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
 - b) Pollutants that will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges.
 - c) Solid or viscous pollutants in amounts that will cause obstruction to the flow in the POTW resulting in Interference.
 - d) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.

- e) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F).
 - f) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
 - g) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - h) Any trucked or hauled waste water may not be discharged except at discharge points designated by the Kuna POTW.
3. Specific Limitations and Conditions for Industrial User.
- a) The wastewater of any truck load must have a pH between 6.0 and 9.0.
 - b) The discharge of any given day must not exceed 2,000 gallons.
 - c) The peak discharge of any given week must not exceed 5,000 gallons.
 - d) The peak discharge of any given month must not exceed 10,000 gallons.
 - e) Every truck discharging to the Kuna POTW must be attended by one of the staff of the Kuna POTW or pre-arrange by phone for entering the treatment site for discharge. The City of Kuna reserves the right of collecting test samples from any truck at any time, analyzing the same, and back-charging Industrial User the cost of analysis. Industrial User agrees that any time loss for collecting test samples shall be at the Industrial User sole cost.
 - f) The City of Kuna may log the truck load for billing purposes and to govern discharge activities for the protection of treatment facilities.
 - g) The COD of any truck load must not exceed 2000 mg/l except with permission of Supervisor of the Kuna POTW.
 - h) The concentration of any constituent in the discharge must not exceed regulatory limits of any local, state or federal agency including, but not limited to, EPA, RCRA or DEQ.
 - i) The Kuna POTW will establish additional conditions when warranted to govern discharges in order to comply with local, state or federal laws and regulations meet treatment needs or conform to water reuse limits.
 - j) Industrial User shall make available laboratory analysis of waste water from its process facility to assist the Kuna POTW in determining compliance with this permit and in making process control decisions at the POTW.

- k) Before discharging the first load, discharger shall provide laboratory analysis results demonstrating that discharge meets Kuna discharge limits. Thereafter, a composite sample shall be obtained for each 2,000 gallons of waste water discharged, with proportional amounts collected from each discharged load, the sample analyzed for concentration of listed heavy metals and other reportable criteria and the result reported monthly to the City of Kuna POTW. Exceedances of the permit listed MCL shall be reported to the Kuna Treatment Plant Supervisor within 24 hours the result becomes known to Industrial User. (Call at 208-350-1098)
- l) Lead, copper, zinc, mercury, pH, COD To fulfill the terms of paragraph 3.0 k), Industrial User shall test and report results for the following:

<u>Analyte</u>	<u>Units</u>	<u>Method</u>	<u>MCL</u>
Lead	mg/l	EPA 200.7	5.0
Mercury	mg/l	EPA 245.1	0.2
Cadmium	mg/l	EPA 200.8	1.0
Chromium	mg/l	EPA 200.8	5.0
Silver	mg/l	EPA 200.8	5.0
pH	s.u.		6.0 – 9.0.
COD	mg/l		2000

- m) Industrial User warrants that it will discharge only in compliance with terms and conditions established in this permit. Industrial User warrants that it will not transfer discharge privileges to any third party, or change the nature of the discharge without concurrence of the City of Kuna, or discharge waste water from any other location than listed above without concurrence of the City of Kuna. The City of Kuna reserves the right to terminate discharge privileges of the Industrial User for any violation of permit terms or exceedances of any limit. It shall be at City's sole discretion whether the termination is temporary or permanent.

4. Fees

- a) The charge for disposal of process wastewater pursuant to the terms and limitations of this permit shall be fifty dollars (\$50.00) per one thousand gallons.
- b) Payment is due by the 20th of the month following discharge.
- c) In the event the waste load strength defined in 3.0 g) is exceeded with or without permission of the Superintendent of the Kuna POTW, the charge defined in 4.0 a) shall be prorated proportionally upward from the basis of the MCL as follows for the load:

$$\text{FEE 2} = \text{FEE 1} * \text{CONC} / \text{MCL}$$

Where:

FEE 1 = the standard fee rate of \$50.00 / one thousand gallons;

FEE 2 = the adjusted fee rate / one thousand gallons

CONC = waste load strength for COD in mg/l

MCL= maximum permitted contaminant level in mg/l

The fee for pH exceedances (high or low) shall be the normal or prorated fee doubled.

5 Insurance Requirements.

a) Industrial User shall procure and maintain for the duration of this Permit, contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with activities as provided for in the Permit. The cost of such insurance shall be borne by the Industrial User.

A. MINIMUM SCOPE OF INSURANCE

1. Industrial User shall maintain a Commercial General Liability Policy.

B. MINIMUM LIMITS OF INSURANCE

1. The limits shall be not less than: Commercial General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate.

NOTE: The aggregate loss limit shall apply to each event.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees, or 2) the Festival/Event shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

1. The following provisions shall be provided in the policy:

a. The City of Kuna, Idaho, its' officials, employees, and agents, and volunteers are to be covered as "additional insured" as respects: liability arising out of premises occupied or used by the Industrial User. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

c. Coverage shall state that the Industrial User's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

d. Industrial User's insurance shall be primary as respects to the City, its officials, employees or volunteers.

2. All Coverages

a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. VERIFICATION OF COVERAGE

1. Industrial User shall furnish the City of Kuna with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before the Permit is effective. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

1. INDUSTRIAL USER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY INDUSTRIAL USER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS PERMIT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE INDUSTRIAL USER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBINDUSTRIAL USERS, OR SUB-SUBINDUSTRIAL USERS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE INDUSTRIAL USER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE INDUSTRIAL USERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

INDUSTRIAL USER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF INDUSTRIAL USER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF INDUSTRIAL USER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. INDUSTRIAL USER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF INDUSTRIAL USER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND INDUSTRIAL USER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

J. PROOF OF INSURANCE

1. Certificates of Insurance similar to the ACORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City. Endorsement naming City of Kuna, Idaho as additional insured and waiver of subrogation must be submitted with proof of insurance.

Certificates should be submitted to:

City of Kuna
Post Office Box 13
Kuna, Idaho 83638

6. Time of Permit

a) This permit shall be applicable from November 5, 2014 to November 1, 2015 unless extended by mutual agreement of both parties.

b) Either party may terminate this Permit by giving the other party fifteen (15) days written notice to be mailed the other party's legal address. If there is a material breach of this Permit, the City of Kuna reserves the right to immediately terminate this Permit without notice and cease accepting any additional truck loads of wash water.

c) Truck loads may be delivered weekdays 8:00 am to 4:00 pm subject to the limitations of paragraph 3.0 e).

KUNA POTW

Kuna City Engineer

Date

Kuna City Mayor

Date

BRASS GUYS

Authorized Signature

Date

RESOLUTION NO. R72-2014**CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING THE IRRIGATION TAX DEED DUE PROCESS HEARING FOR A RECORD OWNER OR ANY PARTY IN INTEREST TO HAVE AN OPPORTUNITY TO BE HEARD, TO CONFRONT AND CROSS-EXAMINE ANY EVIDENCE OR WITNESS AGAINST THE RECORD OWNER, AND OBTAIN AND PRESENT EVIDENCE ON BEHALF OF THE RECORD OWNER OR ANY PARTY IN INTEREST ON DECEMBER 16, 2014 AT 7:00 P.M.; AND ESTABLISHING THE COST FOR THE PREPARATION, SERVICE AND PUBLICATION OF THE TAX DEED DOCUMENTS AT TWO HUNDRED DOLLARS (\$200.00).

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

Section 1. The Due Process Hearing for the record owner or any party in interest to have an opportunity to be heard, to confront and cross-examine any evidence or witness against the record owner, and obtain and present evidence on behalf of the record owner or any party in interest is set for December 16, 2014 at 7:00 P.M. at the regularly scheduled City of Kuna, City Council Meeting.

Section 2. The cost for the preparation, service and publication of the tax deed documents is established at two hundred dollars (\$200.00).

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**LEGAL NOTICE OF PENDING TAX DEED
CITY OF KUNA, IDAHO MUNICIPAL IRRIGATION DISTRICT**

OASIS PROPERTIES, LLC
c/o MARTY PIERONI
906 S. LIBRARY
KUNA, ID 83634-1703

The following real property will be subject to a TAX DEED unless redeemed:

OASIS PROPERTIES, LLC
c/o MARTY PIERONI
S. SCHOOL AVE.
KUNA, ID 83634
PAR #8020 NW4SE4 SEC 26 2N 1W #428010-B
PARCEL ID: S1326428020

NOTICE IS HEREBY GIVEN to each of the owners and/or claimants of the property described herein that the Treasurer for the City of Kuna, Idaho, did, on or about July 22, 2011, make a delinquency entry for non-payment of the 2011 Irrigation Assessment in the original amount of \$323.66, for the above-described real property or properties in the name of OASIS PROPERTIES c/o MARTY PIERONI, whose real property was assessed.

NOTICE IS FURTHER GIVEN that pursuant to Idaho Code §50-1819 there is a three (3) year period to redeem (pay off) the above described real property or properties; this period expired on or about July 22, 2014. Furthermore, if assessments of the Kuna Municipal Irrigation District for the year 2011, together with penalty, interest, and costs of publication, preparation, and service of this notice (a total of \$620.00), are not paid prior to December 1, 2014, the Treasurer of the City of Kuna, Idaho will take Tax Deed to the properties, as provided for in Idaho Code §50-1821, on December 16, 2014, and thereafter record the Tax Deed in the office of the Ada County Recorder at the Ada County Courthouse in Boise, Idaho.

A record owner or any party in interest shall have an adequate opportunity to be heard, to confront and cross-examine any evidence or witness against the record owner, and obtain and present evidence on behalf of the record owner or any party in interest- the Due Process Hearing is schedule for December 16, 2014 at 7:00 P.M. All inquiries and objections shall be directed to the City Treasurer, Post Office Box 13, Kuna, Idaho on or before December 16, 2014.

Any party in interest may file a written request with the City Treasurer for the City of Kuna, Idaho for such notice by providing the name and address of the record owner, description of the property or tax parcel number, name and address of party in interest, description of interest held, and date of expiration of interest.

Payments must be received by December 16, 2014 at the office of the City Treasurer, 763 W. Avalon, Kuna, Idaho. Questions concerning this notice may be directed to Kuna City staff at (208) 922-5546.

**LEGAL NOTICE OF PENDING TAX DEED
CITY OF KUNA, IDAHO MUNICIPAL IRRIGATION DISTRICT**

WELLS FARGO BANK, NA
c/o CORPORATION SERVICE COMPANY
12550 W. EXPLORER DR. STE. 100
BOISE, ID 83713

The following real property will be subject to a TAX DEED unless redeemed:

JHOSUEP PERCOLLA
ARAGON ELIA CAROLINA
513 N. THORNLEY AVE.
KUNA, ID 83634-1891
LOT 4 BLK 2 HAYFIELD SUB.
PARCEL ID: R3515230650

NOTICE IS HEREBY GIVEN to each of the owners and/or claimants of the property described herein that the Treasurer for the City of Kuna, Idaho, did, on or about July 22, 2011, make a delinquency entry for non-payment of the 2011 Irrigation Assessment in the original amount of \$82.00, for the above-described real property or properties in the name of JHOSUEP PERCOLLA, whose real property was assessed.

NOTICE IS FURTHER GIVEN that pursuant to Idaho Code Section 50-1819 there is a three (3) year period to redeem (pay off) the above described real property or properties; this period expired on or about July 22, 2014. Furthermore, if assessments of the Kuna Municipal Irrigation District for the year 2011, together with penalty, interest, and costs of publication, preparation, and service of this notice (a total of \$310.00), are not paid prior to December 1, 2014, the Treasurer of the City of Kuna, Idaho will take Tax Deed to the properties, as provided for in Idaho Code §50-1821, on December 16, 2014, and thereafter record the Tax Deed in the office of the Ada County Recorder at the Ada County Courthouse in Boise, Idaho.

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