



CITY OF KUNA

P. O. BOX 13
KUNA, ID 83634

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

TUESDAY, NOVEMBER 18, 2014

7:00 P.M. REGULAR CITY COUNCIL MEETING

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

CITY OFFICIALS

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

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

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

**CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AGENDA
TUESDAY, NOVEMBER 18, 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: Stan Johnson, Kuna Life Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda:

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

A. City Council Meeting Minutes:

1. Minutes of November 5, 2014 Regular Meeting

B. Accounts Payable Dated November 18, 2014 in the Amount of \$292,544.45

C. Alcohol Licenses:

D. Resolutions:

1. Adopt Resolution No. R73-2014 Approving Purchase of UTV from Campbell Tractor for Parks Department

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO PARK DEPARTMENT TO PURCHASE A 2014 JOHN DEERE UTV FOR \$19,841.00 FROM CAMPBELL TRACTOR COMPANY;
AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE FOR THE JOHN DEERE UTV IN THE AMOUNT OF \$19,841.00; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

2. Adopt Resolution No. R78-2014 Purchase of Pickup from Kendall Ford for Sewer Fund

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO SEWER FUND TO PURCHASE A NEW 2014 FORD F-150 PICKUP FROM KENDALL FORD FOR \$22,999.80; AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE FOR SAID PICKUP IN THE AMOUNT OF \$22,999.800; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

E. Findings of Facts and Conclusions of Law:

2. Citizen's Reports or Requests:

A. 2015 Kuna Days Fireworks Funding Request and Park Fee Waiver – Fabiola Giddings, Kuna Chamber of Commerce President

B. American Cancer Society Relay for Life – Lauren Olsen

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

A. A Hearing to Consider Adopting a Resolution Establishing Fees for a Temporary Mobile Vendor Permit – Richard Roats, City Attorney

1. Consideration to Approve Resolution No. R66-2014 Temporary Vendor Fee Schedule

A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING THE FEES FOR CITY OF KUNA, IDAHO ORDINANCE NO. 2014-10 MOBILE VENDOR'S LICENSE.

4. Business Items:

A. Continued Discussion on Development Agreement Modification 08-08-DA; Linder Farms – Richard Roats, City Attorney

Applicant has requested a modification of the Development Agreement (DA) for Linder Farms, one-half mile south of Lake Hazel on the west side of Linder Road. This application requests that the recorded Development Agreement be modified to include Bus Guide Tours through corn fields and paintball activities. As a result of several questions raised during the hearing on October 21, 2014, the matter was continued to allow staff additional time to research the issues raised. Staff has completed the research and recommends that in lieu of modifying the Development Agreement, the Development Agreement be released from the property, after notice and hearing.

B. Consideration to Approve Resolution No. R74-2014 Right of Way – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE LETTER TO ACHD STATING THE CITY'S SUPPORT FOR THE VACATION OF THE RIGHT-OF-WAY AT THE WEST END OF DEER FLAT ROAD, KUNA, IDAHO, SAID RIGHT-OF-WAY

- C. Consideration to Approve Resolution No. R75-2014 J&M Sanitation Agreement Amendment – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AMENDMENTS TO THE J&M SANITATION AGREEMENT.

- D. Consideration to Approve Resolution No. R76-2014 Farm Lease with S&T Farms – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH S&T FARMS, LLC, FOR THE LEASE OF THE CITY OF KUNA, IDAHO'S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA, IDAHO.

- E. Consideration to Approve Resolution No. R77-2014 Farm Lease of City Property to Silver Butte Holsteins – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

- F. Consideration to Approve Resolution No. R79-2014 Bureau of Reclamation Consent to Use Agreement – Richard Roats, City Attorney

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

- G. Consideration to Approve Resolution No. R80-2014 City Parks and City Public Property Fees – Amending Fee Schedule to Delete Deposit Requirement – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO, DELETING THE REQUIREMENT FOR DEPOSITS FROM THE CITY PARKS AND CITY PUBLIC PROPERTY FEE SCHEDULE FOR THE CITY OF KUNA, IDAHO, AND PROVIDING AN EFFECTIVE DATE.

- H. Consideration and Discussion on Advertising in Kuna Life 2015 Edition by Madison Publications – Mayor Nelson

- 5. Ordinances:**
- 6. Mayor/Council Discussion Items:**
- 7. Announcements:**
- 8. Executive Session:**
- 9. Adjournment:**



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: Sewer Dept. Pickup
Award of Bid
Authorization to Sign Purchase Documents

DATE: November 13, 2014

REQUEST: Approve Resolution for Award of Bid

The 2015 city budget includes purchase of a pickup for the Sewer Department.

Bids were obtained and are reported as follows:

F-150 (2014)	\$22,999.80	Kendall Ford
1500 Silverado (2015)	\$23,992.00	Edmark Chevrolet
1500 Ram (2015)	\$25,358.00	Chrysler Group

The lowest price option is submitted from Kendall Ford.

The City Engineer concurs with the staff recommendation. The budgeted amount is \$24,000. Attached hereto is a resolution, which if approved by Council, authorizes Mayor and staff to proceed with the purchase.

Attachments

**RESOLUTION NO. R78-2014
CITY OF KUNA, IDAHO**

**PROPERTY PLANT EQUIPMENT- PURCHASE OF VEHICLE FOR SEWER
DEPARTMENT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO SEWER FUND TO PURCHASE A NEW 2014 FORD F-150 PICKUP FROM KENDALL FORD FOR \$22,999.80; AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE FOR SAID PICKUP IN THE AMOUNT OF \$22,999.800; 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 City of Kuna, Idaho Sewer Fund is authorized to purchase a 2014 Ford F-150 Pickup for \$22,999.80 from Kendall Ford and that said purchase is in the best interest of said City of Kuna as per the Memorandums and the three (3) estimates, of which said documents are attached hereto and made a part hereof.

Section 2. The City of Kuna, Idaho's Treasurer, John Marsh is authorized to pay the invoice in the amount of \$22,999.80, as approved in the 2014-2015 Budget for the City of Kuna, Idaho.

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Purchase Agreement, and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



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

BOB BACHMAN, IBC
BUILDING/MAINT.

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

To: Mayor and City Council
From: Bob Bachman, Fleet Vehicle
Date: 11/12/14
Subject: Sewer Department Vehicle Purchase

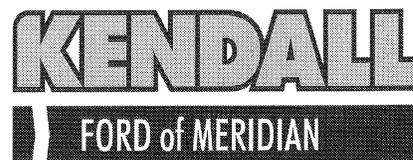
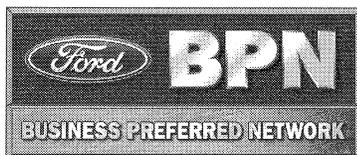
Hello,

I have put together the following bids on three different trucks for the Sewer department. All three trucks meet the needs of the Sewer department. It would be my recommendation to go with the 2014 Ford F-150. This truck is in stock and we would be able to take ownership within the next few weeks. The amount budgeted was \$24,000.

Kendall Ford F-150 Bid-\$ (2014) Sewer 22,999.80

Edmark Chevrolet 1500 Silverado Bid-\$23,992.00

Chrysler Group 1500 Ram Bid-\$25,358.00



250 E Overland Road
Meridian, ID 83642

PURCHASE ORDER

Vehicle: 2014 Ford F-150 XL
VIN #: 1FTNF1EF0EKF74956
Attn: Bob Bachman

Titled To:
City of Kuna
379 W 3rd
Kuna, ID 83634

RegularCab XL	F150 4x4
MSRP	\$33,520.00
Price	\$22,985.80
Accessories	\$0.00
Subtotal	\$22,985.80
Titling	\$14.00
Out the Door	\$22,999.80

Price includes dealer trade fees and transport cost.

CUSTOMER SIGNATURE: _____

PO #: _____

Unit #: _____

Rich Stout
Fleet & Commercial Sales Manager

Email: richstout@kendallauto.com

Cell: 208-515-6162

Direct: 208-874-4191

Office: 208-888-4403 Ext. 1330

Fax: 208-888-4413

<http://www.kendallfordofmeridian.com>

GM Vehicle Locator

Dealer Information
EDMARK CHEVROLET CADILLAC BUICK GMC
 15700 IDAHO CENTER BLVD
 NAMPA, ID 83687
 Phone: 208-466-6000
 Fax: 208-442-2717

Your Cost \$ 23,992

1GCNKPEH7EZ352955

<p>Model Year: 2014 Make: Chevrolet Model: 1500 Silverado CK15903-LWB, 4WD, Reg Cab Pickup PEG: 1WT-1WT Work Truck Preferred Equipment Group Primary Color: GAZ-Summit White Trim: H2R-Base Cloth, Jet Black / Dark Ash, Interior Trim Engine: LV3-Engine: 4.3L, V-6, Alum, Flex Fuel, SIDI, V V T Transmission: MYC-6-Speed Automatic</p>	<p>Event Code: 5000-Delivered to Dealer Order #: RQRBVG MSRP: \$31,805.00 Order Type: TRE-Retail Stock Stock #: N/A Inventory Status: N/A Total Cash Allowance: \$3,000.00</p>
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Additional Vehicle Information

Vehicle Options

Chargeable Options	MSRP
G80-Locking Differential, Rear	\$395.00
IO4-Radio, 4.2" Color Screen, Bluetooth, w/ USB Port	\$300.00
RC3-Tires: P265/70 R17 All Terrain, Blackwall	\$200.00

No Cost Options
C5H-GVW Rating 6900 Lbs.
LV3-Engine: 4.3L, V-6, Alum, Flex Fuel, SIDI, V V T
MYC-6-Speed Automatic
NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions

Other Options

<p>1WT-1WT Work Truck Preferred Equipment Group AE7-Seat: 40/20/40/ Split Front Bench AU3-Power Door Locks BWN-Assist Step, Rear Bumper Corner Steps E63-Body: Pick Up Box GU6-Rear Axle, 3.42 Ratio K34-Cruise Control KG4-Alternator, 150 AMP NQG-Transfer Case, Floor Mounted, Manual Shift ROO-Processing Option U2J-SiriusXM Satellite Radio, Delete UQ5-Speaker System, 4 Standard VH6-Bumper, Front, Black VK3-License Plate Front Mounting Hardware</p>	<p>A60-Tailgate Lock AKP-Glass, Solar Absorbing, Tinted BG9-Floor Covering: Rubberized Vinyl, Black C67-Air Conditioning, Manual GAZ-Summit White H2R-Base Cloth, Jet Black / Dark Ash, Interior Trim KC4-Cooler, Engine Oil NC7-Emissions Override, Federal RD6-Wheels: 17" Steel SAF-Spare Tire Lock UE0-OnStar Delete V76-Recovery Hooks VJG-Bumper, Rear, Black ZY1-Paint, Solid</p>
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"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

LARRY H. MILLER CHRYSLER JEEP DOD
222 AUTO DRIVE
BOISE, ID 837090748

Priced Order Confirmation (POC)

Date Printed: 2014-10-31 2:02 PM VIN: 3C6JR7DG1EG278247 Quantity: 01
Estimated Ship Date: 2014-05-20 12:59 AM VON: 31199406 Status: KZ - Released by plant and invoiced
Date Ordered: 2014-04-10 10:31 AM Ordered By: S68229M

Sold to: LARRY H. MILLER CHRYSLER JEEP DODGE
RAM BOISE (59725)
222 AUTO DRIVE
BOISE, ID 837090748
Ship to: LARRY H. MILLER CHRYSLER JEEP DODGE RAM BOISE (59725)
222 AUTO DRIVE
BOISE, ID 837090748

Vehicle: 2014 1500 TRADESMAN REG CAB 4X4 (140 in WB 8 FT 0 IN box) (DS6L62)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6L62	1500 TRADESMAN REG CAB 4X4 (140 in WB 8 FT 0 IN box)	28,970	27,009
Package:	22B	Customer Preferred Package 22B	0	0
	ERB	3.6L V6 24V VVT Engine	0	0
	DFL	8-Spd Auto 845RE Trans (Make)	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	TXN	LT265/70R17E OWL On/Off Road Tires	250	213
	RA2	Uconnect 5.0 AM/FM/BT	465	395
	NAS	50 State Emissions	0	0
	DMD	3.55 Rear Axle Ratio	50	43
	AJY	Popular Equipment Group	500	425
	AJH	Power and Remote Entry Group	735	625
	AHC	Trailer Tow Mirrors & Brake Group	410	349
	YEP	Manuf Statement of Origin	0	0
	AED	Exterior Appearance Group	495	421
	XM9	Delete Spray In Bedliner	-325	-276
	ADB	Protection Group	150	128
	XAC	ParkView(TM) Rear Back-up Camera	200	170
	YGE	5 Additional Gallons of Gas	0	18
	XKN	Flex Fuel Vehicle	0	0
4EX	Sales Tracking	0	0	
Destination Fees:			1,195	1,195

HB: 957 Total Price: 33,095 30,715
FFP: 30,483
EP: 29,254

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Customer Name:
Customer Address:

Instructions:

Will sell for \$25,358, plus tax & fees

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



City of Kuna
PUBLIC HEARING NOTICE
A Hearing to Consider Adopting A Resolution Establishing Fees for a Temporary
Mobile Vendor Permit

NOTICE IS HEREBY GIVEN that the Kuna City Council will hold a public hearing to take public testimony concerning the proposed Resolution No. R66-2014, which proposes to adopt Temporary Mobile Vendor Permit Fees. A copy is attached hereto as EXHIBIT A.

The public hearing will be held Tuesday, **November 18, 2014 at 7:00 p.m.** or as soon as can be heard, in the Council Chamber, Kuna City Hall, 763 W. Avalon, Kuna, ID.

The public is invited to provide written or oral testimony for Council's consideration. Written testimony (letters) must be submitted to the Kuna City Clerk by November 13, 2014 at 5:00 p.m. to be included in the Council packets for review. Written testimony and documents may be dropped off at City Hall, mailed to P.O. Box 13, Kuna, ID 83634, or presented at the hearing by providing ten (10) copies for distribution.

All persons wishing to testify must state his/her name and residential address. No person shall speak until recognized by the Mayor or Chairman. A three (3) minute time limit will be placed on all testimony.

Please do not contact anyone who would be involved in the decision making process, which would include City Council Members, or the Mayor, as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodation(s), please contact the Kuna City Clerks Office before the meeting at 922-5546.

Brenda S. Bingham
Kuna City Clerk

Published November 5 and November 12, 2014

Exhibit A

CITY OF KUNA, IDAHO TEMPORARY VENDOR FEE SCHEDULE RESOLUTION NO. R66-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING THE FEES FOR CITY OF KUNA, IDAHO ORDINANCE NO. 2014-10 MOBILE VENDOR'S LICENSE.

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

The following Temporary Mobile Vendor Permit Fee Schedule is hereby approved and adopted by the City of Kuna, Idaho:

Thirty (30) day permit- \$15.00
Sixty (60) day permit- \$25.00
Ninety (90) day permit- \$30.00

BE IT FURTHER RESOLVED that if the Vendor has not had any violations during the period of the permit, the City Clerk is authorized to issue a renewal of the permit for an additional ninety (90) days for a renewal fee of twenty-five dollars (\$25.00), provided the Vendor applies for and pays the fee prior to the expiration period of the existing permit.

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

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

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**CITY OF KUNA, IDAHO
TEMPORARY VENDOR FEE SCHEDULE
RESOLUTION NO. R66-2014**

A RESOLUTION OF THE CITY OF KUNA, IDAHO SETTING THE FEES FOR CITY OF KUNA, IDAHO ORDINANCE NO. 2014-10 MOBILE VENDOR'S LICENSE.

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Thirty (30) day permit- \$15.00

Sixty (60) day permit- \$25.00

Ninety (90) day permit- \$30.00

BE IT FURTHER RESOLVED that if the Vendor has not had any violations during the period of the permit, the City Clerk is authorized to issue a renewal of the permit for an additional ninety (90) days for a renewal fee of twenty-five dollars (\$25.00), provided the Vendor applies for and pays the fee prior to the expiration period of the existing permit.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

**RESOLUTION NO. R74-2014
CITY OF KUNA, IDAHO**

**SUPPORT FOR VACATION OF RIGHT-OF-WAY AT THE WEST END OF
DEER FLAT ROAD ABUTTING THE SOUTHSIDE OF CRIMSON POINT
SUBDIVISION**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE
MAYOR TO EXECUTE THE LETTER TO ACHD STATING THE CITY'S
SUPPORT FOR THE VACATION OF THE RIGHT-OF-WAY AT THE WEST
END OF DEER FLAT ROAD, KUNA, IDAHO, SAID RIGHT-OF-WAY**

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

Section 1. The letter stating the City of Kuna, Idaho's support for the vacation of the right-of-way at the west end of Deer Flat Road, in Kuna, Idaho by the developer, in substantially the form of the copy of said letter, as attached hereto and incorporated herein by reference, is approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said letter on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

November 14, 2014

Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714

Re: *ACHD ROW vacation Deer Flat Road, Kuna, Idaho*

To whom it may concern:

The Kuna City Council and Mayor fully support Mr. Eck's request to vacate the right-of-way and property transfer for the property that would be an extension of Deer Flat Road on the south side of the Crimson Point Subdivision in Kuna, Idaho, as more particularly described in the attached Warranty Deed. Mr. Eck has provided the City with assurances that as his projects in this location are developed, the City will be provided necessary utility easements and public parking for access to the Indian Creek Greenbelt.

Sincerely,

W. Greg Nelson
Mayor

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 12.00
 BOISE IDAHO 12/16/04 04:11 PM
 DEPUTY Nikola Olson
 RECORDED - REQUEST OF Pioneer
 104159129

Crimson Point
 IFA - 13-04A
 T.2N, R.1W, Sec 15

248609 KC/HH

(Reserved for Ada County Recorder)

WARRANTY DEED

THIS INDENTURE, made this 14th day of December, 2004, **CRIMSON POINT, LLC**, an Idaho limited liability company, the "GRANTOR", and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

Subject to those exceptions to GRANTOR's title as are set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

SUBJECT TO those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District
 3775 N Adams Street
 Garden City, Idaho 83714

IN WITNESS WHEREOF, this WARRANTY DEED has been duly executed by the GRANTOR, the day, month and year herein first above written.

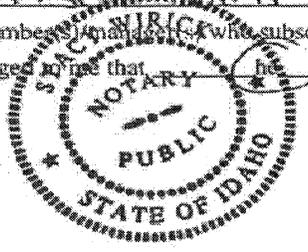
GRANTOR: [Signature]
ROBERT R. BASS
TITLE: PRESIDENT

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF Idaho, County of Ada, ss.

On this 14th day of December, in the year of 2004, before me Stacy Wirick a notary public, personally appeared Robert R. Bass known or identified to be President of the member(s)/manager(s) in a limited liability company, of Crimsonpoint LLC.

and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



Notary Public: [Signature]
Residing at: Boise Idaho
My commission expires: 10/25/10

U2026

Branch :TAD User :D016

PARCEL DESCRIPTION March 1, 2004

Project: CRIMSON POINT SUBDIVISION WEST

Project: TOTAL ACHD 35 FOOT TOTAL RIGHT OF WAY

A parcel of land located in the south 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the south 1/4 corner of said Section 15, marked by a 5/8" rebar P.L.S. 7729 and the POINT OF BEGINNING;

Thence North 89°44'30" West coincident with the south line of the southwest 1/4 of said Section 15 a distance of 1594.76 feet to the beginning of a non-tangent curve;

Thence 42.38 feet along the arc of said curve to the right, having a radius of 6802.50 feet and subtended by a chord bearing North 34°04'02" West, 42.38 feet;

Thence South 89°44'30" East parallel with said south line of the southwest 1/4 of Section 15 a distance of 1618.57 feet to said east line of the southwest 1/4;

Thence South 00°06'11" West, 35.00 feet to the POINT OF BEGINNING.

The parcel above described contains 1.29 acres more or less.

Basis of Bearings for this parcel is South 89°44'23" East between the 5/8" rebar marking the south 1/4 corner and the 3" brass cap marking the southeast corner of said Section 15 both in Township 2 North, Range 1 West.

Together with and subject to covenants, easements, and restrictions of record.

David S. Short Jr., P.L.S.
End Description

David S. Short Jr.



2/14/2004

License No. 5461

EXHIBIT "A"

EXHIBIT "B"

EXCEPTIONS

1. Sewerage charges and special assessment powers of the city of Kuna. No special assessments now show of record.
2. Liens and assessments of the following district and the rights and powers thereof as provided by law. No delinquencies appear in the county recorder's office.
District: Boise Kuna Irrigation District (922-5608)
3. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
4. Right of way for Deer Flat Road.
5. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and laterals.

**RESOLUTION NO. R75-2014
CITY OF KUNA, IDAHO
J&M SANITATION AGREEMENT- AMENDMENT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AMENDMENTS TO THE J&M SANITATION AGREEMENT.

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

Section 1. The amendments to the J&M Agreement, as attached hereto and incorporated herein by reference, is hereby adopted and approved by the City of Kuna, Idaho,

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT is made and entered into between the City of Kuna, a political subdivision of the State of Idaho (hereinafter the "City"), and J&M Sanitation, Inc., an Idaho corporation (hereinafter the "Franchisee").

WHEREAS, the City has authority to grant an exclusive franchise for the collection, hauling and removal of refuse, garbage and recyclable materials pursuant to Idaho Code §§ 50-329 and 50-344, Chapter 44, Title 31, Idaho Code, and Kuna City Ordinance No. 679; and

WHEREAS, the City, on behalf of Franchisee, sends out bills to each of its customers for solid waste collection services. Proceeds for solid waste collection services are collected, and then paid to Franchisee the following month. The City and Franchisee agree that payments made to Franchisee should occur weekly from net proceeds received the prior week, to expedite Franchisee's cash flow.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to the authority vested in the City under Idaho Code §§ 50-329 and 50-344, Chapter 44, Title 31, Idaho Code, and Kuna City Ordinance No. 679, the City and Franchisee do hereby agree as follows:

1. Section 5 of the Franchise Agreement is hereby amended in its entirety to read as follows:

"Section 5. Rates. Fees for solid waste collection service shall be set from time to time by resolution of the City Council. Solid waste collection service fees shall be billed by the City to the owner or occupant, or owner's legally authorized agent where the owner has provided written proof of said agency, for all real property where solid waste is created or accumulated within the City limits. Payments made to the City for any city-billed utility service or associated costs, shall be allocated to each solid waste collection balance owed in the same or similar manner to that of the other city-billed utility services based upon aging (oldest to newest) on the actual percentage basis, after any first priority service¹ has been paid. City-billed solid waste collection service fees that become delinquent shall be treated in the same manner and shall be subject to the same penalties and procedures as are provided for delinquent water, irrigation and sewer bills. The proceeds from the collection of fees for solid waste collection services as herein provided shall be placed in a special fund to be known as the "Solid Waste Fund". Franchisee shall be paid from said fund all of the proceeds from the collection of fees for solid waste collection services, less (1) any collection costs incurred by the City (such as attorney fees and court costs)

¹ A first priority service is a billed service that has not been paid and it has become a lien upon the property being serviced, such as an irrigation lien that take priority and receives full payment before the City prorates any payment under the terms of this Agreement.

prorated and properly attributable to the collection of fees for solid waste collection services; (2) any account balance write offs, reallocations, or payment adjustments²; and (3) a billing fee as shall be established from time to time by agreement with the Franchisee, and as adopted by resolution of the City Council. The City shall pay the Franchisee each Friday (or the following Monday, if Friday is a City-recognized holiday), the net proceeds from the Solid Waste Collection Fund received by the City as of the prior Thursday (Wednesday if Thursday is a holiday) at close of business.

Rate Adjustment. The City and Franchisee agree that Franchisee or the City may request an annual adjustment to the City-billed solid waste collection service fees based upon the Consumer Price Index- Western Region Transportation, as published by the United States Department of Labor's Bureau of Labor Statistics. The request shall be heard on or before the first City Council meeting in August in order for the City to have sufficient time to budget for the rate change and notify the customers.

IN WITNESS WHEREOF, the parties have executed this Amendment to Franchise Agreement and made it effective as of November ____, 2014.

City of Kuna

By _____
W. Greg Nelson, Mayor

ATTESTED:

Brenda S. Bingham, City Clerk

J&M Sanitation, Inc.

By Timothy W. Gordon
Timothy W. Gordon, President

² Franchisee shall have the right to review with the City Treasurer, any account write-offs, reallocations, or payment adjustments prior to the City making any account adjustment that affects the amount that Franchisee would receive under this Agreement.

**RESOLUTION NO. R76-2014
CITY OF KUNA, IDAHO
FARM LEASE WITH S&T FARMS, LLC**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH S&T FARMS, LLC, FOR THE LEASE OF THE CITY OF KUNA, IDAHO'S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute Real Estate Lease Agreement between the City of Kuna and S&T Farms, LLC for the lease of the City of Kuna's property located at Meadow View Road, Kuna, Idaho, as more particularly described in the lease at Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

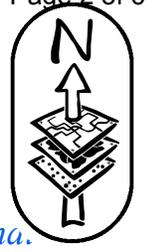
APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT 'A'



Kuna Cana.

N Meridian Rd

E Meadow View Rd

E Albacore Ln

E Kokanee Ln

**SUBJECT
PROPERTY
10.16 Acres**

Teed Lateral

Legend

-  Kuna City Property
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

E Kuna Rd

TB

REAL ESTATE LEASE AGREEMENT

This AGREEMENT is between the **City of Kuna, Idaho**, (herein referred to as "LESSOR") and **Steven E. Jensen and S&T Farms, LLC** (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, consisting of approximately 17 farmable acres (Property). The parties acknowledge that said Property is located east of Meridian Road and south of Meadow View, in Kuna, Ada County, Idaho.
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$100.00 per acre for a total lease price of \$1,700.00 per annum, payable in full at time of execution of lease, and thereafter at the time of renewal of the lease.
3. TERM: TERM: The term of this lease is from October 1, 2014 to September 30, 2015. Renewal terms shall be twelve (12) months, commencing October 1 of the then current year and end on September 30 of the following year.
4. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:
 - a. To pay all irrigation water assessments to the City of Kuna, Idaho. The 2015 assessment is due upon receipt.
 - b. To exercise usual and customary farming practices and pay for all farming expenses.
 - c. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.
 - d. To use diligence and follow approved practices in preventing noxious weeds from going to seed on the farm.
5. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be sold, or developed for city use and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon the Property (limited to the current growing season) and terminate the lease early and the payment of the value of the crops growing upon the property shall be considered the liquidated damages for the early termination of the lease. LESSEE agrees and assumes the risk that if it plants a multi-year crop, such as alfalfa, and this lease is terminated before LESSEE has realized the economic benefit of the said crop, it waives and is hereby estopped from asserting any claim, including damages or reimbursement for any multi-years crops, except for the crop during the current lease term.
6. WARRANTIES: There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.

REAL ESTATE LEASE AGREEMENT

7. **INSURANCE:** LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be \$1,000,000.00 general aggregate and \$1,000,000.00 each occurrence.
8. **ALTERATIONS AND IMPROVEMENTS:** No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.
9. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
10. **INDEMNIFICATION:** LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.
11. **RENEGOTIATION OF LEASE TERMS:** Either party may request in writing, a renegotiation of the lease terms on or before February of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the LESSOR may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.
12. **TIME OF ESSENCE AND DEFAULT:** Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.
13. **RENEWALS:** LESSEE shall have the first right to renew this lease for additional one (1) year period, subject to the provisions of paragraph 11, by giving written notice of renewal at least ninety (90) days before the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.

REAL ESTATE LEASE AGREEMENT

14. **ASSIGNMENT OR SUBLETTING PROHIBITED:** LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.
15. **USE OF PROPERTY:** LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.
16. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
17. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
18. **SERVICE OF NOTICES:** Any notice may be served upon LESSOR by certified mail to LESSOR at:

City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634;

And any notice may be served upon LESSEE by certified mail to LESSEE at:

S&T Farms, LLC
Steven E. Jensen
1694 N. Calaveras Pl
Kuna, Idaho 83634

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

(Signature page follows)

REAL ESTATE LEASE AGREEMENT

DATED this 1 day of Nov, 2014.

LESSOR:

LESSEE:

City of Kuna, Idaho

By Steven E Jenson
Steven E. Jenson/S&T Farms, LLC

By _____

Its Owner

W. Greg Nelson

Its _____

Mayor

WITNESS:

ATTEST:

Clerk of the City of Kuna

Form and content approved by _____ as attorney for the City of Kuna, Idaho.

**RESOLUTION NO. R77-2014
CITY OF KUNA, IDAHO
FARM LEASE OF CITY PROPERTY TO SILVER BUTTE HOLSTEINS, INC.**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute Real Estate Lease Agreement between the City of Kuna and Silver Butte Holsteins, Inc. for the lease of the City of Kuna's property located at Swan Falls Road, Kuna, Idaho, as attached hereto and made a part hereof, as Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

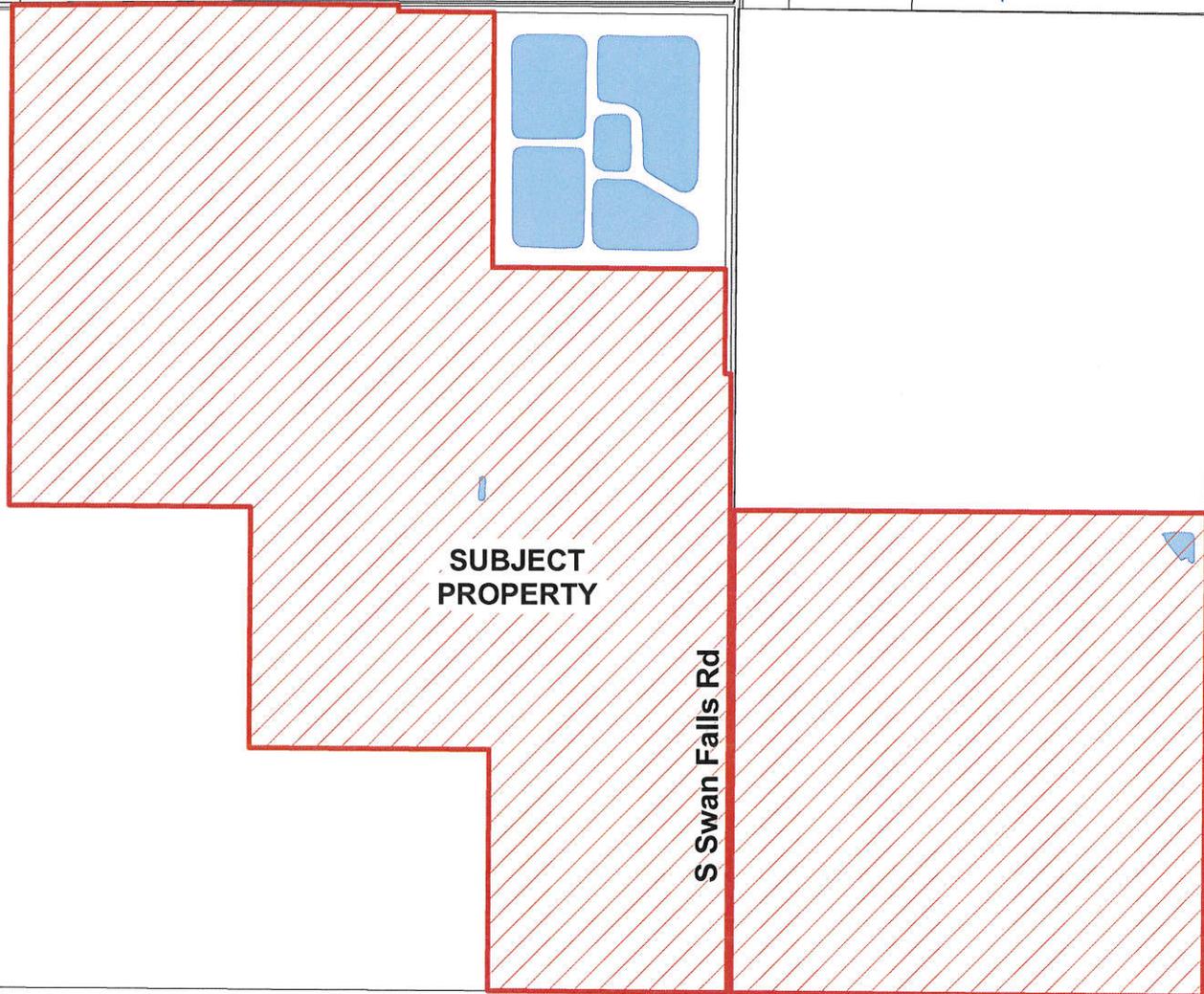
Brenda S. Bingham, City Clerk

EXHIBIT A

VICINITY MAP



W Kuna Mora Rd



SUBJECT PROPERTY

S Swan Falls Rd

Legend

-  Kuna City 485.6 Acres
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

TB

REAL ESTATE LEASE AGREEMENT

This AGREEMENT, is between the City of Kuna, Idaho, (herein referred to as "LESSOR") and Silver Butte Holsteins, Inc., an Idaho Corporation and Jeff Beus (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, consisting of approximately 400 farmable acres (Property). The parties acknowledge that said Property is located south of Kuna Mora Road and situated on both sides of Swan Falls Road, in Kuna, Ada County, Idaho.
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$60,000.00, payable in twelve (12) equal monthly installments of \$5,000.00, due and payable by the 10th day of each month. LESSOR shall send out monthly statements in advance of the 10th of each month to LESSEE.
3. TERM: TERM: The term of this lease is for the period commencing on October 1, 2014 and terminating on September 30, 2015; if this lease is renewed, as provided for herein, the renewal term shall be twelve (12) months, commencing on October 1, of each year, and ending on September 30, of the following year, and any subsequent renewal terms, under the following conditions:
4. LESSOR'S OBLIGATIONS: LESSOR agrees to the following at its expense:
 - a. To provide the treated wastewater effluent to be used as irrigation water on the property.
 - b. To pay for the power to operate the pump used to pump the treated wastewater effluent from the lagoon and used as irrigation water on the property. Specifically excluded from the LESSOR'S obligation is to pay for the power to operate the well pumps.
 - c. To provide perimeter weed control and rodent pest control measures, if needed.
 - d. To timely review and respond to all LESSEE requests to apply commercial fertilizer or manure.
 - e. To provide parts necessary for maintenance and repair of the irrigation lines.
5. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:
 - a. To provide all equipment, materials, labor or other items necessary to plant, cultivate, grow, and harvest alfalfa, grain or other crops, not detrimental to the primary purpose of the Property which is to provide for a wastewater land application site upon the Property, as further described in paragraph 6.
 - b. To weigh all harvested crops as they are harvested.

REAL ESTATE LEASE AGREEMENT

- c. To not apply any nitrogen or phosphorus based fertilizers or manure to Property without LESSOR'S approval.
 - d. To provide LESSOR with TKN, NO₃, NO₂, Total Phosphorus, moisture content and tonnage for any manure to be applied to Property.
 - e. To provide LESSOR with TKN, NO₃, NO₂, Total Phosphorus, moisture content and tonnage of harvested crops by field and by cutting.
 - f. To provide LESSOR with the sources and amount of water from each source applied to each field on a daily basis.
6. **ADDITIONAL TERMS:** LESSEE acknowledges and agrees that the Property is subject to certain terms as contained in the Idaho Wastewater Land Application Permit LA-000060-04 and said terms are fully incorporated herein, and LESSEE has reviewed a copy of said permit and agrees to fully comply with its terms and conditions. LESSEE further acknowledges and agrees that the Property is first and foremost a wastewater land application site and that such use shall be given priority over any farming operation on the Property. LESSOR agrees, as reasonably practical, to protect the LESSEE's crops growing upon the Property, but LESSOR reserves the right to destroy crops or otherwise interfere with LESSEE's farming operation if necessary to maintain, operate or repair LESSOR's wastewater treatment and application facilities on the Property or to comply with any terms and conditions of LESSOR's Wastewater Land Application Permit.
7. **REIMBURSEMENTS- END OF LEASE:** In the event that this lease is not renewed by LESSOR, for any reason other than a requested rent increase or decrease, LESSEE shall be entitled to reimbursement for existing viable alfalfa for the cost of planting alfalfa. Alfalfa is presumed to be viable for four (4) cropping seasons following its' planting. The cost of planting shall be limited to reasonable equipment cost for up to two (2) discing passes, one (1) conditioning pass and one (1) drill pass, plus the cost of seed. The costs reimbursable shall be limited to 25% of planting cost per viable year remaining. No reimbursement is to be provided after the fourth (4th) year of viability.
8. **REIMBURSEMENTS- BREACH OF LEASE:** In the event LESSEE breaches any of the terms of this lease, including non-payment of the lease amounts, or untimely payments of the lease amounts or the performance or non-performance of farming operations in a manner to cause LESSOR to violate the terms and conditions of its Wastewater Land Application Permit, LESSOR may terminate this lease, assume operations being performed by LESSEE upon the Property and shall not be liable for payment for reimbursements as provided in paragraph 7 or any other reimbursement payment sought by LESSEE.

REAL ESTATE LEASE AGREEMENT

9. **WARRANTIES:** There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.
10. **INSURANCE:** LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be \$2,000,000.00 general aggregate and \$1,000,000.00 each occurrence.
11. **ALTERATIONS AND IMPROVEMENTS:** No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.
12. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
13. **INDEMNIFICATION:** LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.
14. **RENEGOTIATION OF LEASE TERMS:** The parties to this lease agree that regulatory conditions are not fixed. Either party may request in writing, a renegotiation of the lease terms on or July 31 of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease.
15. **TIME OF ESSENCE AND DEFAULT:** Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.
16. **RENEWALS:** LESSEE shall have the right to renew this lease for additional one (1) year periods by giving written notice of renewal at least ninety (90) days before

REAL ESTATE LEASE AGREEMENT

September 30 of each year. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.

17. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.
18. USE OF PROPERTY: LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.
19. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
20. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
21. SERVICE OF NOTICES: Any notice may be served upon LESSOR by certified mail to LESSOR at:

City of Kuna, Idaho
c/o Gordon N. Law
Post Office Box 13
Kuna, Idaho 83634;

And any notice may be served upon LESSEE by certified mail to LESSEE at:

Silver Butte Holsteins, Inc.
c/o Jeffrey Beus
1629 W. Beus Road
Kuna, Idaho 83634

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

REAL ESTATE LEASE AGREEMENT

DATED this 5th day of November, 2014.

LESSOR:

LESSEE:

City of Kuna, Idaho

By  _____

Silver Butte Holsteins, Inc.

By _____

W. Greg Nelson

Its  _____

President

Its _____

Mayor

WITNESS:

ATTEST:

Clerk of _____

 _____

Form and content approved by _____ as attorney for the City of Kuna, Idaho.

RESOLUTION NO. R79-2014**CITY OF KUNA, IDAHO
BUREAU OF RECLAMATION CONSENT TO USE AGREEMENT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE CONSENT TO USE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION 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 *Consent to Use Agreement Contract No. 4-07-11-L3477* (Pedestrian Under Pass Bridge Crossing and Easement Encroachment, New York Canal) with the United States Department of Interior, Bureau of Reclamation is hereby authorized and approved. (A copy of said Agreement is attached hereto and incorporated herein by reference).

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute, and deliver to the City Clerk of the City of Kuna, Idaho, who is authorized to attest to said execution by the Mayor, on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of November 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of November 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
Snake River Area Office
230 Collins Road
Boise, ID 83702-4520

RECEIVED
OCT 21 2014
KUNA CITY CLERK

OCT 20 2014

IN REPLY REFER TO:

MSF-6125
LND-3.00

Honorable Greg Nelson
Mayor of City of Kuna
763 W. Avalon
Kuna, ID 83634

Subject: City of Kuna's Consent to Use Agreement (Consent) Contract No. 4-07-11-L3477,
Pedestrian Under Pass Bridge Crossing and Easement Encroachment, New York Canal,
NW¼, Sec. 25 and NE¼, Sec. 26, T2N, R1W, B.M., Arrowrock Division, Boise
Project, Idaho

Dear Mayor Nelson:

Enclosed in triplicate for the City's review and notarized signature is a proposed Consent for the subject crossing and easement encroachment of the New York Canal. If acceptable, please sign all copies and return them to this office. One original will be returned to you upon execution by the United States.

Please contact Ms. Lupe Rodriguez, Realty Specialist, at 208-383-2221 if we can be of further assistance.

Sincerely,


Jeffrey J. Reavis
Natural Resources Manager

Enclosure (In Triplicate)

RETURN TO:
Bureau of Reclamation
Attn: MSF 6125
230 Collins Road
Boise, ID 83702

Contract No. 4-07-11-L3477

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Arrowrock Division, Boise Project, Idaho**

CONSENT TO USE

THIS CONSENT TO USE, hereinafter referred to as Consent, made this _____ day of _____, 2014, pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of 1939 (53 Stat. 1196), between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, represented by the official executing this Consent, and **CITY OF KUNA**, hereinafter referred to as **Consentee**.

WITNESSETH, THAT:

WHEREAS, in connection with the Arrowrock Division, Boise Project, Idaho, the United States, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, has, pursuant to Federal Reclamation Laws, constructed, operates, and maintains certain irrigation works hereinafter referred to as project facilities; and

WHEREAS, said project facility, referred to as the New York Canal, is operated and maintained by the Boise Project Board of Control, hereinafter referred to as the Board, under a repayment contract with the United States; and

WHEREAS, the Consentee desires the consent of the United States to construct, install, operate and maintain a pedestrian under pass bridge in and across said project waterway and easement; and

WHEREAS, the proposed use has been reviewed and determined to be compatible with project purposes.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. **CONSENT AND LEGAL**

The United States does hereby consent to the Consentee, or his agents, subject to the terms and conditions of this Consent, the right to cross, construct, install, operate and maintain a pedestrian under pass bridge with hand rails on both sides, 5 feet wide by 66 feet in length, 4 inches above the high watermark, in and across the New York Canal and easement. Under pass bridge is under the Swan Falls Road bridge, in Kuna, Idaho, located in a portion of the NW¼ of Section 25 and the NE¼ of Section 26, Township 2 North,

Range 1 West, Boise Meridian, in the manner and at the location shown on the attached Exhibits A and B, by this reference made a part hereof.

2. SUBJECT TO FEE OWNER APPROVAL

Unless the Consentee is the underlying fee owner, this Consent is subject to Consentee securing approval of the underlying fee owner to cross or use the identified portion of Reclamation's right of way. By executing this document the Consentee acknowledges this notice and assumes all liability, if any, in this regard.

3. FEES

The Consentee has provided an application to obtain this Consent in conformance with Title 43 of the Code of Federal Regulations, Part 429 and a payment of \$100.00 for the application fee and \$265.00 as a deposit toward administrative fees is hereby acknowledged. Any unused portion of the funds deposited by the Consentee will be refunded, and the Consentee agrees to pay any additional funds due to costs incurred above the deposited amount within 10 days of demand by Reclamation.

4. TERM

The term of this Consent is to be perpetual from the date of this document, subject to the terms and conditions herein.

5. SPECIAL STIPULATIONS

Consentee agrees as follows:

Consentee agrees that the construction, installation, operation and maintenance (O&M) shall be conducted as follows:

a. The Consentee shall notify the Board at least seven (7) days prior to beginning construction work.

b. Consentee's structures shall be constructed, operated and maintained by the Consentee without cost to the United States or its assigns, and in such a manner as to cause no interference with the normal operation of project facilities. All construction, reconstruction and maintenance work performed by the Consentee upon the premises of the United States shall be undertaken only at times, according to plans, and in a manner satisfactory to the authorized official.

c. All backfill placed in the facility or its embankments shall be placed and compacted to the satisfaction of the authorized official. The facility and appurtenant structures shall be restored by the Consentee to a condition at least as good as before the work was accomplished.

d. All work must be performed during the non-irrigation season in which work commences (November 1 through March 15).

e. Reclamation and the Board will not be held responsible for damage that may occur as a result of operation and maintenance activity of the canal.

- f. Reclamation and the Board will not be held responsible if flooding of the bridge occurs.
- g. The Consentee shall be responsible for closing the bridge and posting bridge closures due to flooding or operation and maintenance activities of the canal.
- h. This document only authorizes a pedestrian under pass bridge with hand rails on both sides, 5 feet wide by 66 feet in length, 4 inches above the high watermark in and across the New York Canal and easement, located under the Swan Falls Road bridge, in Kuna, Idaho. In accordance with Idaho Code section 42-1102, et seq, additional encroachments onto the right of way by public or private roads, utilities, fences, gates, pipelines, structures, or other construction or placement of objects, need specific written permission from the United States or its successor or assign. Encroachments of any kind placed in such right of way without express written permission shall be removed at the expense of the person or entity causing or permitting such encroachment upon the request of the owner of the right of way.
- i. Any alteration in design of the facilities to be constructed, or any alteration, modification, or reconstruction of facilities, once the original work is accepted by Reclamation, its successors or assigns, must be approved in writing prior to commencing any work on facilities in the area subject to this Consent.

6. UNRESTRICTED ACCESS

The United States, its officers, agents, employees, licensees and permittees shall at all times have unrestricted access and ingress to, passage over, and egress from, all of said right of way for the purposes of exercising, enforcing, and protecting the rights of the United States.

7. HOLD HARMLESS

The Consentee hereby agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Consentee.

8. PROTECTION OF UNITED STATES INTERESTS

The Consentee shall construct, operate, and maintain its structures in a good workmanlike manner, as determined by Reclamation, to ensure that the authorized uses are compatible with the Reclamation purposes for which the land rights were acquired, and to protect the interests of the United States. The Consentee shall insure compliance with all laws, regulations, and orders of the United States, and any other public authority affecting such works.

9. TERMINATION

This Consent, a use authorization, will terminate and all rights of the Consentee hereunder will cease, and the Consentee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- a. At the end of the term of this Consent.

b. Reclamation may, at any time and at no cost or liability to the United States, if Consentee fails to comply with any of the terms and conditions hereof, or upon mutual agreement of all parties.

c. The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the Consentee's activities or facilities.

d. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

e. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent, for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 if Reclamation determines that any of the following apply:

- i. The use has become incompatible with authorized project purposes, project operations, safety, and security;
- ii. A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or
- iii. Termination is necessary for operational needs of the project.

f. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent if Reclamation determines that the Consentee has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

g. Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent if the Consentee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

10. NOTICES

a. Notices served under this Consent shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

UNITED STATES	CONSENTEE	BOARD
Jerrold D. Gregg, Area Manager Bureau of Reclamation 230 Collins Road Boise, ID 83702 (208) 383-2200	Greg Nelson, Mayor City of Kuna 763 W. Avalon Kuna, ID 83634 (208) 922-5546	Tim Page, Manager Boise Project Board of Control 2465 Overland Road Boise, ID 83705 (208) 344-1141

b. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail or delivery service shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Consent, and no specific requirements are set forth. Where this Consent provides for a specific notice in a different manner, the more specific requirements shall prevail.

c. The parties hereby designate the Area Manager, Mayor, and Board Manager, as their respective authorized representatives for this Consent. These individuals shall have authority to take any action allowed or required under this Consent, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

11. INCREASED COSTS

If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said right of way should be made more expensive by reason of the existence of improvements or works of Consentee thereon, such additional expense is to be estimated by the Reclamation, whose estimate is to be final and binding upon the parties hereto. Consentee will make payment thereof to the United States or any of its successors or assigns within (30) days after demand is made upon Consentee for payment of any such sums. As an alternative to payment, Consentee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt its facilities constructed and operated by it on said right of way to accommodate the aforementioned structures and facilities of the United States. Consentee shall bear any costs incurred by the United States occasioned by the failure of Consentee to remove or adapt its facilities within the time limits specified.

12. REMOVAL OF STRUCTURES

Upon expiration, termination, or revocation of the Consent, the Consentee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Consentee shall pay all the expenses of the United States, or its assigns, related to removal of such improvements.

13. DISCOVERY OF CULTURAL RESOURCES

The Consentee shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest. The Consentee shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The Consentee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the Consentee.

14. HAZARDOUS MATERIALS

a. The Consentee may not allow contamination or pollution of Federal lands, waters, or facilities, and for which the Consentee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The Consentee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of, on or, in Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, the Consentee shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means: within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for termination of this Consent. Such violations require immediate corrective action by the Consentee and shall make the Consentee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The Consentee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Consent.

g. Reclamation agrees to provide information necessary for the Consentee using reasonable diligence, to comply with the provisions of this Article.

15. CIVIL RIGHTS CLAUSES

The Consentee hereby agrees as follows:

a. Nondiscrimination on the Basis of Race, Color, or National Origin

(i) To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17.

(ii) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

b. Nondiscrimination on the Basis of Disability

(i) To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

(ii) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

c. Nondiscrimination on the Basis of Age

(i) To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.; and the general age discrimination regulations at 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17.

(ii) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

16. THIRD PARTY RIGHTS

This Consent is granted subject to all rights previously acquired by third parties.

17. SEVERABILITY

Each provision of this Consent shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Consent shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this Consent as a whole.

18. BINDING

The provisions of this Consent shall apply to, and bind, the successors and assigns of the parties hereto, but no assignment or transfer of this Consent or any part or interest therein shall be valid until approved by Reclamation.

19. OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

ACKNOWLEDGEMENT

STATE OF)
)ss
County of _____)

On this ____ day of _____, 2014, personally appeared before me _____, to me known to be the official described in and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Idaho
Residing at _____
My commission expires _____

ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Ada)

On this ____ day of _____, 2014, personally appeared before me Jerrold D. Gregg, to me known to be the official of the **United States of America** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Notary Public in and for the
State of Idaho
Residing at _____
My commission expires _____

**INDIAN CREEK / NEW YORK CANAL
SWAN FALLS CROSSING (UNDER)**

**UNION PACIFIC RIGHT-OF-WAY
GREENBELT LOCATION**

**BRIDGE
LOCATION**

**ACHD RIGHT-OF-WAY
INDIAN CREEK STREET**

**INDIAN CREEK &
NEW YORK CANAL**

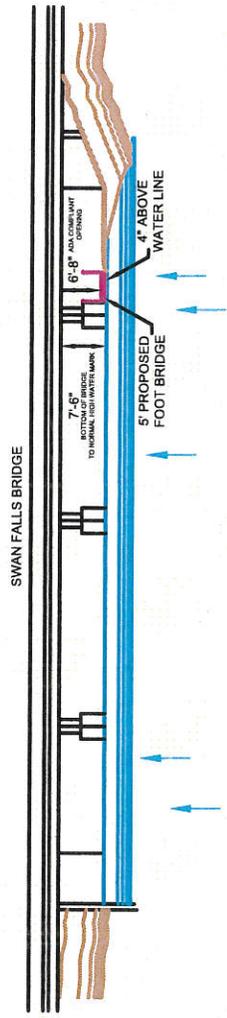
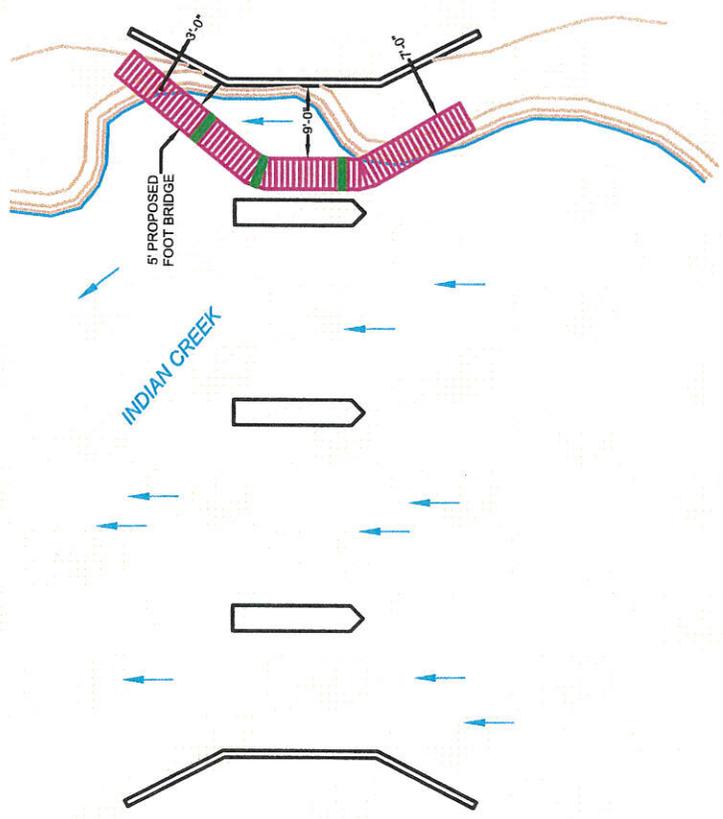
UNION PACIFIC RAILROAD

W Shortline St



SWAN FALLS FOOT BRIDGE

- PEDESTRIAN FOOT BRIDGE TO CONNECT GREENBELTS
- 5 FOOT WIDE BRIDGE WITH A.D.A. COMPLIANT LANDINGS AND RAILS
- APPROXIMATELY 66 FEET LONG
- BUILT WITH "C CHANNEL" AND RED WOOD DECKING
- FOOTINGS ARE SPACED APPROXIMATELY EVERY 20 FEET
- BRIDGE WILL BE CONSTRUCTED APPROXIMATELY 4 INCHES ABOVE THE NORMAL HIGH WATER MARK



CITY OF KUNA	
SWAN FALLS FOOT BRIDGE	
1" = 20'	08/29/2014
MLB	

RESOLUTION NO. R80-2014**CITY OF KUNA, IDAHO
CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE
TO DELETE DEPOSIT REQUIREMENT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO, DELETING THE REQUIREMENT FOR DEPOSITS FROM THE CITY PARKS AND CITY PUBLIC PROPERTY FEE SCHEDULE FOR THE CITY OF KUNA, IDAHO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Kuna City Code Title 7, Chapter 3, Paragraph 4, the City Council has the authority to establish user fees for the rental of its city parks and city public property.

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

Section 1: The Kuna City Council hereby adopts the fees to be charged and collected by the City of Kuna for Rental of City parks and City Public Property, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2: This resolution shall take effect and be in force from and after its passage and approval.

Dated this 18th day of November 2014.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

[S E A L]

EXHIBIT TO RESOLUTION 80-2014

CITY OF KUNA

**Fees for Rental of City Parks, Public Property and After Hours Permits
EFFECTIVE November 18, 2014**

<u>Request</u>	<u>Fee</u>
Rental of Bernie Fisher Bandshell or Gazebo people	<u>\$10.00</u> up to 15 <u>\$25.00</u> up to 35 people <u>\$50.00</u> up to 100 people <u>\$100.00</u> over 100 people
Refundable Cleaning and damage deposit	<u>\$10</u> up to 15 people <u>\$25</u> up to 35 people <u>\$50</u> up to 100 people <u>\$100</u> over 100 people
Picnic tables at all parks other than Bernie Fisher Park	<u>\$25.00</u> up to 10 tables <u>\$50.00</u> over 10 tables
Senior Center Additional hour or fraction thereafter Cleaning and damage deposit	<u>\$50.00</u> first hour <u>\$10.00</u> each additional hour <u>\$150.00</u>
After Hours Permit	<u>\$10.00</u> up to 15 people <u>\$25.00</u> up to 35 people <u>\$50.00</u> up to 100 people <u>\$100.00</u> over 100 people
Electricity at Bernie Fisher Park	<u>\$10.00/per rental day</u>

Madison Publications, LLC

dba Idaho Life Magazines
6700 N. Linder Rd., Ste 156, #244
Meridian, ID 83646

Date	Invoice #
10/20/2014	654

Bill To
City of Kuna Attn: Mayor, W. Greg Nelson 763 W. Avalon Street PO Box 13 Kuna, ID 83634

Web Site	Phone #	Due Date
www.idaholifemagazines.com	208-477-4220	Due upon receipt

Description	Amount
Advertising in Kuna Life 2015 edition - 4 PG Layout	1,200.00

Total	\$1,200.00
Payments/Credits	\$0.00
Payment Due	\$1,200.00