



CITY OF KUNA

P. O. BOX 13
KUNA, ID 83634

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www.kunacity.id.gov

TUESDAY, MARCH 3, 2015

7:00 P.M. 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, MARCH 3, 2015
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

7:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation:** Chris Bent, Calvary Chapel
- 3. Pledge of Allegiance:** Mayor Nelson
- 4. 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 February 3, 2015**
- B. Accounts Payable Dated February 26, 2015 in the Amount of \$156,867.66**
- C. Alcohol Licenses:**
- D. Resolutions:**
- E. Findings of Facts and Conclusions of Law:**
- 5. Citizen's Reports or Requests:**
- 6. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
- 7. Business Items:**
 - A. Consideration to Approve Resolution R10-2015 Authorizing Execution of Reimbursement Agreement with Falcon Ridge Charter School – Gordon Law, City Engineer**

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT
AGREEMENT IN THE AMOUNT OF \$7,381.53 WITH FALCON RIDGE PUBLIC
CHARTER SCHOOL.

- B.** Review proposed RFP for retail concessions at the vacated Kuna Historical Museum building situated next to the skateboard park. Consideration to approve publication of RFP – Richard Roats, City Attorney
- C.** Consideration to Approve Resolution R11-2015 Authorizing Acceptance of Sewer Easements from Water’s Edge Farm, LLC – Gordon Law, City Engineer

RESOLUTION APPROVING ACCEPTANCE OF THREE EASEMENTS ON WATER’S EDGE FARM, LLC PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER MAIN FOR THE DEERHORN PROJECT.

- D.** Review of Park Additions through High Five Grant – Bobby Withrow, Parks Supervisor

8. Ordinances:

A. *First Reading of Ordinance No. 2015-06*

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance

AN ORDINANCE AMENDING TITLE 7, CHAPTER 3, SECTION 10 REGARDING THE POSSESSION OF FIREARMS IN THE SKATE PARK WHERE THE LANGUAGE IS REMOVED FROM THE SIGNAGE REQUIRED TO BE POSTED AT THE SKATE PARK; MAKING SEVERAL FORMATTING CHANGES, AND PROVIDING AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

10. Announcements:

11. Executive Session:

12. Adjournment:

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CITY OF KUNA
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 17, 2015
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

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7:00 P.M. REGULAR CITY COUNCIL

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1. Call to Order and Roll Call:

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

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CITY STAFF PRESENT: Gordon Law, City Engineer
John Marsh, City Treasurer
Wendy Howell, Planning & Zoning Director
Richard Roats, City Attorney
Chris Engels, Interim City Clerk
Bobby Withrow, Parks Supervisor
Bob Bachman, Bob Bachman, Bldg. Maint & Insp. /Fleet Mgt.

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2. Invocation: Randy Maxwell, 7th Day Adventist

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3. Pledge of Allegiance: Mayor Nelson

4. Consent Agenda:
(Timestamp 00:01:20)

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 February 3, 2015

B. Accounts Payable Dated February 12, 2015 in the Amount of \$248,297.68

C. Alcohol Licenses:

D. Resolutions:

E. Findings of Facts and Conclusions of Law:

48 Mayor Nelson announced the Consent agenda and asked for any additions or
49 corrections.

50
51 Council Member Jones asked City Attorney Roats about the reimbursement of
52 employees for personal car use to deliver some documents and what the liabilities to
53 city are.

54
55 Mr. Roats explained that he is working on the personnel manual to address the use of
56 city vehicles.. The city could have some issues if the employee's coverage doesn't
57 cover the entire cost of a claim. It is more cost effective for the city vehicles to be
58 used than reimburse personal vehicle use

59
60 Council Member Jones asked City Treasurer Marsh about a reimbursement of \$68
61 and \$53 to an employee for lunch and parking. Lunch is \$44 for 2 days and the other
62 is \$31 for 2 days. Mr. Marsh confirmed there were 2 employees with lunch each for 2
63 days.

64
65 Council Member Jones was concerned about the price and reimbursements for
66 lunches. He thinks employees should take care of their own lunch and thought the
67 costs were too high.

68
69 Council Member Buban-Vonder Haar thought the city had laid out a policy of the
70 distance of a work detail before lunches and those types of expenses were covered. If
71 it is in commuting area, it should be a personal expense.

72
73 Mr. Marsh replied that a policy was not established in writing. Previously the IRS
74 policy was followed which took into account distance for a business expense but it
75 has changed to indicate an overnight stay is required for a reimbursed expense. There
76 isn't anything in place to dictate how it works other than a precedent.

77
78 Mayor Nelson added that he was working on the issue and had called in 2 employees
79 to discuss the lunch costs. A reasonable lunch is what we expect. At least 1 of the
80 employees misunderstood and a policy will be put in place.

81
82 Council Member Buban-Vonder Haar thought the federal policy could be followed
83 with established reimbursement rates.

84
85 Mr. Marsh explained that the IRS per diem rates are used for employees traveling
86 overnight.

87
88 **Council Member Stear moved to approve the consent agenda as presented. Seconded by**
89 **Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

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91 **5. Citizen's Reports or Requests:**

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

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95 **7. Business Items:**

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- A. Phillip Bowman from Ada County Highway District – Concept study overview of Linder and Deer Flat intersection with recommendation
(Timestamp 00:10:15)

Mr. Bowman apologized for not having his slide presentation but did provide paper copies. He gave the background that Kuna made the initial request to improve the Linder and Deer Flat intersection and worked with ACHD on the a grant application for Federal funding in early 2012. The grant outlined the improvements for the project. It originally indicated a roundabout was included. ACHD made a state and local agreement with ITD for the federal funds.

The funds were awarded and project in in ACHD’s 5 year work plan. One of the requirements for the funding is public input. An online survey was done in August 2014. There were 280 responses. Safety, improving traffic flow and pedestrian facilities were the top 3 concerns. An open house was held on November 2014. There were 46 people who attended and 43 written comments. Of the responses received, option 1 was the preferred alternative. Three alternatives were reviewed. The first was a signaled intersection, the second was the roundabout, and the third was a no build with no changes. The current intersection won’t sustain future traffic predictions.

January 22, 2015 the options and costs were reviewed and the project team determined alternative 1 is the preferred choice. The next steps will be for Mr. Bowman to present the information to the ACHD Commission for direction. The concept report will be prepared for ITD in early March and coordinate with COMPASS for the actual funding of the project on April 16, 2015 to program the project for possibly 2017 or at the latest, 2020. This could prepare for right of way acquisition in 2016.

Mayor Nelson asked about the concerns of the businesses in the area but was unsure if they had seen the statistics of the intersection. He asked how much property will be acquired.

Mr. Bowman responded they had met with several businesses and the primary concern is the placement of the medians. The medians are part of the design to protect the left turn lanes and prevent conflicts. The current access functions as a full access, when the project is complete the access point will be a right in, right out to protect the turn lanes. He tried to convey to the businesses the project is still in concept and as it moves forward, additional decisions can be made. Most of the right of away is already preserved in the quadrant.

Council Member Jones asked if there will be more public input.

Mr. Bowman indicated there will be another open house at the preliminary design stage with comments being accepted. The scheduled hasn’t been defined yet but possibly in the late summer.

144 Council Member Jones was concerned that the limit of northbound Linder traffic out
145 of the area, will cause cars to Trophy Stree and there is a daycare on corner and
146 increase traffic. Council Member Buban-Vonder Haar added that there are school
147 children crossing in that area also.

148
149 Council Member Stear discussed that originally a roundabout was going to be safer
150 than a signalized intersection. He wanted to know that if the public understood the
151 safety comparison between the two options. There is also the concern of high school
152 drivers and pedestrian safety for the intersection.

153
154 Mr. Bowman said that roundabouts are safer with vehicles but the project team
155 struggled about finding data for pedestrian safety on multiple lane roundabouts. Input
156 was concerned about school children and pedestrian. The principal from Reed felt he
157 would have to put 4 crossing guards at a roundabout and 2 at a signal intersection for
158 student safety.

159
160 Council President Cardoza asked about the sidewalk, curb and gutter. He asked what
161 ACHD would be doing to prevent accidents and if most of the changes are for
162 pedestrians.

163
164 Mr. Bowman indicated there will be additional lanes for turning movements by
165 separating thru lanes from left and right turns. The crash data showed rear end
166 collisions are elevated without the separated turning movements. Part of the design
167 will enlarge the intersection.

168
169 City Engineer Law explained the current lane usage shares turning movements but
170 after the intersection is improved, the turning movements will each have their own
171 lanes. Mr. Law thought this was a good intersection that the city can learn from and
172 use as an example going forward.

173
174 Mayor and Council agreed.

175
176 Mayor Nelson asked Police Chief Dusseau what the biggest accident causes are.

177
178 Chief Dusseau explained he understood the concerns of the businesses but he was
179 concerned with safety. There are a large number of vehicles and children going to
180 school and work in the intersection and feels it needs to be addressed to prevent
181 bigger problems in the future.

182
183 Council Member Stear asked about further down Linder Road where the kids cross to
184 go to school, sometimes the crossing guards run the kids across in multiple
185 succession and then the traffic backs up. He wanted to know if there is way to
186 coordinate the lights with cross walk.

187
188 Council Member Buban-Vonder Haar added she thought the light was unpredictable
189 and lasted for a very long time.

190

191 Mr. Bowman explained it is a push button signal and the signals can be coordinated.
192 During observations, it is thought that a right turn into Reed will be helpful. The high
193 school movement is contributing to the backing up of traffic into the intersection and
194 both need to be addressed.

195
196 Mayor Nelson thanked Mr. Bowman for his presentation and thought the project was
197 in line with the feedback he has received from the community.
198

- 199 **B.** Consideration to Approve Resolution R08-2015 Authorizing Execution of
200 Reimbursement Agreement With Corey Barton Homes – Gordon Law, City Engineer
201 *(Timestamp 00:44:22)*

202
203 RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT
204 AGREEMENT IN THE AMOUNT OF \$21,482.37 WITH COREY BARTON
205 HOMES, INC. DBA CBH HOMES
206

207 Mr. Law explained it pertains to the reimbursement of oversizing of pipeline that
208 occurs at times with the development of subdivisions. This is for Arbor Ridge
209 subdivision oversized sewer line.
210

211 Council Member Jones asked if interception fees are kept in line with the other fee
212 increases.
213

214 Mr. Law said that he does.
215

216 Council Member Stear commented to Mr. Law he appreciated the graph that explains
217 the sewer pipe size and what is needed is very helpful in reviewing the materials.
218

219 **Council Member Stear moved to approve Ordinance Resolution R08-2015 Seconded**
220 **by Council Member Buban-Vonder Haar with the following roll call vote:**

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

222 **Voting No: None**

223 **Absent: None**

224 **Motion carried 4-0.**
225

- 226 **C.** Consideration to Approve Resolution R09-2015 Authorizing Operation and
227 Maintenance Costs for Street Lighting Modification – John Marsh, City Treasurer
228 *(Timestamp 00:47:21)*
229

230 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY
231 TREASURER TO PROCESS PAYMENT OF OPERATION AND
232 MAINTENANCE COSTS FOR A PROPOSED STREET LIGHTING
233 MODIFICATION AT THE INTERSECTION OF TEN MILE AND BOISE
234 STREET IN KUNA, IDAHO.
235

236 City Treasurer John Marsh presented a graphic to show the intersection and how the
237 light changes would display light. There were concerns of the lighting safety of the
238 intersection. It is proposed to move the 250 watt high pressure sodium vapor light

239 from the northeast corner to the southeast corner with a 160 watt LED light. The light
240 on the northwest corner would change from a 100 watt to a 250 watt. The light will
241 still be owned by Idaho Power and the city would pay the consumption costs. The
242 city would own the southeast corner light and pay the consumption costs.
243

244 Council Member Stear noted that was the intersection where a child was hit because
245 it was dark and thinks the change is appropriate.
246

247 Council President Cardoza asked if instead of going from the 150 watt to 250, why
248 not go 160 on both sides with LED.
249

250 Mr. Marsh responded that it was considered to add a new LED light in the area but
251 due to the power lines, it has to remain an Idaho Power pole. Idaho Power won't
252 consider LED lights on their poles.
253

254 **Council Member Stear moved to approve Ordinance Resolution R09-2015 Seconded**
255 **by Council Member Buban-Vonder Haar with the following roll call vote:**

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

257 **Voting No: None**

258 **Absent: None**

259 **Motion carried 4-0.**
260

261 **8. Ordinances:**

263 **9. Mayor/Council Discussion Items:**

264 *(Timestamp 00:52:25)*
265

266 Council President Cardoza said a gentleman who is wheel chair user approached Council
267 President Cardoza to say he feels he is harassed by the Frisbee golf players. Another lady
268 spoke to him that she was sitting on a concrete pad and was told by a player that she
269 couldn't sit there. He hasn't seen the players doing any harassment but perhaps the
270 players could be asked to remember it is a public city park.
271

272 Mayor Nelson thought a sign reminding everyone it is a multi-use park and to be
273 courteous and asked the Parks department to work on the design.
274

275 Council President Cardoza asked Mr. Marsh about the Historical Museum bills that some
276 of were paid by a grant but some of them weren't consistent in the coding. Mr. Marsh
277 explained the grant funds were used first and then the budgeted funds were used is which
278 is why there are different fund numbers.
279

280 Mayor Nelson said that a lady in a wheelchair told him she has nearly flipped on two of
281 the intersection ramps and asked for ACHD to be aware. (Unidentified ACHD speaker)
282 Boise and Marteeson had some damage according to Mr. Bachman and he reported it to
283 ACHD and it is to be repaired.
284

285 **10. Announcements:** 286

287 **11. Executive Session:**

288

289 **12. Adjournment:** The meeting adjourned at 7:58 p.m.

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291

292 **Council Member Stear moved to adjourn the meeting at 7:58 p.m. Seconded by Council**
293 **President Cardoza, all voting aye. Motion carried 4-0.**

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W. Greg Nelson, Mayor

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302 ATTEST:

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305

306 Chris Engels, Interim City Clerk

307

308 *Minutes prepared by Chris Engels*

309 *Date Approved: CCM 03.03.2015*

310

311

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY HIGHWAY DISTRICT (PERMITS)												
1529	ADA COUNTY HIGHWAY DISTRICT (PERMITS)	11513		<u>PERMIT TO INSTALL IRRIG.SVC, BOISE ST., DEC '12 - P.I.</u>	12/05/2012	-75.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/15		
Total 11513:						-75.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (PERMITS):						-75.00	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13075		<u>ACHD SHOP RENT, MARCH 2015 - PARKS</u>	02/18/2015	148.50	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	1004	2/15		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13075		<u>ACHD SHOP RENT, MARCH 2015 - WATER</u>	02/18/2015	126.00	.00	<u>20-6211 RENT- BUILDINGS & LAND</u>	0	2/15		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13075		<u>ACHD SHOP RENT, MARCH 2015 - SEWER</u>	02/18/2015	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	2/15		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13075		<u>ACHD SHOP RENT, MARCH 2015 - PI</u>	02/18/2015	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	2/15		
Total 13075:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	020615		<u>PROSECUTORIAL SERVICES MAR '15</u>	02/06/2015	4,475.00	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	2/15		
Total 020615:						4,475.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,475.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ALLOWAY ELECTRIC CO												
1087	ALLOWAY ELECTRIC CO	35540	2574	<u>REPAIR FOR STREETLIGHT IN BUTLER PARK, 500 W MENDI PLACE, NO VOLTAGE AT BOTTOM OF POLE, TRIPPED CIRCUIT BREAKER, JAN 15</u>	02/10/2015	195.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	2/15		
Total 35540:						195.00	.00					
Total ALLOWAY ELECTRIC CO:						195.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	24678		<u>LAB TESTING, SEWER, JAN 15</u>	01/31/2015	859.50	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	1/15		
Total 24678:						859.50	.00					
Total ANALYTICAL LABORATORIES:						859.50	.00					
B & A ENGINEERS												
347	B & A ENGINEERS	CK02-3		<u>DEERHORN SEWER DESIGN, PIPELINE INSPECTION, FEB. '15</u>	02/18/2015	631.25	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total CK02-3:						631.25	.00					
Total B & A ENGINEERS:						631.25	.00					
BACKFLOW ASSEMBLY TESTING & SUPPLY LLC												
1573	BACKFLOW ASSEMBLY TESTING & SUPPLY LLC	RT021913-2		<u>REGIST.FOR R.FORD TO ATTEND BAT&SUPPLY, JAN '13 - R. FORD</u>	01/09/2013	-650.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/15		
Total RT021913-2:						-650.00	.00					
Total BACKFLOW ASSEMBLY TESTING & SUPPLY LLC:						-650.00	.00					
BAILEY & COMPANY, CHARTERED												

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
125	BAILEY & COMPANY, CHARTERED	87900		<u>AUDIT SVCS FOR 2015, ADMIN</u>	02/28/2015	3,175.18	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	0	2/15		
125	BAILEY & COMPANY, CHARTERED	87900		<u>AUDIT SVCS FOR 2015, WATER</u>	02/28/2015	1,949.90	.00	20-6202 <u>PROFESSIONAL SERVICES</u>	0	2/15		
125	BAILEY & COMPANY, CHARTERED	87900		<u>AUDIT SVCS FOR 2015, SEWER</u>	02/28/2015	2,545.75	.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	2/15		
125	BAILEY & COMPANY, CHARTERED	87900		<u>AUDIT SVCS FOR 2015, PI</u>	02/28/2015	829.17	.00	25-6202 <u>PROFESSIONAL SERVICES</u>	0	2/15		
Total 87900:						8,500.00	.00					
Total BAILEY & COMPANY, CHARTERED:						8,500.00	.00					
BOLEN'S CONTROL HOUSE, INC.												
617	BOLEN'S CONTROL HOUSE, INC.	S1237442.001	2591	<u>2 EA PACKARD RUN CAPACITOR 60 MFD, 2 EA PACKARD RUN CAPACITOR 50 MFD, 4 EA PACKARD MOTOR START CAPACITORS, 1 EA PACKARD MOTOR RUN CAPACITOR 50 MFD, 6 EA GOULD TRS 30RID FUSES 30 AMP, T SHAFER, SEWER, FEB 15</u>	02/09/2015	201.60	.00	21-6150 <u>MAINT. & REPAIRS - SYSTEM</u>	0	2/15		
Total S1237442.001:						201.60	.00					
Total BOLEN'S CONTROL HOUSE, INC.:						201.60	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	021715CM		<u>RENEWAL APPLICATION LICENSE #WWT1-17571, C MCDANIEL, SEWER, FEB 15</u>	02/17/2015	30.00	.00	20-6265 <u>TRAINING & SCHOOLING EXPENSE</u>	0	2/15		
Total 021715CM:						30.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 2/13/2015-2/26/2015

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 BUREAU OF OCCUPATIONAL LICENSE:						30.00	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	474256	2629	<u>2 LOADS OF REJECT SAND FOR THE GREENBELT, PI, EAST PROJECT, M.DAVILA, PI, FEB.'15</u>	02/19/2015	22.33	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total 474256:						22.33	.00					
10	BUSY BEE SAND & GRAVEL	474265		<u>2ND LOAD OF REJECT SAND FOR THE GREENBELT, PI, EAST PROJECT, M.DAVILA, PI, FEB.'15</u>	02/19/2015	23.49	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total 474265:						23.49	.00					
Total BUSY BEE SAND & GRAVEL:						45.82	.00					
CANYON HONDA												
844	CANYON HONDA	1340647		<u>OIL, FILTER, TRANSMISSION SERVICE OF SEWER RTV, FEB '14 - B. WITHROW</u>	02/12/2014	-220.68	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/15		
Total 1340647:						-220.68	.00					
Total CANYON HONDA:						-220.68	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	7169	2619	<u>REPLACEMENT FLOW METER READOUT ON NWWTP INFLUENT, T SHAFER, SEWER, FEB 15</u>	02/12/2015	3,272.07	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/15		
Total 7169:						3,272.07	.00					
Total CUSTOM ELECTRIC, INC.:						3,272.07	.00					
EDMARK GM SUPERSTORE												

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
357	EDMARK GM SUPERSTORE	1049446	2610	<u>EMISSIONS TEST ON TRUCK#10, B GILLOGLY, PARKS, FEB 15</u>	02/11/2015	11.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	2/15		
Total 1049446:						11.00	.00					
Total EDMARK GM SUPERSTORE:						11.00	.00					
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDBOS1784	2401	<u>NUTS AND BOLTS FOR THE BIRDS OF PREY LIFT STATION, T.FLEMING, SEWER, DEC.'14</u>	12/01/2014	59.36	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	12/14		
Total IDBOS1784:						59.36	.00					
1507	FASTENAL COMPANY	IDBOS187776	2245	<u>1 EA SNAP RING PLIERS, SEWER TRUCK #23, C KNIGHT, OCT 14</u>	10/24/2014	53.31	.00	<u>21-6175 SMALL TOOLS</u>	0	10/14		
Total IDBOS187776:						53.31	.00					
1507	FASTENAL COMPANY	IDBOS188085	2327	<u>3 EA, 3/16" DRILL BITS AND A TUB OF DRILL BIT LUBRICANT, T.SHAFFER, SEWER, NOV.'14</u>	11/07/2014	27.27	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	11/14		
Total IDBOS188085:						27.27	.00					
1507	FASTENAL COMPANY	IDBOS189523	2552	<u>STAINLESS STEEL BOLTS FOR POND #9 DEPTH GUAGE AT LAGOONS, T FLEMMING, SEWER, JAN 15</u>	01/20/2015	15.62	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	1/15		
Total IDBOS189523:						15.62	.00					
Total FASTENAL COMPANY:						155.56	.00					
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	S6829	2628	<u>6 BARRELS ALLQUEST FOR DANSKIN WELL, WATER, FEB.'15 - R FORD</u>	02/19/2015	1,950.00	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	2/15		

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 S6829:						1,950.00	.00					
Total FILTRATION TECHNOLOGY:						1,950.00	.00					
FLUID CONNECTOR PRODUCTS, INC. dba												
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5856520	2288	150' OF 1/2" POLYVINYL TUBING, T.SHAFFER, SEWER, OCT.'14	10/29/2014	175.10	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	10/14		
Total 5856520:						175.10	.00					
Total FLUID CONNECTOR PRODUCTS, INC. dba:						175.10	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	I3839336		2 EA WATEROUS HYDRANT OIL, WATER, FEB 15	02/04/2015	129.64	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total I3839336:						129.64	.00					
1552	H.D. FOWLER COMPANY	I3841685	2606	2 GAL. HYDRANT OIL AND PLUGS, R.JONES, WATER, FEB.'15	02/09/2015	129.64	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total I3841685:						129.64	.00					
1552	H.D. FOWLER COMPANY	I3843188	2611	2 GAL FIRE HYDRANT OIL, HYDRANT MAINTENANCE, R.JONES, WATER, FEB.'15	02/11/2015	129.64	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total I3843188:						129.64	.00					
Total H.D. FOWLER COMPANY:						388.92	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	D507912	2600	REGISTERS AND PUMPS FOR WATER METERS, C.KNIGHT, FEB.'15 - WATER	02/06/2015	2,397.34	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		

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 D507912:						2,397.34	.00					
63	HD SUPPLY WATERWORKS LTD	D555447	2613	<u>5 CARSON IRRIGATION BOXES FOR GREENBELT EXTENSION, J MORFIN, PI, FEB 15</u>	02/12/2015	71.20	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total D555447:						71.20	.00					
63	HD SUPPLY WATERWORKS LTD	D555553	2614	<u>1 EA 1IN 8X8 BRASS NIPPLE FOR GREENBELT EXTENTION, R FORD, PI, FEB 15</u>	02/12/2015	23.36	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total D555553:						23.36	.00					
Total HD SUPPLY WATERWORKS LTD:						2,491.90	.00					
HOCOCHAN HOLDINGS, INC. dba												
1619	HOCOCHAN HOLDINGS, INC. dba	AR360172		<u>MONTHLY COPIER LEASE, MX411ON, MXM503N, 02-01-2015 TO 02-28-2015, ADMIN, FEB 15</u>	02/10/2015	66.10	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	2/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360172		<u>MONTHLY COPIER LEASE, MX411ON, MXM503N, 02-01-2015 TO 02-28-2015, P&Z, FEB 15</u>	02/10/2015	66.10	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	2/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360172		<u>MONTHLY COPIER LEASE, MX411ON, MXM503N, 02-01-2015 TO 02-28-2015, WATER, FEB 15</u>	02/10/2015	81.09	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360172		<u>MONTHLY COPIER LEASE, MX411ON, MXM503N, 02-01-2015 TO 02-28-2015, SEWER, FEB 15</u>	02/10/2015	105.87	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360172		<u>MONTHLY COPIER LEASE, MX411ON, MXM503N, 02-01-2015 TO 02-28-2015, PI, FEB 15</u>	02/10/2015	34.34	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/15		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total AR360172:						353.50	.00					
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 01-01-15 TO 01-31-15, ADMIN, JAN 15</u>	02/10/2015	15.66	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 01-01-15 TO 01-31-15, P&Z, JAN 15</u>	02/10/2015	15.66	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 01-01-15 TO 01-31-15, WATER, JAN 15</u>	02/10/2015	19.21	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 01-01-15 TO 01-31-15, SEWER, JAN 15</u>	02/10/2015	25.08	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 01-01-15 TO 01-31-15, PI, JAN 15</u>	02/10/2015	8.14	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 01-01-15 TO 01-31-15, PI, JAN 15</u>	02/10/2015	16.71	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 01-01-15 TO 01-31-15, ADMIN, JAN 15</u>	02/10/2015	32.16	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 01-01-15 TO 01-31-15, P&Z, JAN 15</u>	02/10/2015	32.16	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 01-01-15 TO 01-31-15, WATER, JAN 15</u>	02/10/2015	39.46	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR360173		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 01-01-15 TO 01-31-15, SEWER, JAN 15</u>	02/10/2015	51.51	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/15		

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 AR360173:						255.75	.00					
Total HOCOCHAN HOLDINGS, INC. dba:						609.25	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	022015		WELL 11, BUTLER PARK SUPPLY WELL, DEQ SUBMITTAL, SAMPLING, GEOTECHNICAL CONSULTATION, G LAW, FEB 15	02/20/2015	7,705.75	.00	20-6020 CAPITAL IMPROVEMENTS	0	2/15		
Total 022015:						7,705.75	.00					
Total HYDRO LOGIC, INC.:						7,705.75	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - CITY HALL - ADMIN	02/18/2015	340.10	.00	01-6290 UTILITIES	0	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - FARM	02/18/2015	307.88	.00	21-6090 FARM EXPENDITURES	0	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - P.I	02/18/2015	815.89	.00	25-6290 UTILITIES EXPENSE	0	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - SENIOR CENTER	02/18/2015	297.55	.00	01-6290 UTILITIES	1001	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - STREET LIGHTS	02/18/2015	6,138.83	.00	01-6290 UTILITIES	1002	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - CITY HALL - P & Z	02/18/2015	90.57	.00	01-6290 UTILITIES	1003	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - PARKS	02/18/2015	861.02	.00	01-6290 UTILITIES	1004	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - WATER	02/18/2015	7,906.17	.00	20-6290 UTILITIES EXPENSE	0	2/15		
38	IDAHO POWER CO	02182015I		ELECTRIC SERVICE FOR FEBRUARY - SEWER	02/18/2015	20,274.67	.00	21-6290 UTILITIES EXPENSE	0	2/15		

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Total 02182015I:						37,032.68	.00					
Total IDAHO POWER CO:						37,032.68	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	81483		REMOTELY CONNECTED TO SERVER TO FIX BREANDA'S DELIVERY SYSTEM SO GRETA WOULD STOP GETTING EMAILS. ADMIN. FEB 15	02/08/2015	43.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81483		REMOVED VIRUS FROM JUDITH'S PIC THAT WAS CAUSING LOGIN PROBLEMS. P&Z. FEB 15	02/08/2015	86.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	2/15		
Total 81483:						129.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	81592		PRO ACTION SYSTEM SUPPORT. SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. ADMIN. FEB 15	02/15/2015	73.18	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81592		PRO ACTION SYSTEM SUPPORT. SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. P&Z. FEB 15	02/15/2015	24.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81592		PRO ACTION SYSTEM SUPPORT. SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. WATER. FEB 15	02/15/2015	59.87	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81592		PRO ACTION SYSTEM SUPPORT. SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. SEWER. FEB 15	02/15/2015	78.17	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81592		PRO ACTION SYSTEM SUPPORT. SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. PI. FEB 15	02/15/2015	25.38	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 81592:						261.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	81840		<u>RENEWAL SYMANTEC SECURITY LICENSES, PI, FEB 15</u>	02/20/2015	122.78	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81840		<u>RENEWAL SYMANTEC SECURITY LICENSES, ADMIN, FEB 15</u>	02/20/2015	354.19	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81840		<u>RENEWAL SYMANTEC SECURITY LICENSES, P&Z, FEB 15</u>	02/20/2015	118.10	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81840		<u>RENEWAL SYMANTEC SECURITY LICENSES, WATER, FEB 15</u>	02/20/2015	289.77	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		
1595	INTEGRINET SOLUTIONS, INC.	81840		<u>RENEWAL SYMANTEC SECURITY LICENSES, SEWER, FEB 15</u>	02/20/2015	378.31	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		
Total 81840:						1,263.15	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,653.15	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	011615-02131		<u>NATURAL GAS CONSUMPTION CITY HALL, FEB 15</u>	02/19/2015	29.80	.00	01-6290 UTILITIES	0	2/15		
Total 011615-021315C:						29.80	.00					
37	INTERMOUNTAIN GAS CO	011615-02131		<u>NATURAL GAS CONSUMPTION SR CENTER, 01-16-15 TO 02-13-15, SR CENTER, FEB 15</u>	02/19/2015	358.10	.00	01-6290 UTILITIES	1001	2/15		
Total 011615-021315SC:						358.10	.00					
Total INTERMOUNTAIN GAS CO:						387.90	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	02132015-021		<u>SANITATION RECEIPT TRANSFER 02-13-15 TO 02-19-2015. FEB 15</u>	02/20/2015	48,812.35	48,812.35	26-7000 SOLID WASTE SERVICE FEES	0	2/15	02/20/2015	
230	J & M SANITATION, INC.	02132015-021		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 02-13-15 TO 02-19-2015. FEB 15</u>	02/20/2015	-4,822.66	-4,822.66	01-4170 FRANCHISE FEES	0	2/15	02/20/2015	
Total 02132015-02192015:						43,989.69	43,989.69					
Total J & M SANITATION, INC.:						43,989.69	43,989.69					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	1903016		<u>ELECTRONIC BANK FEES, ADMIN. JAN 15</u>	01/31/2015	65.28	.00	01-6505 BANK FEES	0	1/15		
1328	JACK HENRY & ASSOCIATES, INC.	1903016		<u>ELECTRONIC BANK FEES, P&Z, JAN 15</u>	01/31/2015	1.60	.00	01-6505 BANK FEES	1003	1/15		
1328	JACK HENRY & ASSOCIATES, INC.	1903016		<u>ELECTRONIC BANK FEES, WATER, JAN 15</u>	01/31/2015	81.54	.00	20-6505 BANK FEES	0	1/15		
1328	JACK HENRY & ASSOCIATES, INC.	1903016		<u>ELECTRONIC BANK FEES, SEWER, JAN 15</u>	01/31/2015	134.55	.00	21-6505 BANK FEES	0	1/15		
1328	JACK HENRY & ASSOCIATES, INC.	1903016		<u>ELECTRONIC BANK FEES, PL, JAN 15</u>	01/31/2015	32.22	.00	25-6505 BANK FEES	0	1/15		
Total 1903016:						315.19	.00					
Total JACK HENRY & ASSOCIATES, INC.:						315.19	.00					
JAMES MICHEL												
1721	JAMES MICHEL	5056-21	2535	<u>EXPLORATORY DRILLING ON THE DEER HORN SEWER TRUNK PROJECT, G. LAW, JAN. '15</u>	02/20/2015	1,460.00	.00	21-6020 CAPITAL IMPROVEMENTS	0	1/15		
Total 5056-21:						1,460.00	.00					

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Total JAMES MICHEL:						1,460.00	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000004		<u>PROFESSIOAL SERVICES 01-01 -15 TO 01-31-15 KUNA-2015 PI PIPELINE PROJECT, G LAW, WATER, FEB 15</u>	02/19/2015	9,380.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total 0000004:						9,380.00	.00					
Total KELLER ASSOCIATES, INC.:						9,380.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A72362	2642	<u>10 EA. WOODEN STUDS, GATE KIT, CONCRETE, LOCK WASHER, SCREWS, RECIPROCATING BLADE, FOR BUILDING A FENCE ENCLOSURE FOR THE A/C SYSTEM, FEB.'15 - SENIOR CENTER</u>	02/24/2015	496.12	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/15		
Total A72362:						496.12	.00					
499	KUNA LUMBER	B74030	2631	<u>2 CANS OF MARKING PAINT, J.COULTER, BUILDING INSPECTION, FEB.'15</u>	02/19/2015	10.78	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1005	2/15		
Total B74030:						10.78	.00					
499	KUNA LUMBER	C2544	2641	<u>5 EA. WINDOWS, WOOD FOR FRAMING WINDOWS, CAULK, NAILS, ADHESIVE AND MASKING FILM, MASKING TAPE, PAINT, PAINT ROLLER FRAMES, MASONRY BIT, MASONRY PATCH, FOR MAINTENANCE OF HISTORY BUILDING, P.KAUFMAN, FEB.'15</u>	02/24/2015	1,156.55	.00	<u>01-6052 CONTRACT SERVICES</u>	1004	2/15		
Total C2544:						1,156.55	.00					

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				WOMENS TOILET, LABOR AND FREIGHT CHARGES FOR PARTS, B WITHROW, SEWER, FEB 15	02/10/2015	32.40	.00	21-6140 MAINT & REPAIR BUILDING	0	2/15		
Total 0000150115:						107.99	.00					
Total MERIDIAN PLUMBING CO., INC.:						107.99	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	00026645	2618	KNIFE VALVE TO REPLACE IN VAC TRUCK, C KNIGHT, SEWER, FEB 15	02/12/2015	295.62	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/15		
Total 00026645:						295.62	.00					
Total METROQUIP, INC.:						295.62	.00					
MISCELLANEOUS VENDORS												
285	MISCELLANEOUS VENDORS	01/2013		501(c)(3) ARTICLES OF INCORPORATION FOR KUNA HIGH DESERT COMMUNITY GARDENS AND SPACES PARTNERSHIP, JAN '13 - ADMIN	01/17/2013	-30.00	.00	01-4185 MISCELLANEOUS INCOME	0	2/15		
Total 01/2013:						-30.00	.00					
Total MISCELLANEOUS VENDORS:						-30.00	.00					
MUNICIPAL CODE CORPORATION												
1488	MUNICIPAL CODE CORPORATION	00232927		20 COPIES OF ORDINANCE SUPPLEMENT #41, AUG '13 - ADMIN	08/30/2013	-831.18	.00	01-6202 PROFESSIONAL SERVICES	0	2/15		
Total 00232927:						-831.18	.00					
Total MUNICIPAL CODE CORPORATION:						-831.18	.00					

PACIFIC EQUIPMENT LLC

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
93	PACIFIC EQUIPMENT LLC	7808	2392	<u>4 EA POTENTIAL RELAYS FOR THE LIFT STATIONS. 4 BALL CHECK VALVES AND THE O-RINGS FOR THE VALVES. RE-STOCKING. T.FLEMING, SEWER, NOV.'14</u>	02/09/2015	296.16	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	2/15		
Total 7808:						296.16	.00					
Total PACIFIC EQUIPMENT LLC:						296.16	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	649245		<u>ALARM MONITORING FOR CEDAR, SNOWHAWK, DANSKIN, SEGO PRAIRIE, BUTLER, EL CAJON, BEST BATH, 3/1/15-3/31/15, MAR.'15 - WATER</u>	03/01/2015	197.18	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	3/15		
1021	PEAK ALARM COMPANY, INC	649245		<u>ALARM MONITORING FOR CEDAR, SNOWHAWK, DANSKIN, SEGO PRAIRIE, BUTLER, EL CAJON, BEST BATH, 3/1/15-3/31/15, MAR.'15 - P.I</u>	03/01/2015	49.29	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	3/15		
Total 649245:						246.47	.00					
1021	PEAK ALARM COMPANY, INC	649304		<u>ALARM MONITOR FOR NWWTP, 3/1/15-5/31/15, FEB.'15 - SEWER</u>	03/01/2015	86.01	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/15		
Total 649304:						86.01	.00					
1021	PEAK ALARM COMPANY, INC	653301		<u>SERVICING ALARM/MOTION DETECTOR, DANSKIN WELL, FEB.'15 - WATER</u>	02/18/2015	130.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/15		
Total 653301:						130.00	.00					
Total PEAK ALARM COMPANY, INC:						462.48	.00					

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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
PRESSURE IRRIG. REIMBURSEMENTS 2011												
1543	PRESSURE IRRIG. REIMBURSEMENTS 2011	APPLEWD #1		<u>C.BARTON REIMB. JULY '11 - ACCT OVERPMT</u>	07/05/2011	-81.00	.00	99-1075 Utility Cash Clearing	0	2/15		
Total APPLEWD #1:						-81.00	.00					
1543	PRESSURE IRRIG. REIMBURSEMENTS 2011	CRIM.PT #5		<u>C.BARTON REIMB. JULY '11 - ACCT OVERPMT</u>	07/05/2011	-4,218.12	.00	99-1075 Utility Cash Clearing	0	2/15		
Total CRIM.PT #5:						-4,218.12	.00					
Total PRESSURE IRRIG. REIMBURSEMENTS 2011:						-4,299.12	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	36304	2620	<u>RENTED TRENCHER FOR GREENBELT EAST PROJECT, PI, J COX, FEB 15</u>	02/12/2015	110.00	.00	25-6020 CAPITAL IMPROVEMENTS	0	2/15		
Total 36304:						110.00	.00					
Total RENTAL CONNECTION:						110.00	.00					
RICOH USA, INC. (FINANCE)												
1448	RICOH USA, INC. (FINANCE)	94129034		<u>COPIER (MPC2050) LEASE, NWWTP, 3/1/15 - 3/31/15 - WATER</u>	02/04/2015	-39.88	.00	20-6212 RENT - EQUIPMENT	0	2/15		
1448	RICOH USA, INC. (FINANCE)	94129034		<u>COPIER (MPC2050) LEASE, NWWTP, 3/1/15 - 3/31/15 - SEWER</u>	02/04/2015	-48.28	.00	21-6212 RENT - EQUIPMENT	0	2/15		
1448	RICOH USA, INC. (FINANCE)	94129034		<u>COPIER (MPC2050) LEASE, NWWTP, 3/1/15 - 3/31/15 - P.I</u>	02/04/2015	-16.79	.00	25-6212 RENT - EQUIPMENT	0	2/15		
Total 94129034:						-104.95	.00					
1448	RICOH USA, INC. (FINANCE)	94129034-1		<u>LATE CHARGE FOR ORIGINAL INV.#94129034, WATER, FEB 15</u>	02/04/2015	1.90	1.90	20-6212 RENT - EQUIPMENT	0	2/15	02/23/2015	

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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
1448	RICOH USA, INC. (FINANCE)	94129034-1		<u>LATE CHARGE FOR ORIGINAL INV.#94129034, SEWER, FEB 15</u>	02/04/2015	2.30	2.30	21-6212 RENT-EQUIPMENT	0	2/15	02/23/2015	
1448	RICOH USA, INC. (FINANCE)	94129034-1		<u>LATE CHARGE FOR ORIGINAL INV.#94129034, PI, FEB 15</u>	02/04/2015	.80	.80	25-6212 RENT - EQUIPMENT	0	2/15	02/23/2015	
Total 94129034-1:						5.00	5.00					
Total RICOH USA, INC. (FINANCE):						-99.95	5.00					
SIMPLOT PARTNERS												
491	SIMPLOT PARTNERS	216016079	2621	<u>FERTILIZER, ROUND-UP, 2-4-D, TREE SPRAY, RODENT KILLER, B.WITHROW, P.I, FEB.'15</u>	02/18/2015	785.40	.00	25-6140 MAINT & REPAIR BUILDING	0	2/15		
491	SIMPLOT PARTNERS	216016079	2621	<u>FERTILIZER, ROUND-UP, 2-4-D, TREE SPRAY, RODENT KILLER, B.WITHROW, PARKS, FEB.'15</u>	02/18/2015	4,924.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/15		
491	SIMPLOT PARTNERS	216016079	2621	<u>FERTILIZER, ROUND-UP, 2-4-D, TREE SPRAY, RODENT KILLER, B.WITHROW, WATER, FEB.'15</u>	02/18/2015	720.72	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/15		
491	SIMPLOT PARTNERS	216016079	2621	<u>FERTILIZER, ROUND-UP, 2-4-D, TREE SPRAY, RODENT KILLER, B.WITHROW, FARM, FEB.'15</u>	02/18/2015	4,691.12	.00	21-6090 FARM EXPENDITURES	0	2/15		
Total 216016079:						11,121.24	.00					
Total SIMPLOT PARTNERS:						11,121.24	.00					
SOUTHWEST IDAHO OPERATORS SECTION												
1439	SOUTHWEST IDAHO OPERATORS SECTION	9/2011		<u>MEMBER DUES, 2011, SEPT '11 - R. DAVIS</u>	09/29/2011	-15.00	.00	21-6075 DUES & MEMBERSHIPS	0	2/15		
Total 9/2011:						-15.00	.00					
Total SOUTHWEST IDAHO OPERATORS SECTION:						-15.00	.00					

SPECIALTY CONSTRUCTION SUPPLY

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
780	SPECIALTY CONSTRUCTION SUPPLY	0140247-IN	2609	<u>STREET MARKER AND 8" BUTYL PAD FOR HYDRANT. HYDRANT MAINTENANCE. R.JONES. WATER. FEB.'15</u>	02/11/2015	240.75	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	2/15		
Total 0140247-IN:						240.75	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						240.75	.00					
STAR CONSTRUCTION, L.L.C.												
260	STAR CONSTRUCTION, L.L.C.	1950	2496	<u>MODIFICATIONS OF EXISTING BOOSTER PUMPS PER HDR SKETCH. T.SHAFFER/G.LAW. FEB.'15</u>	02/18/2015	9,864.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	2/15		
Total 1950:						9,864.00	.00					
Total STAR CONSTRUCTION, L.L.C.:						9,864.00	.00					
SUBURBAN PROPANE												
118	SUBURBAN PROPANE	31360		<u>PROPANE FOR HEATING @ ACHD SHOP. DELIVERY 1/26/15. JAN.'15</u>	01/26/2015	215.25	.00	<u>01-6290 UTILITIES</u>	0	1/15		
118	SUBURBAN PROPANE	31360		<u>PROPANE FOR HEATING @ ACHD SHOP. DELIVERY 1/26/15. JAN.'15 - WATER</u>	01/26/2015	215.25	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	1/15		
118	SUBURBAN PROPANE	31360		<u>PROPANE FOR HEATING @ ACHD SHOP. DELIVERY 1/26/15. JAN.'15 - P.I</u>	01/26/2015	47.83	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	1/15		
Total 31360:						478.33	.00					
Total SUBURBAN PROPANE:						478.33	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	740005-6	2617	<u>RENTAL OF LIFT TO REMOVE CHRISTMAS DECORATIONS AROUND TOWN. N.PURKEY. PARKS. FEB.'15</u>	02/12/2015	180.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/15		

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 740005-6:						180.00	.00					
Total TATES RENTS, INC.:						180.00	.00					
TIM GORDON												
997	TIM GORDON	03012015		<u>CITY HALL RENT, MAR 2015, ADMIN</u>	02/23/2015	1,285.06	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	0	2/15		
997	TIM GORDON	03012015		<u>CITY HALL RENT, MAR 2015, P&Z</u>	02/23/2015	428.51	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	1003	2/15		
997	TIM GORDON	03012015		<u>CITY HALL RENT, MAR 2015, WATER</u>	02/23/2015	1,051.79	.00	<u>20-6211 RENT-BUILDINGS & LAND</u>	0	2/15		
997	TIM GORDON	03012015		<u>CITY HALL RENT, MAR 2015, SEWER</u>	02/23/2015	1,372.60	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	2/15		
997	TIM GORDON	03012015		<u>CITY HALL RENT, MAR 2015, PI</u>	02/23/2015	445.01	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	2/15		
Total 03012015:						4,582.97	.00					
Total TIM GORDON:						4,582.97	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:03930907	2644	<u>WATER COOLER RENTAL @ MAINTENANCE SHOP, FEB.'15 - WATER</u>	02/24/2015	4.50	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/15		
992	TREASURE VALLEY COFFEE	2160:03930907	2644	<u>WATER COOLER RENTAL @ MAINTENANCE SHOP, FEB.'15 - SEWER</u>	02/24/2015	1.00	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/15		
992	TREASURE VALLEY COFFEE	2160:03930907	2644	<u>WATER COOLER RENTAL @ MAINTENANCE SHOP, FEB.'15 - P.I</u>	02/24/2015	4.50	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/15		
Total 2160:03930907:						10.00	.00					
992	TREASURE VALLEY COFFEE	2160:03964007	2643	<u>1 BOX COFFEE, 2 CONTAINERS OF CREAMER, CITY HALL, FEB.'15</u>	02/24/2015	58.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/15		

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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
				SEWER	02/11/2015	539.88	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 0367443:						539.88	.00					
316	UNITED OIL	0367444		58.1 GAL PREMIUM DLS DIESEL, \$2.20/GAL, DANSKIN LIFT STATION, FEB.'15 - SEWER	02/11/2015	128.34	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 0367444:						128.34	.00					
316	UNITED OIL	0367445		62.6 GAL PREMIUM DLS DIESEL, \$2.20/GAL, COLUMBIA/TEN MILE, FEB.'15 - WATER	02/11/2015	138.28	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 0367445:						138.28	.00					
Total UNITED OIL:						2,451.54	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	561332	2598	CHLORINE COLORMETER KIT, USED FOR SAMPLES, D.CROSSLEY, WATER - FEB.'15	02/05/2015	447.87	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 561332:						447.87	.00					
Total USA BLUE BOOK:						447.87	.00					
UTILITY TRAILER SALES OF IDAHO, INC. DBA												
1641	UTILITY TRAILER SALES OF IDAHO, INC. DBA	AI66908	2627	10 EA. FLAGS FOR X-WALKS, B.WITHROW, PARKS, FEB.'15	02/18/2015	53.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/15		
Total AI66908:						53.50	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total UTILITY TRAILER SALES OF IDAHO, INC. DBA:						53.50	.00					
WATER DEPOSIT REFUNDS #5												
1536	WATER DEPOSIT REFUNDS #5	274285.02		<u>PIONEER TITLE, #274285.02 - ACCT OVERPMT</u>	05/20/2011	-151.56	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 274285.02:						-151.56	.00					
Total WATER DEPOSIT REFUNDS #5:						-151.56	.00					
WATER DEPOSIT REFUNDS #7												
1685	WATER DEPOSIT REFUNDS #7	121560.01		<u>USDA RURAL DVLPMT, #121560.01 - ACCT OVERPMT</u>	04/11/2014	-6.30	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 121560.01:						-6.30	.00					
Total WATER DEPOSIT REFUNDS #7:						-6.30	.00					
WATER DEPOSIT REFUNDS #8												
1722	WATER DEPOSIT REFUNDS #8	160320.00		<u>MARGARET MENGES, 160320.00, WATER DEPOSIT REFUND</u>	01/27/2015	-100.00	.00	20-2200 WATER DEPOSITS HELD	0	2/15		
Total 160320.00:						-100.00	.00					
1722	WATER DEPOSIT REFUNDS #8	160620.02-A		<u>WILLIAM J BARTON, 160620.02, 371 W FARMALL WAY, OVERPAYMENT</u>	02/12/2015	75.50	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 160620.02-A:						75.50	.00					
1722	WATER DEPOSIT REFUNDS #8	165050.02-A		<u>HARRY ALEXANDER, 165050.02, OVERPAYMENT</u>	02/12/2015	75.00	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 165050.02-A:						75.00	.00					
1722	WATER DEPOSIT REFUNDS #8	173615.01		<u>CBH HOMES, 173615.01, 1977 W SAHARA DR, OVERPAYMENT</u>	02/19/2015	30.10	.00	99-1075 Utility Cash Clearing	0	2/15		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 173615.01:						30.10	.00					
1722	WATER DEPOSIT REFUNDS #8	264180.01		<u>CBH HOMES, 264180.01, 1716 N BLUSH AVE. OVERPAYMENT</u>	02/17/2015	31.79	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 264180.01:						31.79	.00					
1722	WATER DEPOSIT REFUNDS #8	300950.01-A		<u>HUBBLE HOMES, 300950.01, 991 E WHITBECK DR, OVERPAYMENT</u>	02/12/2015	55.50	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 300950.01-A:						55.50	.00					
Total WATER DEPOSIT REFUNDS #8:						167.89	.00					
ZAMZOWS												
66	ZAMZOWS	903313		<u>SOIL, SCHOOL ST PROJ., JULY '12 - P.I.</u>	07/23/2012	-6.65	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	2/15		
66	ZAMZOWS	903313		<u>SOIL, SCHOOL ST PROJ., JULY '12 - WATER</u>	07/23/2012	-6.65	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
66	ZAMZOWS	903313		<u>SOIL, SCHOOL ST PROJ., JULY '12 - SEWER</u>	07/23/2012	-6.65	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 903313:						-19.95	.00					
Total ZAMZOWS:						-19.95	.00					
Grand Totals:						156,867.66	43,994.69					

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

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 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: Reimbursement Agreements Pressure Irrigation Trunk
Falcon Ridge Charter School
Oversized Facilities

DATE: February 13, 2015

REQUEST: Approve Reimbursement Agreement by Resolution

Attached hereto is a proposed reimbursement agreement (w/ exhibits) related to over-sizing of pressure irrigation facilities by Falcon Ridge Charter School. The reimbursement methodology relies on policies adopted by Council in January 21, 2014 (Resolution R10-2014). Total reimbursement is \$7,381.53 payable over ten years.

Also attached is a resolution which, if approved, authorizes the Mayor and Clerk to sign the agreement. The City Engineer recommends approval of the resolution.

Attachments

RESOLUTION NO. R10-2015

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$7,381.53 WITH FALCON RIDGE PUBLIC CHARTER SCHOOL.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Falcon Ridge - PI" regarding cost recovery for construction of pressure irrigation facilities related to construction of Falcon Ridge Charter School and in the amount of seven thousand three hundred and eighty-one dollars and fifty-three cents (\$7,381.53); by and between said city and FALCON RIDGE PUBLIC CHARTER SCHOOL, which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 3rd day of March, 2015.

APPROVED BY THE MAYOR of Kuna this 3rd day of March, 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, Interim City Clerk

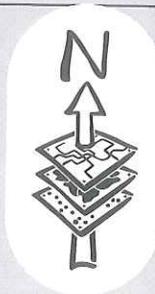
EXHIBIT A

W Kuna Rd

W Avalon St

S Ten Mile Rd

884' - 10" PI PIPE



LEGEND

-  10" PRESSURE IRRIGATION LINE
-  FALCON RIDGE CHARTER SCHOOL



EXHIBIT B

RESOLUTION NO. _____

CITY OF KUNA PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY

PURPOSE

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

City Pressure Irrigation Pipelines are classified as follows:

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

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

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

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

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

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

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

DEFINITIONS

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

most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

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

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

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

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

facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

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

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

AMOUNT OF REIMBURSEMENT

1. Off-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. On-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. Interest Adjustment: The Sponsoring Developer's Eligible Reimbursement amount, as determined by items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING PRESSURE IRRIGATION FACILITIES

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

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

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

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

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

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

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

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"

FALCON RIDGE PRESSURE IRRIGATION TRUNK COST RECOVERY SUMMARY

Pressure Irrigation Trunk - Onsite Oversized		
Total Recoverable Project Cost	\$	6,050.44
Interest (4%)	\$	<u>1,331.10</u>
TOTAL COST	\$	7,381.53

EXHIBIT "C"
FALCON RIDGE PRESSURE IRRIGATION - ONSITE OVERSIZED

ITEM	DESCRIPTION	QTY	UNIT PRICE	% RECOVERY	TOTAL
1	10" PVC Pressure Irrigation Pipe Constructed	884	38.05	100.00	33,640.00
2	(Less) Reasonable Duty ^b	(666)	38.05	100.00	(25,344.16)
3	(Less) Cost of Pipe Size Needed-6" ^a	(218)	10.30	100.00	(2,245.40)
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
			TOTAL		\$ 6,050.44

Note By Council Policy, On-site cost recovery is limited to increase in cost of line provided compared to cost of line needed.

By Council Policy, Offsite cost recovery is limited to portion of capacity available to others.

By Council Policy, Offsite design cost is limited to 7% of constructed cost.

By Council Policy, reasonable duty is computed as 20 feet of oversized sewer main per project acre.

^a Project cost for line needed (6") is provided by Idaho Sand and Gravel, general contractor for Arbor Ridge No. 2. Falcon Ridge does not have a comparable constructed price for 6" line.

^b Total acreage is 7.043 for Falcon Ridge Project.

REIMBURSEMENT AGREEMENT
Falcon Ridge - PI

THIS AGREEMENT made this 21st day of January, 2015, by and between the CITY OF KUNA, a municipal corporation hereinafter called CITY, and FALCON RIDGE PUBLIC CHARTER SCHOOL, hereinafter called DEVELOPER:

WITNESSETH:

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

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R10-2014 outlining the Pressure Irrigation Facilities Reimbursement Policy for pressure irrigation facilities construction conforming to the Kuna Pressure Irrigation System Master Plan; and

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

WHEREAS, DEVELOPER did construct a pressure irrigation system to the property known as, Falcon Ridge Charter School Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the pressure irrigation system; and

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

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

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

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

B. Construction of Pressure Irrigation System.

(1) DEVELOPER did install, construct and erect the pressure irrigation system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the pressure irrigation system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a pressure irrigation system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to seven thousand three hundred eighty-one dollars and fifty-three cents (\$7,381.53). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressure Irrigation Facilities Reimbursement Policy attached hereto as Exhibit "B".

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

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

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

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

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

paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

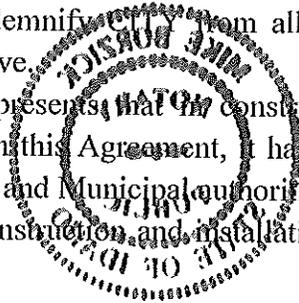
J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the pressure irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.



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

M. Payments under terms of this agreement are to be made to Falcon Ridge Public Charter School and addressed to c/o Alice Heida (Business Manager), P.O. Box 326, Kuna, Idaho, 83634.

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

CITY OF KUNA

ATTEST:

MAYOR

CITY CLERK

REQUEST FOR PROPOSAL (RFP)
Operations for Retail Kiosk

The city of Kuna is soliciting proposals from individuals and/or businesses qualified to operate and manage a retail kiosk located in the recently vacated Kuna Historical Museum building situated next to the skateboard park in Kuna, Idaho (see location map, attached hereto). This RFP is designed for those interested in leasing the city-owned building in Kuna, Idaho according to the certain terms and conditions as agreed to between the operator and the City.

Article I. RFP TERMS AND CONDITIONS

Section 1.01 This RFP does not commit the city of Kuna (City) to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the City, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the City and if required by law may be subject to public disclosure by the City or any authorized agent of the City. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.

Section 1.02 It shall be the proposer's responsibility to review and verify the completeness of its proposal. The City may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The City may request to inspect properties or contact clients referenced in the proposer's proposal. The City also reserves the right to conduct investigations with respect to the qualifications of a proposer.

Section 1.03 Verbal communication made by any City employee or agent of the City with respect to this RFP is not binding and shall not in any way be considered as a commitment by the City. Only written responses to questions submitted in writing to the City or written addenda to this RFP issued by the City will be considered binding on the City.

Section 1.04 The City reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:

- (a) To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- (d) To reject the proposal of a proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or another government entity, is financially or technically incapable or is otherwise not a responsible proposer;

- (e) To reject as informal or non-responsive any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- (g) To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- (h) To request that some or all of the proposers modify proposals based upon the evaluation of the City.

Section 1.05 The City may enter into negotiations for a contract, on terms and conditions satisfactory to the City with one or more selected proposer(s). However, the City reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The City reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the City shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the City, in its sole discretion, determines that doing so and permitting such is in the City's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the City reserves the right to discontinue negotiations. Additional firms may be asked to enter into negotiations, and/or the City may solicit new proposals.

Article II. BACKGROUND

The city of Kuna recently moved the Kuna Historical Museum to another city owned building. The now vacant former Museum site has been renovated. It is located next to Indian Creek, the Kuna disc golf course and the skateboard park. With the recent improvements to the Kuna Greenbelt and city park, pedestrian traffic, park users and people floating Indian Creek is increasing.

Article III. PROJECT DESCRIPTION

The concession building is intended for sports related merchandise, such as Frisbee golf, bike, and water sports (floating tubes, rafts). Food and drinks may also be considered, although the building does not have a cooking hood. Cooking may be done on an outside BBQ. The operator will be required to comply with any requirements from Central District Health, if food service is intended. The building is approximately 480 square feet. The City anticipates that the kiosk will be an attraction and gathering space for the public. All utility services are present. The operator will be required to complete interior finishes, and equipment, where necessary.

Article IV. CONCESSION OPERATIONS

The City’s vision is for a Kiosk operation to be a key component to the overall character of the park. The selected operator will be required to satisfy the following conditions as a part of the concession operations:

Section 4.01 Personnel

The operator is a separate business entity and not part of this RFP or the operation contract is intended to create an employer/employee relationship with the operator. The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the kiosk. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers’ compensation.

Section 4.02 Operating Hours

Hours of operation may vary, based upon seasons and weather. Minimum hours may include (2) hour week nights and weekends from 10:00am to dusk, or until the conclusion of the scheduled activity, whichever occurs first.

Article V. QUALIFICATIONS

To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. Applicants must provide evidence of the following:

Experience in successfully operating and managing a similar type of business.

Fiscal solvency and capacity to complete necessary tenant improvements.

Demonstrated track record of being an equal opportunity employer.

Additional copies of this RFP, as well as copies of documents referenced in this RFP, may be obtained by emailing Also, copies may be obtained in person at the Kuna.

An informational meeting with a walk through of the area will be held on March 10, 2015 at 9:00 am at the Kuna City Hall. Applicants are strongly encouraged to attend this meeting and are urged to obtain and review a copy of this RFP in advance of attending this meeting.

Article VI. PROPOSAL INSTRUCTIONS

Submission Date and Requirements

One original and five unbound copies of completed proposals must be submitted to:

City of Kuna

Post Office Box 13

Kuna, Idaho 83634

Attention: SKATE PARK KIOSK OPERATIONS

The following conditions apply to this submission:

Proposals must be submitted by 4:00 PM, on March 27, 2015.

Proposals must be signed, in ink, by an individual duly authorized to bind the operator and must be sealed and labeled on the cover with the RFP title and Operator’s name.

Proposals typed single-spaced or in a font size smaller than 12 will not be accepted. Proposals or proposal components will not be accepted via facsimile (fax) transmission. Proposals transmitted via email will be accepted. Proposals shall remain binding for 120 days from the date of proposal submission. The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

REQUIRED ELEMENTS OF PROPOSALS

Respondents may submit any information they deem necessary and appropriate for the City to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

1. Description of the proposer's business structure, key staff and their qualifications.
2. Description of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated, type of retail sales, etc.
3. A proposed annual budget for the operation of the concession stand for the first three (3) years, including monthly rent for use of City concession facility and/or profit sharing with City. Include a brief narrative that generally describes the anticipated expenses, revenues, and net income for each year.
4. A list of merchandise that may be available for rent and sale sample menu, including proposed prices, if food is to be sold.

Article VII. REVIEW OF PROPOSAL RESPONSES Review Process

All proposals received by the deadline will be evaluated by a committee established by the City. Upon the review and discussion of the quality and responsiveness of the proposals received, the committee will make recommendations to the City Council for approval.

Notification of Awards

The review committee's process and approval before the City Council will occur during the month of April, 2015.

Interviews of the final candidates may be scheduled for final notification of the outcome of the review process is expected to occur prior to the end of April 2015.

The successful proposer will be required to execute a concession agreement with the City, which is subject to formal approval by the Kuna City Council. The City anticipates that the selected proposer will complete all tenant improvements of the concession facility and open for business by the end of May, 2015.

The successful proposer will be required to carry business liability insurance in an amount not less than \$1,000,000.00 as detailed in the Insurance and Indemnification requirements attached hereto.

ATTACHMENTS

Location Map for Concession
Insurance requirements

INSURANCE AND INDEMNIFICATION

Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following.

Insurance Coverage Required-

The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.

(b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of Idaho and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

General Requirements - All of Contractor's insurance:

(a) Shall be issued by an insurance company which is an admitted carrier in the State of Idaho and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by City;

(b) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements;

(c) Shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

(d) Shall be "occurrence" rather than "claims made" insurance;

(e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel;

(g) Shall be written by good and solvent insurer(s) admitted to do business in the State of Idaho and approved in writing by City; and

(h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S.

mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of this Agreement by City.

Evidence of Coverage

Contractor shall furnish City with certificates of insurance demonstrating the coverage required prior to any commencement of work to be completed.

Certificates shall be faxed and then mailed to:

City Clerk

Post Office Box 13

Kuna, Idaho 83634

City of Kuna,

Workers' Compensation Insurance

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to City in writing prior to work commencement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

Indemnification

Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.



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 Easements
Water's Edge Farm, LLC
Deerhorn Sewer Project

DATE: February 23, 2015

REQUEST: Approve Resolution Accepting Water Line Easement

Attached hereto are three proposed sewer easements located in the future Water's Edge project and needed for the Deerhorn Sewer Main project. They consist of a temporary easement for construction, a temporary easement road access and a sun-setting easement for utility purposes. Also attached is a resolution, which if approved by Council, would accept the easements and direct their recording.

Please note there are conditions for the City's use of the utility easement which the Council should review. The City Engineer recommends approval of the attached resolution which acts to accept the easements with the included conditions.

Attachments

RESOLUTION NO. R11-2015

RESOLUTION APPROVING ACCEPTANCE OF THREE EASEMENTS ON WATER'S EDGE FARM, LLC PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER MAIN FOR THE DEERHORN PROJECT.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, to accept those certain Sewer Easements titled:

1. Utility Easement,
2. Temporary Access Road Easement, and
3. Temporary Construction Easement,

Dated February 23, 2015, provided by Water's Edge Farm, LLC, and directing that said Easements are recorded in the records of Ada County, State of Idaho, which easements are for the purpose of constructing a sewer main on the Grantee's property, and which Easements are attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of March, 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of March, 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, Interim City Clerk

UTILITY EASEMENT

THIS INDENTURE, Made this 23rd day of FEBRUARY, 2015, between **WATERS EDGE FARM, LLC** pka **DBTV WATERS EDGE FARM, LLC**, party of the first part; and **CITY OF KUNA**, a municipal corporation, situated in the County of Ada, State of Idaho, party of the second part; WITNESSETH:

That the party of the first part, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant forever unto the party of the second part, its successors and assigns, for the purpose of constructing, operating, and maintaining sewer mains and pressure irrigation mains, with the necessary appurtenances thereto, full and free right to enter upon the real property of the party of the first part, said real property being described as follows:

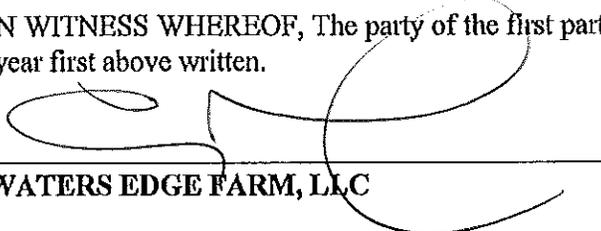
See Exhibits A and B

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF KUNA, or their assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the adjacent premises for agricultural purposes and will, at its sole cost and expense and with due diligence, maintain the premises in a clean and orderly condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.
4. This Utility Easement shall be vacated upon the recordation of a final plat over the subject premises providing public right-of-way to, over and in place of the premises of this easement.

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

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.



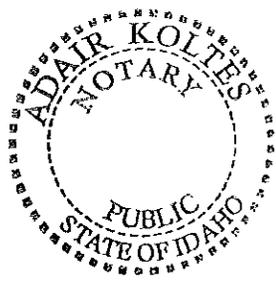
WATERS EDGE FARM, LLC

Print Name/Title COREY BARTON, MANAGER
Corey D. Barton, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of February, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton
_____ known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

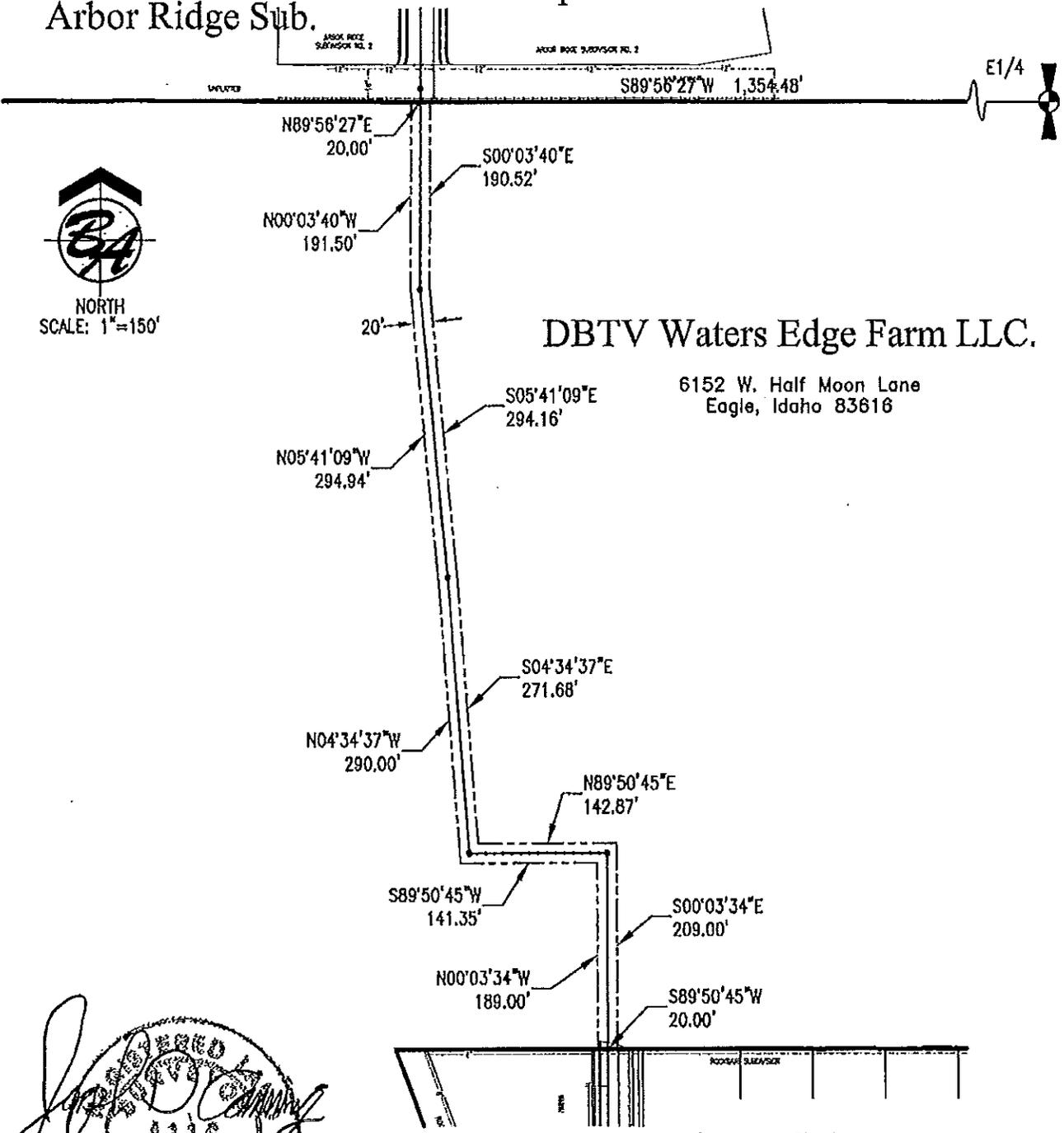


Adair Koltes

Notary Public
Residing at Nampa, ID
My Commission Expires 6-05-16

Deerhorn Sanitary Sewer Main Easement Map

Arbor Ridge Sub.



DBTV Waters Edge Farm LLC.

6152 W. Half Moon Lane
Eagle, Idaho 83616

Rockgate Sub.

Book 88 of Plats, at Pages 10621 - 10623

Exhibit "A"

A Parcel of Land Situate in the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

Date: January 16, 2015
By: D.A.Crawford



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



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

**Deerhorn Sanitary Sewer Main Easement
Through DBTV Waters Edge Farm LLC. Lands
Exhibit "B"**

16 January 2015

A portion of the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of the southeast quarter of said Section 14; thence S89°56'27"W, 1,354.48 feet along the north boundary of the southeast quarter of said Section 14 to the **Point of Beginning**:

Thence S00°03'40"E, 190.52 feet;

Thence S05°41'09"E, 294.16 feet;

Thence S04°34'37"E, 271.68 feet;

Thence N89°50'45"E, 142.87 feet;

Thence S00°03'34"E, 209.00 feet to the northerly boundary of Rockgate Subdivision as shown in Book 88 of Plats at Pages 10621 through 10623, records of Ada County, Idaho;

Thence S89°50'45"W, 20.00 feet along the northerly boundary of said Rockgate Subdivision;

Thence N00°03'34"W, 189.00 feet;

Thence S89°50'45"W, 141.35 feet;

Thence N04°34'37"W, 290.00 feet;

Thence N05°41'09"W, 294.94 feet;

Thence N00°03'40"W, 191.50 feet to the northerly boundary of the southeast quarter of said Section 14;

Thence N89°56'27"E, 20.00 feet along the northerly boundary of the southeast quarter of said Section 14 to the **Point of Beginning**.



THIS TEMPORARY ACCESS ROAD EASEMENT granted this 23rd day of February, 2015, by and between **WATERS EDGE FARM, LLC** pka **DBTV WATERS EDGE FARM, LLC** (the "Grantor"), whose mailing address is 6152 West Half Moon Lane, Eagle, Idaho 83616 and the **CITY OF KUNA**, an Idaho municipal corporation (the "Grantee"), whose mailing address is 763 West Avalon, Kuna, Idaho 83634:

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns, a Temporary Construction Easement, more particularly described in Exhibit "A" and Exhibit "B" (the "Temporary Easement Premises"), attached hereto and incorporated herein by reference.

The Temporary Easement Premises shall be used by the Grantee for the purpose of an access road to maintain public utility improvements. This Temporary Access Road Easement shall expire upon construction of a public road within public right-of-way capable of providing similar or better access to the public utility improvements.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this temporary easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Temporary Construction Easement to be executed in its name as of the day and year first herein written.

GRANTOR:



WATERS EDGE FARM, LLC

Print Name/Title COREY BARTON MANAGER
Corey D. Barton, Manager

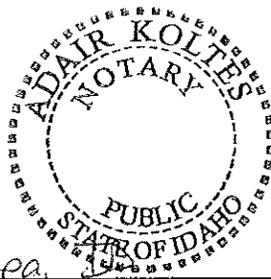
STATE OF IDAHO)

) ss.

County of Ada)

On this 23rd day of February, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Coney Barton known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

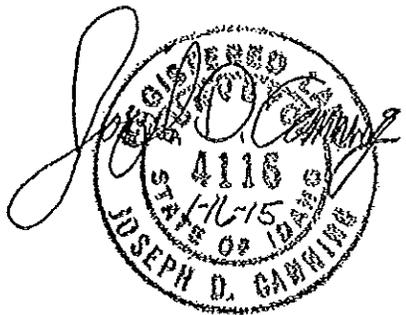
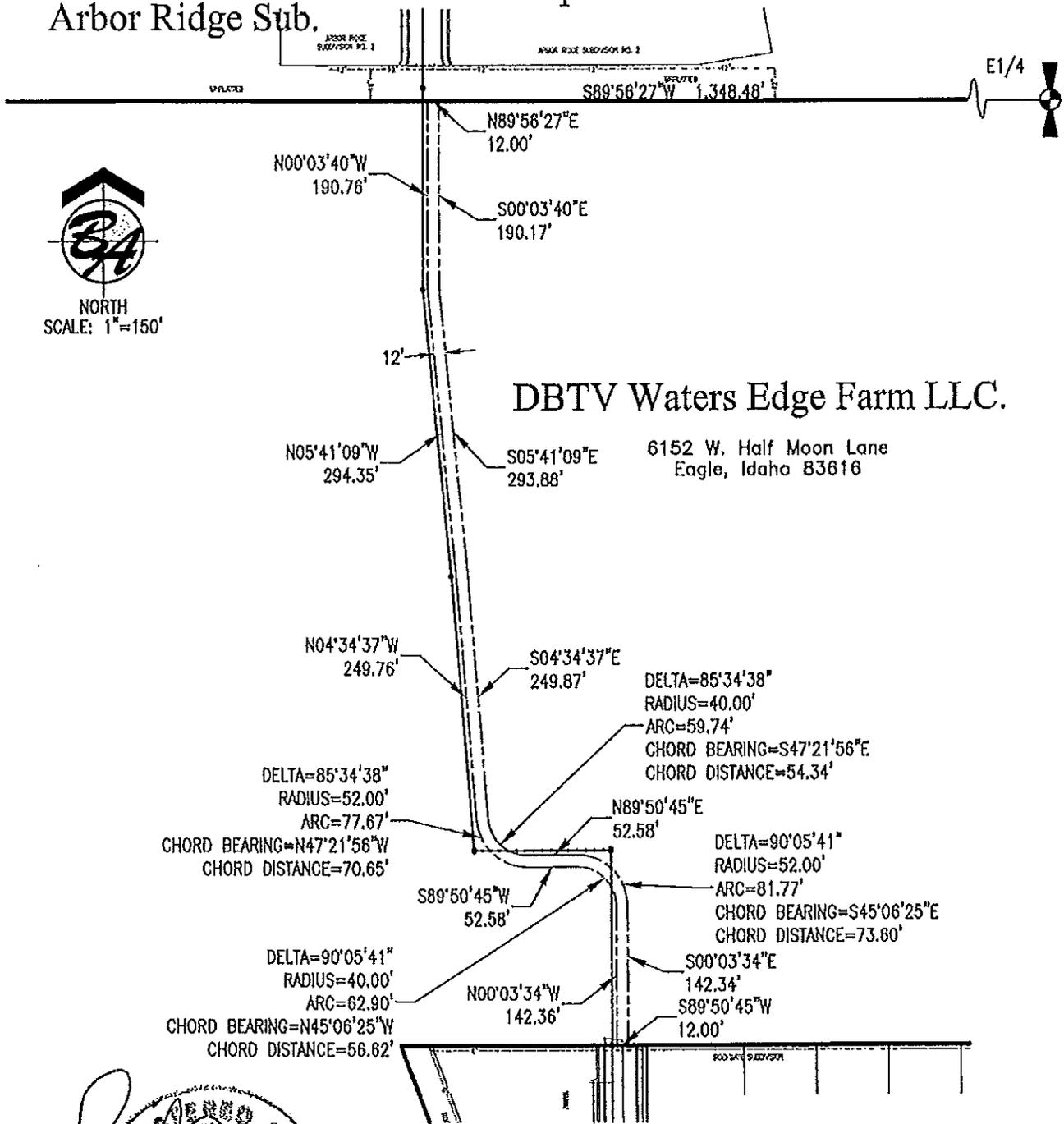


Adair K
Notary Public

Residing at Nampa, ID My Commission Expires 6-05-16

Deerhorn Temporary Access Road Easement Map

Arbor Ridge Sub.



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

Rockgate Sub.
Book 88 of Plats, at Pages 10621 - 10623

Exhibit "A"

A Parcel of Land Situate in the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

Date: January 16, 2015
By: D.A. Crawford



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

**Deerhorn Temporary Access Road Easement
Through DBTV Waters Edge Farm LLC. Lands
Exhibit "B"**

16 January 2015

A portion of the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of the southeast quarter of said Section 14; thence S89°56'27"W, 1,348.48 feet along the north boundary of the southeast quarter of said Section 14 to the **Point of Beginning**:

Thence S00°03'40"E, 190.17 feet;

Thence S05°41'09"E, 293.88 feet;

Thence S04°34'37"E, 249.87 feet;

Thence 59.74 feet along a tangent curve deflecting to the left having a radius of 40.00 feet, a central angle of 85°34'38", a chord bearing of S47°21'56"E, and a long chord distance of 54.34 feet;

Thence N89°50'45"E, 52.58 feet;

Thence 81.77 feet along a tangent curve deflecting to the right having a radius of 52.00 feet, a central angle of 90°05'41", a chord bearing of S45°06'25"E, and a long chord distance of 73.60 feet;

Thence S00°03'34"E, 142.34 feet to the northerly boundary of Rockgate Subdivision as shown in Book 88 of Plats at Pages 10621 through 10623, records of Ada County, Idaho;

Thence S89°50'45"W, 12.00 feet along the northerly boundary of said Rockgate Subdivision;

Thence N00°03'34"W, 142.36 feet;

Thence 62.90 feet along a tangent curve deflecting to the left having a radius of 40.00 feet, a central angle of 90°05'41", a chord bearing of N45°06'25"W, and a long chord distance of 56.62 feet;

Thence S89°50'45"W, 52.58 feet;

Thence 77.67 feet along a tangent curve deflecting to the right having a radius of 52.00 feet, a central angle of 85°34'38", a chord bearing of N47°21'56"W, and a long chord distance of 70.65 feet;

Thence N04°34'37"W, 249.76 feet;

Thence N05°41'09"W, 294.35 feet;

Thence N00°03'40"W, 190.76 feet to the northerly boundary of the southeast quarter of said Section 14;

Thence N89°56'27"E, 12.00 feet along the northerly boundary of the southeast quarter of said Section 14 to the **Point of Beginning**.



THIS TEMPORARY CONSTRUCTION EASEMENT granted this 23rd day of February, 2015, by and between **WATERS EDGE FARM, LLC** pka **DBTV WATERS EDGE FARM, LLC** (the "Grantor"), whose mailing address is 6152 West Half Moon Lane, Eagle, Idaho 83616 and the **CITY OF KUNA** (the "Grantee"), an Idaho municipal corporation (the "Grantee"), whose mailing address is 763 West Avalon, Kuna, Idaho 83634:

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns, a Temporary Construction Easement, more particularly described in Exhibit "A" and Exhibit "B" (the "Temporary Easement Premises"), attached hereto and incorporated herein by reference.

The Temporary Easement Premises shall be used by the Grantee for the purpose of construction of public utility improvements. This Temporary Construction Easement shall expire one year from the date of execution or upon completion of the public utility construction, whichever occurs first.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this temporary easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Temporary Construction Easement to be executed in its name as of the day and year first herein written.

GRANTOR:



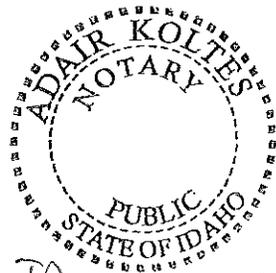
WATERS EDGE FARM, LLC

Print Name/Title COREY BARTON, MANAGER
Corey D. Barton, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of February, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



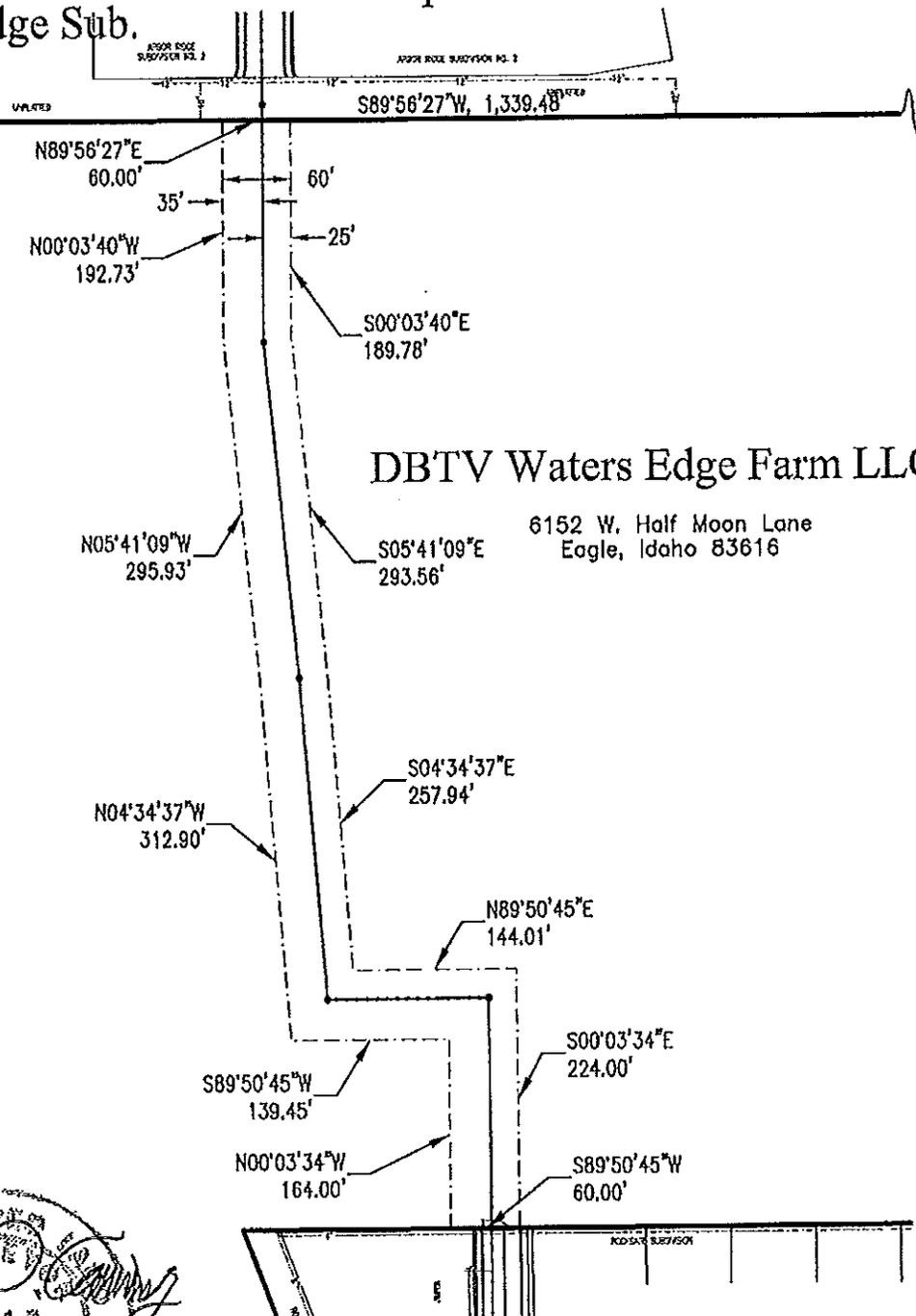
Adair Koltjes
Notary Public

Residing at Nampa, ID My Commission Expires 6-05-16

Deerhorn Sanitary Sewer Temporary Construction Easement Map

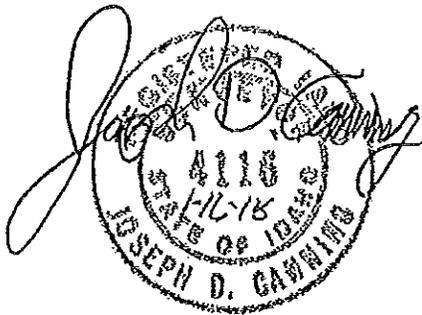
Arbor Ridge Sub.

E1/4



DBTV Waters Edge Farm LLC.

6152 W. Half Moon Lane
Eagle, Idaho 83616



Rockgate Sub.

Book 88 of Plats, at Pages 10621 - 10623

Exhibit "A"

A Parcel of Land Situate in the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.



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

Date: January 16, 2015
By: D.A. Crawford



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

**Deerhorn Sanitary Sewer Main Temporary Construction Easement
Through DBTV Waters Edge Farm LLC. Lands
Exhibit "B"**

16 January 2015

A portion of the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of the southeast quarter of said Section 14; thence S89°56'27"W, 1,339.48 feet along the north boundary of the southeast quarter of said Section 14 to the Point of Beginning:

Thence S00°03'40"E, 189.78 feet;

Thence S05°41'09"E, 293.56 feet;

Thence S04°34'37"E, 257.94 feet;

Thence N89°50'45"E, 144.01 feet;

Thence S00°03'34"E, 224.00 feet to the northerly boundary of Rockgate Subdivision as shown in Book 88 of Plats at Pages 10621 through 10623, records of Ada County, Idaho;

Thence S89°50'45"W, 60.00 feet along the northerly boundary of said Rockgate Subdivision;

Thence N00°03'34"W, 164.00 feet;

Thence S89°50'45"W, 139.45 feet;

Thence N04°34'37"W, 312.90 feet;

Thence N05°41'09"W, 295.93 feet;

Thence N00°03'40"W, 192.73 feet to the northerly boundary of the southeast quarter of said Section 14;

Thence N89°56'27"E, 60.00 feet along the northerly boundary of the southeast quarter of said Section 14 to the Point of Beginning.



CITY OF KUNA PARK INVENTORY

Recommended additions' to
existing Parks

ARBOR RIDGE PARK

- ▶ Current assets:
- ▶ Open space for soccer (Soccer fields)
- ▶ Playground equipment
- ▶ Benches around playground equipment

- ▶ Proposed Improvements:
- ▶ Bike Rack \$310.00
- ▶ Two covered areas \$2,000.00

- ▶ **Total:**
\$2,310.00

BERNIE FISHER PARK

▶ Current Assets:

- ▶ Swings
- ▶ Playground equipment
- ▶ Band stand/Gazeebo
- ▶ Picnic benches/tables
- ▶ Restrooms

▶ Proposed Improvements:

- ▶ New Backboard \$800.00

▶ Total: \$800.00

BUTLER PARK

- ▶ Current assets:

- ▶ Swings
- ▶ Playground equipment
- ▶ Benches for sitting
- ▶ Open space

- ▶ Proposed improvements:

- ▶ Covered Picnic area \$1,000.00

- ▶ Total: **\$1,000.00**

CHAPAROSA PARK

- ▶ Current Assets:
- ▶ Open green space

- ▶ Proposed Improvement:
- ▶ Two Tetherball Courts \$400.00
- ▶ Covered Picnic area \$1,000.00
- ▶ Bike Rack \$310.00

- ▶ **Total: \$1,710.00**

FARM ESTATES PARK

▶ Current Assets:

- ▶ Full length Basketball Court
- ▶ Parking
- ▶ Green Open Space

▶ Proposed Improvements:

- ▶ Line Basketball Court \$500.00
- ▶ Add Trees for Shade \$1,500.00
- ▶ Bike Rack \$310.00
- ▶ Covered Picnin area \$1,000.00
- ▶ Line Parking lot \$500.00

▶ Total: \$3,810.00

GREENBELT PARK

▶ Current Assets:

- ▶ Green Open Spaces
- ▶ Frisbee Golf
- ▶ Bathrooms
- ▶ Walking Path
- ▶ Picnic tables
- ▶ Sitting Benches
- ▶ Skate park

▶ Proposed Improvements:

- ▶ Eight Sitting Benches along Pathway \$1,700.00

▶ **Total: \$1,700.00**

NICHOLSON PARK

▶ Current Assets:

- ▶ Green Open Space
- ▶ Covered Picnic area
- ▶ Fishing

▶ Proposed Improvements:

- ▶ Two Covered Area for Fishing \$2,000.00
- ▶ Bike Rack \$310.00

▶ Total: \$2,310.00

SADIE CREEK PARK

- ▶ Current Assets:
- ▶ Open Green Space
- ▶ Swimming
- ▶ Covered Area for Picnics

- ▶ Proposed Improvements:
- ▶ Adding Trees to South and West Banks \$1,500.00
- ▶ Volleyball court \$1,500.00

- ▶ Total: \$3,000.00

WINCHESTER PARK

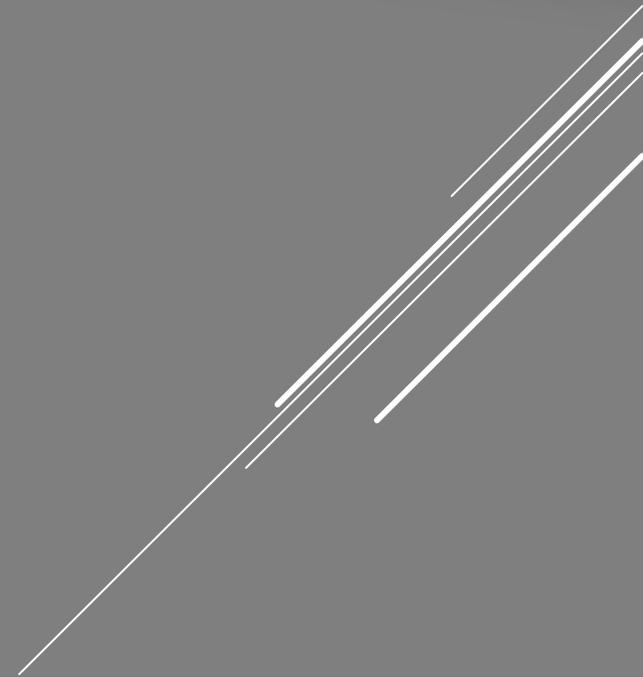
▶ Current Assets:

- ▶ Green, Open Space
- ▶ Playground Equipment
- ▶ Swings
- ▶ Rose Garden
- ▶ Picnic Tables

▶ Proposed Improvements:

- ▶ Bike Rack \$310.00
- ▶ Two Covered Picnic Area \$2,000.00
- ▶ Tetherball Court \$200.00

▶ **Total:\$2,510.00**



TOTALS

- ▶ Total amount from High 5 Grant Monies \$20,000.00
- ▶ Total amount from Improvements \$19,150.00

**CITY OF KUNA, IDAHO
ORDINANCE NO. 2015-06**

AN ORDINANCE AMENDING TITLE 7, CHAPTER 3, SECTION 10 REGARDING THE POSSESSION OF FIREARMS IN THE SKATE PARK WHERE THE LANGUAGE IS REMOVED FROM THE SIGNAGE REQUIRED TO BE POSTED AT THE SKATE PARK; MAKING SEVERAL FORMATTING CHANGES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the mission of the City of Kuna, Idaho to enhance the community’s quality of life and health by providing parks and recreational opportunities in the City’s parks and City’s public property that protects the health, safety, and welfare of the residents of the City of Kuna and all City park users.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

Section 1. That Title 7, Chapter 3 Kuna City Code, shall be amended as follows:

**TITLE 7
PUBLIC WAYS AND PROPERTY**

**CHAPTER 3
CITY PARKS AND CITY PUBLIC PROPERTY**

7-3-1: USE AND RESTRICTIONS FOR CITY PARKS AND PUBLIC PROPERTY

A. DEFINITIONS: For purposes of this chapter these terms are defined as follows:

Kuna city park and *city public property* means any and all lands, buildings, reserves, sports complexes, playgrounds, skate board parks, BMX facilities, gardens, trails and other general or special use outdoor places, including the City of Kuna greenbelt that are owned, leased, operated or maintained by the City of Kuna.

City of Kuna means any authorized employee of the City of Kuna Parks and Recreation Department and the City of Kuna Police Department and the Ada County Sheriff’s Department or any law enforcement agency providing assistance to the City of Kuna.

7-3-2: GENERAL PARK USE:

A. No person using a Kuna City park shall fail or refuse to comply with directions given by the City of Kuna in regulating the time, place, and manner of any activity or use in the park when necessary to maximize use and secure the comfort, convenience, and safety of all park users.

7-3-3: **CLOSED AREAS:**

~~A.~~ Any section of any park may be declared closed to the public by the City of Kuna at any time and for any interval of time.

7-3-4: **HOURS:**

~~A.~~ No person shall use, enter upon, or occupy the premises of any Kuna city park between dusk and dawn of any day without securing an after hour permit as provided herein. Dusk shall be defined as thirty (30) minutes after sunset, and dawn shall be defined as thirty (30) minutes before sunrise. Law enforcement officers, other safety personnel, city officials or city employees, when acting in their official capacities, are exempt from this regulation.

7-3-5: **AFTER HOURS PERMIT:**

~~A.~~ A permit shall be required for the use and occupancy of any Kuna city park between the hours of dusk and dawn of said day(s) and shall be obtained from the city clerk during normal business hours and shall be so issued upon a daily basis and in accordance with the fee schedule as established by the City of Kuna. The clerk may issue the permit after the applicant submits an application, on the form provided by the city and pays the appropriate fees. The application shall include a safety plan approved by the City of Kuna Police Department. Unless specifically allowed by the permit, overnight camping or parking shall be prohibited.

7-3-6: **EXCLUSIVE RESERVATIONS:**

~~A.~~ Kuna city parks and greenbelt are public use areas; any exclusive reservation will be only for the park band shell and/or gazebo and their immediate area and that other citizenry have right to the access and use of other park/greenbelt areas.

7-3-7: **APPLICATION FOR RESERVATION:**

~~A.~~ Persons, associations, corporations, and other entities desiring to use the Kuna city park and/or band shell or gazebo shall apply at city hall and reserve a time for such use, if their requested use time is available. Reservation of the entire park may be made for public events.

7-3-8: **VACATION OF PARKS UPON REQUEST OF CITY:**

~~A.~~ If persons, associations, corporations, and other entities using the band shell or gazebo have not reserved the time, have not paid the appropriate fee, and/or are using the park band shell or gazebo at a time that has been reserved for another person, association, corporation, or other entity, they shall be requested to vacate by an appropriate representative of the city.

7-3-9: **SPECIAL EVENT PERMIT:**

~~A.~~ For a special event or outdoor market, the City of Kuna may require a permit, which event or market shall be allowed in a Kuna city park subject to compliance with each and every regulation on time, place and manner of operation.

7-3-10: **SKATE PARK:**

A. In addition to the rules and regulations of this chapter, any person using the skate park shall also be subject to the following rules and regulations when using the skate park:

1. The hours of use of the skate park shall be established by the City of Kuna, which shall be posted at the skate park. Use of the skate park at any time outside of the hours posted is prohibited.
2. While skateboarding, the participant may only use those areas designated for skateboarding.
3. The use of safety equipment, such as helmet, elbow pads, kneepads, and proper shoes is required of each person who is skateboarding.
4. Bicycles may be permitted in the skate park, so long as the use does not conflict with the skateboarders. If there is a conflict, the skateboarders shall have priority in the use of the skate park.
5. No food or drink is allowed in the designated skate area.
6. All trash must be placed within the trash receptacles provided.
7. Placing of graffiti anywhere and or damage to any property in or around the skate park is prohibited, and the park will be closed until the graffiti is removed and or the damage is repaired.
8. No person shall climb upon or go inside any fenced area where the gate has been locked and the area is closed to the public.
9. All users of the skate park use the facility at their own risk.
10. The following personal conduct and behavior is prohibited and shall be posted at the skate park.
 - a. No food or drink. Water is ok.
 - b. No littering.
 - c. No bullying, fighting or other violence.
 - d. No smoking or use of any tobacco or electronic cigarettes.
 - ~~e. No possession of firearms, knives, or any weapons of any kind.~~
 - ~~f.e.~~ No amplified music.
 - ~~g.f.~~ No profanity.

B. In addition to the infraction penalties, as per Section 7-3-22: Violation, Penalty, any person committing a violation of the above listed rules shall have his/her privilege to use the skate park revoked for five (5) days; a second violation shall cause the person to have his/her

privilege to use the skate park revoked for fifteen (15) days; a third or more violation shall cause the person to have his/her privilege to use the skate park revoked for a period of thirty (30) days; if the person violates the revocation by coming into the skate park during the period of restriction, they shall be charged with trespassing.

7-3-11: **FEES:**

~~A.~~ The fees for the rental of a city park or other public property or the after hours permit shall be in accordance with the fee schedule as adopted by resolution of the Kuna City Council.

7-3-12: **INSURANCE:**

~~A.~~ The City of Kuna shall have the authority to require any party using a Kuna city park for a special event or other public activity to maintain liability insurance coverage in an amount as adopted by resolution of the Kuna City Council.

7-3-13: **MOTOR VEHICLES:**

A. **SPEED LIMIT:** No motor vehicle shall be operated within the confines of Kuna city parks at a speed in excess of ten (10) miles per hour.

B. **LOCATIONS TO OPERATE:** It shall be unlawful for any person to drive any motor vehicle within any City Park except upon a driveway, roadway or parking lot. The city may also designate special areas that motor vehicles may be driven for special events by permit issued by the City of Kuna, and the City of Kuna shall clearly mark by paint or rope said areas, so as to avoid motor vehicles being driven on sprinkler heads or other installations that may be damaged.

C. **HANDICAPPED PARKING:** Accessible parking spaces have been identified for physically challenged park patrons; other park users are to honor those spaces so as to allow handicapped individuals easier access to public city park facilities.

D. **REMOVAL OF VEHICLES:** Whenever any police officer or City of Kuna employee finds a vehicle left standing or parked in an area where motor vehicles are prohibited, or parked after closing hours, such officer or City of Kuna employee may cause said vehicle to be removed pursuant to the adopted impound/tow policy of the Ada County Sheriff.

7-3-14: **WATER AND UTILITY LINES:**

~~A.~~ Because of the unmarked underground water and utility lines in city parks, any sponsor or individual user of Kuna city parks must contact the city public works director to coordinate the driving of any stake(s).

7-3-15: **SMOKING PROHIBITED IN CERTAIN AREAS:**

A. **DEFINITIONS:** For purposes of this section, the terms are defined as follows:

"Smoking" means inhaling, exhaling, burning, carrying, or possessing any combusting (heated, lit, or smoldering) tobacco or any other substance.

B. **SMOKING PROHIBITED:** Smoking is prohibited either at, or within, fifty (50) feet of the following outdoor areas within any City of Kuna park or city-owned property: playground or outdoor athletic facility where members of the general public of any age assemble to engage in physical exercise, participate in athletic competition, play or recreational activity, or to witness sports, or other outdoor recreational events.

C. **SIGNAGE:** The City of Kuna may post no smoking signs at the locations where smoking is prohibited by this chapter.

D. **VIOLATIONS AND PENALTIES:** A person who smokes in an area where smoking is prohibited by the provisions of this section shall be punishable by a fine not exceeding fifty dollars (\$50.00).

7-3-16: **POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES:**

~~A.~~ It shall be unlawful for any person, association, corporation or other entity to sell, distribute, possess or consume any type of alcoholic beverage without first obtaining any necessary permit(s) or license(s) from the state, county and/or city, including a liquor license and a valid catering permit issued by the city.

7-3-17: **DOGS:**

A. Except as provided herein, in all Kuna city parks, all dogs shall be on a leash not greater than eight (8) feet in length.

B. Dogs shall be prohibited within twenty-five (25) feet of any type playground equipment, which shall be considered a "Dog Free" area, as provided in KCC 10-3-6.

C. In the following areas, dogs shall be permitted to be off-leash as long as the dog(s) are under control of their owner as defined in KCC 10-3-2:

1. Sego Prairie Park.

2. The south side of the Green Belt walking path to the high-water mark of Indian Creek in the Greenbelt Park.

3. Sadie Creek Park.

D. The dog owner shall immediately clean up their dog's waste and properly dispose of it, as provided for in KCC 10-3-18.

7-3-18: **GLASS CONTAINERS:**

~~A.~~ Glass containers shall be prohibited in any Kuna city park.

7-3-19: **TRASH:**

~~A.~~ It shall be unlawful for any person to throw, leave or deposit any bottle, glass, ashes, coals, burnt materials or refuse, wastepaper, or other garbage or break any glass in any park, except at such places or in such receptacles as may be designated or provided by the city.

7-3-20: **FISHING PROHIBITED:**

~~A.~~ Fishing shall be prohibited in any area posted as a "No Fishing Zone" as adopted by city resolution.

7-3-21: **SIGNS:**

~~A.~~ Signs shall be posted at the Kuna city parks giving notice of the park rules, as approved by the Kuna City Council by resolution.

7-3-22: **VIOLATION, PENALTY:**

A. **VIOLATION:** A violation of this chapter shall be punishable by infraction and subject to a fine of fifty dollars (\$50.00) for the first offense, one hundred dollars (\$100.00) for the second offense, and three hundred dollars (\$300.00) for each additional offense.

B. **EJECTION:** Except as provided for in the Kuna City Code Section 7-3-10, a police officer or a representative of the City of Kuna shall have the authority to eject from the park, any person acting in violation of this chapter. Any person ejected from the park shall leave promptly, and peaceably and shall not return to the park for any reason on the same calendar day of his/her ejection.

Section 2. That all ordinances, resolutions, orders or parts thereof, or in conflict with this ordinance are hereby voided.

Section 3. This ordinance shall become effective upon passage and publication as required by law.

PASSED by the City Council of the City of Kuna, Idaho this ____ day of ~~February~~ March 2015.

APPROVED by the Mayor of the City of Kuna, Idaho this ____ day of ~~February~~ March 2015.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST

Chris Engels, Interim City Clerk

**CITY OF KUNA, IDAHO
ORDINANCE NO. 2015-06**

AN ORDINANCE AMENDING TITLE 7, CHAPTER 3, SECTION 10 REGARDING THE POSSESSION OF FIREARMS IN THE SKATE PARK WHERE THE LANGUAGE IS REMOVED FROM THE SIGNAGE REQUIRED TO BE POSTED AT THE SKATE PARK; MAKING SEVERAL FORMATTING CHANGES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the mission of the City of Kuna, Idaho to enhance the community's quality of life and health by providing parks and recreational opportunities in the City's parks and City's public property that protects the health, safety, and welfare of the residents of the City of Kuna and all City park users.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

Section 1. That Title 7, Chapter 3 Kuna City Code, shall be amended as follows:

**TITLE 7
PUBLIC WAYS AND PROPERTY**

**CHAPTER 3
CITY PARKS AND CITY PUBLIC PROPERTY**

7-3-1: USE AND RESTRICTIONS FOR CITY PARKS AND PUBLIC PROPERTY

DEFINITIONS: For purposes of this chapter these terms are defined as follows:

Kuna city park and *city public property* means any and all lands, buildings, reserves, sports complexes, playgrounds, skate board parks, BMX facilities, gardens, trails and other general or special use outdoor places, including the City of Kuna greenbelt that are owned, leased, operated or maintained by the City of Kuna.

City of Kuna means any authorized employee of the City of Kuna Parks and Recreation Department and the City of Kuna Police Department and the Ada County Sheriff's Department or any law enforcement agency providing assistance to the City of Kuna.

7-3-2: GENERAL PARK USE:

No person using a Kuna City park shall fail or refuse to comply with directions given by the City of Kuna in regulating the time, place, and manner of any activity or use in the park when necessary to maximize use and secure the comfort, convenience, and safety of all park users.

7-3-3: **CLOSED AREAS:**

Any section of any park may be declared closed to the public by the City of Kuna at any time and for any interval of time.

7-3-4: **HOURS:**

No person shall use, enter upon, or occupy the premises of any Kuna city park between dusk and dawn of any day without securing an after hour permit as provided herein. Dusk shall be defined as thirty (30) minutes after sunset, and dawn shall be defined as thirty (30) minutes before sunrise. Law enforcement officers, other safety personnel, city officials or city employees, when acting in their official capacities, are exempt from this regulation.

7-3-5: **AFTER HOURS PERMIT:**

A permit shall be required for the use and occupancy of any Kuna city park between the hours of dusk and dawn of said day(s) and shall be obtained from the city clerk during normal business hours and shall be so issued upon a daily basis and in accordance with the fee schedule as established by the City of Kuna. The clerk may issue the permit after the applicant submits an application, on the form provided by the city and pays the appropriate fees. The application shall include a safety plan approved by the City of Kuna Police Department. Unless specifically allowed by the permit, overnight camping or parking shall be prohibited.

7-3-6: **EXCLUSIVE RESERVATIONS:**

Kuna city parks and greenbelt are public use areas; any exclusive reservation will be only for the park band shell and/or gazebo and their immediate area and that other citizenry have right to the access and use of other park/greenbelt areas.

7-3-7: **APPLICATION FOR RESERVATION:**

Persons, associations, corporations, and other entities desiring to use the Kuna city park and/or band shell or gazebo shall apply at city hall and reserve a time for such use, if their requested use time is available. Reservation of the entire park may be made for public events.

7-3-8: **VACATION OF PARKS UPON REQUEST OF CITY:**

If persons, associations, corporations, and other entities using the band shell or gazebo have not reserved the time, have not paid the appropriate fee, and/or are using the park band shell or gazebo at a time that has been reserved for another person, association, corporation, or other entity, they shall be requested to vacate by an appropriate representative of the city.

7-3-9: **SPECIAL EVENT PERMIT:**

For a special event or outdoor market, the City of Kuna may require a permit, which event or market shall be allowed in a Kuna city park subject to compliance with each and every regulation on time, place and manner of operation.

7-3-10: SKATE PARK:

A. In addition to the rules and regulations of this chapter, any person using the skate park shall also be subject to the following rules and regulations when using the skate park:

1. The hours of use of the skate park shall be established by the City of Kuna, which shall be posted at the skate park. Use of the skate park at any time outside of the hours posted is prohibited.
2. While skateboarding, the participant may only use those areas designated for skateboarding.
3. The use of safety equipment, such as helmet, elbow pads, kneepads, and proper shoes is required of each person who is skateboarding.
4. Bicycles may be permitted in the skate park, so long as the use does not conflict with the skateboarders. If there is a conflict, the skateboarders shall have priority in the use of the skate park.
5. No food or drink is allowed in the designated skate area.
6. All trash must be placed within the trash receptacles provided.
7. Placing of graffiti anywhere and or damage to any property in or around the skate park is prohibited, and the park will be closed until the graffiti is removed and or the damage is repaired.
8. No person shall climb upon or go inside any fenced area where the gate has been locked and the area is closed to the public.
9. All users of the skate park use the facility at their own risk.
10. The following personal conduct and behavior is prohibited and shall be posted at the skate park.
 - a. No food or drink. Water is ok.
 - b. No littering.
 - c. No bullying, fighting or other violence.
 - d. No smoking or use of any tobacco or electronic cigarettes.
 - e. No amplified music.
 - f. No profanity.

B. In addition to the infraction penalties, as per Section 7-3-22: Violation, Penalty, any person committing a violation of the above listed rules shall have his/her privilege to use the skate park revoked for five (5) days; a second violation shall cause the person to have his/her privilege to use the skate park revoked for fifteen (15) days; a third or more violation shall cause the person to have his/her privilege to use the skate park revoked for a period of thirty (30) days; if the person violates the revocation by coming into the skate park during the period of restriction, they shall be charged with trespassing.

7-3-11: FEES:

The fees for the rental of a city park or other public property or the after hours permit shall be in accordance with the fee schedule as adopted by resolution of the Kuna City Council.

7-3-12: **INSURANCE:**

The City of Kuna shall have the authority to require any party using a Kuna city park for a special event or other public activity to maintain liability insurance coverage in an amount as adopted by resolution of the Kuna City Council.

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B. **LOCATIONS TO OPERATE:** It shall be unlawful for any person to drive any motor vehicle within any City Park except upon a driveway, roadway or parking lot. The city may also designate special areas that motor vehicles may be driven for special events by permit issued by the City of Kuna, and the City of Kuna shall clearly mark by paint or rope said areas, so as to avoid motor vehicles being driven on sprinkler heads or other installations that may be damaged.

C. **HANDICAPPED PARKING:** Accessible parking spaces have been identified for physically challenged park patrons; other park users are to honor those spaces so as to allow handicapped individuals easier access to public city park facilities.

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7-3-14: **WATER AND UTILITY LINES:**

Because of the unmarked underground water and utility lines in city parks, any sponsor or individual user of Kuna city parks must contact the city public works director to coordinate the driving of any stake(s).

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B. **SMOKING PROHIBITED:** Smoking is prohibited either at, or within, fifty (50) feet of the following outdoor areas within any City of Kuna park or city-owned property:

playground or outdoor athletic facility where members of the general public of any age assemble to engage in physical exercise, participate in athletic competition, play or recreational activity, or to witness sports, or other outdoor recreational events.

C. **SIGNAGE:** The City of Kuna may post no smoking signs at the locations where smoking is prohibited by this chapter.

D. **VIOLATIONS AND PENALTIES:** A person who smokes in an area where smoking is prohibited by the provisions of this section shall be punishable by a fine not exceeding fifty dollars (\$50.00).

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7-3-18: **GLASS CONTAINERS:**

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7-3-21: **SIGNS:**

Signs shall be posted at the Kuna city parks giving notice of the park rules, as approved by the Kuna City Council by resolution.

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A. **VIOLATION:** A violation of this chapter shall be punishable by infraction and subject to a fine of fifty dollars (\$50.00) for the first offense, one hundred dollars (\$100.00) for the second offense, and three hundred dollars (\$300.00) for each additional offense.

B. **EJECTION:** Except as provided for in the Kuna City Code 7-3-10, a police officer or a representative of the City of Kuna shall have the authority to eject from the park, any person acting in violation of this chapter. Any person ejected from the park shall leave promptly, and peaceably and shall not return to the park for any reason on the same calendar day of his/her ejection.

Section 2. That all ordinances, resolutions, orders or parts thereof, or in conflict with this ordinance are hereby voided.

Section 3. This ordinance shall become effective upon passage and publication as required by law.

PASSED by the City Council of the City of Kuna, Idaho this ____ day of March 2015.

APPROVED by the Mayor of the City of Kuna, Idaho this ____ day of March 2015.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST

Chris Engels, Interim City Clerk