

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

CITY OF KUNA

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

**City Council Workshop
and
Regular City Council Meeting
AGENDA**

Tuesday, July 21, 2015

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

6:30 P.M. CITY COUNCIL WORKSHOP – Personnel Manual (continued from July 7, 2015)

7:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation:** Karen Hernandez, United Methodist Church
- 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.** City Council Workshop Minutes July 7, 2015
 - 2.** Regular City Council Minutes July 7, 2015
 - 3.** City Council Budget Workshop Minutes July 13, 2015
 - B. Accounts Payable Dated July 16, 2015 in the Amount of \$440,988.26**
 - C. Alcohol Licenses:**
 - D. 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.)

- A.** Public Hearing and Consideration of Resolution R26-2015 to Amend Park Fee Schedule for Parks and Public Property – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R80-2014 TO ADD FEES FOR THE USE OF THE DISC GOLF, VOLLEY BALL COURT, HORSESHOE PIT AND COVERED TABLES AT PARKS OTHER THAN BERNIE FISHER PARK, AND DELETING THE CLEANING AND DAMAGE DEPOSIT PROVISION FROM THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

7. Business Items:

- A.** Consideration for Public Hearing on J & M Sanitation’s request for Solid Waste Inflation Rate Adjustment – Tim Gordon, J & M Sanitation
- B.** Consideration to Approve Final Plat 15-05-FP, Greyhawk No. 4 – Trevor Kesner, City Planner

Applicant is requesting Final Plat approval for Greyhawk Subdivision No. 4. The Final Plat proposes 22 residential lots and three (3) common lots.

- C.** Consideration to Approve Resolution R31-2015 approving an agreement with ACHD for the Linder/Main Roundabout – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ACQUISITION DOCUMENTS RELATED TO THE CONSTRUCTION OF THE ROUNDABOUT AT LINDER/MAIN/3RD STREETS, KUNA, IDAHO WITH THE ADA COUNTY HIGHWAY DISTRICT PROJECT NO. 313043

- D.** Consideration to Approve Resolution R35-2015 approving an agreement for Planning Services with JUB Engineers for Downtown Revitalization Project– Chris Engels, City Clerk

This Project is funded with a grant award from Matrix-Jeff Tunison Community Fund, a grant award from COMPASS CIM, a city match of \$1,250 approved December 2, 2014 and a match of \$750 from city High Five grant, downtown revitalization portion.

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH JUB ENGINEERS, INC. TO DEVELOP A DOWNTOWN

REVITALIZATION PLAN FOR THE CITY OF KUNA, IDAHO KUNA, IDAHO;
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- E.** Consideration to Approve Resolution R36-2015 authorizing the assignment of sewer connections from Osprey Ridge Partners – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT SEWER CONNECTIONS NOW OWNED BY DBTV AGRICULTURAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“ASSIGNOR”) TO COREY BARTON HOMES, INC. AN IDAHO CORPORATION DBA CBH HOMES (“ASSIGNEE”).

- F.** Consideration to Approve Resolution R37-2015 Approving Award of Bid to C. H. Spencer & Company for Lagoon 7 Blower – Gordon Law, City Engineer

RESOLUTION AWARDING BID FOR THE LAGOON NO. 7 BLOWER REPLACEMENT PROJECT TO C. H SPENCER & COMPANY IN THE AMOUNT OF \$157,760.00 FOR THE PURCHASE OF A HIGH EFFICIENCY BLOWER; DIRECTING EXPENDITURE OF FUNDS OF \$157,760.00 FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

- G.** Consideration to Approve Resolution R38-2015 Approving an agreement with Kuna Police Activities League (KPAL) for field use – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- H.** Consideration to Approve Resolution R40-2015, Approving a performance bond by Coleman Homes Inc. for the Timbermist No. 1 Subdivision – Gordon Law, City Engineer

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY COLEMAN HOMES INC. FOR THE TIMBERMIST NO. 1 SUBDIVISION FOR UNCOMPLETED LANDSCAPING AS REQUIRED FOR PHASE NO. 1 PURSUANT TO THE TERMS OF THIS RESOLUTION.

- I.** Consideration to Approve Resolution R41-2015 Approving Reimbursement Agreement With Timbermist, LLC for Oversized Sewer Main – Gordon Law, City Engineer

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$198,517.80 WITH TIMBERMIST, LLC.

- J. Update on P & Z Projects (*no action required*) – Wendy Howell, P & Z Director

8. Ordinances:

A. *Third Reading of Ordinance No. 2015-10 Modify Mayor’s Position to Full time with Compensation*

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of the ordinance

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING SECTION 1-5-2 OF THE KUNA CITY CODE, ENTITLED SALARY (MAYOR); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. *First Reading of Ordinance No 2015-09 Cable One Franchise Agreement*

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of the ordinance

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING ORDINANCE NO. 2011-01, TO PROVIDE THAT THE FRANCHISE FEE AS CONTAINED IN PARAGRAPH 5.1 OF THE FRANCHISE AGREEMENT WITH CABLE ONE, INC. IS AMENDED FROM FOUR PERCENT (4%) TO FIVE PERCENT (5%); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. *First Reading of Ordinance No 2015-14 Timbermist Irrigation Annexation*

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of the ordinance

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCELS S1312336005 & S1312346625 AND REFERRED TO AS TIMBERMIST SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT; CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

Senior Association Bus Discussion

10. Announcements:

11. Executive Session:

12. Adjournment:

Memorandum

To: Kuna City Council
From: Richard T. Roats, City Attorney
Re: Vacation accrual and uniform expenditures

At the Council meeting on June 16, 2015, during the discussions on the Personnel Manual, and based upon the questions presented, I informed Council that I would provide follow up information on two issues:

- 1) What is the current vacation accrual for the City employees?

See attached.

- 2) What is the total expenditure for uniforms?

See attached

The attachments are included for your review and discussion during the Personnel Manual Workshop.



Richard T. Roats
City Attorney

Level Number	Level Calc. Hrs./Month	Annual Max. Accrual*	125% of Max. Accrual	Excess Accrual Hours Over 125%	Full Estimated Excess Cost @ Assumed Payout**	
25	2	10	120	150	146.25	\$3,482.53
85	2	10	120	150	35.85	\$995.69
65	2	10	120	150	0	\$0.00
0	1	6.67	80.04	100.05	0	\$0.00
06	2	10	120	150	206.06	\$7,069.52
72	1	6.67	80.04	100.05	6.67	\$102.89
59	3	13.33	159.96	199.95	0	\$0.00
42	1	6.67	80.04	100.05	33.37	\$530.22
53	3	13.33	159.96	199.95	511.58	\$12,716.03
87	1	6.67	80.04	100.05	0	\$0.00
18	2	10	120	150	113.18	\$3,321.31
62	3	13.33	159.96	199.95	180.67	\$4,693.07
78	3	13.33	159.96	199.95	0	\$0.00
71	1	6.67	80.04	100.05	76.66	\$2,764.57
15	1	6.67	80.04	100.05	36.1	\$786.56
73	1	6.67	80.04	100.05	18.68	\$288.16
14	1	6.67	80.04	100.05	22.35	\$322.88
34	1	6.67	80.04	100.05	0	\$0.00
99	3	13.33	159.96	199.95	118.04	\$2,111.90
15	2	10	120	150	365	\$20,703.09
23	2	10	120	150	430.23	\$16,622.19
69	1	6.67	80.04	100.05	0	\$0.00
27	2	10	120	150	350.27	\$5,904.85
72	1	6.67	80.04	100.05	6.67	\$102.89
69	2	10	120	150	5.69	\$128.57
46	2	10	120	150	0	\$0.00
08	3	13.33	159.96	199.95	0	\$0.00
19	1	6.67	80.04	100.05	37.14	\$1,512.09
98	2	10	120	150	16.98	\$454.42
0	1	6.67	80.04	100.05	0	\$0.00
67	1	6.67	80.04	100.05	0	\$0.00
36	1	6.67	80.04	100.05	0	\$0.00
92	3	13.33	159.96	199.95	224.97	\$6,069.04

OF EMPLOYEES IN EXCESS:

21

rise of the year

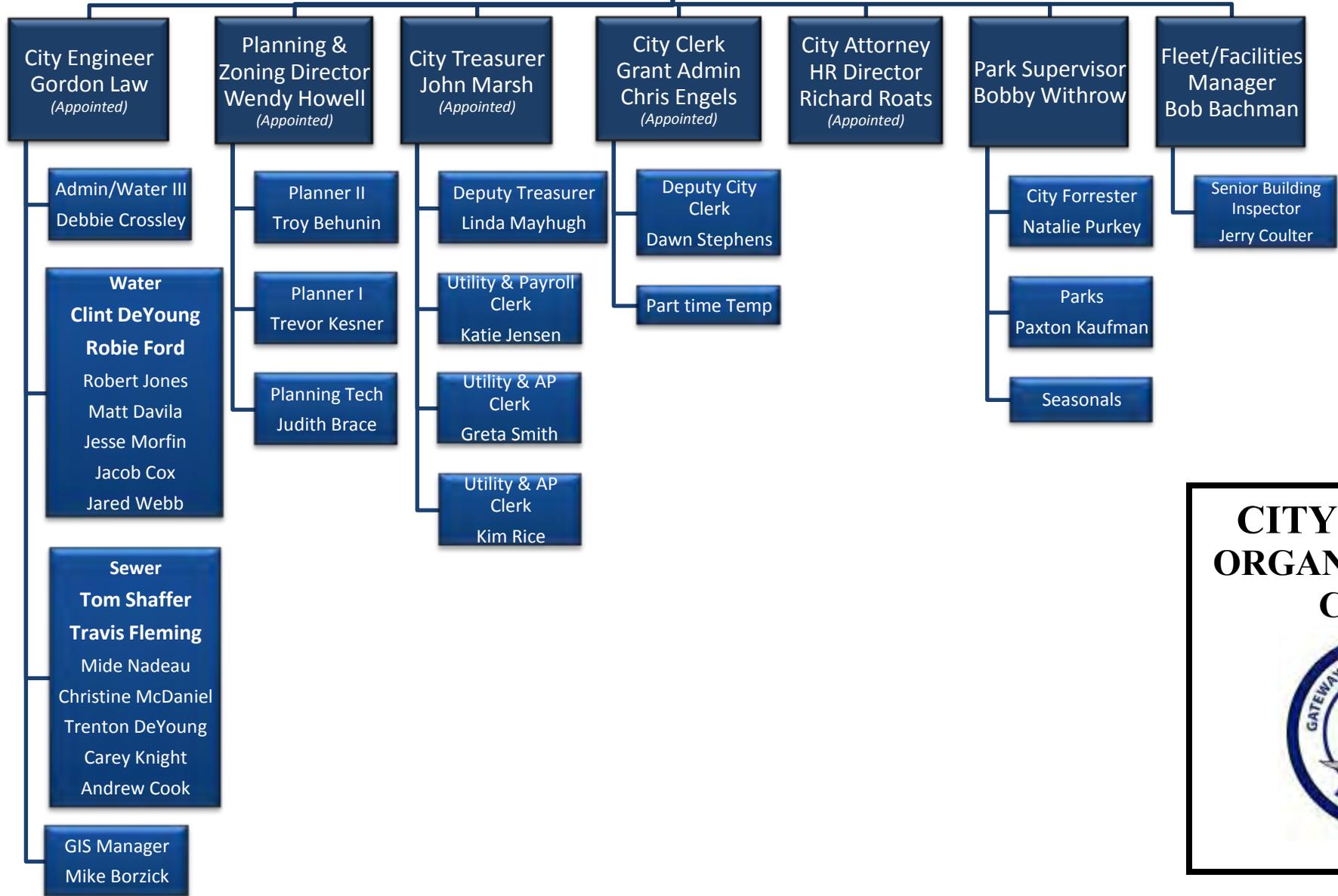
City Uniform Expenditure Analysis

October, 2013 Through April, 2015 (April has been the most recent entry) (The last 19 months running)

	QTY.	Total Cost	Avg. Per Each
HATS (BRIMMED) - EMBROIDERED	42	\$587.00	\$13.98
T-SHIRTS W/SCREEN PRINTING	206	\$3,192.51	\$15.50
HOODED SWEATSHIRTS - SCREEN PRINTED	28	\$1,164.09	\$41.57
HOODED SWEATSHIRTS EMBROIDER SERVICE	14	\$136.92	\$9.78
HOODED SWEATSHIRT	2	\$52.99	\$26.50
WORK BIBS	11	\$817.46	\$74.31
WORK COAT - EMBROIDERY SERVICE	2	\$13.00	\$6.50
WORK COAT	16	\$1,076.79	\$67.30
BOOTS - RUBBER IRRIGATION	4	\$331.96	\$82.99
RAIN GEAR (BIBS, PARKA, OTHER)	5	\$255.62	\$51.12
SAFETY COAT	8	\$500.99	\$62.62
STEEL TOE BOOTS	12	\$1,579.35	\$131.61
WORK PANTS	34	\$1,827.65	\$53.75
DENIM SHIRTS - EMBROIDERED	4	\$111.17	\$27.79
GLOVES	5	\$16.95	\$3.39
WORK VEST	2	\$119.98	\$59.99
TOTAL 19-MONTHS RUNNING		\$11,784.43	

Avg. Cost Per Month	\$620.23	
PW Field Employee Count W/O Seasonal	18	
PW Field Employee Count W/Seasonal	23	
Avg. Cost Per PW Employee W/O Seasonal	\$654.69	
Avg. Cost Per PW Employee W/O Seasonal Per Month	\$34.46	
Avg. Cost Per PW Employee W/Seasonal	\$512.37	uncertain whether Parks is providing seasonal employees with gear
Avg. Cost Per PW Employee W/Seasonal Per Month	\$26.97	uncertain whether Parks is providing seasonal employees with gear

Mayor W. Greg Nelson



CITY OF KUNA PERSONNEL POLICY

This Personnel Policy Manual for the city of Kuna ([City](#)) is intended to foster a safe, efficient and cooperative working environment, establish the responsibilities, set the level of performance expected of all city employees, including appointed employees, and explain the benefits provided to the City employees.

The policies and benefit offerings outlined in this policy are subject to change at any time, without prior notice to and without the requirement for the consent of city employees. Changes may be made in the sole discretion of the City Council.

All employees of the City are at-will and are employed at the discretion of the Mayor and City Council and will have no right to continued employment, or employment benefits upon termination of employment, except as may be agreed to in writing and expressly approved by the City Council.

This Personnel Policy does not establish or set the duration of employment or limit the reasons for which an employee may be discharged. All provisions of this Policy will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the City Council can alter the at-will nature of employment by the City, notwithstanding anything said by an Elected Official or supervisor.

Department heads may create rules and regulations that are more specific to their department's operations, which shall be incorporated herein. All such rules and regulations shall be adopted by the City Council.

CHAPTER 1. GENERAL POLICIES

Section 1.1 THE ORGANIZATION IN WHICH YOU WORK

- 1.1.1 The city of Kuna is a political subdivision of the state of Idaho. The City Council serves as the governing body of the City, carrying out local legislative duties and fulfilling other obligations as provided by law. The City Council has primary authority to establish terms and conditions of employment with the City.
- 1.1.2 Each employee should recognize that although he/she may serve as an employee supervised by the Mayor or department head, he/she remains an employee of the City, and not of the official who supervises his/her work. The terms and conditions set forth in this policy, and in the resolutions and policy statements that support it, cannot be superseded by any other official's pledge or promise, without the express action of the City Council. That is particularly true for terms or conditions that would establish a current or future financial obligation for the City. You may, however, work for an office/department with an operational policy that provides additional direction to employees on expectations and procedures unique to that office/department.

Section 1.2 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

- 1.2.1 All selection of employees and all employment decisions, including classification, transfer, discipline and discharge, will be made without regard to race, religion, sex, age, national origin, or non-job-related disability. No job or class of jobs will be closed to any individual except where a mental or physical attribute, sex or age is a bona fide occupational qualification. All objections to hiring or other employment practices will be brought to the attention of the Mayor or department head or supervisor, or in the case of objection to actions undertaken by that person, to the city attorney for the City.

Section 1.3 VETERAN'S PREFERENCE AND RIGHTS

- 1.3.1 The City will accord a preference to U.S. Armed Services veterans, or certain of his/her family members, in accordance with provisions of Idaho Code, Title 65, Chapter 5. In the event of equal qualifications for an available position, a veteran or family member who qualifies for the preference will be employed.
- 1.3.2 Any qualified veteran who has been restored to his/her position in accordance with Idaho Code § 65-508 will not be discharged from such position without cause for a period of one (1) year after such restoration. During this one-year period, a returning veteran will be entitled to an opportunity to be heard prior to termination. Such returning veteran will also be considered as having been on an unpaid leave of absence during his/her period of military duty. He/she will be restored to his/her position without loss of seniority, status or pay.

Section 1.4 NEPOTISM/HIRING OF RELATIVES

- 1.4.1 No person will be employed by the City when the employment would result in a violation of Idaho Code, including but not limited to Idaho Code § 59-701 et seq., and Idaho Code §18-1359. Any such employment made in violation of these sections may be void. The appointment or employment of the following persons is prohibited:
- A. No person related to the Mayor or a City Council member by blood or marriage within the second degree, as shown in the standard Table of Consanguinity, will be appointed to any compensated office, position, employment or duty; and
 - B. No public servant, including Elected Officials and employees, will appoint or hire, or vote for the appointment or hiring of any person related to him/her by blood or marriage within the second degree to any compensated office, position, employment or duty. This means no one related within the second degree to anyone involved in any way in the hiring process can be hired and/or that no one related to an applicant within the second degree can take part in the hiring process.
 - C. An employee whose relative is subsequently elected may be eligible to retain his/her position and pay increases as allowed by relevant provisions of Idaho law, including Idaho Code § 18-1359(5).

Section 1.5 PREFERENCE FOR HIRING FROM WITHIN

- 1.5.1 Qualified City employees may be given preference over outside applicants to fill vacancies in the City without following the notice and selection procedures normally required for hiring new employees. If the internal preference process is used, it should be completed prior to seeking outside applicants for the position.

CHAPTER 2. EMPLOYMENT START-UP

Section 2.1 EMPLOYMENT

- 2.1.1 Natural born or legalized citizens of the United States are afforded equal employment opportunity with the City of Kuna. Non-citizens must meet Federal and State employment eligibility requirements prior to being accepted as an employee of the City.

Section 2.2 APPLICATION

- 2.2.1 All candidates for any employment with the City shall complete an application on the form provided by the City.

Section 2.3 SELECTION PROCESS

- 2.3.1 The Department head or Mayor shall appoint a team of City employees, consisting of not less than three (3) employees, including the position's supervisor. ~~—~~who shall evaluate the candidates for employment based upon pre-determined written criteria. If the candidate is applying for a department head or supervisor position, the Mayor shall sit on the selection team.
- 2.3.2 The selection process may consist of an evaluation of the candidate through personal interviews, performance, work samples, physical agility tests, written tests, references, medical examinations, or any combination thereof and in no way shall be affected or influenced by race, color, religion, disability, national origin, age, gender, sexual orientation, veteran or current military status.
- 2.3.3 Selection techniques shall be impartial and shall relate to those areas that will adequately and fairly indicate the ability and quality of candidates under consideration to execute the duties and responsibilities of the position to which they seek to be appointed.
- 2.3.4 Upon completion of the selection process, if the position is for department head or supervisor, the recommendation for appointment shall be made to the City Council by the Mayor. All other candidates for City employment shall be decided by the selection team based upon pre-determined written criteria and other relevant considerations. All such appointments will become effective after all necessary documents have been signed by the appropriate City officials and the new employee.
- 2.3.5 All candidates for employment with the City shall successfully pass a criminal background check and a drug test arranged through the Human Resource Manager prior to commencement of employment.

Section 2.4 INELIGIBILITY OR DISQUALIFICATION

2.4.1 The City may withdraw a candidate from consideration whose appointment or hire is deemed to be contrary to the best interests of the City. Reasons for disqualification may include, but shall not be limited to the following:

- A. Failure to meet any of the requirements established for the examination or position for which he/she applies including failure to meet deadlines of the application process.
- B. Addiction to the use of drugs, alcohol or controlled substance.
- C. Conviction of a felony or conviction of a misdemeanor involving behavior that is dishonest or immoral, deception, fraud, violence, or threats of violence.
- D. Dismissal from any prior position for any cause which would be cause for dismissal by the City,
- E. Resignation from any position to avoid dismissal.
- F. Deception or fraud in content of the application.
- G. Request by the applicant to be withdrawn from consideration,
- H. Disqualification or unsuitability for employment as specified in any City or applicable department rule or regulation.

Section 2.5 CONTINUED EMPLOYMENT/ANNUAL EVALUATION

2.5.1 Continued employment with the City shall be subject to satisfactory work performance, necessity for the position and the availability of funds. Each regular employee shall have his/her performance evaluated annually by a written evaluation, by his/her supervisor and reviewed by the Department head, or at a more frequent interval as deemed necessary by the Department. The evaluation shall be reviewed with the employee, signed, and placed in the employee's file.

Section 2.6 EMPLOYMENT FORMS TO BE COMPLETED

2.6.1 The following forms must be completed before the employee begins work for the City:

- A. Official City of Kuna Employment Application.
- B. Idaho State Police criminal background check form.
- C. Pre-employment, post-offer drug testing form.
- D. Insurance forms (if coverage is available to and selected by the employee).
- E. Immigration form (I-9).
- F. Withholding Form (W-4)
- G. Any other benefit forms necessary for employee information.

CHAPTER 3. EMPLOYEE PERSONNEL FILES

Section 3.1 PERSONNEL RECORDS

- 3.1.1 The official employee records for the City will be kept in the Human Resource office or office of the City Treasurer. The files should be located in a locking file cabinet that is locked at all times. The personnel files will contain records related to employee performance, employee status, and other relevant materials related to the employee's service with the City. The employee's supervisor, elected officials or the employee himself/herself may contribute materials to the personnel files deemed relevant to the employee's performance. All employee health insurance and medical information shall be kept in a separate file system, which shall be locked and stored in compliance with HIPPA.

Section 3.2 ACCESS TO PERSONNEL FILES

- 3.2.1 Only the employee's supervisors, the Human Resource Manager, the City Treasurer or his/her designee, the Mayor, the City Council when acting as a body in the course of its official business, attorneys for the City, and the employee are authorized to view materials in a personnel file. Access by other persons to such files will be allowed only with authorization of the supervising official after consultation with legal counsel for the City. Information regarding personnel matters will only be provided to outside parties with a release from the employee, when deemed necessary by legal counsel for the City, or pursuant to a Court order or a proper subpoena. The City reserves the right to disclose the contents of personnel files to outside state or federal agencies, its insurance carrier or its carrier's agents for risk management purposes, or when necessary to defend itself against allegations of unlawful conduct. Copies of materials in an employee's personnel file are available to that employee without charge, subject to exceptions provided by statutes.

Section 3.3 MANAGEMENT OF INFORMATION IN PERSONNEL FILES

- 3.3.1 Each employee will be provided an opportunity to contest the contents of his/her personnel file at any time, by filing a written objection and explanation that will be included in the file along with the objectionable material. In the sole judgment of the supervising official, after consultation with legal counsel for the City, any offending material may be removed upon a finding by the City that it is false or unfairly misleading. In general, there is a presumption that materials are to remain in personnel files accompanied by the employee's written objection and explanation to provide a complete employment history. Any such approved removal of information will be documented in writing and maintained in the employee's personnel file.

CHAPTER 4. RULES OF EMPLOYEE CONDUCT

Section 4.1 A violation of any of the rules set forth below will be grounds for disciplinary action including possible dismissal from employment. However, this list is illustrative and not all-inclusive and other behaviors and acts of misconduct not specifically set out below may be grounds for disciplinary action as well. Nothing contained herein is intended to change the at-will nature of the employee's employment with the City or limit the reasons for which the employee may be disciplined, including termination of the employment. The most important of these rules are those addressing attitude and cooperative behavior.

Section 4.2 PERSONAL CONDUCT

- 4.2.1 Each employee is expected to conduct himself/herself in a manner that is helpful and productive and that does not reflect adversely upon the City. Public employees are subject to additional public scrutiny in their public and personal lives because the public's business requires the utmost integrity and care. Each employee is expected to scrupulously avoid personal behaviors that would bring unfavorable public impressions upon the City and its officials. In order to accomplish this, each employee must:
- A. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity. **THIS IS THE FIRST PRIORITY FOR ALL EMPLOYEES.**
 - B. Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of vacation and sick leave.
 - C. Comply with dress standards established in the office/department for which the employee works. In the absence of any office/departmental dress standards, clothing will be appropriate for the functions performed and will present a suitable appearance to the public.
 - D. Not engage in criminal conduct of any kind while on or off duty. City employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official. Employees are required to report all serious crimes, including misdemeanors, that shall include driving under the influence and all felonies charged, by the next scheduled workday.
 - E. Not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform the job for which the employee is hired.
 - F. Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.

- G. Not engage in conduct that violates the laws of the state of Idaho, including but not limited to Idaho Code §18-1356 (accepting gifts that exceed a value of \$50), Idaho Code ~~§74-401~~~~59-701~~ et seq. (Ethics in Government Act), Idaho Code ~~§59-201~~~~74-501~~ (Prohibitions Against Contracts) and Idaho Code §18-1359 (Using Public Position for Personal Gain).
- H. Not accept gifts or gratuities in any personal or professional capacity that could create the impression that the giver was seeking favor from the employee or official in violation of Idaho Code § 18-1356 and Idaho Code § 18-1357.
- I. Not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the Mayor, City Council or the office/department for whom he/she works.
- J. Give his/her best efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the Mayor and City Council and elected officials and displaying an attitude of cooperation and constructive participation.
- K. Be subject to the administrative authority of the officials who supervise the department where the employee works.
- L. Abide by all office/departmental rules whether written or oral. No employee will be required to follow the directive of a supervisor that violates laws of any local jurisdiction, the state, or nation.
- M. Perform such obligations as are necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
- N. Employees are expected to be at their workstations and attentive to their duties and assignments while on the clock for the City.
- O. Not engage in malicious gossip, spread rumors, engage in behavior designed to create discord and lack of harmony, willfully interfere with another employee's work output or encourage others to do the same.
- P. Not unlawfully harass a fellow worker employee or member of the public, as outlined in the City's Workplace Discrimination, Harassment and Retaliation Policy.
- Q. Not discriminate in the treatment of fellow employees or members of the public on the basis of race, religion, gender, age, disability or national origin.
- R. Not engage in abusive conduct to fellow employees or the public, or use abusive language in the presence of fellow employees or the public. Abusive language will include profanity and loud, threatening or harassing speech.

- S. Follow all rules for care and use of public property to assure that the public investment in such property is protected and that the safety of the public and other workers is maintained.
- T. Not use any substances, lawful or unlawful, that will impair the employee's ability to competently perform his/her work or threaten the safety and well-being of other workers or the public. Should the employee be prescribed a lawful substance that may impair the employee's ability to safely do his/her job, the employee is required to provide a physician's note explaining the possible effects of the medication on the employee's ability to do his/her job and the length of the time that the employee will be required to take the medication. The employee may be required to take leave while taking the medication.
- U. Follow the rules regarding the reporting of work hours and comply with the City's procedures for approval of time-keeping records, including any electronic time-keeping program.
- V. Follow rules and schedules for breaks and lunch periods, as established by the City.
- W. Report all accidents that occur or are observed on the job, or are on or involve City property as soon as possible or within twenty-four (24) hours, whichever is sooner, and cooperate as requested in the reconstruction of any such accident.
- X. Follow all workplace safety rules whether established formally by the office/department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
- Y. Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her immediate supervisor and notify his/her supervisor if his/her driving abilities are impaired.
- Z. Not serve on any board or commission that regulates or otherwise affects the official duties or personal interests of the employee in a way that could create disadvantage for other members of the public or advantage for the employee.
- AA. Not have non-City employment that conflicts with duties performed for the City in any meaningful way. Individual offices/departments may determine permissible examples of outside employment.
- BB. Not release any public record, including personnel records, without the express authority of the public official responsible for custody of the record, after consulting with legal counsel for the City or without an order from a court or public agency of competent jurisdiction.
- CC. Maintain the confidential nature of records that are not open to public scrutiny in accordance with the direction of the responsible official.

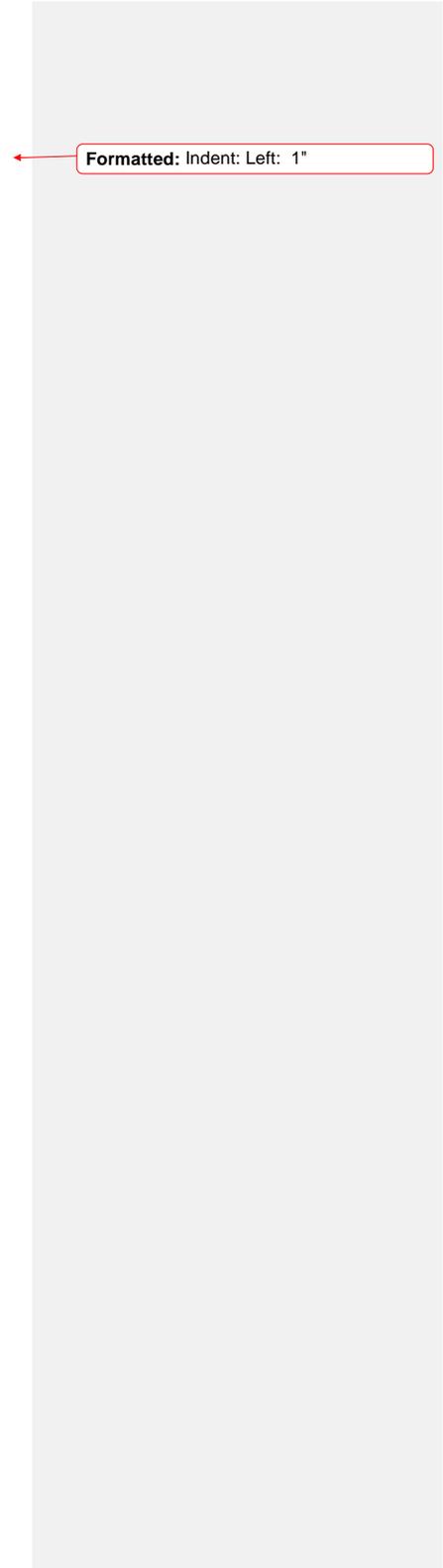
- DD. Not use work time for personal business, including the selling of goods or services to the general public.
- EE. Adhere to any code of ethics in his/her profession.
- FF. Not engage in political activities while on duty. ~~This rule will not apply to elected officials.~~
- GG. Not provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
- HH. Not destroy, alter, falsify or steal the whole or any part of a police report or any record kept as part of the official governmental records of the City (Idaho Code §§ 18-3201 and 18-3202).
- II. Not use phones or computers in the workplace in a manner that violates policy or that disrupts workplace activities.
- JJ. Not abuse employee benefit offerings by taking unjustified sick leave, unearned vacation, participating in a scheme designed to create incorrect personnel records or to claim benefits that are not deserved in accordance with City policy.
- KK. Not violate rules concerning absence from the workplace without proper authorization.
- LL. Not engage in prolonged visits with co-workers, children, friends or family members that interfere with work in the office/department in which the employee serves.
- MM. Not use work time or public premises to promote religious beliefs to members of the public or fellow employees.

Section 4.3 TOBACCO USE PROHIBITED

- 4.3.1 All City ~~buildings and facilities, and City owned~~ vehicles ~~or City equipment, in their entirety,~~ are hereby designated ~~to be as~~ tobacco free; no person will smoke tobacco or other ~~any other~~ substances or use smokeless tobacco or any vaporizing substances, such as e-cigs while in a City facility (City Hall or the City Wastewater Treatment Plant) or a City vehicle or other City equipment.

~~4.3.2~~ Smoking of any kind, including pipes, cigars, and cigarettes, ~~e-cigs,~~ and the use of chewing tobacco is prohibited for employees while on duty. Employees eighteen (18) years of age and over are allowed to smoke only during their assigned breaks and lunch, and only in areas designated for that purpose. If the employee is out in the field, the employee ~~ement~~ may only smoke while on an assigned break and at a location where smoking is permitted. In all circumstances, the employee shall use common sense in determining where it is appropriate to smoke taking into consideration the public perception and the appearance.

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CHAPTER 5. DRUG TESTING POLICY

Section 5.1 AUTHORITY

- 5.1.1 Pursuant to Idaho Code §72-1715, the City may conduct drug and alcohol testing of its employees under the provisions of this section, and as otherwise constitutionally permitted.

Section 5.2 PURPOSE AND INTENT

- 5.2.1 As an employer, the City is required to adhere to various federal, state and local laws and regulations regarding alcohol and substance abuse. Additionally, the public has the right to expect that City employees are mentally and physically fit at all times, so as to not endanger themselves or the public.
- 5.2.2 The City also has a vital interest in maintaining safe, healthful and efficient working conditions for its all of its employees and the public. If an employee is under the influence of an illegal substance or alcohol on the job, it presents serious safety and health risks to the employee and to all working with that employee. Therefore, possession, use, or sale of a controlled substance that may alter mental and physical abilities, or the use of alcohol in the workplace presents an unacceptable risk to safe, healthful and efficient City operations.

Section 5.3 EMPLOYEE POSSESSION, USE OR DISTRIBUTION OF ILLEGAL DRUGS

- 5.3.1 Possession, manufacture, distribution, use, purchase of illegal drugs (controlled substances) as defined in Idaho Code, or possession of drug paraphernalia on City property or within a City vehicle is prohibited.
- 5.3.2 Being under the influence of illegal controlled substances while on duty is prohibited.
- 5.3.3 Any employee who pleads guilty to or is convicted of any criminal drug statute shall notify his/her supervisor in writing within five (5) days of either event. Conviction of a violation of a local, state or federal offense involving the use, sale, purchase, transfer, manufacture or possession of an illegal controlled substance in the workplace by any employee shall result in disciplinary action, as provided for herein.

- 5.3.4 When a supervisor has reasonable suspicion to believe that an employee is under the influence of any drug while on duty, the supervisor shall notify the Human Resource Manager. The supervisor should approach the employee in a private setting if possible. If, in the judgment of the supervisor and the Human Resource Manager, the employee's condition is potentially hazardous to the safety of any individual, the supervisor and Human Resource Manager shall arrange for the employee to be relieved of duty, placed on leave with or without pay status, depending on the circumstances, and transported home. The employee shall not be allowed to drive a City vehicle until the employee is reinstated, as provided herein.
- 5.3.5 When a supervisor has reasonable suspicion to believe that an employee is in possession of, selling or transferring an illegal controlled substance(s), the supervisor shall immediately notify the police.

Section 5.4 LEGAL DRUGS AND MEDICATION

- 5.4.1 Employees who may be required to operate vehicles, equipment, or machinery as part of their employment responsibility should exercise extreme caution in the use of medication that may induce drowsiness, dizziness, or other side effects that could impair the employee's ability to function. Employees shall notify their immediate supervisor when required to use prescription or over the counter medicine that could impair their ability to perform job duties and are encouraged to discuss such situations with their supervisor prior to engaging in such work activities. The employee may be temporarily reassigned to other duties if necessary.

Section 5.5 EMPLOYEE USE OF ALCOHOL

- 5.5.1 The City is committed to ensuring that no employee is at work while under the influence of alcohol. Employees are not to report to work or remain at work while having an alcohol concentration of .00 BAC or greater. Employees are prohibited from using or possessing alcohol while they are on duty. Consumption of alcohol in a City facility or on City premises is prohibited unless consumed at an event with an authorized liquor-catering permit issued by the City. Consumption of alcohol in a City vehicle is prohibited and is also a violation of the law.
- 5.5.2 Employee Under The Influence Of Alcohol
- A. If an employee is suspected to be under the influence of alcohol, the supervisor should approach the employee with the suspicion in a private setting if possible. The supervisor shall notify the Human Resource Manager.

- B. If the employee refuses to be tested, the supervisor shall advise the employee that a refusal to take a test will be considered a positive test and will subject the employee to discipline up to, and including, termination. The supervisor will arrange for the employee to be relieved of duty, placed on leave with pay status and transported home. The employee shall not be allowed to drive a City vehicle unless and until the employee is reinstated pursuant to procedures in this policy.

Section 5.6 DRUG AND ALCOHOL TESTING FOR CITY EMPLOYEES

5.6.1 Employees in Safety Sensitive Positions

- A. The City has a compelling interest to protect the safety of its employees and the general public by ensuring that its employees in safety sensitive positions do not operate equipment or perform their job duties where they may injure themselves or the public while under the influence of alcohol or drugs.
- B. Safety Sensitive Position Defined. Safety Sensitive positions include those jobs where the duties involve a greater-than-normal level of trust for, responsibility for, or impact on the health and safety of the employee or others; and
- C. Errors in judgment, inattentive or diminished coordination, dexterity, or composure while performing the duties that could result in mistakes that would endanger the health and safety of the employee or others; and
- D. Employees in Safety Sensitive positions work with such independence that it cannot be safely assumed, which mistakes such as those described in subsection (c), above, could be prevented by a supervisor or another employee.

5.6.2 Employees of the Public Works Department. Employees consisting of the Water Department, Irrigation Department, Sewer Department, Parks Department and Fleet and Maintenance Department are considered Safety Sensitive positions as they are often placed in hazardous situations, such as operating heavy equipment, operating technical equipment and instruments requiring precision, responding to emergencies where broken water, irrigation and sewer lines require that they either are the operator of heavy equipment digging trenches, or they or in the trench repairing broken lines.

5.6.3 Other positions within the City that are determined to be safety sensitive.

5.6.4 Post-offer job applicants.

5.6.5 Employees where there is a reasonable and individualized suspicion of on-duty drug or alcohol use or impairment, including an on the job injury.

- 5.6.6 Employees who are returning to work, where the City has determined that a pre-return-to-work drug test satisfies the requirements of this section.
- 5.6.7 Any employee operating a City vehicle which is involved in a work-related accident will be tested for the use of drugs and alcohol as soon as possible after the accident but no later than two (2) hours in the case of alcohol and no later than thirty-two (32) hours in the case of illegal drugs. Examples of conditions that will require a City employee operating a City vehicle to take a drug and/or alcohol test include, but are not limited to, accidents that are caused by a vehicle operator that result in:
- A. a fatality; or
 - B. injury to another person; or
 - C. injury to the operator of the City vehicle, unless the Police Department determines that there is no reasonable cause to test the driver; or damage to property owned by the City or by a third party that may reasonably be estimated to exceed \$1,000.00.
 - D. A covered employee must remain readily available for post-accident drug and alcohol testing, and notify the Human Resource Manager of his/her location if he/she leaves the scene of an accident prior to submission to these tests.
 - E. Failure to remain readily available for post-accident testing constitutes a refusal to test.
 - F. Post-accident testing may be delayed while the covered employee assists in the resolution of the accident or receives medical attention following the accident.
 - G. If the employee is unable to voluntarily submit to post-accident drug and alcohol tests (i.e. employee is unconscious, hospitalized, incarcerated, or dead), the City may accept test results of local law enforcement officers. Such test results will only be accepted if the test results are obtained consistent with state and local law.
 - H. An employee required to take a post-accident drug and alcohol test will be transported to the collection site. The employee must provide a urine and breath sample unless it is determined by a medical examination that the employee is medically unable to provide the required samples. Following the test, the employee will be placed on administrative leave pending receipt of the test results.

- I. An employee who is seriously injured and cannot provide a specimen for testing will be required to authorize the release of all medical records or other documentation that would indicate whether drugs or alcohol were present in his/her system at the time of the accident. Any employee required to be tested under this Section must remain readily available for such testing and that employee may not consume alcohol within eight (8) hours of the accident.
 - J. If management determines that an employee's accident was caused by the actions of another and that there were no unsafe actions on the part of the injured employee, the City reserves the right to waive post-accident testing of the injured employee.
- 5.6.8 Current City employees who are transferring to a safety sensitive position.
- 5.6.9 Applicants for safety-sensitive positions, or current employees seeking to transfer to a safety-sensitive position, who refuse to submit to a pre-employment drug test; are unable to produce the required specimen volume without a medically valid reason; attempt to alter, taint, or otherwise provide a false sample; or who test positive, may not be hired or transferred into a safety-sensitive position. Moreover, such applicants will be provided a list of Substance Abuse Professionals for self-referral.
- 5.6.10 Applicants, or covered employees, selected for hire or transfer into a safety-sensitive position that have been found to have previously failed an employment-related drug or alcohol test, must present proof of having successively completed a referral, evaluation, and treatment plan before performing the duties of a safety-sensitive position.
- 5.6.11 A covered employee or applicant who has not performed a safety-sensitive function for ninety (90) consecutive calendar days, and is not in the random selection pool, shall be required to take a pre-employment drug test and attain a verified negative result.
- 5.6.12 Applicants, or covered employees, who have sustained a "cancelled test" on a pre-employment drug test, will be required to retest before performing a safety-sensitive function.
- 5.6.13 An applicant with a diluted negative test result will be required to retest prior to beginning work.
- 5.6.14 Return-to-Work Testing. ~~Any Employees~~ who has~~ve~~ tested positive for illegal drugs or alcohol, and, in order to maintain employment, ~~will be have been~~ given the opportunity to successfully complete a prescribed treatment program under the direction of a Substance Abuse Professional~~-. The eEmployee~~ will be required to take a return-to-duty drug and/or alcohol test at the employee's own expense. ~~Any Covered employees~~ may ~~be returned to a safety sensitive position duty~~ only upon verification of a negative test result.

Section 5.7 REQUIREMENT FOR SAMPLE COLLECTION AND TESTING SPECIMEN COLLECTION PROCEDURES

- 5.7.1 All sample collection and testing for drugs and alcohol shall be performed in accordance with the following conditions:
- A. Testing shall take place at collection sites designated by the City;
 - B. The collection of the two (2) samples shall be performed under reasonable and sanitary conditions;
 - C. The City or City's agent who is responsible for collecting the sample shall have received training as to the proper methods of collection;
 - D. Samples shall be collected and tested with due regard to the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
 - E. Sample collection shall be documented and the documentation procedures shall include:
 - 1. Labeling of samples so as reasonably to preclude the possibility of misidentification of the person tested in relation to the test result provided; and
 - 2. Handling of samples in accordance with reasonable chain-of-custody and confidentiality procedures;
 - 3. Sample collection, storage and transportation to the place of testing shall be performed so as reasonably to preclude the possibility of sample contamination and/or adulteration;
 - 4. Sample testing shall conform to scientifically accepted analytical methods and procedures;
 - 5. Drug testing shall include a confirmatory test before the result of any test can be used as a basis for action by an employer under Idaho Code §§[72-1707](#) and [72-1708](#). A confirmatory test refers to the mandatory second or additional test of the same sample that is conducted by a laboratory utilizing a chromatographic technique such as gas chromatography-mass spectrometry or another comparable reliable analytical method;
 - F. Alcohol testing shall be conducted using an approved evidentiary breath testing device operated by a trained breath alcohol technician. There will be two reviewable levels for alcohol concentration. Any employee who tests with a BAC above .00, will not be allowed to work for at least twenty-four (24) hours and shall be re-tested prior to returning to work. Any employee who tests positive for alcohol will be subject to a disciplinary action.

- G. Positive alcohol tests resulting from the use of an initial screen saliva test, must include a confirmatory test that utilizes a different testing methodology meant to demonstrate a higher degree of reliability;
- H. Positive alcohol tests resulting from the use of a breath test must include a confirmatory breath test conducted no earlier than fifteen (15) minutes after the initial test; or the use of any other confirmatory test meant to demonstrate a higher degree of reliability, such as a blood test.
- I. If the employee is suspected of being under the influence of alcohol or drugs, the employee's supervisor shall contact the Human Resource Manager for arrangements to transport the employee to the designated testing location. In no circumstance, shall the employee be directed to drive to the testing location.

Section 5.8 SUBSTANCES TESTED:

- 5.8.1 Alcohol. Employees subject to alcohol testing may have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. Alcohol testing must be accomplished just before a covered employee performs safety-sensitive duties, during the performance of safety-sensitive duties, or just after completing safety-sensitive duties.
- 5.8.2 Drugs. Employees subject to drug testing will have a sample of their urine tested for the presence of the drugs including the following five (5) drugs: Marijuana, Cocaine, Phencyclidine (PCP), Opiates, and Amphetamines.

Section 5.9 ADULTERATION OR SUBMISSION OF A CONCEALED SPECIMEN

- 5.9.1 All tests will be directly observed by a monitor. If, during the collection procedure, the collection monitor detects an effort by a prospective or current employee to adulterate or substitute a specimen, a second specimen will be requested. The second specimen will be tested. If the request for a second specimen is refused, the collection monitor will inform the City of the prospective or current employee's refusal to submit a second specimen. Such conduct by a prospective or current employee will be considered a positive test. In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the City will advise the employee of that finding and request that the employee shall immediately submit a second specimen. If the prospective or current employee refuses, the refusal shall be determined to be a positive test, as provided for in Section 5.9.

Section 5.10 TEST RESULT NOTIFICATION

- A. All drug test results will be forwarded to the City Attorney/Human Resource Manager. The prospective or current employee will be offered an opportunity to personally discuss the positive drug test with the City Attorney/Human Resource Manager. The employee's supervisor shall be notified.
- B. Any employee who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If the proper use of the prescription drug is verified, the employee's test result will be reported as negative.

Section 5.11 RANDOM TESTING

- 5.11.1 The City will maintain a listing of all the safety sensitive position employees who are subject to both random drug and alcohol testing.
- 5.11.2 Random tests will be unannounced and conducted on all days and hours during which safety-sensitive functions are performed.
- 5.11.3 A computer-based random number generator, which is a scientifically valid method, is used for random selection. During each calendar year, drug and alcohol tests will be administered to all covered employees on a continuous, random selection basis. Each covered employee shall have an equal chance of being selected every time selections are made.
- 5.11.4 Random alcohol tests may only be administered just before, during, or immediately following completion of a safety-sensitive function. Random drug tests can be administered anytime while on duty.
- 5.11.5 Employees selected for random drug and alcohol testing shall be notified on the date of the test and either transported to the collection site or notified to proceed to the test site immediately where they will be required to provide a urine and/or breath sample.

Section 5.12 REASONABLE SUSPICION TESTS

- 5.12.1 The City will require an employee to be tested for the use of alcohol, illegal drugs, or the use of prescription medication if an employee's physical appearance or pattern of behavior gives City officials reason to believe the employee is impaired because of substance abuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse.

- 5.12.2 If that impairment would compromise the employee's ability to perform his/her assigned job tasks and would endanger his/her well-being or the safety of fellow employees or the general public, that employee will temporarily be relieved of his/her duties.
- 5.12.3 A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. Employees will be transported to the collection site and will be required to provide a urine and/or breath sample. Following completion of the test(s), the employee will be placed on administrative leave pending the results of the test.
- 5.12.4 A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Human Resources Manager and shall be attached to the forms reporting the test results.
- 5.12.5 When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to the substance abuse professional for an assessment. The employee shall be placed on administrative leave in accordance with the provisions of this policy.

Section 5.13 REFUSAL OF TESTING

- 5.13.1 An employee may refuse to take a drug and/or alcohol test when requested to do so consistent with the terms of this policy. Such a refusal will be considered equivalent to testing positive for illegal drugs or alcohol. An employee will be considered as refusing to test if he/she expressly refuses to take a test, or otherwise fails to provide an adequate breath or urine sample without a valid medical explanation. Deliberately obstructing the testing process will be considered a refusal to take a test.

Section 5.14 CONSEQUENCES FOR POSITIVE DRUG OR ALCOHOL TEST

- 5.14.1 A prospective employee who tests positive for illegal drugs will not be offered employment. If the employee has accepted the position under a condition that he/she take the drug, the conditional employment shall be rescinded. Any current employee who tests positive for illegal drugs or alcohol may be allowed to continue working for the City subject to the terms and conditions of the City's Personnel Policy.
- 5.14.2 Employees who have a confirmed positive drug and/or alcohol test will be immediately removed from their safety-sensitive positions and placed on leave-without-pay status.

- 5.14.3 An employee who tests positive for illegal drugs or alcohol, and who is allowed to continue to work for the City must first consult with a Substance Abuse Professional to determine if he/she is drug/alcohol dependent. If it is determined that he/she is not drug/alcohol dependent he/she may return to work after he/she takes and passes a drug/alcohol test at his/her expense and completes any counseling or educational programs recommended by the substance abuse professional. Thereafter, that employee will be subject to at least six (6) random drug or alcohol tests during the ensuing twelve (12) month period.
- 5.14.4 The City will evaluate on a case-by-case basis whether or not an employee will be given the opportunity for rehabilitation and retention.

Section 5.15 RIGHT OF EMPLOYEE OR PROSPECTIVE EMPLOYEE TO EXPLAIN POSITIVE TEST RESULT AND REQUEST FOR RETEST

- 5.15.1 Any employee or prospective employee who tests positive for drugs or alcohol must be given written notice of that test result, including the type of substance involved, by the employer. The employee must be given an opportunity to discuss and explain the positive test result with a medical review officer or other qualified person.
- 5.15.2 Any employee or prospective employee who has a positive test result may request that the same sample be retested by a mutually agreed upon laboratory. A request for retest must be done within seven (7) working days from the date of the first confirmed positive test notification and may be paid for by the employee or prospective employee requesting the test. If the retest results in a negative test outcome, the employer will reimburse the cost of the retest, compensate the employee for his time if suspended without pay, or if terminated solely because of the positive test, the employee shall be reinstated with back pay.

Section 5.16 EMPLOYEE NOTIFICATION REQUIREMENTS.

- 5.16.1 Each covered (i.e. safety sensitive) employee is:
- 5.16.2 Required to notify his/her supervisor of any moving violation involving drugs or alcohol, occurring on or off the job;
- 5.16.3 Who is required to drive as part of his/her assigned duties or job specifications, to report to his/her supervisor any restrictions imposed by law on his/her driving privileges due to drug or alcohol use;
- 5.16.4 The Supervisor and the Human Resource Manager will evaluate retention of employees who are unable to perform their assigned duties due to loss of driving privileges on a case-by-case basis.
- 5.16.5 Required to report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a risk to the safety and welfare of others;

- 5.16.6 Required to inform his/her supervisor of any use of legal or illegal drugs, including prescription medication, which may impair on-the-job performance prior to commencing a safety-sensitive function;
- 5.16.7 Required to inform his/her physician of this policy when being prescribed medication(s), and is responsible for using medically authorized drugs, or over-the-counter medication, in a manner which will not adversely affect his/her ability to perform safety-sensitive duties safely, effectively, and responsibly. Employees are encouraged to provide a “release to work” note from the prescribing physician before performing safety-sensitive functions;
- 5.16.8 An employee who is involved in a work-related accident requiring medical attention shall inform his/her supervisor of the accident as soon as possible.

Section 5.17 FOLLOW-UP TESTING.

- 5.17.1 Employees allowed to resume their safety-sensitive function, after successfully completing a prescribed treatment program, will be required to submit to a minimum of six (6) follow-up drug and/or alcohol tests during the first twelve (12) months following the employee’s return to work. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the substance abuse professional reflecting the substance abuse professional’s assessment of the employee’s unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up drug and/or alcohol tests recommended by the substance abuse professional shall be in addition to any random, post-accident, reasonable suspicion, and return-to-duty tests the employee may experience, and may continue for up to sixty (60) months. The Human Resources Manager shall be responsible for maintaining all records relating to the substance abuse professional’s recommendations and will assure that all required follow-up tests are conducted.

Section 5.18 SELF-REFERRAL

- 5.18.1 The City recognizes that alcoholism and drug abuse are diseases that should be treated as any other health problem. Further, it is the City’s desire to help any employee who has a substance abuse problem to resolve that problem before they are found in violation of this policy. All employees of the City who consider themselves drug or alcohol dependent and who voluntarily identify themselves as such will be encouraged to obtain an evaluation by a substance abuse counselor and to seek treatment as recommended by the counselor. The City will provide informational assistance in locating professional substance abuse counseling to any employee who requests it. Requests for this assistance will be treated confidentially and the employee will be directed to professional organizations that can provide in-patient, outpatient and post-treatment care.

5.18.2 Employees who demonstrate successful progress or completion of a recommended course of treatment may return to work after taking and passing a drug and/or alcohol test. Any employee returning to work after treatment will be expected to comply with all aspects of this drug/alcohol testing policy. A request for rehabilitation may not be made in order to avoid the consequence of a positive drug result or to avoid taking a drug test when requested to do so under the terms of this policy, including any disciplinary action being taken by the City.

5.18.3 Employees who voluntarily seek assistance in treating a problem associated with drug and/or alcohol misuse will be afforded the same consideration as any other employee undergoing an illness.

~~Section 5.19~~ 5.18.4 Employees who wait to volunteer for treatment until after they are notified of a scheduled drug or alcohol test, or until a positive test result, will be subject to the same penalties as any other “positive” test result.

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~~Section 5.20~~ Section 5.19 TERMINATION.

~~5.20.1~~ 5.19.1 Covered employees may be terminated if the employee:

- A. Uses, sells, possess, purchases, manufactures, or distributes alcoholic beverages, illegal or controlled substances, or other performance impairing substances, while on duty, or on City property;
- B. A confirmed positive drug test or a positive alcohol test;
- C. Consumes alcohol following an accident and before completing a post-accident alcohol and/or drug test;
- D. Refuses to submit to a drug and/or alcohol test when directed by the City to do so;
- E. Alters, substitutes, tampers, or attempts to tamper with a drug or alcohol test;
- F. The employee's submission of a sample that is not his or her own.
- G. Tests positive for drugs and/or alcohol following an accident resulting in death, serious injury, or extensive property damage;
- H. Tests positive for drugs and/or alcohol and events surrounding the test(s) preclude rehabilitation and retention;
- I. Tests positive for drugs or alcohol during his/her “trial” period; or, as a result of a “return-to-duty” or “follow-up” drug or alcohol test;
- J. Fails to notify his/her supervisor of the use of legal or illegal drugs, including prescription medication, that may impair on-the-job performance;
- K. Fails to notify his/her supervisor of a citation or conviction under a criminal drug statute within five (5) calendar days of incurring the citation or conviction; or,

- L. Fails to notify his/her supervisor of any moving violation involving drugs or alcohol, occurring on or off the job, causing loss of driver's license.

~~Section 5.21~~ Section 5.20 REHABILITATION AND RETENTION

~~5.21.1~~ 5.20.1 Current covered employees, who test positive for drugs or alcohol from random, post-accident and reasonable suspicion tests and are not subject to the conditions for termination and will be provided an opportunity for rehabilitation and conditional retention of employment if they agree to the following:

- A. Submit to an evaluation by an approved substance abuse professional; and,
- B. Actively participate in a prescribed treatment or rehabilitation program; and,
- C. Sign a Return-to-Work Agreement; and,
- D. Test negative on a return-to-work drug and/or alcohol test; and,
- E. Undergo unannounced follow-up drug and/or alcohol tests, as recommended by the substance abuse professional, with a minimum of six (6) tests during the first year in addition to any random tests that may be required; and,
- F. Follow any specified after care requirements; and,
- G. Understand that failure to abide by the return-to-work agreement, and/or a subsequent positive drug or alcohol test will result in immediate termination.

~~Section 5.22~~ Section 5.21 CONFIDENTIALITY. The City will strictly adhere to all standards of confidentiality and assures all employees that testing records and results will only be released to those authorized to receive such information. Specifically, authorized personnel include:

~~5.22.1~~ 5.21.1 The employee, if requested in writing;

~~5.22.2~~ 5.21.2 The employer;

~~5.22.3~~ 5.21.3 Decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee;

~~5.22.4~~ 5.21.4 Subsequent employers, if requested in writing by the employee; or other identified individuals or agencies, if requested in writing by the employee.

~~Section 5.23~~ Section 5.22 PROCEDURES FOR MANAGEMENT, SUPERVISORS AND EMPLOYEES

5.23.15.22.1 When a supervisor has reasonable suspicion to believe that an employee is in violation of this policy, the supervisor shall immediately notify the Human Resources Manager to determine further action. If an employee believes another employee is under the influence of an illegal or prescription drug or alcohol while on duty, he/she shall discuss the matter with his/her immediate supervisor. It shall be the supervisor's responsibility to take appropriate action.

5.23.25.22.2 If evidence exists that would lead another employee or supervisor to reasonably believe that an employee is under the influence of an illegal or prescription drug or alcohol while on duty, or such are in the employee's possession while on duty, immediate action is required. When such evidence exists, the City will require the employee to undergo a drug or alcohol test consistent with the conditions set forth in this policy.

5.23.35.22.3 Any Supervisor/Manager who knowingly disregards the requirements of this policy may be subject to disciplinary action, up to and including termination.

CHAPTER 6. ELECTRONIC USE POLICY

Section 6.1 The proper stewardship of City resources is a responsibility that all City officials and employees share. Accordingly, except as provided below, City employees may not use City resources for personal benefit or gain or for the benefit or gain of other individuals or outside organizations. Responsibility and accountability for the appropriate use of City resources ultimately rests with the individual City official or City employee, or with the City official or City employee who authorizes such use. City officials and employees should ensure that any personal use of City resources permitted by this policy is the most efficient in terms of overall time and resources. ~~The City may require that individuals sign written acknowledgement of all or part of this policy as a condition of employment and/or prior to use of these resources.~~

Section 6.2 DEFINITIONS

“City Officials” include all elected officials and all Department heads.

“City Resources” include electronic and communications equipment, software, and systems, including, but not limited to: computers, computer networks, software, copiers, scanners, printers, other computer peripherals, telephones, fax machines, cellular phones, radios, applications such as the Internet, email, office systems, and other equipment or other property or resources under the official’s or employee’s official control or direction or in his or her custody or to which he or she has access.

Section 6.3 DIRECTIVES

- 6.3.1 The City's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City resource for illegal activity is grounds for immediate suspension. Likewise, the City will cooperate with any legitimate law enforcement agency investigating any illegal activity while using City resources.
- 6.3.2 Software or files downloaded via the Internet into the City's network become the property of City. Any such files or software may be used only in ways that are consistent with their licenses and/or copyrights.
- 6.3.3 The City has installed a variety of security systems to assure the safety and security of its network. Any user who attempts to disable, defeat, or circumvent any security facility may be subject to disciplinary action.

Section 6.4 OVERSIGHT OF THE CITY'S INFORMATION AND COMMUNICATION SYSTEMS

- 6.4.1 The Mayor shall designate an employee or department who shall be responsible for the oversight and maintenance of the City's information and communication systems. The responsibility includes, but is not limited to:
- A. Overseeing the performance of the City's independent contractor who maintains and supports the City's information and communication systems ("independent contractor");
 - B. Overseeing the independent contractor to ensure the proper maintenance and repair of the City's computers and servers;
 - C. Ensuring that the City's telecommunication system is properly maintained;
 - D. In consultation with the City's independent contractor, assisting in the planning and implementation of computer systems used by the City;
 - E. In consultation with the City's independent contractor, assisting in determining the City's computer needs and in planning new automated systems that will meet the City's objectives and comply with legal requirements and changes affecting department services;
 - F. Acting as the City's liaison between staff and the independent contractor when technical support, troubleshooting, repair, or advice regarding the City's information and communications systems is needed;
 - G. Coordinating the implementation of new systems and the adoption of new or modified computer equipment and programs;
 - H. Arranging for the maintenance and repair of computer equipment;
 - I. Tracking all maintenance contracts regarding computer equipment;

- J. Maintaining and updating a written inventory of any software products purchased by the City;
- K. Maintaining and updating a written inventory of any hardware products purchased by the City;
- L. Conducting annual physical inventory of equipment and preparing inventory records and reports;
- M. Responding to inquiries and complaints regarding services provided; assures that appropriate information is provided and problems are resolved; and
- N. Ensuring the internal and external security of the City's computer system.

Section 6.5 GENERAL PROVISIONS

6.5.1 Prohibition Against Use of City Resources for Personal Use.

6.5.2 Except as provided below, No City Official or City employee may use City resources for personal benefit or gain of the official, employee, or any other person. Except as provided in this policy, a City Official or employee may not make private use of City resources and then reimburse the City so there is no actual cost to the City.

6.5.3 Limited Exceptions to Prohibition Against Personal Use.

- A. The prohibition set forth in Section 6.5 et seq. does not apply to the use of City resources to benefit another person if such use is consistent with the official or employee's official duties. Notwithstanding the prohibition against use of City resources for personal benefit set forth in this policy, a City Official or employee may make occasional but limited use of City resources if the following conditions are met:
 - B. There is little or no cost to the City;
 - C. Any use is brief;
 - D. Any use occurs infrequently;
 - E. Any use of City resources does not interfere with the performance of the official or employee's duties, and does not obligate other employees to use City resources;
 - F. Any use does not disrupt or distract from the conduct of City business, including volume or frequency; and
 - G. The use does not compromise the security or integrity of City information or software.
 - H. Examples of "occasional but limited use."

1. Use of the email (or phone) during breaks to confirm that children have arrived home safely from school, confirming appointments with health care providers;
 2. Use of the Internet during breaks, as long as such use does not interfere with official duties, pose a security risk, or consume excessive resources.
- 6.5.4 A City Official may authorize personal use of City resources if he/she determines that such use promotes organizational effectiveness or enhances the job-related skills of the City Official or employee using such resources.
- 6.5.5 City resources may be used if the use is to support, promote, or solicit for an outside charitable or community-based organization or group if the use of City resources is de minimis.
- 6.5.6 The City may designate bulletin boards, either electronic or physical, which are authorized for personal use.
- 6.5.7 Absolute Prohibition
- A. Any use for the purpose of conducting an outside business of the City Official, employee, or a relative or acquaintance of the Official or employee.
 - B. Any campaign or political use, unless such use has been determined not to be a violation of state or federal law.
 - C. Commercial uses such as advertising or selling, whether for personal or business purposes, other than authorized charitable or community-based promotions as designated in this policy.
 - D. Any use for private benefit or gain, including use of City contracts with vendors for the purchase of goods or services.
 - E. Any illegal activity, including any use of the Internet, software, or any other property or resource that violates copyright laws.
 - F. City Officials and City employees may not play games on a City-owned computer, even if the game was preloaded on the computer as part of the manufacturer's operating system. Downloaded and interactive games have the potential to undermine the security of City information and systems.
- 6.5.8 No Expectation of Privacy.

- A. The City reserves the right to monitor the activities of all City Officials' and employees' City computers, email, Internet, fax, cell phones, and other electronic and communications systems. Users shall have no expectation of privacy when using City resources. Such records may be subject to disclosure under the Public Records Act as codified or hereinafter amended or may be disclosed for audit or other legitimate City operational or management purposes. Any records created while conducting City business using personally owned communications devices may also be subject to disclosure.

6.5.9 Violations – Penalty.

- A. In order to safeguard City resources, violators of this policy may be subject to disciplinary action. Violations of this policy will be handled in accordance with the City's established disciplinary procedures. The City may temporarily suspend, block or restrict access to computing resources and accounts, independent of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, confidentiality, or availability of City computing and network resources, or to protect the City from liability.

6.5.10 The City reserves the right to pursue appropriate legal actions to recover any financial losses suffered as a result of violations of this policy.

Section 6.6 SPECIAL PROVISIONS REGARDING COMPUTER ACCOUNTS

6.6.1 Security.

- A. Users are responsible for the security of electronically stored information (data) to which accounts assigned to the user have been given permission to use. All users given permission to access data must act in a manner to protect said data from loss, unauthorized alteration, and unauthorized use.

6.6.2 Assignment of Computer Accounts

- A. Computer accounts are assigned to individual City Officials and City employees for their exclusive use.
- B. City Officials and City employees may set their individual passwords. Passwords are considered secret and shall not be shared with other employees. Access to the City resources shall not be denied to the appropriate City Official or City employee. Upon termination of employment, all passwords shall be given to the Department head.
- C. Users are responsible for all activities conducted with accounts assigned to them. City Officials and City employees must keep passwords secret. Each user is responsible to maintain the secrecy of the passwords for accounts assigned to him/her.

6.6.3 Access Control

- A. User account and passwords are used to control access to City data resources based on an individual employee's need to access specific data. Users are responsible for data accessed, transmitted, copied, deleted, etc. to or from their computer account.
- B. To prevent unauthorized use, all users should power down at the end of each shift, and log off before leaving said computers or systems unattended.
- C. Data will not be copied or transmitted without the same access restrictions as those placed on the original data. This provision is not intended to restrict distribution of data resulting from public disclosure requests or the authorized release of information by the City.
- D. The independent contractor and other authorized individuals may, by nature of assigned duties and in support of authorized activities, be exempt from any or all of these provisions regarding computer accounts.

Section 6.7 SPECIAL PROVISIONS REGARDING ELECTRONIC MAIL

6.7.1 Electronic mail is an integral part of the City's communications. It is the policy of the City to encourage the responsible use of electronic mail whether internally or externally generated or viewed. This policy is meant to make all users aware of the risks associated with using electronic mail and to inform them of City's policy regarding such use. This policy applies to the electronic version of the messages and any paper or printed copies of the messages.

6.7.2 Right of Inspection

- A. The electronic mail system is intended for business purposes. Electronic mail communications constitute public records, subject to certain exceptions, and the City has the right to access or monitor messages for work-related purposes, security, or to respond to public record requests. All messages should be composed with the expectation that they are public.
- B. Users shall have no expectation of privacy in email messages, whether they are business related or an allowed personal use as provided herein. Use of electronic mail shall be considered consent to City Officials, managers, and other employees to inspect, use, or disclose any electronic mail or other electronic communications and/or data without further notice.

6.7.3 Prohibition of Inappropriate Message Content.

- A. Electronic mail should be businesslike, courteous, and civil. All the City's policies, including policies prohibiting discrimination and sexual harassment, shall apply to use of email. Email shall not be used for the expression of unlawful or discriminatory ill will or bias against individuals or groups, offensive material such as obscenity, vulgarity, or profanity, or other non-businesslike material. Sexually explicit material, cursing, and name-calling are expressly prohibited.

6.7.4 Forwarding of Electronic Mail

- A. A user forwarding a message, which originates from someone else, may not make changes to that message without clearly disclosing the exact nature of the changes and the identity of the person who made the changes.

- 6.7.5 Messages received from the City Attorney, or private attorneys acting on behalf of the City, its officers or employees, may be privileged communications and therefore, confidential, and these messages shall not be forwarded to non-City persons without the prior approval of the author.

6.7.6 Mis-delivered Messages

- A. If an electronic mail message comes to a user by mistake, the user should stop reading as soon as they realize the message was not meant for them and notify the sender or system administrator immediately.

Section 6.8 USER'S RESPONSIBILITY FOR SECURITY

- 6.8.1 Users are responsible for the security of their electronic mail account password and any electronic mail that is sent via a user account. To protect a user account against unauthorized use, the following precautions should be taken: Log off from, or lock access to, the City computer before leaving it unattended. If user id logon is left open, and someone else uses it, it will appear as if user sent the message and user will be held accountable.
- 6.8.2 Do not give out passwords. Users are responsible for messages sent via user account. Correspondingly, do not use or tamper with someone else's account without his/her knowledge and consent. Unauthorized use of an electronic mail account is in violation of this policy.

Section 6.9 USE OF NON-CITY EMAIL ACCOUNTS

- 6.9.1 Non-City email accounts (like AOL, MSN, Yahoo!, Gmail, Hotmail, etc.) should not be used to conduct City business unless approved in advance by the Mayor. Likewise, a non-City email account may not be linked to a City email account. All City Officials and all City employees are issued City email accounts.

Section 6.10 TRANSMISSION OF CONFIDENTIAL INFORMATION

- 6.10.1 Confidential material must not be sent via electronic mail. Electronic mail messages may be intercepted, viewed, and used for non-approved purposes, especially when corresponding via the Internet, a medium over which the City has no control.

Section 6.11 SPECIAL PROVISIONS REGARDING INTERNET WEB SITE ACCESS

- 6.11.1 The City encourages effective and efficient use of all City equipment for completion of City business. This includes use of the Internet for City employees to provide information to City residents, businesses, and other governmental agencies to search for information, and for information exchange.

Section 6.12 CERTAIN USE OF INTERNET PROHIBITED

- 6.12.1 The following are specific examples of prohibited activities/access. This policy applies to use of any Internet or Intranet access system including but not limited to the City's network, the City's wireless access system (while on duty and/or using City-owned equipment), specific accounts set up at remote sites, or other City-owned or funded access. The City reserves the right to discipline and to remove Internet access for any employee for violation of this policy.
- A. Use of City equipment to access pornographic web sites is prohibited at all times.
 - B. Use of the City's Internet access to access social media web sites (MySpace, Facebook, Twitter, etc.) is expressly prohibited, except by personnel in the conduct of their official duties.

Section 6.13 MONITORING AND REPORTING OF INTERNET USE

- 6.13.1 It is the responsibility of City Officials to monitor and audit Internet web use within their department. Because there is the potential for employee abuse of the system, the City may monitor and record user access to Internet sites and provide the Mayor or City Council with information that can be used to track access to all Internet sites as required or requested to enforce City or department policy.

Section 6.14 DOWNLOADING FILES

- 6.14.1 The possibility of downloading a file with a computer virus is great and care must be taken not to contaminate any computers in the City. Files copied from an Internet site, or any other outside source, must be scanned by virus checking software prior to being used on a City computer. The independent contractor shall make options available for virus checking of copied files.

Section 6.15 UPDATING INFORMATION ON THE CITY'S WEBSITE

- 6.15.1 The City designates the City Clerk's Department or its designee, as the department responsible for ensuring that the information on the City's website is accurate and up to date.
- 6.15.2 The Clerk has developed guidelines on how to submit information to the City Clerk for inclusion on the City's website. Except as provided in these guidelines, no other employee of the City has authority to add or delete information on the City's website.

Section 6.16 REMOTE ACCESS TO CITY SYSTEMS

- 6.16.1 Remote access to certain City systems, applications, and data is maintained for selected employees. City remote access systems require a high level of application and user maintenance as well as monitoring. In addition, they significantly increase the security risks associated with outside access to applications and data. Remote access systems are therefore restricted only to those City Officials and employees who show a demonstrated necessity to access data or applications while away from City facilities and ONLY for City business. Remote access will not be granted for convenience. Users who do not utilize remote access systems may be removed as users. Use of remote access for other than official business will result in immediate removal as a user and, if appropriate, disciplinary action.
- 6.16.2 Authorization Required
- 6.16.3 Prior to use by any City Official or employee, the appropriate City Official must submit a written request stating what business necessity exists requiring the potential user to utilize remote access. Permission will be based on demonstrated need and subject to the criteria listed below.
- 6.16.4 City Officials, managers, and supervisors must be aware that providing remote access to City systems has the potential to result in overtime payments. Time spent accessing data or email remotely is considered compensated time for employees subject to FLSA rules. City Officials and employees are required to comply with the City's overtime policies.

Section 6.17 SPECIAL PROVISIONS REGARDING CELLULAR TELEPHONES/SMARTPHONES

- 6.17.1 The effective management and application of Information Systems (including cellular telephones and smartphones) improves the quality of service delivered to the citizens of the City, the productivity of the City workforce, and the general cost effectiveness of the City operation. The City's use of cellular telephones and smartphones is increasing as employees are asked to do more with less. Cellular and smartphone technology provides assistance with disaster recovery, and offers portable alternatives for immediate communication, enabling time and distance to be managed more effectively. Violation of the City policy on cellular phone and smartphone use is considered a serious offense.

- 6.17.2 City Departments shall acquire and use cellular phones in accordance with this Section and the City Cellphone Policy at Section 18.1. The purpose of this section is to ensure that employees use cellular phones in the most expeditious manner and to provide guidelines in the acquisition and use of such equipment.
- 6.17.3 The purchase and/or installation of cellular phones must be approved by a City Official. Prior to purchase, the City Official must responsibly ensure that sufficient funds are budgeted for the purchase and monthly operational costs associated with a cellular phone.
- 6.17.4 Employees shall use City-owned cellular phones for City business as authorized by the City Official. Employees shall not use cellular phones in lieu of more cost-effective, practical and available means of communication.
- 6.17.5 Employees may use City-owned cellular phones for personal reasons only in an emergency. In such event, the employee shall reimburse the City for the cellular phone charge incurred.
- 6.17.6 City Official's shall routinely examine cellular phone billing summaries to ensure that employees are using City-owned cellular phones for City business only.

CHAPTER 7. VEHICLE USE POLICY

Section 7.1 CITY OWNED VEHICLES

- 7.1.1 It is the policy of the City that certain positions require employee access to City Owned Vehicles, either during the work shift or on a 24-hour on-call basis. City Owned Vehicles are not personal vehicles and are not for personal use.
- 7.1.2 City Owned Vehicles should be viewed as belonging to the citizens and are assigned solely for purposes consistent with providing services to those citizens.

Section 7.2 ASSIGNMENT OF CITY OWNED VEHICLES

- 7.2.1 The assignment of City Owned Vehicles during work time is based upon job description. Department heads who have City Owned Vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function.
- 7.2.2 Assignment of City Owned Vehicles for 24 Hour Use (Vehicle Use Approved for Commuting Purposes).
 - A. The assignment of vehicles for 24 hour use will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions.
 - B. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:
 - 1. Officially designated on-call status;
 - 2. Requirement for frequent emergency availability;
 - 3. Emergency or other equipment contained in the vehicle.
- 7.2.3 Vehicle use is limited to travel to and from the employee's residence and place of work. The vehicle should be driven via the most direct route. The vehicle should not be utilized for travel outside a direct commuting route for personal reasons.
- 7.2.4 Employees assigned City Owned Vehicles on a 24 hour basis will be given a copy of this policy and will be required to sign a confirmation of receipt.
- 7.2.5 General Rules Governing City Owned Vehicle Use
 - A. City Owned Vehicles may only be used for legitimate City business.

- B. City Owned Vehicles will not be used to transport any individual who is not directly or indirectly related to City business. Passengers shall be limited to City employees and individuals who are directly associated with City work activity (committee members, consultants, contractors, etc.). Family members shall not be transported in City Owned Vehicles. An exception shall be a person is in need of medical care and needs to be transported to an emergency facility for care when an ambulance is not available.
- C. Vehicles should contain only those items for which the vehicle is designed. The City shall not be liable for the loss or damage of any personal property transported in the vehicle.
- D. Employees are expected to keep City Owned Vehicles clean, and to report any malfunction or damage to their supervisors immediately.
- E. Employees assigned vehicles for commuting purposes are expected to park such vehicles in safe locations. All City property stored in the vehicle shall be secured. The Employee shall be responsible for any theft out of the City vehicle while it is parked at the Employee's residence.
- F. Comply with the City's tobacco use policy, as provided for in Section 4.3.
- G. Comply with the City's cellphone use policy, as provided for in Section 18.1.
- H. Employees and passengers must wear their seatbelts in vehicles so equipped during the operation of the vehicle.
- I. Employees may not operate City Owned Vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications that may interfere with effective and safe operation.
- J. Employees who operate City Owned Vehicles must have a valid driver's license issued by the State of their current residence. Employees shall comply with Idaho law in obtaining an Idaho driver's license.
- K. Employees driving City Owned Vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
- L. Employees will be reimbursed for parking fees.
- M. Employees who incur parking or other fines in City Owned Vehicles will generally be personally responsible for payment of such fines.
- N. Employees who are issued citations for any offense while using a City Owned Vehicle must notify their supervisor/Department head immediately when practicable, but in no case later than 24 hours. Failure to provide such notice will be grounds for disciplinary action.

- O. An employee who is assigned a City Owned Vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of their driver's license, whether in his/her personal vehicle or in a City Owned Vehicle, must notify his or her supervisor/department head immediately when practicable, but in no case later than 24 hours. Conviction for such an offense may be grounds for loss of City Owned Vehicle privileges and/or further disciplinary action up to an including termination.
- P. No employee may use a City Owned Vehicle for out of state use without advance approval from the City.

Section 7.3 SPECIAL CIRCUMSTANCES

- 7.3.1 This policy is intended to provide a basic framework governing the use of personal and City Owned Vehicles, and, as such, cannot contain procedures governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the City Human Resources Department who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

Section 7.4 SANCTIONS

- 7.4.1 Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of City vehicle privileges, suspension, and/or termination from City service.

Section 7.5 PERSONAL VEHICLE EXPENSE REIMBURSEMENT

- 7.5.1 It is the policy of the City to reimburse employees for reasonable expenses that they incur as a result of the use of their personal vehicle on behalf of the City. Receipts and the Employee Reimbursement Form must be submitted in order for an employee to be reimbursed for such expenses.
- 7.5.2 Expense Reimbursement
 - A. Expense Reimbursement is intended for travel outside the City. Employees will not be reimbursed for personal automobile use within the City without advance approval by their supervisor. The supervisor is expected to act in the best interests of the City in making the determination for the employee's use of their personal vehicle. In all cases where there is a City vehicle available, the employee should use the City vehicle instead of their own personal vehicle.
 - B. When an employee is authorized to use a personal automobile for work-related travel, he or she shall be reimbursed at a rate of reimbursement as established by the I.R.S.

- C. The mileage rate is intended to include the costs of gasoline, repairs, insurance, and general wear and tear on the automobile.
 - D. In addition to the mileage rate, the City will reimburse employees authorized to travel outside the City, driving personal vehicles, for parking expenses, when receipts are provided.
- 7.5.3 The City ~~shall retain the right to~~ require employees who are reimbursed for work- related travel to show proof of the following minimum levels of insurance coverage:
- A. Bodily Injury: \$100,000.00/\$300,000.00; and
 - B. Property Damage ~~\$100,25,000.00~~.
- 7.5.4 Employees will not be reimbursed for commuting between their homes and offices or other regular work locations.
- 7.5.5 In order to be reimbursed for personal automobile use, employees must complete the Employee Reimbursement Form.
- 7.5.6 Automobile Accidents – In the event that an employee’s personal vehicle is damaged during an approved, work-related trip, and the damage is not due to the negligence of the employee, the City will reimburse the employee for his/her loss up to a maximum of \$250; provided the employee provide proof of loss by , upon a receipt of verification of payment of a deductible (comprehensive or collision) to cover part of the cost of repair, or an estimate to repair the damage, up to a maximum of \$250 or the amount of the deductible, whichever is less, per occurrence.
- 7.5.7 Tickets, Fines, Towing – In the event an employee’s personal vehicle is issued a ticket, fine or towed while on City business, such costs are not eligible for reimbursement.

CHAPTER 8. RELATIONSHIP POLICY

- Section 8.1 Personal relationships are a vital part of most people's lives. When personal relationships intersect with employment, an employer may become entangled with the consequences of the choices that employees make. The City has no desire to become involved in such matters. Accordingly, these rules serve as a basic guide to family and romantic relationships in the City's workplace:
- Section 8.2 No person related to the Mayor or a City Council member by blood or marriage within the second degree may be hired as a paid employee of the City.
- Section 8.3 No employee of the City will hire, supervise or otherwise exercise discretion concerning a paid employee who is related to the supervisor by blood or marriage within the second degree.
- Section 8.4 Any supervisor involved in a romantic relationship with a subordinate must immediately notify his/her superior of the existence of any such relationship. Efforts should be made to eliminate supervisory responsibility for one who is romantically involved with a subordinate. Employees involved in such relationship bear a responsibility to the City to cooperate in any effort to avoid the potential conflicts that can arise from such personal relationships in the workplace. Such relationship may result in a change of employment duties.

CHAPTER 9. CANDIDACY FOR ELECTIVE OFFICE

Section 9.1 While the City recognizes that the First Amendment provides Constitutional protections for the political activity of its employees, it also recognizes that this right is not absolute when balancing the right of the individual to become a candidate for office and the City's interest in promoting the efficiency of the public services it performs through its employees.

Section 9.2 If an employee initiates candidacy against an Elected Official for whom he/she is a subordinate and there is a reasonable prediction of disruption in that official's office, the employee must immediately resign or face possible termination.

Section 9.3 A reasonable prediction of disruption is based upon any of the following factors:

- 9.3.1 The size of the office in which the employee works—the smaller the office, the greater the likelihood of disruption;
- 9.3.2 Whether the employee candidate holds a position of trust and confidence to the incumbent—the closer the ties, the greater the likelihood of disruption;
- 9.3.3 Whether the employee candidate is running for a position in which he/she would replace or become superior to his/her current supervisor—in such circumstances the likelihood of disruption would be greater; or
- 9.3.4 The nature of the relationship between the employee candidate and the incumbent and the degree of contact they have with one another—the greater the amount of contact and interaction, the greater the likelihood of disruption.
- 9.3.5 Not all of the above factors must be met in order to seek resignation or termination of the employee.
- 9.3.6 If the official determines that there exists a reasonable prediction of disruption should the employee remain employed with the City and the employee refuses to resign, he/she may be terminated. The official should set out in writing the factual basis for finding that there exists a reasonable prediction of disruption using the above factors. The written findings should be provided to the employee, placed in the employee's personnel file and be made a part of the official record. All other applicable procedures that allow an opportunity to be heard, as set out in this policy, will apply.

CHAPTER 10. EMPLOYEE CLASSIFICATION, COMPENSATION, AND BENEFITS

Section 10.1 For varied reasons, employee status must be organized by classes in order to administer employee policies, benefits or otherwise address employment issues. It is generally the responsibility of the employee to assure that he/she is properly categorized for purposes of each issue or benefit type. The City will endeavor to assist with such matters, but the employee is ultimately responsible to assure that his/her service is properly addressed.

Section 10.2 CLASSIFYING EMPLOYEES FOR POLICY PURPOSES

10.2.1 Employment Status

- A. All employees of the City, including part-time and temporary employees, are AT-WILL EMPLOYEES, except as otherwise provided by this policy, as required by law or pursuant to a written contract approved by the City Council.
- B. Employed Attorneys. Because the Idaho Rules of Professional Conduct govern the relationship between an attorney and his/her client, attorneys employed by the City are considered to be at-will employees, and they serve at the pleasure of the Mayor and City Council. Removal shall require a majority vote of the City Council, upon recommendation of the Mayor.
- C. Appointed Officials. The City Clerk, City Treasurer, City Engineer, Public Works Director, Planning and Zoning Director and any other officials appointed pursuant to Idaho Code §50-204, may only be removed pursuant to Idaho Code §50-206.
- D. The City ~~hereby may~~ adopts the ~~an~~ Organization Chart ~~by resolution that shall become an attached hereto as Exhibit to this Personnel Manual A.~~

10.2.2 Employee Classification for Benefit Purposes

- A. The classification of the position an employee holds with the City may affect the status of obligations or benefits associated with his/her employment.

10.2.3 The primary classes of employees are:

- A. Elected Officials
 - 1. Elected officials are not considered regular employees. Elected Officials receive employment benefits as identified in a resolution adopted by the City Council.
- B. Appointed Officials

1. Appointed officials are considered exempt and are not entitled to compensatory time.
- C. Full-Time Regular Employees
1. Employees, excluding Appointed Officials, whose employment is sustained and continuing and whose typical work-week consists of at least thirty (30) hours are considered full-time regular employees. Full-time regular employees are eligible for employee benefits provided by the City.
- D. Part-Time Regular Employees
1. Employees whose employment is sustained and continuing and whose typical work-week consists of less than thirty (30) hours on a regular basis are considered part-time regular employees. Part-time regular employees may receive reduced employee benefits as authorized by the City Council and as required by federal and state law. The number of hours worked may affect the employee's obligation to participate in certain mandatory state benefit programs. Certain benefits may not be available because qualifying thresholds have not been reached.
- E. Temporary Employees
1. Employees who work on an irregular, seasonal or temporary basis are temporary employees. Temporary employees receive no benefits provided to regular employees, except those required by law or those approved by official action of the City Council.
- F. Volunteers
1. Volunteers may work for the City in various offices and must complete an employment application, submit to a background check and any other requirement of the City.

CHAPTER 11. COMPENSATION POLICIES

Section 11.1 Establishment of Employee Compensation

- 11.1.1 Employees are compensated in accordance with, and subject to, decisions of the City Council as annual budgets are set and are subject to increase, reduction, or *status quo* maintenance for any time period. The Mayor or department head may make suggestions about salary compensation and other pay system concerns, but the final decision regarding compensation policy rests with the City Council.
- 11.1.2 Employee's advancement with the City shall be subject to the Step and Grade Implementation Policy as adopted by the City Council, and incorporated herein by reference, as an addendum.

Section 11.2 Compliance with State and Federal Pay Acts

- 11.2.1 The City will comply with all state and federal pay acts governing compensation of its employees.

Section 11.3 Right to Change Compensation and Benefits

- 11.3.1 The City may change general compensation for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent city budget. Hours worked may be reduced or employees may be laid off as necessary to meet budgetary constraints or as work needs change.

Section 11.4 Overtime/Compensatory Time Policy

- 11.4.1 In addition to the employee classifications set forth elsewhere in this policy, all employees are classified as exempt (salaried) or nonexempt (hourly) for purposes of complying with the federal Fair Labor Standards Act (FLSA). Exempt employees perform work that qualifies for the professional, executive or administrative exemption and do not qualify for overtime or compensatory compensation.

- 11.4.2 Non-exempt, hourly employees who work in excess of forty (40) hours per week will be compensated with “Compensatory Time”, which shall be computed at 1½ hours for each additional hour worked. Compensatory pay will be allowed only when pre-authorized in writing by the appropriate Department head or when absolutely necessary in an emergency. Department heads shall provide the pre-authorization approvals to the Payroll Department at the same time that the timecards are due. Employees are expected to use accumulated Compensatory Time within a reasonable amount of time from the date of accrual. The City Treasurer and the Human Resource Manager shall monitor the employees’ accrual of Compensatory Time, and if they observe an excessive accumulation of Compensatory Time, they shall meet with the employee’s Supervisor. The Supervisors shall require, as reasonably practical, that the employee use the Compensatory Time as soon as possible. The maximum accumulation of total hours of compensatory time shall be eighty (80) hours.
- 11.4.3 Compensatory Time may be used whenever required by a supervisor or when requested by an employee with the concurrence of a supervisor.

Section 11.5 OnCall Status and On Call Pay

- 11.5.1 When an employee is scheduled to be available and on call to respond to emergencies, the employee shall be on On Call status. In no circumstance will an employee receive OnCall compensation while they are working their regular working hours.
- 11.5.2 Compensation for OnCall status will be granted at the rate of four (4) hours of credit at the employee’s normal rate of pay for each assigned week of OnCall duty. When called out while on OnCall status, the employee will receive a minimum credit of one-half (1/2) hour, or for the actual time worked for all time above one-half (1/2) hour, for each call out.
- 11.5.3 Department heads or Supervisors are expected to schedule employees who are required to be on OnCall status, so the on-call time is included within the employee’s forty (40) hour work week and not in addition to the forty (40) hours worked. For example, if an employee is scheduled to be on-call, the four (4) hours accumulated and the time required for the rounds to check the equipment (assuming two (2) hours) will be accounted for by the employee working thirty-four (34) hours that week. The Supervisor shall schedule the employee’s Compensatory Time so as to minimize the impact to the department.

Section 11.6 Reporting and Verifying Time Records

- 11.6.1 Each hourly employee is responsible to timely and accurately record time that he/she has worked in accordance with the established procedures. Each report of non-exempt employees must be signed manually or electronically by both the supervisor and the employee, and must contain a certification that it is a true and correct record of the employee's actual time worked and benefits used for the time period covered. Exempt employees may be required to document time worked or benefits used for accountability purposes.
- 11.6.2 Any employee concerned about his/her compensation, rate of pay, payroll status, deductions, etc., must communicate such concerns to the payroll office or his supervisor as soon as any such concern becomes evident. Documentation of any such issue should be maintained in the employee's personnel file.

Section 11.7 Work Periods

- 11.7.1 The workweek for all non-law enforcement, non-exempt employees who are subject to the FLSA begins at 12:01 a.m. on Sunday of each week and concludes at 11:59 p.m. of the succeeding Saturday.

Section 11.8 Payroll Procedures and Paydays

- 11.8.1 Employees are paid every other week throughout the year. Paychecks or direct deposit receipts are issued on every other Thursday, or earlier if a holiday, or for another reason. Paychecks compensate employees for work performed in the pay period preceding two (2) weeks in which the check is issued.
- 11.8.2 Each employee must monitor the accuracy of compensation received. Information shown on the employee's paycheck stub is provided for information only. Actual practices regarding the issuance of paychecks and allocation of employee benefits must be consistent with official policy of the City. In the event of disagreement between the computer-generated paycheck stub and official policy, as interpreted by the City Council, the policy will prevail. Employees are obligated to call to the City's attention any such errors, whether to the advantage or disadvantage of the employee.

Section 11.9 Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

- 11.9.1 Leave will be granted and full pay provided to employees called to serve as a court witness in matters specifically related to City operations or called to serve on jury duty. A copy of the summons or proof of jury duty shall be provided to the City before compensation will be paid.

Section 11.10 Military Leave

11.10.1 An unpaid leave of absence will be granted to an employee to participate in ordered and authorized field training in accordance with Idaho Code §§ 46-407 and 409, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 11.11 Maternity Leave

11.11.1 Employees shall be granted twelve (12) weeks unpaid maternity leave for births and adoptions.

Section 11.12 Payroll Deductions

11.12.1 No payroll deductions will be made from an employee's paycheck unless authorized in writing or by adopted policy, by the employee or as required by law (Idaho Code § 45-609).

Section 11.13 On-the-Job Injuries

11.13.1 Employees are covered by worker's compensation insurance for on-the-job injuries. All on-the-job injuries must be reported to the employee's supervisor as soon as practicable or twenty-four (24) hours, whichever is sooner, so that a worker's compensation claim can be filed.

11.13.2 Employees who are injured will be immediately placed on sick time compensation until the lost-time compensation as provided for by the Idaho State Insurance Fund is awarded.

11.13.3 Return to employment will be authorized on a case-by-case basis in consultation with the supervising official and the Idaho State Insurance Fund and may require a fitness for duty medical review.

11.13.4 Concerns associated with injured worker status may be brought before the appropriate City Official for review.

CHAPTER 12. EMPLOYEE BENEFITS

Section 12.1 The City offers employee benefits for full-time employees. These benefits are subject to change or termination in the sole discretion of the City Council. Each benefit offering is subject to the specific terms of its respective insurance policy and/or official resolution of the City Council.

Section 12.2 VACATION LEAVE

12.2.1 Vacation leave is available to full-time employees. Vacation leave accrues at the rate of 6.67 hours per month for employees with zero (0) up to five (5) years service; ten (10) hours per month for employees with five (5) up to ten (10) years service; thirteen and 33/100 (13.33) per month for employees with over ten (10) years experience.

12.2.2 Vacation leave can only be accrued during the year up to one hundred twenty-five percent (125%) the maximum of amount of annual vacation that the employee accrues during the current year. Once an employee reaches accruals of that amount, no additional vacation leave will accrue until the employee's accrued hours are reduced below the maximum.

12.2.3 Vacation leave is to be scheduled with consent of the responsible office/department supervisor. Efforts will be made to accommodate the preference of the employee in vacation scheduling, but first priority will be the orderly functioning of affected office/departments. Upon separation from employment, unused vacation leave up to the maximum allowed accrual will be compensated by lump-sum payment at the then-current hourly or daily rate.

Section 12.3 SICK LEAVE

12.3.1 Sick leave benefits are provided to regular full-time employees at the rate of eight (8) hours per month. Sick leave is a benefit to provide relief to the employee when an illness or injury prevents the employee from working productively or safely, or when an immediate family member's (spouse, child, parent) illness presents no practical alternative for necessary care or for medical or dental appointments for the employee. Notification of use of Sick leave must be made prior to the beginning of the scheduled work period, unless circumstances outside the control of the employment prevent such notice.

12.3.2 Employees are expected to use Sick leave when they are exhibiting signs of being sick, such as excessive coughing, nasal discharge, or a fever, or they are considered contagious. An employee's Supervisor shall send an employee to the doctor to get a note that the employee is not contagious, if the employee desires to stay at work.

12.3.3 Department heads or supervisors may require the employee to provide a doctor's note, or require, at the City's expense, an independent review of reported illness by a competent medical authority. If an employee is out for three (3) or more days, a doctor's note will be required.

12.3.4 Sick leave benefit recipients will receive their normal compensation when using sick leave. All unused sick leave will be forfeited without compensation upon separation from employment, unless the employee is retiring, including an early retirement for medical reasons, and they will be receiving PERSI benefits where the employee shall then receive pay for the unused Sick leave at the rate of one (1) hour for each ~~three (3)~~ one (1) hours of accumulated Sick leave, as long as the employee worked for the City for at least ten (10) years.

Section 12.4 HOLIDAYS

12.4.1 Ten (10) official holidays are provided for full-time regular and exempt employees. Full-time regular and exempt employees receive compensation for that day even though they do not work. Holidays which fall on Saturday will be observed on the precedent Friday. Those which fall on Sunday will be observed on the succeeding Monday. The holiday schedule may be changed at any time by the City Council.

12.4.2 Full-time regular employees who work on holidays will be scheduled to receive a substitute holiday with pay within sixty (60) days of the date of the holiday they worked. Unscheduled emergency work on holidays will be compensated at a rate of two times (2x) the employee's regular rate of pay.

12.4.3 Recognized Holidays:

New Year's Day
 Martin Luther King, Jr./Human Rights Day
 Presidents' Day
 Veteran's Day
 Memorial Day
 Labor Day
 Thanksgiving Day and the day after
 Independence Day
 Christmas Day

Section 12.5 BEREAVEMENT LEAVE

- 12.5.1 Up to three (3) days of paid leave of absence will be provided for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers and sisters). Employees have the right to use accrued vacation leave beyond the leave of absence allowed by this section.

Section 12.6 LEAVES OF ABSENCE

- 12.6.1 Up to thirty (30) days of unpaid leave of absence can be granted by the Mayor for any justifiable purpose. Paid leave in any amount or unpaid leave in excess of thirty (30) days will require written approval of the City Council.

Section 12.7 FAMILY MEDICAL LEAVE ACT (FMLA)

- 12.7.1 Current Eligibility Requirements- See subsection A.4.

- A. To be eligible for FMLA benefits, prior to any leave request, the employee:
1. must have worked for the City for at least 12 months;
 2. must have worked at least 1,250 hours for the City during the previous 12 months; and
 3. the City must employ at least 50 employees within 75 miles of your place of work.
 4. If the City does not employ at least fifty (50) employees, FMLA DOES NOT apply to City employees, and they are not entitled to 12 weeks of job-protected, FMLA leave. However, the City may voluntarily provide benefits on a case by case basis, as approved by the City Council.

- 12.7.2 Eligibility Requirements upon the City reaching at least 50 employees:

- A. To be eligible for FMLA benefits, prior to any leave request, the employee:
1. must have worked for the City for at least 12 months;
 2. must have worked at least 1,250 hours for the City during the previous 12 months; and
 3. the City must employ at least 50 employees.

- 12.7.3 FMLA Rights

- A. An eligible employee is entitled to job-protected, unpaid leave for the following reasons: 1) birth and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee, 2) care of an immediate family member (spouse, child, parent) who has a serious health condition, or 3) care of the employee's own serious health condition.

- B. The employee may request up to 12 weeks of leave during which the City will continue the employee's benefits (employer portion only). The 12-month period is determined using a "rolling" 12-month period measured backward to the date an employee first uses any FMLA leave. If the employee does not return to work at the end of the FMLA leave for reasons other than the continued serious health condition of the employee or eligible family member, the City may recover from the employee the premiums that were paid for the employee's medical coverage during the FMLA leave period.
- C. Total FMLA leave for employee spouses/parents who both work for the City is 12 weeks combined if the leave is for reasons other than the employee's own personal serious illness.
- D. Concurrent Use of Accrued Leave and Worker's Compensation Required
- E. Employees are required to use any accrued paid vacation and sick leave concurrently with any FMLA leave. If the employee does not have sufficient accrued vacation and sick leave to cover the time out on FMLA leave, the employee may take the remainder of FMLA leave as unpaid leave. Employees will continue to accrue vacation and sick leave while utilizing such leave, but will not accrue such leave during the unpaid portion of their leave.
- F. If the employee is on Worker's Compensation leave, such leave will also run concurrently with any FMLA leave.
- G. Employee Obligations
 - 1. Employees are required to give thirty (30) days advance notice or as much time as practical when the need for FMLA leave is foreseeable. The employee may be required to provide medical certification by his/her physician or medical practitioner indicating the diagnosis and probable duration of the employee's or family member's FMLA qualifying medical condition. The City may also require second or third opinions at the City's expense.
 - 2. Employees who are on FMLA leave for their own serious illness are required to provide a medical practitioner's fitness for duty report prior to returning to work. The employee must provide his/her medical practitioner with a job description so that the practitioner can evaluate whether the employee will be able to perform all of his/her duties on his/her return to work. FMLA leave may be denied if these requirements are not met. The decision to allow an employee to return to work will be solely the City's in compliance with the provisions of FMLA. If a doctor finds that the employee is not fit to return to duty, the employee will not be allowed to return to work.

3. An employee on FMLA leave will not be allowed to work for any other employer without prior approval from his/her supervisor. An employee who violates this rule will be subject to disciplinary proceedings up to and including termination from employment.
4. Employees should contact the Human Resources Office to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must make arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.
5. To request FMLA leave, the employee must contact the Human Resource Office indicating the reason for requesting FMLA leave and the expected duration of leave

H. Intermittent Leave Requests

1. FMLA leave may be taken intermittently or on a reduced leave schedule with prior written approval from the employee's supervisor or when "medically necessary." In the circumstance of birth or placement of a child for adoption or foster care, intermittent leave is only available by written approval of the supervisor or Mayor.

12.7.4 Employer's Rights and Obligations

- A. The City has the right to determine whether the employee is or is not an "eligible employee" under the Act and to place an employee on FMLA leave without the employee's consent if the employee meets the eligibility requirements under the Act.
- B. The City may require periodic notices of the employee's FMLA status and his/her intent to return to work.
- C. The City will return the employee to the same or an equivalent position after returning from FMLA leave, subject to the terms of the FMLA. The only exception may be for individuals who, under the provisions of the FMLA, are considered to be a "key employee" whose extended absence would cause "substantial and grievous economic injury".
- D. The National Defense Authorization Act
 1. The FMLA also provides an entitlement of up to 26 weeks of unpaid leave during a single 12-month period to an eligible employee who must care for a covered service member—a person who is a spouse, son, daughter, parent or next of kin of the employee and has a serious injury or illness incurred in the line of duty that renders that person unfit to perform his or her duties in the Armed Forces. If this type of leave is requested, the City may require medical certification that the service member being cared for has a serious health condition and that it was incurred in the line of duty.

2. FMLA also now provides 12 weeks of FMLA leave to an employee if his or her spouse, son, daughter or parent has been called to active duty with the Armed Forces. No serious medical condition is required for this type of leave. If this type of leave is requested, the City may require certification that the service member has actually been called to active duty.
3. Employees will provide prior notice when the need for this type of FMLA military leave is foreseeable.

Section 12.8 BENEFITS FOR TEMPORARY EMPLOYEES

- 12.8.1 All temporary employees will receive benefits as required by law, including Worker's Compensation insurance. All other benefits are to be determined in the discretion of the City Council.

Section 12.9 INSURANCE COVERAGE AVAILABLE TO EMPLOYEES

- 12.9.1 Various insurance benefits are available to employees and family members in accordance with the terms and conditions of the City's contract for such services. The City Treasurer should be contacted to learn of sign-up and claims procedures. Other insurance offerings may be available at employee or shared expense.

Section 12.10 RETIREMENT PROGRAM OFFERING

- 12.10.1 The City participates in the retirement program of the Public Employees Retirement System of Idaho (PERSI) and with Social Security (FICA). PERSI requires the City to withhold a percentage of an employee's gross salary for pension purposes, and to contribute an additional larger amount on behalf of the employee. Contact the Human Resource Office for further information.

Section 12.11 TRANSFER OF BENEFITS WITH EMPLOYEE TRANSFER

- 12.11.1 Accrued benefits for each employee continue when the employee transfers from one office/department to another within the City. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by similarly-situated employees.

Section 12.12 MISCELLANEOUS BENEFITS

- 12.12.1 In addition to the benefits listed on the previous pages, the following are examples of miscellaneous benefits, subject to change in the sole discretion of the City Council, may be available to employees for participation in accordance with the terms of their respective policy or agreement:
- A. Deferred compensation plans handled by payroll deduction.
 - B. Employee-requested deduction programs subject to City policy.
 - C. Provision for uniforms and footwear.

1. Employees working in the field will be provided hardhats, coveralls, safety vests, safety glasses, identification t-shirts and identification hats.
2. Employees working in environments where safety toe boots are required for safety purposes, will be provided one (1) pair of safety toe boots every other year by the City. See Steel-Toe Boot Policy, in Section 18.2.
3. Other tools, equipment or other allowance as may be approved by Resolution of the City Council, which shall be incorporated herein.
4. Supervisors shall determine the appropriate safety equipment. Employees shall be required to wear the safety equipment at all times while on duty.

Section 12.13 TRAVEL EXPENSE REIMBURSEMENT

12.13.1 Meals Reimbursement: The City will reimburse for meals for employees only while on City approved travel. Travel must be out of the area that constitutes a distance of at least a fifty (50) mile distance one-way from the employee's usual work base or require an overnight stay when the employee is attending a conference. Dollar limitations shall be governed by the I.R.S. Tax Code which that dictates per diem based upon meal rates by geographic area. If an employee is in an all-day training conference, the City will reimburse for the lunch meal, if it is not provided as part of the training conference. There will be no reimbursement of alcohol.

12.13.2 Mileage Reimbursement for use of personal vehicles: Employees shall comply with Chapter 7 of this Policy Manual.

CHAPTER 13. EMPLOYEE PERFORMANCE AND DISCIPLINE

Section 13.1 PURPOSE OF DISCIPLINE/PERFORMANCE POLICY

- 13.1.1 This discipline/performance policy of the City applies to all City employees, including exempt employees, and it establishes a consistent procedure for maintaining suitable behavior and a productive working environment. These procedures are directory in nature and minor variations in the processes set forth herein will not affect the validity of any actions taken pursuant to this policy.

Section 13.2 DISCIPLINARY/PERFORMANCE SYSTEM FRAMEWORK

- 13.2.1 The following framework guides the processes to be taken when an employee violates employment policies or fails to adequately perform his/her duties. Nothing contained herein is intended to limit the reasons for which the employee may be disciplined, including termination of the employment. In addition, nothing contained herein is intended to change the at-will nature of the employment for those employees identified as at-will in this policy. Progressive steps may be implemented in order to encourage improved performance or attitude, but are not required. The City may take any of the prescribed steps in any order when a supervisor deems an action of the employee to be serious enough to warrant a certain step.

Section 13.3 DISCIPLINARY ACTIONS AVAILABLE

- 13.3.1 The following actions are among the disciplinary actions that may be taken in response to personnel policy violations:
- A. Oral warning.
 - B. Written warning or reprimand.
 - C. Suspension without pay.
 - D. Demotion.
 - E. Dismissal.
- 13.3.2 Conditions of maintaining employment that relate to particular performance/behavior issues may be established in conjunction with any of these actions.

Section 13.4 OPPORTUNITY TO BE HEARD—ASSERTIONS OF UNLAWFUL DISCRIMINATION AND RETALIATION AND “NAME-CLEARING HEARING”

- 13.4.1 All employees are at-will employees. However, at-will employees may from time to time experience adverse consequences of unlawful discrimination or retaliation. In addition, a public employee who is being demoted with a reduction in pay or terminated from employment based upon allegations of dishonesty, immorality or criminal misconduct is constitutionally entitled to a name-clearing hearing when one is requested.
- 13.4.2 Unlawful discrimination and retaliation address actions that are alleged to involve decisions based upon age, sex, race, religion, national origin or disability that is not a bona fide occupational qualification. The City does not condone discrimination on the basis of the foregoing unlawful categories. Unlawful retaliation addresses actions that are taken against an employee for initiating a charge of discrimination or harassment, or for assisting in any way in an investigation of such charges.
- 13.4.3 Failure to pursue this opportunity to be heard or name-clearing hearing procedure constitutes a waiver of this opportunity.
- 13.4.4 Issues involving job performance or employee attitude, without allegations of discrimination, retaliation, dishonesty, immorality or criminal misconduct, are not the proper subject of this procedure and will not be heard.
- 13.4.5 The procedure for the opportunity to be heard or name-clearing hearing is as follows:
- A. Within fourteen (14) days of his/her termination or demotion, the employee may submit a written allegation of unlawful discrimination or retaliation, or the basis for entitlement to a name-clearing hearing, stating with particularity the basis for the requested hearing. Council shall have the option of extending the time to submit a written allegation for an additional seven (7) days, upon a good cause finding only if the employee requests the extension with the grounds stated therein, in writing prior to the expiration of the fourteen (14) days. Written allegations that are untimely submitted or that fail to state a particular, legally recognized basis will not be granted an opportunity to be heard. An employee will be promptly notified if a requested hearing is denied.
 - B. An employee alleging unlawful discrimination or retaliation, or who is legally entitled to a name-clearing hearing, will meet with the City Council. The hearing will be of reasonable duration, however the City Council shall have the right to limit the hearing length or conclude the hearing if the presentation of evidence becomes redundant or cumulative. ~~not exceed one (1) hour in duration.~~
 - C. An audio recording of the hearing will be made and maintained as part of the personnel record.

- D. The employee's supervisor may provide a brief written statement at least twenty-four (24) hours prior to the hearing in response to the charges. The City Council may require the employee's supervisor to participate in the hearing. If upon receipt of the employee's supervisor's written response, the employee needs additional time to prepare, limited to a response to the issues raised in the supervisor's response, the employee shall request, in writing, a reset of the hearing that may be reset based upon a finding of good cause.
- E. The employee will be provided an opportunity to present evidence upon which the claims are based.
- F. The City Council may ask questions during this process.
- G. The employee may question participants during this process.
- ~~H.~~ H. The hearing shall be conducted in Executive Session.
- ~~H.I.~~ H.I. The Idaho Rules of Evidence do not apply to this opportunity to be heard or name-clearing hearing.
- ~~H.J.~~ H.J. After the hearing, the City Council will consider the information submitted, and such other information as might be in the City's records, to arrive at a decision concerning the employee's allegations. The decision will set forth in writing the reasons for the City Council's determination and shall be issued not greater than thirty (30) days after the conclusion of the hearing, unless extended based upon a finding of good cause.

CHAPTER 14. WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION POLICY AND COMPLAINT PROCEDURE PURPOSE

Section 14.1 This section establishes the City's commitment to provide a work environment free from unlawful discrimination, harassment and retaliation, and to set forth the procedures for investigating and resolving internal complaints of such behavior. This policy should be reviewed by each employee on a periodic basis.

Section 14.2 It is important that all employees treat all other employees and members of the public with respect and in a lawful and civil manner. It is the responsibility of every employee, supervisor, office/department head and Elected Official to deter inappropriate behavior in the workplace. Discriminatory harassing behavior that impacts, or has the potential to impact, the workplace will not be tolerated.

Section 14.3 This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, job retention, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation and training.

Section 14.4 POLICY

14.4.1 Unlawful discrimination or harassment of an applicant for employment, a member of the public or an employee by any employee of the City on the basis of race, color, religion, national origin, sex, age (40 and over as provided for by law) or disability is in violation of state and/or federal law and will not be tolerated by the City.

14.4.2 Employees found to be participating in any form of employment-related unlawful discrimination or harassment, or retaliating against another employee for filing a complaint alleging discrimination or harassment or cooperating with an investigation, will be subject to disciplinary action up to and including termination of employment.

Section 14.5 RESPONSIBILITIES

14.5.1 The City

- A. It is the responsibility of the City to develop this policy, provide training on it, keep it up to date, and ensure that any violation of this policy brought to its attention is dealt with as required by law and according to this policy.
- B. The City designates the Human Resource Manager or his/her designee ("Designated Official"), as the official who will be responsible for directing the procedures of this policy.

14.5.2 Supervisors

- A. Supervisors enforce the policy, train new employees on it, regularly review it with all employees so that the employees know its provisions, and monitor the workplace for compliance.
- B. If a supervisor observes that unlawful discrimination, harassment or retaliation is occurring, he/she should take immediate action to address the problem. Such action should include, but is not limited to, speaking directly with the affected person, developing a specific account of the actions, omissions or occurrences that are deemed discriminatory, harassing or retaliatory, consulting with an office/department head, and taking corrective or disciplinary action as appropriate. If the alleged discrimination, harassment or retaliation is not within the supervisor's area of responsibility or oversight, he/she should notify the office/department head or other appropriate management employee, who should then take prompt steps to address the allegation.
- C. If unlawful discrimination, harassment or retaliation is reported or alleged, it must be followed up by a supervisor. A complaining party is not allowed to retract an allegation of such unlawful actions without proving that it was made erroneously.

14.5.3 Employees

A. It is the responsibility of every employee to know this policy and to share the responsibility of understanding and preventing unlawful discrimination, harassment and retaliation. But, satisfactory investigation or resolution of complaints cannot occur without the initiative and continued cooperation of the affected person. Individuals who believe they have been discriminated, harassed or retaliated against have the primary obligation of informing their supervisor, office/department had, Human Resource Officer or legal counsel for the City of such actions, recounting specific actions or occurrences whenever possible.

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14.5.4 DEFINITIONS

- A. Unlawful harassment includes, but is not limited to, the following behaviors:
- B. **Verbal Harassment** – Derogatory comments, slurs, propositioning, or otherwise offensive or abusive words or comments on the basis of race, color, religion, national origin, sex, age (40 and over) or disability, whether made in general, directed to an individual or directed to a group of people regardless of whether the behavior was intended to harass. This includes, but is not limited to, inappropriate sexually-oriented comments about dress or physical features, sexual rumors, code words, race-oriented stories, as well as jokes of a sexual or discriminatory nature or “kidding” that is oriented towards a prohibited form of harassment.

- C. **Physical Harassment** – Assault, impeding or blocking movement, leering at, physical interference with normal work, privacy or movement when directed at an individual on the basis of race, color, religion, national origin, sex, age (40 and over) or disability. This includes pinching, patting, grabbing, inappropriate behavior in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.
- D. **Visual Harassment** – Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures on the basis of race, color, religion, national origin, sex, age (40 and over) or disability. This applies to both posted material and material maintained in or on City equipment or personal property in the workplace.
- E. **Sexual Harassment** – Any act that is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

14.5.5 There are basically two types of sexual harassment:

- A. "Quid pro quo" harassment, where employment decisions such as raises, promotions, better working hours, job retention, etc., are directly linked to compliance with sexual advances/unlawful sexual harassment. Therefore, only someone in a supervisory capacity with the authority to grant any of such benefits can engage in *quid pro quo* harassment. Examples: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.
- B. "Hostile work environment," where the unlawful harassment creates an offensive and unpleasant working environment.
 1. A hostile work environment can be created by anyone in the work environment, whether they are supervisors, other employees or the public. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment. Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category. A prohibited hostile work environment does not exist simply because a supervisor is rude, belittles the employee or requires work that the employee does not want to do. A prohibited hostile work environment is only present when it is based on the above factors.

Section 14.6 COMPLAINT PROCEDURE

14.6.1 The following complaint procedure must be followed to address a complaint regarding discrimination, harassment or retaliation:

- A. A person who believes he/she has been unlawfully discriminated, harassed or retaliated against should report it to his/her supervisor, office/department head, Human Resource Officer, or legal counsel for the City. If a supervisor becomes aware of a complaint in any way that unlawful discrimination, harassment or retaliation is occurring in any City office/department, the supervisor should immediately report it to a designated official and legal counsel for the City, unless the designated official is the focus of the complaint, in which case the legal counsel for the City should be informed, and will have the responsibility to direct the investigation.
- B. Once such a complaint has been made, the complaint cannot be withdrawn by the complainant without a determination that it was made erroneously.
- C. Promptly upon receiving the complaint, the designated official should initiate the investigation to determine whether there is a reasonable basis for believing that an alleged violation of this policy or law has occurred.
- D. Upon receiving the complaint, or being advised by a supervisor that a violation of this policy may be occurring, the designated official should review the complaint and consult with legal counsel for the City and the Human Resource Officer.
- E. The designated official, in consultation with legal counsel for the City, should engage an appropriate person to investigate the complaint. The investigator should be a neutral party, but the designated official may serve as the investigator in appropriate circumstances.
- F. The investigator should interview the complainant, the person alleged to have committed the offenses, and any relevant witnesses to determine whether or how the alleged conduct occurred.
- G. As soon as practicable, the investigator will conclude the investigation and submit a report of the findings to the designated official, who will then route it as appropriate.
- H. If it is determined that unlawful discrimination, harassment or retaliation has occurred, the appropriate official will recommend the course of action to be taken by the City. The action will depend on the following factors:
 - 1. The severity, frequency and pervasiveness of the conduct;
 - 2. The conduct of the respective employees;
 - 3. Prior complaints made against the person alleged to have committed the offenses; and
 - 4. The quality of the evidence (first-hand knowledge, credible corroboration etc.).

- I. If the investigation is inconclusive or it is determined that there has been no unlawful discrimination, harassment or retaliation, but some potentially problematic conduct is revealed, corrective action may be taken.
- J. Promptly after the investigation is concluded, the designated official and/or the appropriate supervisors and legal counsel for the City will separately meet with the complainant and the person alleged to have committed the offenses to notify them in person of the findings of the investigation.
- K. The complainant and the person alleged to have committed the offenses may submit statements to the designated officials and/or supervisors challenging the factual basis of the findings. Any such statement must be submitted no later than five (5) working days after the meeting in which the findings of the investigation are discussed.
- L. Promptly after the designated official and/or supervisors have met with both parties and reviewed the documentation, and after consultation with legal counsel, a decision will be made as to what action, if any, should be taken by the Mayor or department head.

Section 14.7 DISCIPLINARY ACTION

- 14.7.1 If unlawful discrimination, harassment or retaliation is determined to have occurred, the supervisor should take prompt and effective remedial action against the actor. The action should be commensurate with the severity of the offense, up to and including termination of employment.

14.7.2 RETALIATION

~~14.7.3~~ Retaliation in any manner against a person for filing or initiating in good faith a charge or complaint of discrimination or harassment, testifying in an investigation, providing information or assisting in an investigation is expressly prohibited and subject to disciplinary action up to and including termination. The supervisor, office/department head and Elected Officials should take reasonable steps to protect the victim and other potential victims from further harassment or related consequences.

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Section 14.8 CONFIDENTIALITY

- 14.8.1 Confidentiality should be maintained to the fullest extent possible in accordance with applicable federal, state and local law. However, a complete and thorough investigation of the allegations will require the investigator to inform witnesses of certain aspects of the complaint in order to obtain an accurate account of the actions of the parties involved. The City's insurer may also be engaged to assist in all phases of any proceeding or investigation.

Section 14.9 FALSE COMPLAINTS

14.9.1 Discipline will result, up to and including termination, when it is conclusively determined that an employee made a complaint of discrimination, harassment or retaliation knowing it to be false and/or knowingly participated in the falsehood. This section is not intended to discourage employees from making complaints regarding unlawful employment-based behavior. An employee will not be disciplined for reporting actual behavior that in good faith the employee believed was unlawful employment-based behavior. However, false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated.

CHAPTER 15. SEPARATION FROM EMPLOYMENT

Section 15.1 REDUCTIONS IN FORCE (RIF)

- 15.1.1 When financial circumstances or changes of workload require, the City may reduce forces in such manner as it deems necessary to maintain the effective functioning of the City services. Employee assignments may be affected by reductions in force made due to economic conditions or to changes in staffing and work needs. The Mayor, in conjunction with the City Council may make any changes in the work force or assignment of resources deemed to be in the City's best interests.

CHAPTER 16. COBRA BENEFITS

Section 16.1 Employees who currently receive medical benefits and who resign or are terminated from their employment may be eligible to continue those medical benefits for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employees with questions regarding the right to continue health coverage after termination of their employment should contact the Human Resources Officer.

CHAPTER 17. RESIGNATION POLICY

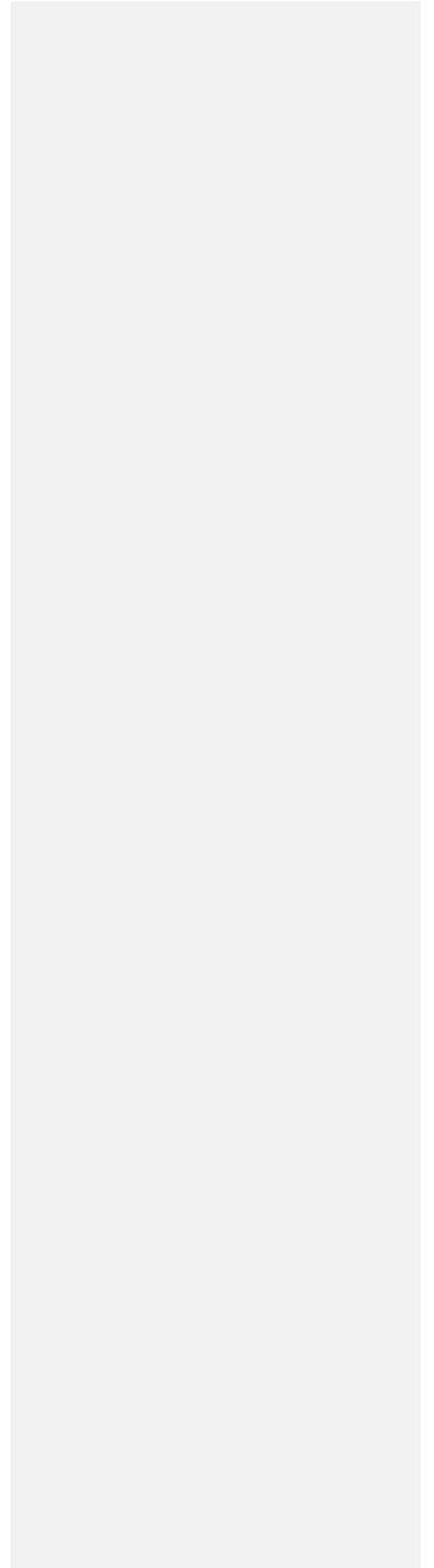
Section 17.1 Written and oral resignations are effective upon receipt by a supervisor or Elected Official. Oral resignations should be documented by the supervisor after consultation with the Mayor or department head. Evidence of the accepted written or oral resignation should be provided to the employee and placed in the employee's personnel file.

Section 17.2 Employees who have an unexcused or unauthorized absence of three (3) working days or more may be considered to have resigned through abandonment of his/her position. If an employee's words or actions indicate an intent to resign, including having an unexcused or unauthorized absence of three (3) or more working days, the City will consider the employee as having resigned and immediately notify him/her of such.

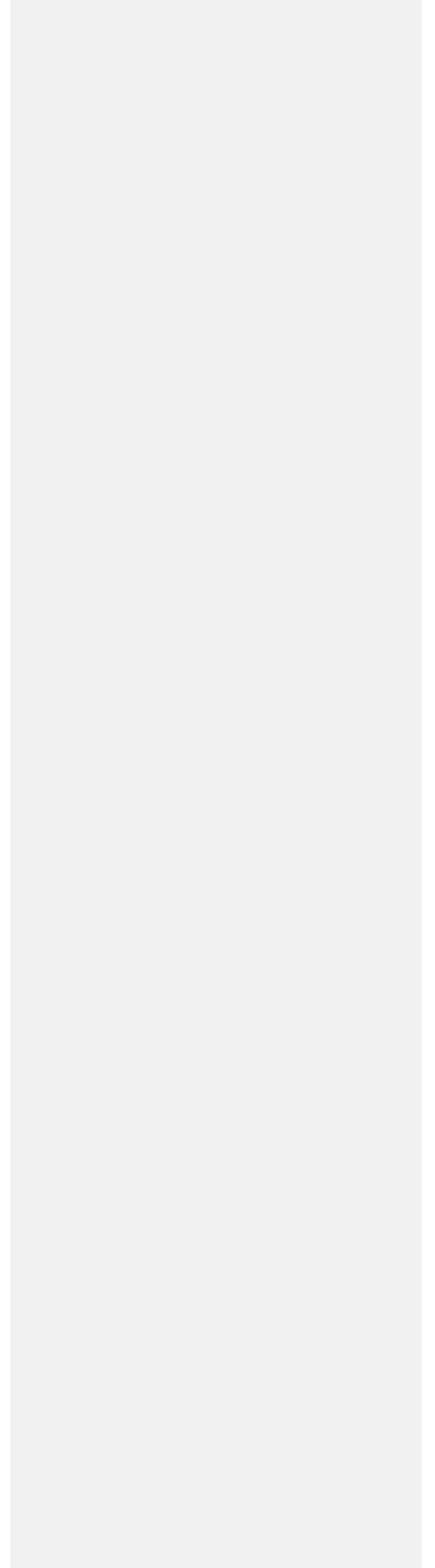
ADOPTED by the City Council on the ____ day of _____, 20____.

_____, Mayor

Attest: _____
Clerk



CHAPTER 18. City Rules and Regulations



Section 18.1 CITY OF KUNA EMPLOYEE CELL PHONE POLICY

Purpose and Scope

The objectives of this policy are to:

Provide guidelines to employees who need to have a City issued cellular telephone to conduct City business.

Apply standards to the City cellular telephone equipment and service agreements used by City employees.

Provide a system for monitoring City cellular telephone usage patterns so that plans can be periodically modified to better meet the needs of the user.

Ensure that the City's acquisition and use of cellular telephone services is cost-effective.

Provide an internal system for purchasing City cellular telephone services, gaining access to repair services, acquiring necessary training and supplies, and communicating available programs to the City employees.

Establish a system for monitoring future developments in City cellular services and selecting those that meet the needs of the City.

Cellular Service Vendors: To facilitate accomplishment of the above objectives, the City may, at its discretion, enter into contracts with cellular telephone service providers. During the period when one or more of these contracts is in force, the City will only purchase cellular telephones or cellular telephone service agreements for employee use on the basis of these contracts, unless a specific exception is granted.

General Requirements

Wireless transmissions should not be considered secure. Therefore, employees using City issued cellular phones or their personal cellular phones to conduct City business should use discretion in relaying confidential information.

All devices that are being used for City business must have a passcode or password to lock the device.

The City reserves the right to monitor the use of all City Cellular Phones.

Special Restrictions Related to Driving

Safe driving is an important priority of the City.

Any cellular phone use while driving should only be used to report an accident, car trouble, or if there is imminent danger.

If a cellular call is received while driving, safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

If acceptance of a cellular call is unavoidable and pulling over is not a safe option: use the voice-activated or "speed dial" feature; keep the call short; do not take notes, text message or e-mail while driving; refrain from discussion of complicated or emotional issues; and, and keep eyes and attention on the road.

Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, including termination.

Eligibility

A City cellular phone may be an appropriate tool to conduct City business when it is demonstrated that an employee's communications needs cannot be met with standard telephone equipment. Examples include employees that: are mobile for most of a work period, respond to emergencies, are responsible for restoring services, or are vital to decision-making for the City.

Approval

The City Treasurer will be the approving authority for assigning City cellular phones to employees.

Use of a City's cellular telephone

The City cellular phone is prohibited from being used in an illegal, illicit, or offensive manner. This includes, but is not limited to, activities such as harassment or threats.

The City cellular phone is to be used only by the individual to whom it is issued.

The use of the City cellular phone during work hours to make or receive personal calls should be restricted to emergencies. Employees should limit personal calls to their lunch break.

Use of the City cellular phone is a privilege that may be revoked at any time for inappropriate usage.

Employee Reimbursement

If an employee has elected to upgrade the cellular phone/plan, the employee shall sign an agreement providing for the additional charges that the employee is responsible for and that the amount will be deducted from the employee's wages.

In addition, the employee is subject to a wage deduction for personal usage that causes the packaged minutes to be exceeded or personal usage that causes the business calls to exceed the plan limits. The personal usage is assessed at the rate of the excess-minute rate.

Employee's Responsibilities

An employee receiving a City cellular phone may, at his/her option upgrade the cellular phone from the basic cellular phone/plan provided by the City by paying for all the costs associated with the upgrade on the phone, a data plan and any additional minutes that the employee desires for personal use, and the employee upgrading from the basic package is solely responsible for replacing the batteries, and maintaining the phone, and replacement of the phone. The City will replace a phone with a standard issue phone if the damage to the phone is not caused by a lack of due care by the employee; otherwise the employee shall pay for the full cost of the replacement phone.

Where an employee has upgraded from the basic cellular phone/plan, the employee owns the cellular phone, and the employee may use the phone for both business and personal purposes, subject to this policy; however, the use of the cellular phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the City cellular phone benefit. If prior to the end of the mobile phone contract, a decision by the employee, or employee misconduct, or misuse of the phone, results in the City cellular phone benefit being discontinued, or the need to end or change the cellular phone contract, the employee will bear the costs of all fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cellular phone contract for personal purposes, any cancellation charges will be the employee's responsibility.

An employee receiving a City cellular phone is solely responsible for replacing his/her personal mobile phone within five (5) business days if it is stolen, lost, or damaged. The employee must notify the City of any lost or stolen device so the City may take any action against unauthorized access to City information.

Employees must follow the requirements of policies and directives related to open records, city business related records, and records retention.

Employees who abuse this policy for whatever reason may be subject to disciplinary action.

The employee may be held liable for the cost of a lost, stolen, or damaged city cellular phone or equipment. The individual may also be held responsible for calls made while the cellular phone is missing.

City Treasurer's Responsibilities

Comment [JM1]: I think we need to go to a standard-issue phone policy once we renew in April whereby those that are in the field no longer have access to personal use. They are afforded a discount offered by Verizon on their personal plan by virtue of being a City employee. In this way we can steer clear of the claim that the City can't dictate what they can and can't do on the phone and can't claim the City can't force them to have certain elements turned on (i.e., GPS functionality for time keeping).

The City Treasurer will determine an appropriate service provider, equipment needs, and the most cost-effective service plan based on the respective department's needs.

The City Treasurer will review plans periodically with each department head and users to determine if the most cost-effective plan is being utilized.

The City Treasurer will coordinate the setting up of new users with the cellular phone provider

The City Treasurer will coordinate the canceling, terminating or re-issuing of cellular phones and plans with the Cellular Phone Provider once notified by the department head in charge of the employee status.

The City Treasurer will maintain a city- wide inventory of all cellular phones and equipment. Equipment includes such things like chargers, holders, and PC to phone cables.

The City Treasurer will collect any reimbursement for personal calls made by each employee.

Any payment or reimbursement due to the City shall be by payroll deduction and the employee, by signing this agreement expressly consents to said payroll deductions.

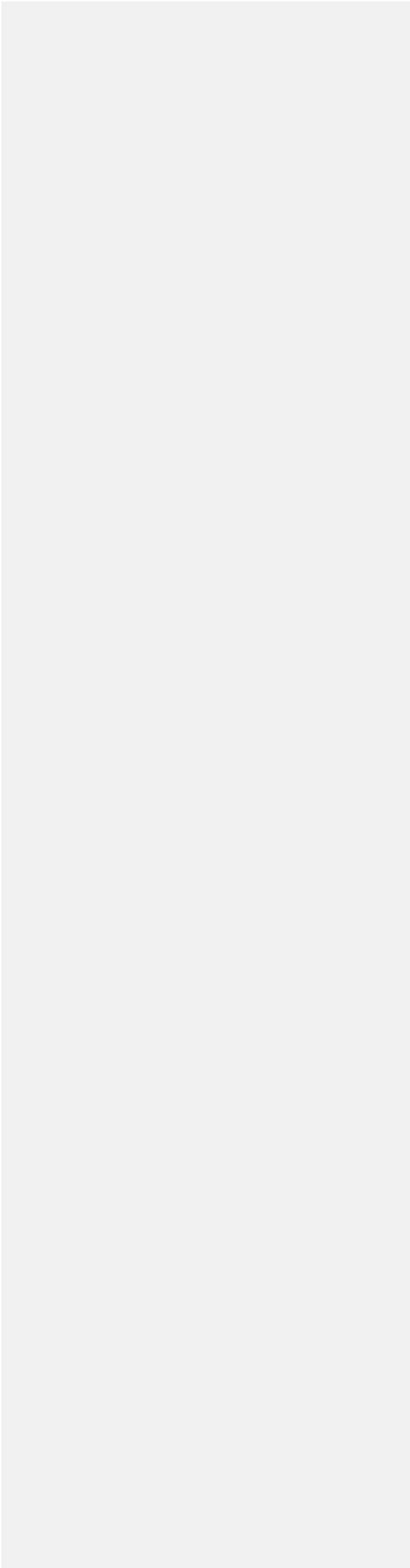
The reimbursement check should be attached to the copy of the cellular phone bill. The reimbursement check must be made payable to the City of Kuna.

I have received the City of Kuna cell phone policy manual and agree to comply with the requirements. By signing I understand these terms and that I am bound to the above stated terms.

Employee Signature _____

Date _____

Employee Name (printed) _____



Section 18.2 SAFETY TOE BOOT POLICY

1.0 PURPOSE:

The purpose of this policy is to establish the requirement of employees wearing safety-toe footwear while working in hazardous environments which could cause foot and or toe injuries. Except for employees who work predominantly in an office environment, all other employees are required to wear work boots – not sandals, flip-flops, tennis or other canvas-type shoes or office-type footwear.

2.0 ORGANIZATIONS AFFECTED:

All departments with employees who work in hazardous environments.

3.0 POLICY

All city employees who are exposed to hazardous environments which could cause foot and or toe injuries are required to wear safety-toe footwear in those environments. Department supervisors are responsible for determining which employees are required to wear safety-toe footwear, enforcing the requirement and restricting employees not properly attired from working in hazardous environments.

4.0 DEFINITION

“SAFETY-TOE FOOTWEAR” means footwear intended to provide protection for the toes against external forces by the use of a protective toe box incorporated in the footwear that is capable of complying with the requirements of ANSI Z41 1991 Standard.

5.0 PROCEDURES

5.1 Protective footwear purchased and worn by employees shall meet ANSI Z41 1991 standards.

5.2 All employees required to wear Safety-Toe footwear will be identified by their supervisor.

5.3 Employees will have the choice of which manufacturer of approved footwear to purchase.

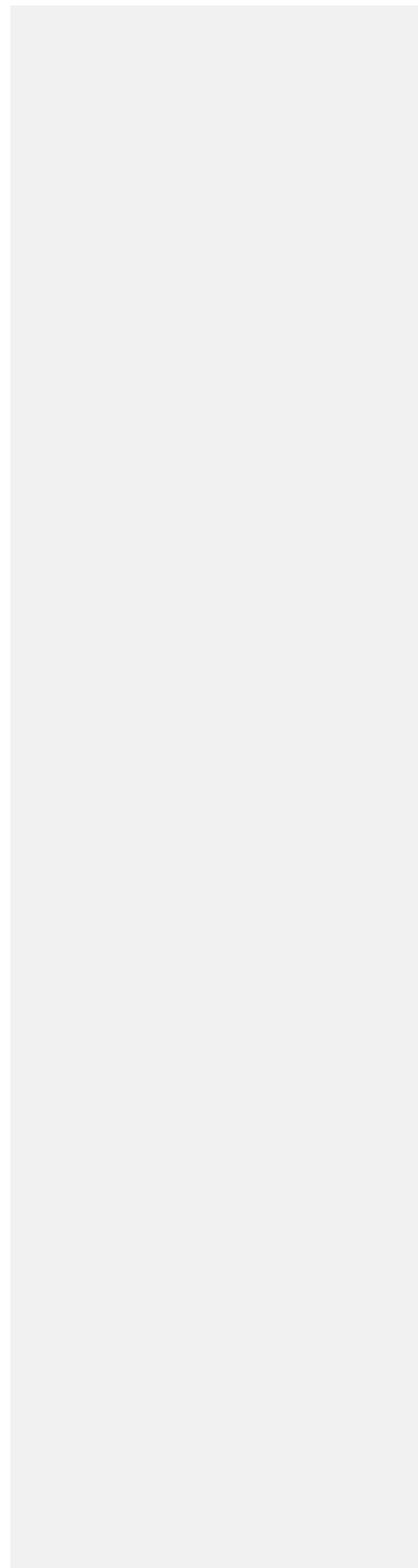
5.4 The City will reimburse a maximum of \$150.00 for an approved pair of safety-toe footwear every two years for employees required to work in defined hazardous areas or activities.

5.4.1 The employee will purchase the safety-toe footwear from an approved vendor.

- 5.4.2 Any amount over the maximum \$150.00 will be paid by the employee, which said amount may be deducted from the employee's paycheck.
- 5.5 Employees will be responsible for maintaining their own safety-toe footwear. Any willfully lost, stolen or damaged footwear in the two year period will be replaced by the employee at the employee's expense as directed by department supervisor.
- 5.6 Employees who are terminated or otherwise end their employment with remaining boot life will be required to reimburse the city for the proportionate cost of the remaining life of the safety-toe footwear based on a two year boot life.
- 5.7 Seasonal employees will generally be restricted from working in defined hazardous environments. If otherwise, the terms of this policy will apply, including reimbursement of the City for unused boot life at the end of employment.

CONCLUSION

This policy is intended to protect the employees who are exposed to hazards capable of damaging feet and or toes.



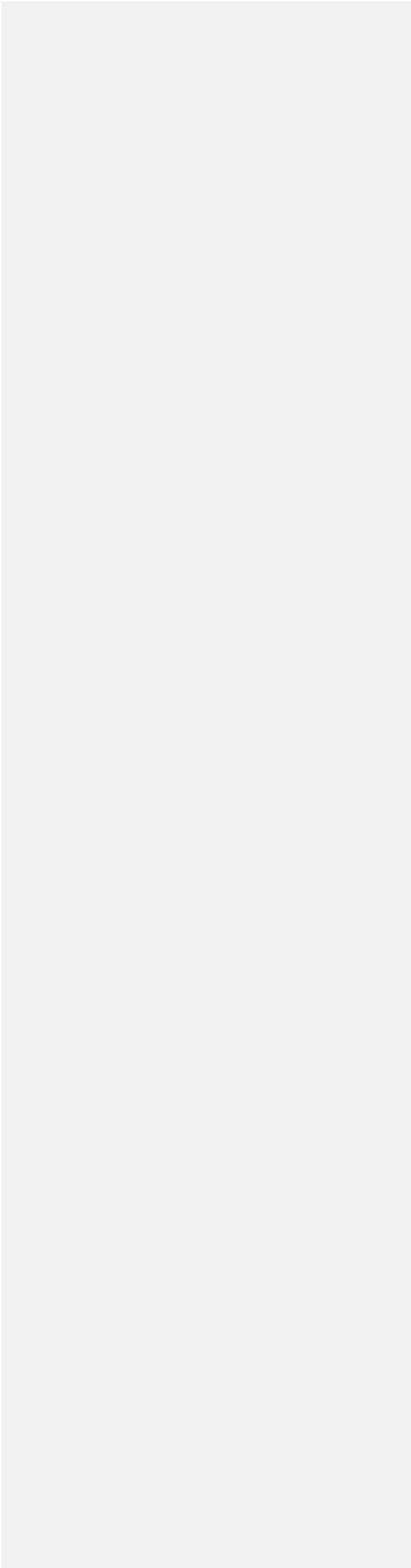
APPENDIX "A"

ACKNOWLEDGMENT OF RECEIPT OF THE CITY OF KUNA PERSONNEL POLICY MANUAL

I, _____ acknowledge receipt of the _____ Personnel Policy, adopted on _____.

- I understand that it is my responsibility to read and review this Policy.
- I understand that I am an at-will employee of the City, that this Policy is not an employment contract, that none of the provisions of this Policy can create a contract and that the Policy is not a guarantee of any particular length or term of employment.
- I understand that I am obligated to perform my duties of employment in conformance with the provisions of this Personnel Policy Manual and any additional rules, regulations, policies or procedures imposed by the office/department in which I work whether or not I choose to read the new Policy.
- I understand that this Policy may be modified without prior notice to me.
- I understand that should this Policy be modified that I will be provided with a copy of the modifications.
- I understand that this Policy may be provided to me in either paper format or by electronic access.

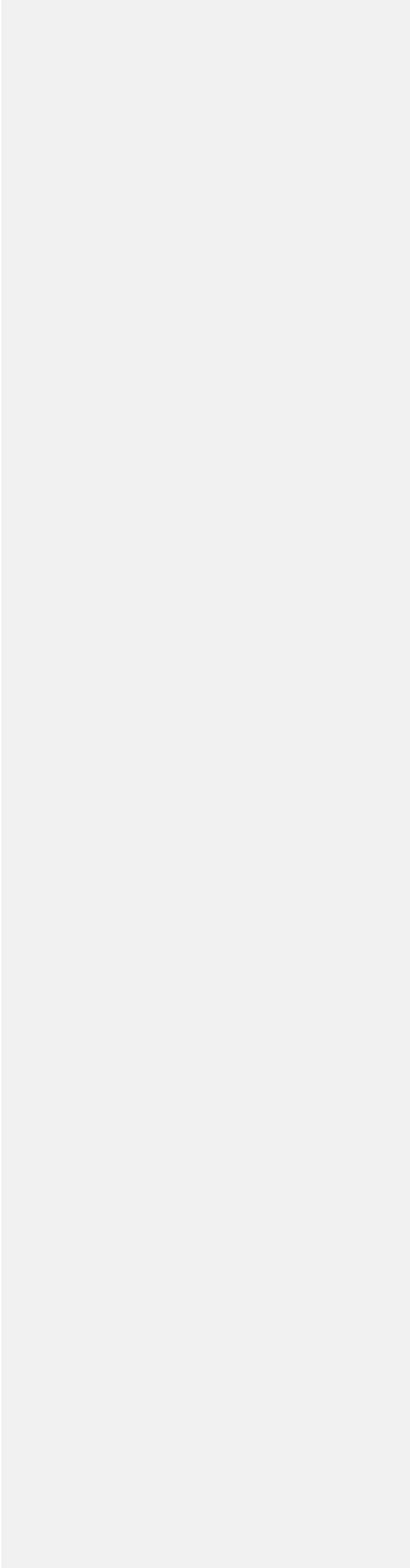
DATED this _____ day of _____, 20 ____.



(Employee)

I, _____, provided a copy (either electronically or by paper) of the City of Kuna City Personnel Policy, as adopted by the City Council on _____ to _____, on this _____ day of _____, 20____.

(Name - Title - Office/department)



CITY OFFICIALS

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

CITY OF KUNA

**City Council Workshop
 Minutes
 Tuesday, July 7, 2015**

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

5:30 P.M. CITY COUNCIL WORKSHOP – Personnel Manual (continued from June 2, 2015)

1. Call to Order and Roll Call

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

CITY STAFF PRESENT: Gordon Law, City Engineer
 John Marsh, City Treasurer
 Chris Engels, City Clerk
 Richard Roats, City Attorney
 Bobby Withrow, Parks Supervisor
 Bob Bachman, Fleet/Facilities Manager

Other staff present in the audience.

City Attorney Richard Roats led the workshop beginning with Chapter 13, Employee Performance and Discipline.

Council President Cardoza commented on the paragraph addressing an employee alleging unlawful discrimination or retaliation or who is legally entitled to a name clearing hearing will meet with the City Council. Council Member Cardoza questions whether one hour in duration stated in the current manual would be long enough to hear witnesses. His recommendation would be open time to allow for a fair hearing.

Council Member Buban-Vonder Haar questioned if City Employees have MSPD EEOP rights or what is their appellate recourse if any.

Mr. Roats responded City Employees do not have MSPD EEOP rights.

Council Member Buban-Vonder Haar questioned if an employee receives disciplinary action, are they given a certain amount of paid time to review the evidence and respond.

Mr. Roats responded that has not been the case in the past but typically what has been done is the employee is given an opportunity to respond to a letter detailing the allegations in a time frame that would depend on the severity and complexity of the allegations. The response time could be stated as 8 hours minimum but not more than 36 hours.

Council Member Buban-Vonder Haar recommends 8 paid hours. She further commented she supports the need to be sure the employees are given the appropriate due process as Council President Cardoza previously mentioned.

Council Member Buban-Vonder Haar asked for clarification of the phrase - the employee has 14 days to respond to demotion or termination. Is this only for employees alleging discrimination or retaliation or for all employee disputes of demotions or terminations in general?

Mr. Roats responded this is limited to those legally cognizable theories. The employee would need to particularly state what the grounds of the dispute are with the facts that then could be heard.

Council Member Buban-Vonder Haar commented, since it has been clarified that disputes would be limited to specific legal bases, employee responses could be more complicated so she would be fine with extending the amount of time or to not assign a time limit at all for the employee to be heard by City Council.

Mr. Roats suggested 14 days or an additional amount if requested.

Council President Cardoza asked about the last sentence of the last paragraph stating the decision shall set forth in writing the reason for the City Council determination. The question is – Is the decision to be made that night, one week later, two weeks later, is there a time element of simplicity to make that decision? Is time of the essence, requiring the time frame to be written in the handbook? Or, is it assumed the decision will be made at that City Council meeting?

Mr. Roats responded the assumption would be that a written decision would not be made at that City Council meeting because that typically would be findings of fact based upon the evidence at the hearing. An addition could be made stating in no event will the opinion or decision be *unintelligible comments*.

Council President Cardoza asked if the decision would have to be made in executive session.

Mr. Roats responded yes, it would be.

Council President Cardoza asked if it should be noted in the handbook that the Council's decision must be made in executive session.

Council Member Buban-Vonder Haar asked if the entire hearing was not taking place in executive session.

Mr. Roats responded yes but he would reiterate that fact.

Chapter 14:

Council Member Buban-Vonder Haar reiterated her preference for numbering.

Chapter 15:

No changes

Chapter 16:

No changes.

Chapter 17:

Council Member Buban-Vonder Haar asked about employee job abandonment. If an employee is away from the job for reasons beyond their control and can show there was no intent to abandon, would there be any flexibility? At this time the manual states if an employee has an unexcused or unauthorized absence of three working days, the employee may be considered to have resigned through abandonment of their position. The words may be should provide the flexibility.

Chapter 18:

No changes

Mr. Roats explained he would like a central location for any adopted resolutions. He asked to have an additional workshop to review all the changes made.

Council agreed to another meeting.

It is proposed to have the workshop on July 21, 2015 at a pre-council meeting at 6:30 p.m.

Council agreed to the July 21, 2015 workshop at 6:30 p.m.

Meeting closed at 5:55 p.m.

Council Member Stear moved to adjourn the personnel manual workshop. Seconded by Council President Cardoza, all voting aye. Motion carried 4-0.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Dawn Stephens

Date Approved: CCM 07.21.2015

CITY OFFICIALS

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

CITY OF KUNA

**Regular City Council Meeting
 Minutes
 Tuesday, July 7, 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

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

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

2. Invocation: Chris Bent, Calvary Chapel

3. Pledge of Allegiance: Mayor Nelson

4. Consent Agenda:
 (Timestamp 00:01:30)

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. City Council Workshop Minutes June 16, 2015
2. Regular City Council Minutes June 16, 2015

B. Accounts Payable Dated July 1, 2015 in the Amount of \$541,992.63

C. Alcohol Licenses:

D. Findings of Facts and Conclusions of Law:

Council President Cardoza asked if the repairs to the snack shack were on City property or private.

Mayor Nelson said it was City property.

Police Chief Justin Dusseau said there would be restitution asked for from the parties responsible for the damage.

Council Member Stear moved to approve the consent agenda as presented. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

5. Citizen's Reports or Requests:

(Timestamp 00:03:10)

- A.** Proclamation of Recommitment to Full Implementation of the Americans with Disabilities Act – Mayor Nelson read the Proclamation and proclaimed Friday, July 17, 2015 in the City of Kuna to be Americans with Disabilities Act Awareness Day
- B.** Request for \$60.00 Fee Waiver for Bernie Fisher Park – Chris Bent, Calvary Chapel

Calvary Chapel Kuna requests a fee waiver (\$50.00 band shell and \$10.00 electricity) for Church Service/Picnic/Baptism on July 19, 2015 from 8:00 a.m. to 4:00 p.m. Open to public.

Pastor Chris Bent explained that it was an all-day event with a service, food and baptism and will be open to the public.

Motion from Council Member Stear failed for lack of a second and the topic was open to discussion.

Council Member Stear said he attended last year and thought it was a good event.

Mayor Nelson pointed out the event was open to the public and was eligible for a fee waiver.

Council President Cardoza stated he was concerned about separation of church and state on an issue like this.

Council Member Buban-Vonder Haar stated she had no problems with the picnic but feels uneasy about the church services.

Council Member Jones stated park fees have been placed to help offset the cost to the City to maintain the park areas. He feels fee waiver requests are getting worse and worse and costs the City money to maintain the parks. The fees are very reasonable and the line needs to be drawn to not approve waivers. If waivers are going to continue, then the fees should be removed completely. Otherwise the City is asking citizens to make a donation to whichever entity is using the park facilities.

Council Member Buban-Vonder Haar stated her guiding criteria for fee waivers is if it is something that is open to the entirety of Kuna and if it benefits the community in some way. The concept of the fees is to have the use of an area to the exclusion of everyone else. Would establishing lower fees for non-profit organizations be helpful?

Council Member Jones stated he had no problem with compromise but the fee waiver subject needs to be revisited sometime after the summer months due to the fact that some waivers have already been approved for the summer months. Expenses keep going up to maintain the facilities and the chance to recoup some of those expenses is being waived.

Council Member Stear reiterated that he attended this event last year and does not see anything wrong with this type of request from this organization. His feeling is this is not a donation of fees it is a non-collection of fees.

Mayor Nelson asked if anyone would care to second. Motion died for lack of a second.

Council Member Buban-Vonder Haar asked Council President Cardoza if he would be agreeable to just a picnic.

Council President Cardoza responded yes, he would be agreeable. The fact that it is a church service and baptism isolates the event from the community to a certain degree and worries him regarding the issue of church and state. If it were strictly a public picnic there would be no problem. Council President Cardoza extended an invitation to Pastor Bent to come by his office and he would be glad to donate \$60.00 to the church.

Council Member Jones stated he had no problem with approving this now. He would like to re-visit the subject of fee waivers at a future time.

Council Member Buban-Vonder Haar stated that there were votes to approve the picnic but not the service. Would Pastor Bent be interested in having just the picnic approved or would it be all or nothing for him?

Pastor Bent responded that the whole purpose of having the services outdoors was to be able to invite the public. He apologizes for the issue this has created.

Council Member Jones asked Pastor Bent about the baptism portion and that his assumption would be that the public could not just decide to be baptized on that day without meeting certain requirements with the church.

Pastor Bent responded that was not the case.

Council Member Buban-Vonder Haar stated that even if the fee waiver was denied, the park could still be reserved for exclusive use by the church if the fees are paid.

Mayor Nelson is sorry to report the motion to approve the park fee waiver for Calvary Church was denied.

Pastor Bent asked if he could say one more thing. He appreciates the Council's time and he appreciates the Council's sincere consideration. He will abide by and honor the Council's decision which in no way reflects on he feels about the Council, he still loves them and invites everyone to attend the services and picnic.

C. Request for \$100.00 Fee Waiver for Senior Center – Dave Lyon, VFW

Kuna VFW Post 7019 requests a fee waiver for the Veterans Breakfast on November 7, 2015 from 6:00 a.m. to 12:00 p.m. Open to public.

Dave Lyon from the VFW 7019 and is requesting a fee waiver for the Veterans Breakfast and will be open to the public. Money made on VFW fund raisers goes to the veterans and community service. The VFW donates to the Boise Veterans Medical Center, VFW Children's Home, Salvation Army, Kuna Food Bank, Boise Rescue Mission, and Ada County Sherriff's Domestic Fund (Kuna Police). All of the funds the VFW has beyond expenses go to those charities as well as others.

Council Member Buban-Vonder Haar asked what the costs were.

Mr. Lyon responded there is a charge of \$7.00 per adult, children 6 – 10 years \$3.50 and children under 6 years are free.

Council President Cardoza asked if it was the VFW or American Legion does the flags at the cemetery.

Mr. Lyon indicated it was the American Legion.

Council Member Jones stated, during the motion that his concern for the Senior Center is it seems the Seniors are the only ones paying for its use. He will vote yes but would like to the subject of fee waivers addressed at some point.

Council Member Buban-Vonder Haar stated, during the motion that due to the breakfast having a cost attached, it is not truly open to the public. She will vote yes

Council Member Stear moved to approve Fee Waiver. Seconded by Council President Cardoza with the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

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

- A. Request to table until July 21, 2015 due to publication error – Richard Roats, City Attorney

(Timestamp 00:30:12)

Public Hearing and Consideration of Resolution R26-2015 to Amend Park Fee Schedule for Parks and Public Property

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R80-2014 TO ADD FEES FOR THE USE OF THE DISC GOLF, VOLLEY BALL COURT, HORSESHOE PIT AND COVERED TABLES AT PARKS OTHER THAN BERNIE FISHER PARK, AND DELETING THE CLEANING AND DAMAGE DEPOSIT PROVISION FROM THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

Council Member Stear moved to table Public Hearing and Consideration of R26-2015. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

7. Business Items:

- A. Presentation of FYE 2016 Budget Request, Ada County Sheriff – Justin Dusseau, Kuna Police Chief

(Timestamp 00:31:09)

Kuna Police Chief Justin Dusseau explained he is committed in every way to not only the safety of this community but also to be responsible in managing business well. That being said, at this time he is asking for just a shade under a 3 percent

increase. Overall, the biggest portion of the increase comes from Health, Retirement and COLA. The Kuna Police has not had a cost of living adjustment in 2 years. A 2 percent COLA is anticipated for the Ada County Sheriff Department. Kuna Police, as a contracted service, requires Chief Dusseau to add that amount to the 2016 budget request and present that increase to the Council. 97 percent of the 3 percent budget increase is due to Health, Retirement and COLA. Vehicle maintenance, fuel and replacement cost decreased. Operating expenses also decreased. The Trauma Intervention Program was introduced last year. The fee was covered by the County last year but it was necessary to be added to the Kuna Police budget for 2016. This cost was offset by budget decreases in other areas. On Body Video and the required components were added. Equipment needs to be purchased for detectives and the K9. Calls for service have increased.

Chief Dusseau stood for questions.

Council Member Stear complimented the Chief for how his budget was assembled.

Council President Cardoza thanked the Chief for the give and take of the budget to offset the increase.

Council Member Jones stated he thinks the Kuna Police do a great job. He understands the expense of vehicles and asked if there are any motorcycles.

Chief Dusseau explained there used to be but the effectiveness of motorcycles due to factors such as safety, night patrols, seasonal weather and lack of being able to transport anyone make vehicles a more bang for the buck choice.

Council Member Jones feels that if there is a request for the city to purchase a vehicle that the city should own the vehicle. He asked if there is a possibility to obtain a surplus vehicle.

Chief Dusseau explained there is always that possibility. He would need to explore some different avenues and ideas and come back with that information.

Mayor Nelson said he drives the vehicle that was provided frequently. He commented that the TIP programs is excellent and appreciates Chief Dusseau for including it in the budget. Mayor Nelson also stated that he appreciates all the good work of Chief Dusseau.

**B. Presentation of FYE 2016 Budget Request, Ada County Prosecutor– Tamera Kelly, Deputy Prosecutor
(Timestamp 00:48:43)**

Tamera Kelly, Deputy Prosecutor for the Ada County Prosecuting Attorney. The budget request of the fiscal year 2016 for \$51,711 which is slight decrease over the year. There has been a reduction in cases prosecuted which is reflected in the decreased budget request.

Ms. Kelly stood for questions.

Council Member Buban-Vonder Haar asked why the revenue increases between FY 2011 and FY 2015 has gone down over 55 percent but expenses have increased over 9 percent.

Ms. Kelly explained that she does not have an exact answer but *unintelligible comment* for the City of Kuna did decrease. Her educated assumption would be that part would be the reduction in cases but not a significant contributor. Part is that the Prosecutor's Office allows some people that have an infraction ticket to take a class called Alive After 25 and the citation is dismissed. Another part would be the Prosecutor's office main focus is our community safety; fine collection is less of a priority.

Council Member Jones asked if there was a fee for the Alive After 25 class.

Ms. Kelly responded the class is not done through their office but the class is free.

Council Member Jones expressed he was concerned with the decrease in revenue. He feels heavy fines are a deterrent to offenders to not re-offend.

Ms. Kelly responded that she would agree with Council Member Jones in some cases. The Prosecutor's Office makes requests to judges but are left with the decision the judge makes in regard to that request.

Council President Cardoza asked if the cost included the possible COLA from Ada County.

Ms. Kelly responded no, the cost is for attorney salaries. Ms. Kelly does not believe that the expected COLA increase from the Ada County Commissioners applies to the Prosecutor's Office. If it does apply, that is not part of the budget request, the budget request will remain as submitted.

C. June Construction Report (*no action required*) – Gordon Law, City Engineer (Timestamp 00:59:29)

City Engineer Gordon Law noted the item number 1 is Well number 11. That drilling project has progressed and the well is mostly developed and ready to proceed to the next step. There will be an amendment to the FY 2015 budget to complete the project and get Well 11 on line. There has been an irrigation project on Avenue B and 2nd Street that has taken longer than was expected. Mr. Law has spoken with the contractor to keep the project moving along. He stood for questions.

Council President Cardoza asked where Well 11 is located.

Mr. Law said it was in Butler Park.

Council President Cardoza asked if Well 11 is next to Well 3.

Mr. Law explained yes, it is.

Council President Cardoza asked if Well 3 had problems with sulphur, wouldn't the same problem affect Well 11?

Mr. Law explained the water for Well 11 is being pulled from a different level to avoid those problems.

Council Member Buban-Vonder Haar indicated that she had received comments that trucks from a pressurized irrigation project at Walnut Creek subdivision tore up grass.

Mr. Law clarified possibly the location is the frontage right next to Ten Mile Rd? If the person or people could call him directly, he will correct what needs to be fixed.

Council Member Jones asked if the saw cutter was used.

Mr. Law confirmed it was.

- D.** Update on proposed Park Impact Fee Committee members and resolution
(*continued from June 16, 2015*) – Richard Roats, City Attorney
(*Timestamp 01:04:40*)

City Attorney Richard Roats explained that he would like to request the item be tabled to July 21, 2015

Council Member Stear moved to table to July 21, 2015. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

- E.** Consideration to approve Resolution R31-2015. Ada County Highway District Linder/Main/3rd Street Roundabout Project – Richard Roats, City Attorney
(*Timestamp 01:5:47*)

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ACQUISITION DOCUMENTS RELATED TO THE CONSTRUCTION OF THE ROUNDABOUT AT LINDER/MAIN/3RD STREETS, KUNA, IDAHO WITH THE ADA COUNTY HIGHWAY DISTRICT PROJECT NO. 313043

City Attorney Richard Roats explained there were questions and concerns regarding this project at the June 16, 2015 Council Meeting. There has since been a meeting at the proposed project site with ACHD and Project Manager Ryan Cutler. An

aerial map of the project area was provided to Council. The answer to Council President Cardoza's June 16th question regarding no receipt of compensation to the City for the right of way is that in October 2012, the City of Kuna and ACHD entered into an intergovernmental agreement in which neither party would charge each other fees. ACHD receives the right of way at no cost but the City also receives the benefit of not being charged certain fees from ACHD that we were required to pay in the past. Mr. Roats clarified the flag markers and line markings on the aerial map. Mr. Roats addressed the June 16th questions about accesses for the businesses in the project area. All businesses will retain their accesses with some directional or placement changes.

Mr. Roats stood for questions.

Council Member Buban-Vonder Haar asked about the large portion of the city park being taken out and why the roundabout couldn't be moved toward the north east corner.

Mr. Roats responded he was not qualified to comment on the design work of the project. There is currently ACHD right of way on the south west area where the city park is located.

City Engineer, Gordon Law commented there was some placement discussion in the committee meetings to maintain the businesses accesses.

Council Member Jones asked who owns the alley way next to the Car Wash on Linder Rd. His concern is the property has now become landlocked. Council Member Jones' main question is if ACHD is open to modifying the design or are we at a point where modifications are not an option.

Mr. Roats responded it is his understanding that we are past the point of modifications.

Council Member Jones pointed out there did not seem to be designated bike lanes in the roundabout.

Mayor Nelson asked if it could be asked of ACHD to provide an access point in the sidewalk to the landlocked property.

Mr. Roats asked the City Clerk, Chris Engles, to pull the original packet that has several maps showing right of ways and easements.

Council Member Jones asked if the consideration to approve Resolution R31-2015 could be tabled until the Council's questions are answered regarding ACHD's willingness to move the circle.

Mayor Nelson asked if tabling until the next Council meeting would interfere with any of ACHD's time frames.

ACHD's representative responded it would not interfere.

Council Member Stear asked if all the property owners affected by the construction had been contacted.

City Engineer, Gordon Law responded yes.

Council Member Jones asked that verification be made that all property owners had been contacted. He has concerns regarding communication with some of the property owners.

Council President Cardoza asked if the landlocked property could be donated by ACHD to the City. The City could develop it as a small common area or park.

Planning and Zoning Director, Wendy Howell stated that at this time, the placement of the roundabout is within ACHD easements. If the placement was shifted either East or Southeast it will encroach on private property with potential of having to purchase that property. The roundabout is not encroaching on the park; it is part of ACHD's right of way.

Council Member Buban-Vonder Haar moved to table Resolution R31-2015 to July 21, 2015. Seconded by Council Member Jones, all voting aye. Motion carried 4-0.

- F. Consideration to approve Resolution R34-2015. Intersection Improvements Located at Linder and Deer Flat – Gordon Law, City Engineer
(Timestamp 01:38:01)

A RESOLUTION OF THE CITY OF KUNA, IDAHO FINDING NO ADVERSE AFFECT TO THE FARM ESTATES PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE U.S. DEPARTMENT OF TRANSPORTATION SECTION 4(F) DE MINIMIS IMPACT FINDING FOR PUBLICLY OWNED PARKS, RECREATION AREAS, AND WILDLIFE AND WATERFOWL REFUGES AND THE LETTER STATING THAT THE PROJECT'S IMPACTS TO THE FARM ESTATES PARK WILL NOT "ADVERSELY AFFECT THE ACTIVITIES, FEATURES AND ATTRIBUTES" OF THE SECTION 4(F) RESOURCE.

City Engineer Gordon Law explained there is an easement for drainage purposes in that park. However, funding for the project is Federal so there still must be a determination made that the project is not a detriment to the park in its normal uses, landscape, etc. in order to receive funding. That determination has been made. In order to proceed further, Resolution R34-2015 is before the Council.

Council Member Jones commented during the motion. He asked if the park area would be returned to its original state when the project was complete.

City Engineer, Gordon Law responded yes, that is his understanding.

**Council Member Stear moved to approve Resolution R34-2015. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:
Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear
Voting No: None
Absent: None
Motion carried 4-0.**

- G.** Discussion to change official City email address extension from .com to .gov or .org – John Marsh, City Treasurer

City Treasurer John Marsh explained as part of the implementation of the new timekeeping system, there is a requirement to re-up on an SSL certificate. There will be a redirect for current city email addresses for one year. Mr. Marsh would like to recommend changing the City email addresses from .com to .gov.

Council agreed to change to .gov.

8. Ordinances:

- A. Second Reading of Ordinance No. 2015-10 Modify Mayor's Position to Full time with Compensation**
(Timestamp 01:46:30)

*Consideration to waive three readings
Consideration to approve ordinance
Consideration to approve a summary publication of the ordinance*

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING SECTION 1-5-2 OF THE KUNA CITY CODE, ENTITLED SALARY (MAYOR); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. First Reading of Ordinance No 2015-12 Idaho Power Franchise Agreement**
(Timestamp 01:47:37)

*Consideration to waive three readings
Consideration to approve ordinance
Consideration to approve a summary publication of the ordinance*

AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE SECTIONS 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, AN IDAHO CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC

PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF 20 YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.

City Attorney Richard Roats explained there was some negotiation with Idaho Power. Mr. Roats would like it noted the caption should read, for a term of 10 years not 20 years. There is a zero percent franchise fee. There are still changes that need to be made.

Council Member Buban-Vonder Haar asked what the benefit to the City?

Mr. Roats responded; a franchise fee. There is the thought of perhaps looking at a license agreement for the rights of way but Idaho Power likes franchise fees.

Council Member Buban-Vonder Haar prefers not to sign the agreement. She does not see a benefit to the City and has the potential to actually be restricting to the City.

Mayor Nelson has concerns about the statement in the contract regarding an agreement not to compete. There are changes in the future regarding energy production that would make an agreement like this restricting to the city. He would like a better explanation for that particular statement. His recommendation would be not to sign at this time.

Council Member Jones asked for clarification that there is nothing to prevent the City from growth or restrictions set in place by Idaho Power if the agreement is not signed.

Mr. Roats responded Idaho Power is regulated by the PUC so they must provide their services. He will make the changes to the agreement that have been discussed as well as speak them about further explanation of the agreement.

Council Member Cardoza asked for clarification regarding Section 10. It is his understanding Section 10 takes away the authority of the Council to impose a franchise fee; it would have to go to a vote of the people.

Mr. Roats explained that would be the case if the franchise fee was between 1 and 3 percent. The Council can impose a 1 percent franchise fee; anything above 1 percent would have to be approved by the simple majority of voters.

9. Mayor/Council Discussion Items:

Mayor Nelson explained previously as new subdivisions were developed, the City has always looked at drainage canals and ditches and asked developers to maintain their flow through the developing property. There have been a couple of situations in which inadequate construction processes have taken place that have caused issues. His recommendation is to change some ordinances to require drainage plans to be approved by the City Engineer. If Council is agreeable, City Attorney Richard Roats will work on an ordinance.

Council agreed.

Council Member Jones asked about the past discussions regarding compensation for the towers hosting antennas that don't belong to the city.

City Attorney Richard Roats explained Safelink is the internet company that utilizes the water tower for their antenna. There has not been a follow up since the initial negotiations took place. He will follow up as soon as possible.

City Clerk Chris Engels asked if the Council would like to schedule the upcoming City budget meetings during daytime hours to not impose on evenings.

Council agreed to schedule the budget meetings for 4:00 p.m. beginning Monday, July 13, 2015.

10. Announcements:

11. Executive Session:

12. Adjournment:

Council Member Stear moved to adjourn the meeting at 9:15 p.m. Seconded by Council Cardoza Jones, all voting aye. Motion carried 4-0.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Dawn Stephens
Date Approved: CCM 07.21.2015

CITY OFFICIALS

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

CITY OF KUNA

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

City Council Budget Workshop**Minutes**

Monday, July 13, 2015

4:00 p.m.

4:00 P.M. CITY COUNCIL BUDGET WORKSHOP**1. Call to Order and Roll Call**

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

CITY STAFF PRESENT: Gordon Law, City Engineer
 John Marsh, City Treasurer
 Chris Engels, City Clerk
 Richard Roats, City Attorney
 Wendy Howell, P & Z Director

2. FYE 2016 General Fund Revenue Workshop

City Treasurer John Marsh explained that the general fund revenue will be reviewed. The first portion of the revenue statement is a summary for the last five years followed by details. Mr. Marsh reviewed the summary and the maximum property tax line item amount available of \$1,971,444.

He asked Council if there were any items they wished to discuss before he went into the specifics of the potential revenue. Council had no questions at the time.

Mr. Marsh explained how property taxes are established and what the various impacts can be. Council has the ability to add to the taxes, a maximum increase of \$182,223. Taxes are comprised of the largest of the prior 3 year's tax levy, the agricultural equipment replacement, personal property tax exemption replacement, new construction, annexation rolls and foregone property tax as well as a possible 3% over the previous year. Mr. Marsh reviewed the available amounts for consideration.

Mr. Marsh explained the impact of the tax levy increases on an average home of \$100,000 taxable value. He will send Council a breakdown of each percentage of increase.

Council President Cardoza asked if the mill rate has been going down.

Mr. Marsh confirmed the levy rate has gone down because of an increase in values.

Council Member Stear commented that he reviewed his property tax bills from the last few years for the City of Kuna taxes only and the levy rates have gone down as well as the dollar amount.

Mayor Nelson updated Council that half the solar farm is coming into the City but all of it will be in the school district. The Simplot plant will be in the school district.

Council Member Jones thanked Mr. Marsh for preparing the interpretation of property taxes. He asked if some of the funds for increase comes from growth or what the percentage of growth would impact the levy amount.

Mr. Marsh said he could run some calculations.

Council Member Jones asked if the preliminary tax matrix is an estimate or a set amount.

Mr. Marsh responded the tax matrix is absolute and accurate.

City Engineer Gordon Law asked what the city's mill rate is for 2014.

Mr. Marsh responded the 2014 mill rate was .00319.

Council Member Jones asked for clarification that new growth would pick up 40% of the increase.

Mr. Marsh confirmed that was correct. He explained the impact of large growth on taxes.

Mr. Law commented that is one of the critical reasons for bringing large businesses to the area.

Council Member Stear stated that the problem with the school district is growth brings more students whereas businesses bring a larger tax offset.

Mr. Law asked Mr. Marsh about the solar farm and a possible special property tax program for them.

Mr. Marsh clarified there are unknowns regarding State and County and which entity will be assessing the taxes.

Mayor Nelson added the City is researching the matter.

Council Member Stear stated that he doesn't see Ada County do tax abatements or tax breaks but Canyon County has and abatements or breaks should be watched.

Mr. Marsh asked if there were any further questions or discussion.

Council Member Buban-Vonder Haar stated she prefers to take new construction and annexation.

Council Member Jones asked about the increase in actual property tax revenue that shows in the worksheet.

Mr. Marsh explained that it is from previous year's delinquent property taxes that have been received.

Council Member Buban-Vonder Haar asked about the Senior Center revenue decrease.

Mr. Marsh indicated that a church that rented the facility on Sundays discontinued and rentals have not rebounded or fee waivers have been approved for the facility.

City Clerk Chris Engels explained the church that rented the facilities discontinued and bingo expanded into Saturday afternoon.

Council Member Buban-Vonder Haar asked what makes up the miscellaneous income line item.

Mr. Marsh responded that would include items infrequent in occurrence or unusual in nature.

Mr. Marsh reviewed sales tax and liquor distribution revenues.

Council Member Buban-Vonder Haar asked if the document could have hyperlinks from the information page to the details.

Mr. Marsh responded he would bookmark the detail pages.

Mr. Marsh reviewed franchise fees.

Council Member Jones asked the impact of imposing a franchise fee in mid budget year on property taxes.

Mr. Marsh clarified franchise fees would be supplemental revenue and there is not an impact to property taxes.

Mr. Marsh covered Planning & Zoning revenues.

Council Member Jones asked why Planning & Zoning is not separate from the general fund. He thought that since they generate revenue, they should have greater input in spending.

Mr. Marsh explained the general fund activity is Governmental fund activity.

Mr. Marsh covered Plumbing and Electrical Permits.

Council President Cardoza asked why Plumbing and Electrical permits increased, but Mechanical permits did not.

Planning and Zoning Director Wendy Howell explained Plumbing and Electrical permits are issued for repair and replacement projects, not only new construction.

Council Member Buban-Vonder Haar asked about inspection revenue.

Mr. Marsh explained inspections are combined with building permits.

Council Member Buban-Vonder Haar asked if employees are paying for coffee.

Mr. Marsh confirmed that employees are paying each month.

Council Member Jones asked about items not tracked in Planning and Zoning.

Mr. Marsh explained there isn't a count as there isn't a system in place but there will be one in place for 2016.

Mr. Marsh explained the fund balance carry over amount and its impact.

Council Member Jones asked about page 48 and it appears there is a shortage.

Mr. Marsh explained the revenues and expenditures reflect the May financials. There are remaining revenues and encumbrances to be accounted for.

Council Member Jones asked what happens to funds not used during the fiscal year for projects that don't come to fruition.

Mr. Marsh explained the money is returned to the fund balance.

Council Member Jones asked how he would know what those details are.

Mr. Marsh explained that he could provide financial details for particular projects or provide a quarterly report for projects.

Council President Cardoza if the fund balance carryover is the same as the contingency funds.

Mr. Marsh explained yes it will be when we reach the end of the fiscal year.

Mr. Law asked if line item excess funds carried over from year to year.

Mr. Marsh explained funds are not carried over in each line item.

Council President Cardoza asked if each line item would be zeroed out on September 30th.

Mr. Marsh responded yes, with all remaining revenue and expenses accounted for as one balance.

Council Member Jones asked about the rental property and if there isn't other property the city owns?

Mr. Marsh clarified the other properties such as the farmland revenue goes into the enterprise funds.

Council Member Jones stated that vendor permits have dropped off considerably because of special events without any fees. He also asked if the lock box had been taken care of.

Mr. Marsh explained the Treasurer's office will be taking over the collection of the funds twice a week during summer and once a week during the winter. He indicated the next meeting is July 27, 2015 and the projected expenditures will be brought forward and prioritized. The documents will be sent to Council as soon as possible for review. The time of the workshop will be decided at the July 21, 2015 City Council Meeting.

3. Adjournment: The meeting was adjourned at 5:45 p.m.

Council Member Jones moved to adjourn the Budget Workshop. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Dawn Stephens

Date Approved: CCM 07.21.2015

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	4097036-000	3086	AC POWERED CLOCK REPLACEMENT FOR PARK MAINTENANCE. SPRINKLER CLOCK. P.KAUFMAN, PARKS. JUL.15	07/01/2015	84.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/15		
Total 4097036-000:						84.98	.00					
Total 2M COMPANY, INC.:						84.98	.00					
ACEM												
839	ACEM	60415		4TH QRTE MEMBER DUES. 2015- G NELSON. JULY 15	07/01/2015	1,316.75	.00	01-6075 DUES & MEMBERSHIPS	0	7/15		
Total 60415:						1,316.75	.00					
Total ACEM:						1,316.75	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	JUNE 2015		ACHD IMPACT FEE TRANSFER. JUNE 26	07/08/2015	43,277.00	43,277.00	01-2510 ACHD IMPACT FEE TRANSFER	1003	7/15	07/09/2015	
Total JUNE 2015:						43,277.00	43,277.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						43,277.00	43,277.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13280		ACHD SHOP RENT. AUGUST 15. PARKS	07/15/2015	148.50	.00	01-6211 RENT- BUILDINGS & LAND	1004	8/15		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13280		ACHD SHOP RENT. AUGUST 15. WATER	07/15/2015	126.00	.00	20-6211 RENT- BUILDINGS & LAND	0	8/15		

City of Kuna

Payment Approval Report - City Council Approval

Page: 2

Report dates: 7/3/2015-7/16/2015

Jul 16, 2015 04:11PM

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
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13280		<u>ACHD SHOP RENT, AUGUST 15, SEWER</u>	07/15/2015	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	8/15		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13280		<u>ACHD SHOP RENT, AUGUST 15, PI</u>	07/15/2015	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	8/15		
Total 13280:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	5914		<u>SHERIFF SERVICES, JULY 15</u>	07/01/2015	127,095.67	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	7/15		
Total 5914:						127,095.67	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						127,095.67	.00					
ALLOWAY ELECTRIC CO												
1087	ALLOWAY ELECTRIC CO	36978	3053	<u>3 LIGHTPOST REPAIRS, POLE #792B, POLE #793B, POLE #794B, HAWKNEST AND LINDER RD, D CROSLEY, STREETLIGHTS, JUNE 15</u>	06/30/2015	90.46	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	7/15		
Total 36978:						90.46	.00					
Total ALLOWAY ELECTRIC CO:						90.46	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126801746	3111	<u>BATTERY FOR THE KUBOTA RTV 900, B.GILLOGLY, PARKS, JUL.'15</u>	07/08/2015	75.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	7/15		
Total 4126801746:						75.99	.00					
1606	AUTOZONE, INC.	4126801747	3111	<u>1 EA. BATTERY FOR THE KUBOTA, CREDIT CORE CHARGE, B.GILLOGLY, PARKS, JUL.'15</u>	07/08/2015	-5.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	7/15		

City of Kuna

Payment Approval Report - City Council Approval

Page: 3

Report dates: 7/3/2015-7/16/2015

Jul 16, 2015 04:11PM

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 4126801747:						-5.00	.00					
Total AUTOZONE, INC.:						70.99	.00					
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	59279	3050	47,440 LBS SODIUM HYDROXIDE, T SHAFER, SEWER, JUN.'15	06/30/2015	6,878.80	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	6/15		
Total 59279:						6,878.80	.00					
Total BHS SPECIALTY CHEMICALS:						6,878.80	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4813544	3047	1 CS TOILET PAPER FOR THE PARKS, 2 CS TRI FOLD PAPER TOWELS FOR THE PARKS, N PURKEY, PARKS, JUNE 15	06/26/2015	74.46	.00	01-6025 JANITORIAL	1004	6/15		
Total 4813544:						74.46	.00					
1240	BRADY INDUSTRIES OF IDAHO LLC	4815403	3063	1 CS ROLL PAPER TOWELS, 1 CS TOILET PAPER, 1 CS LARGE TRASH LINERS, CITY HALL, JUNE 15	06/30/2015	139.14	.00	01-6025 JANITORIAL	0	6/15		
Total 4815403:						139.14	.00					
1240	BRADY INDUSTRIES OF IDAHO LLC	4815405	3063	1 CS PAPER TOWELS, 1 CS TOILET PAPER, SR CENTER, JUNE 15	06/30/2015	54.90	.00	01-6025 JANITORIAL	1001	6/15		
1240	BRADY INDUSTRIES OF IDAHO LLC	4815405	3063	1 CS ROLL PAPER TOWELS, 1 CS TOILET PAPER, 1 CS LARGE TRASH LINERS, SR CTR, JUNE 15	06/30/2015	54.00	.00	01-6025 JANITORIAL	1001	6/15		
Total 4815405:						108.90	.00					

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Total BRADY INDUSTRIES OF IDAHO LLC:						322.50	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	0005437		<u>3/4 ROADMIX FOR GREENBELT PATHWAY EXTENSION, APRIL 15</u>	04/15/2015	744.60	.00	<u>03-6364 EXPENDITURE-CIM GREENBELT EAST</u>	0	4/15		
10	BUSY BEE SAND & GRAVEL	0005437		<u>3/4 ROADMIX FOR GREENBELT PATHWAY EXTENSION, APRIL 15</u>	04/15/2015	1,737.39	.00	<u>03-6365 EXPENDITURE-ID PARKS & REC RTP</u>	0	4/15		
Total 0005437:						2,481.99	.00					
10	BUSY BEE SAND & GRAVEL	0006401		<u>ROAD MIX, GREENBELT PATHWAY EXTENSION, APRIL 15</u>	04/13/2015	66.97	.00	<u>03-6364 EXPENDITURE-CIM GREENBELT EAST</u>	0	4/15		
10	BUSY BEE SAND & GRAVEL	0006401		<u>ROAD MIX, GREENBELT PATHWAY EXTENSION, APRIL 15</u>	04/13/2015	156.26	.00	<u>03-6365 EXPENDITURE-ID PARKS & REC RTP</u>	0	4/15		
Total 0006401:						223.23	.00					
10	BUSY BEE SAND & GRAVEL	483282	2987	<u>SAND FOR THE BEACH AT NICHOLSON POND, B.GILLOGLY, PARKS, JUN.'15</u>	06/08/2015	25.23	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/15		
10	BUSY BEE SAND & GRAVEL	483282	2987	<u>SAND FOR THE BEACH AT NICHOLSON POND, B.GILLOGLY, PARKS, JUN.'15</u>	06/08/2015	25.56	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/15		
10	BUSY BEE SAND & GRAVEL	483282	2987	<u>SAND FOR SADIE CREEK POND, B.GILLOGLY, PARKS, JUN.'15</u>	06/08/2015	24.78	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/15		
Total 483282:						75.57	.00					
Total BUSY BEE SAND & GRAVEL:						2,780.79	.00					

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CASELLE INC												
1239	CASELLE INC	070815C		MONTHLY SOFTWARE SUPPORT FOR JULY 15. ADMIN	07/08/2015	459.86	.00	01-6052 CONTRACT SERVICES	0	7/15		
1239	CASELLE INC	070815C		MONTHLY SOFTWARE SUPPORT FOR JULY 15. P&Z	07/08/2015	153.34	.00	01-6052 CONTRACT SERVICES	1003	7/15		
1239	CASELLE INC	070815C		MONTHLY SOFTWARE SUPPORT FOR JULY 15. WATER	07/08/2015	376.22	.00	20-6052 CONTRACT SERVICES	0	7/15		
1239	CASELLE INC	070815C		MONTHLY SOFTWARE SUPPORT FOR JULY 15. SEWER	07/08/2015	491.18	.00	21-6052 CONTRACT SERVICES	0	7/15		
1239	CASELLE INC	070815C		MONTHLY SOFTWARE SUPPORT FOR JULY 15. PI	07/08/2015	159.40	.00	25-6052 CONTRACT SERVICES	0	7/15		
Total 070815C:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
CENTURYLINK												
62	CENTURYLINK	061915-06251		DISCONNECTED LANDLINE AT WATER SHOP. 06-19-15 TO 06- 25-15. CREDIT INVOICE. WATER, JUNE 15	06/19/2015	-6.75	.00	20-6255 TELEPHONE EXPENSE	0	6/15		
62	CENTURYLINK	061915-06251		DISCONNECTED LANDLINE AT WATER SHOP. 06-19-15 TO 06- 25-15. CREDIT INVOICE. PI, JUNE 15	06/19/2015	-1.68	.00	20-6255 TELEPHONE EXPENSE	0	6/15		
Total 061915-062515W:						-8.43	.00					
62	CENTURYLINK	062515-07241		DEDICATED LANDLINE. 06-25- 15 TO 07-24-15. WATER, JUNE 15	06/25/2015	16.56	.00	20-6255 TELEPHONE EXPENSE	0	6/15		
62	CENTURYLINK	062515-07241		DEDICATED LANDLINE. 06-25- 15 TO 07-24-15. SEWER, JUNE 15	06/25/2015	21.62	.00	21-6255 TELEPHONE EXPENSE	0	6/15		

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62	CENTURYLINK	062515-07241		<u>DEDICATED LANDLINE, 06-25-15 TO 07-24-15, PI, JUNE 15</u>	06/25/2015	7.02	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/15		
Total 062515-072415S:						45.20	.00					
62	CENTURYLINK	062515-07241		<u>DEDICATED LANDLINE, 06-25-15 TO 07-24-15, SENIOR CENTER, JUNE 15</u>	06/25/2015	49.75	.00	<u>01-6255 TELEPHONE</u>	1001	6/15		
Total 062515-072415SC:						49.75	.00					
Total CENTURYLINK:						86.52	.00					
CESCO												
437	CESCO	P57812	3080	<u>REPLACED BROKEN BACK WINDOW AND AIR FILTERS ON THE JOHN DEERE, B.GILLOGLY, PARKS, JUN.'15</u>	06/30/2015	571.31	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	7/15		
Total P57812:						571.31	.00					
437	CESCO	P57851		<u>FILTER FOR JOHN DEERE BACKHOE, CREDIT BACK FOR CORRECT FILTERS, CREDIT ORIGINAL INVOICE P57812, B WITHROW, PARKS, JULY 15</u>	07/01/2015	-18.46	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	7/15		
Total P57851:						-18.46	.00					
Total CESCO:						552.85	.00					
COMPASS												
4	COMPASS	215089		<u>4TH QUARTER MEMBERSHIP DUES, MAYOR, JULY 15</u>	07/01/2015	1,771.25	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	7/15		
Total 215089:						1,771.25	.00					

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Total COMPASS:						1,771.25	.00					
D & B SUPPLY												
75	D & B SUPPLY	006 79723 001	2967	<u>ATV BOOM SPRAYER FOR SEWER FOR SMALL POOLS, SEWER, 2- 4 GALLON BACK PACK SPRAYERS, T SHAFER, JUNE 15</u>	06/02/2015	629.97	.00	21-6175 <u>SMALL TOOLS</u>	0	6/15		
Total 006 79723 001:						629.97	.00					
75	D & B SUPPLY	006 80378 001	3113	<u>1 PR SAFETY WORK BOOTS FOR M. DAVILLA, WATER, JULY 15</u>	07/08/2015	136.00	.00	20-6285 <u>UNIFORMS EXPENSE</u>	0	7/15		
75	D & B SUPPLY	006 80378 001	3113	<u>1 PR SAFETY WORK BOOTS FOR M. DAVILLA, PI, JULY 15</u>	07/08/2015	33.99	.00	25-6285 <u>UNIFORMS EXPENSE</u>	0	7/15		
Total 006 80378 001:						169.99	.00					
Total D & B SUPPLY:						799.96	.00					
DIGLINE												
25	DIGLINE	0051896-IN		<u>DIG FEES, WATER, JULY 15</u>	06/30/2015	68.57	.00	20-6065 <u>DIG LINE EXPENSE</u>	0	7/15		
25	DIGLINE	0051896-IN		<u>DIG FEES, SEWER, JULY 15</u>	06/30/2015	81.60	.00	21-6065 <u>DIG LINE EXPENSE</u>	0	7/15		
25	DIGLINE	0051896-IN		<u>DIG FEES, PI, JULY 15</u>	06/30/2015	28.54	.00	25-6065 <u>DIG LINE EXPENSE</u>	0	7/15		
Total 0051896-IN:						178.71	.00					
Total DIGLINE:						178.71	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	JUNE 2015		<u>PLUMBING INSPECTION FEES, JUNE 15</u>	07/08/2015	3,286.80	3,286.80	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	7/15	07/09/2015	

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Total JUNE 2015:						3,286.80	3,286.80					
Total DMH ENTERPRISES:						3,286.80	3,286.80					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	JUNE 2015		<u>ELECTRICAL INSPECTION FEES, JUNE 15</u>	07/08/2015	3,727.20	3,727.20	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	7/15	07/09/2015	
Total JUNE 2015:						3,727.20	3,727.20					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						3,727.20	3,727.20					
EVERGREEN SPRINKLER CO., INC.												
255	EVERGREEN SPRINKLER CO., INC.	12452-12	3065	<u>REPLACEMENT SOLENOIDS FOR SPRINKLERS, P.KAUFMAN, WINCHESTER PARK STOCK, JUN.'15</u>	06/29/2015	61.02	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004		6/15	
Total 12452-12:						61.02	.00					
Total EVERGREEN SPRINKLER CO., INC.:						61.02	.00					
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	6796	3127	<u>CHLORINE TANK FOR WELL #6, D. CROSSLEY, WATER, JUL.'15</u>	06/25/2015	1,390.00	.00	20-6150 <u>MAINT. & REPAIRS - SYSTEM</u>	0		7/15	
Total 6796:						1,390.00	.00					
Total FILTRATION TECHNOLOGY:						1,390.00	.00					
FIRE EXTINGUISHER CO., INC												
110	FIRE EXTINGUISHER CO., INC	41554		<u>REPLACE 3 450* FUSIBLE LINKS IN KITCHEN, INSPECT EXTINGUISHER, CLEAN HOOD & SYSTEM, JUNE 15</u>	06/24/2015	80.00	.00	01-6140 <u>MAINT. & REPAIR BUILDING</u>	1001		6/15	

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Total 41554:						80.00	.00					
Total FIRE EXTINGUISHER CO., INC:						80.00	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	070315		<u>WELL #11 CONSULTANT, SITE INSPECTION, DATA COLLECTION, G LAW, WATER, JULY 15</u>	07/03/2015	13,481.25	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/15		
Total 070315:						13,481.25	.00					
Total HYDRO LOGIC, INC.:						13,481.25	.00					
IDAHO RURAL WATER ASSOC												
33	IDAHO RURAL WATER ASSOC	Y34-1556		<u>2015-2016 MEMBERSHIP DUES, JULY 15</u>	07/01/2015	510.00	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	7/15		
Total Y34-1556:						510.00	.00					
Total IDAHO RURAL WATER ASSOC:						510.00	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S5093263		<u>PROFESSIONAL SERVICES, SOLICITORS LICENSE, ZACHARY CASSELS, JUNE 15</u>	06/19/2015	39.75	.00	<u>01-2075 UNEARNED REVENUE</u>	0	6/15		
Total S5093263:						39.75	.00					
1509	IDAHO STATE POLICE	S5093264		<u>PROFESSIONAL SERVICES NEW EMPLOYEE DAWN STEPHENS, ADMIN, JUNE 15</u>	06/19/2015	39.75	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	6/15		
Total S5093264:						39.75	.00					
1509	IDAHO STATE POLICE	S5097883		<u>PROFESSIONAL SERVICES, FINGERPRINT, NEW EMPLOYEE ANDREW COOK, SEWER, JUNE 15</u>	06/08/2015	10.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	6/15		

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Total S5097883:						10.00	.00					
1509	IDAHO STATE POLICE	S5103061-S51		<u>PROFESSIONAL SERVICES, SOLICITORS LICENSE, CHRISTOPHER METZ, HAROLD NELSON, JUNE 15</u>	06/23/2015	79.50	.00	<u>01-2075 UNEARNED REVENUE</u>	0	6/15		
Total S5103061-S5103067:						79.50	.00					
Total IDAHO STATE POLICE:						169.00	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI03582	3025	<u>REPLACEMENT KEYS MADE FOR KUBOTA, B GILLOGLY, PARKS, JUNE 15</u>	07/01/2015	19.06	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	7/15		
Total PI03582:						19.06	.00					
Total IDAHO TRACTOR INC:						19.06	.00					
INTEGRA TELECOM												
1411	INTEGRA TELECOM	13097830		<u>MONTHLY TELEPHONE, NETWORK, ADMIN, JULY 15</u>	07/01/2015	591.63	.00	<u>01-6255 TELEPHONE</u>	0	7/15		
1411	INTEGRA TELECOM	13097830		<u>MONTHLY TELEPHONE, NETWORK, P&Z, JULY 15</u>	07/01/2015	197.28	.00	<u>01-6255 TELEPHONE</u>	1003	7/15		
1411	INTEGRA TELECOM	13097830		<u>MONTHLY TELEPHONE, NETWORK, WATER, JULY 15</u>	07/01/2015	484.02	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	7/15		
1411	INTEGRA TELECOM	13097830		<u>MONTHLY TELEPHONE, NETWORK, SEWER, JULY 15</u>	07/01/2015	631.93	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	7/15		
1411	INTEGRA TELECOM	13097830		<u>MONTHLY TELEPHONE, NETWORK, PI, JULY 15</u>	07/01/2015	205.10	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	7/15		
Total 13097830:						2,109.96	.00					

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Total INTEGRA TELECOM:						2,109.96	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	84583		<u>NEW PRIMARY SERVER. JUNE 15</u>	06/29/2015	9,920.00	.00	05-6045 <u>CONTINGENCY</u>	0	6/15		
Total 84583:						9,920.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>INSTALL TIMECLOCK PLUS VERSION 7. CHANGED PERMISSIONS OF SCAN FOLDER. CHECKED INTO DOMAIN NAMES. MET WTH JOHN TO DISCUSS TASK ITEMS. ADMIN. JUNE 15</u>	06/30/2015	93.88	.00	01-6142 <u>MAINT. & REPAIR - EQUIPMENT</u>	0	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>INSTALL TIMECLOCK PLUS VERSION 7. CHANGED PERMISSIONS OF SCAN FOLDER. CHECKED INTO DOMAIN NAMES. MET WTH JOHN TO DISCUSS TASK ITEMS. P&Z. JUNE 15</u>	06/30/2015	31.30	.00	01-6142 <u>MAINT. & REPAIR - EQUIPMENT</u>	1003	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>INSTALL TIMECLOCK PLUS VERSION 7. CHANGED PERMISSIONS OF SCAN FOLDER. CHECKED INTO DOMAIN NAMES. MET WTH JOHN TO DISCUSS TASK ITEMS. WATER. JUNE 15</u>	06/30/2015	76.80	.00	20-6142 <u>MAINT. & REPAIRS - EQUIPMENT</u>	0	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>INSTALL TIMECLOCK PLUS VERSION 7. CHANGED PERMISSIONS OF SCAN FOLDER. CHECKED INTO DOMAIN NAMES. MET WTH JOHN TO DISCUSS TASK ITEMS. SEWER. JUNE 15</u>	06/30/2015	100.27	.00	21-6142 <u>MAINT. & REPAIRS - EQUIPMENT</u>	0	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>INSTALL TIMECLOCK PLUS VERSION 7. CHANGED PERMISSIONS OF SCAN FOLDER. CHECKED INTO DOMAIN NAMES. MET WTH JOHN TO DISCUSS TASK ITEMS. PI. JUNE 15</u>	06/30/2015	32.55	.00	25-6142 <u>MAINT. & REPAIRS - EQUIPMENT</u>	0	6/15		

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1595	INTEGRINET SOLUTIONS, INC.	84725		<u>WORKED WITH TROY AND WENDY ON SCAN FOLDERS AND CHANGED PERMISSIONS, P&Z, JUNE 15</u>	06/30/2015	93.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>FINISHED SETUP ON B BACHMAN'S PC, PARKS, JUNE 15</u>	06/30/2015	139.50	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>REMOTEY CONNECTED TO SERVER AND CREATED NEW EMAIL, SET UP ACCESS TO PUBLIC WORKS, WATER, JUNE 15</u>	06/30/2015	19.53	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>REMOTEY CONNECTED TO SERVER AND CREATED NEW EMAIL, SET UP ACCESS TO PUBLIC WORKS, SEWER, JUNE 15</u>	06/30/2015	19.53	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>REMOTEY CONNECTED TO SERVER AND CREATED NEW EMAIL, SET UP ACCESS TO PUBLIC WORKS, PI, JUNE 15</u>	06/30/2015	7.44	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/15		
1595	INTEGRINET SOLUTIONS, INC.	84725		<u>SETUP MAYOR'S NEW PC, INSTALLED MONITOR, ADMIN, JUNE 15</u>	06/30/2015	120.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	6/15		
Total 84725:						734.70	.00					
1595	INTEGRINET SOLUTIONS, INC.	84828		<u>NEW PRIMARY SERVER, JUNE 15</u>	06/29/2015	7,500.00	.00	<u>05-6045 CONTINGENCY</u>	0	6/15		
Total 84828:						7,500.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						18,154.70	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	052815-06261		<u>NATURAL GAS CONSUMPTION NWWTP, 05-28-15 TO 06-26-15, SEWER, MAY 15</u>	07/02/2015	11.25	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	5/15		

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Total 052815-062615:						11.25	.00					
Total INTERMOUNTAIN GAS CO:						11.25	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	062615		<u>DISPOSAL/REMOVAL OF SLUDGE, 06-01-15 TO 06-24-15, SEWER, JUNE 15</u>	06/26/2015	3,600.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	6/15		
Total 062615:						3,600.00	.00					
230	J & M SANITATION, INC.	062615-07011		<u>SANITATION RECEIPT TRANSFER 06/26/15-07/01/15, JUNE '15</u>	07/02/2015	11,253.08	11,253.08	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	6/15	07/02/2015	
230	J & M SANITATION, INC.	062615-07011		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE 06/26/15-07/01/15, JUNE '15</u>	07/02/2015	-1,111.80	-1,111.80	<u>01-4170 FRANCHISE FEES</u>	0	6/15	07/02/2015	
Total 062615-070115:						10,141.28	10,141.28					
230	J & M SANITATION, INC.	07022015-070		<u>SANITATION RECEIPT TRANSFER 07-02-15 TO 07-09- 15, JULY 15</u>	07/10/2015	25,170.21	25,170.21	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	7/15	07/10/2015	
230	J & M SANITATION, INC.	07022015-070		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE, 07-02-15 TO 07-09-15, JULY 15</u>	07/10/2015	-2,486.81	-2,486.81	<u>01-4170 FRANCHISE FEES</u>	0	7/15	07/10/2015	
Total 07022015-07092015:						22,683.40	22,683.40					
Total J & M SANITATION, INC.:						36,424.68	32,824.68					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	2021831		<u>ELECTRONIC BANK FEES, ADMIN, JUNE 15</u>	06/30/2015	68.78	.00	<u>01-6505 BANK FEES</u>	0	6/15		
1328	JACK HENRY & ASSOCIATES, INC.	2021831		<u>ELECTRONIC BANK FEES, P&Z, JUNE 15</u>	06/30/2015	1.69	.00	<u>01-6505 BANK FEES</u>	1003	6/15		

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1328	JACK HENRY & ASSOCIATES, INC.	2021831		<u>ELECTRONIC BANK FEES, WATER, JUNE 15</u>	06/30/2015	85.95	.00	<u>20-6505 BANK FEES</u>	0	6/15		
1328	JACK HENRY & ASSOCIATES, INC.	2021831		<u>ELECTRONIC BANK FEES, SEWER, JUNE 15</u>	06/30/2015	141.78	.00	<u>21-6505 BANK FEES</u>	0	6/15		
1328	JACK HENRY & ASSOCIATES, INC.	2021831		<u>ELECTRONIC BANK FEES, PL, JUNE 15</u>	06/30/2015	33.92	.00	<u>25-6505 BANK FEES</u>	0	6/15		
Total 2021831:						332.12	.00					
Total JACK HENRY & ASSOCIATES, INC.:						332.12	.00					
JOHNSTONE SUPPLY												
596	JOHNSTONE SUPPLY	272905	3089	<u>CAPACITOR AN POTENTIAL RELAY FOR DEER HORN, T.FLEMING, SEWER, JUL '15</u>	07/01/2015	84.02	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		
Total 272905:						84.02	.00					
596	JOHNSTONE SUPPLY	273860	3112	<u>POTENTIAL RELAY FOR DEERHORN L.S., C KNIGHT, SEWER, JULY 15</u>	07/08/2015	40.34	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		
Total 273860:						40.34	.00					
Total JOHNSTONE SUPPLY:						124.36	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000009		<u>PROFESSIONAL SERVICES 06- 01-15 TO 06-30-15, 2015 PI PIPELINE RECORD DRAWINGS, G LAW, JUNE 15</u>	07/08/2015	4,340.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	6/15		
Total 0000009:						4,340.00	.00					
Total KELLER ASSOCIATES, INC.:						4,340.00	.00					

KNIFE RIVER CORPORATION - NORTHWEST

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1524	KNIFE RIVER CORPORATION - NORTHWEST	061615 #3		TEN MILE-ARDELL PI PROJECT, CONSTRUCT 12-INCH PRESSURE IRRIGATION MAIN, G LAW, JUNE 15	06/16/2015	15,466.07	.00	20-6020 CAPITAL IMPROVEMENTS	0	6/15		
Total 061615 #3:						15,466.07	.00					
Total KNIFE RIVER CORPORATION - NORTHWEST:						15,466.07	.00					
KUNA LUMBER												
499	KUNA LUMBER	A74681	3020	HINGE FOR GENERATOR OVERHEAD DOOR ON GENERATOR DOOR AT NWWTP - REPLACEMENT, M NADEAU, SEWER, JUNE 15	06/17/2015	4.94	.00	21-6140 MAINT & REPAIR BUILDING	0	6/15		
499	KUNA LUMBER	A74681	3020	FARM CHLORINATOR REPAIRS: 3/4" PDX PLYWOOD FULL SHEET, 2 EA 2X4 X 8' LONG; 2 EA 2X6 X 8' LONG; 1 LB. 3" COATED SCREWS; 10 EA 2X4 JOIST HANGERS; 1 LB. 1 5/8" COATED SCREWS; 6 EACH 5/8 X 6" LONG WEDGE ANCHORS; 2 SQUARE DRILL BITS; 1/4" GALVANIZED NIPPL	06/17/2015	84.36	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	6/15		
Total A74681:						89.30	.00					
499	KUNA LUMBER	A75415	3051	5 BAGS CONCRETE, LIBERTY DRAINAGE PROJECT, WORKING ON G.I., J.WEBB, WATER, JUN.'15	06/25/2015	18.95	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/15		
Total A75415:						18.95	.00					
499	KUNA LUMBER	B77134	2934	BRASS NOZZLE KIT FOR THE BACKPACK SPRAYER, FILTRATE PUMP MAINTENANCE, M.NADEAU, SEWER, MAY'15	06/10/2015	10.79	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/15		

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Total B77134:						10.79	.00					
499	KUNA LUMBER	B78237		<u>RETURNED #2 HINGE W/ BOLTS & NUTS, GENERATOR BLDG, ROLLUP DOOR REPAIR, ORIGINAL PO#3020, M NADEAU, SEWER, JUNE 15</u>	06/17/2015	-4.94	.00	21-6140 MAINT & REPAIR BUILDING	0	6/15		
Total B78237:						-4.94	.00					
Total KUNA LUMBER:						114.10	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	138795	3004	<u>1 GAL MURIATIC ACID, 1 IRRIGATION BOX, 1 ROLL TEFLON TAPE, AMIAD FILTERS, IRRIGATION STATION, D DAVILLA, PI, JUNE 15</u>	06/11/2015	16.27	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/15		
Total 138795:						16.27	.00					
43	KUNA TRUE VALUE HARDWARE	139390	3045	<u>2 EA 90 PVC COUPLERS, 2 EXPANSION PLUGS, 1 IN 1/4 PVC ADAPTER, 1 SAW FOR BUTLER WELL, PI, J MORFIN, JUNE 15</u>	06/24/2015	28.55	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	7/15		
Total 139390:						28.55	.00					
43	KUNA TRUE VALUE HARDWARE	139629	3032	<u>BMX/BRIDGE PROJECT, B WITHROW, PARKS, JUNE 15</u>	06/30/2015	24.54	.00	01-6020 CAPITAL IMPROVEMENTS	1004	6/15		
43	KUNA TRUE VALUE HARDWARE	139629	3032	<u>2 HOES, B WITHROW, PARKS, JUNE 15</u>	06/30/2015	36.98	.00	01-6175 SMALL TOOLS	1004	6/15		
43	KUNA TRUE VALUE HARDWARE	139629	3032	<u>80 GRIT SAND PAPER, 2 POLY COUPLERS, HOSE FOR COMMUNITY GARDEN, RISER PIPE, POLY ELBOW, B WITHROW, PARKS, JUNE 15</u>	06/30/2015	25.14	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/15		

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Total 139629:						86.66	.00					
43	KUNA TRUE VALUE HARDWARE	139633	3072	<u>OUTDOOR ELECTRIC BOX, COVER, COUPLER, ADAPTOR, SPIDER KILLER, COUPLER, 4 CANS CONDENSED AIR, PI, C KNIGHT, JUNE 15</u>	06/30/2015	47.04	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/15		
Total 139633:						47.04	.00					
43	KUNA TRUE VALUE HARDWARE	139635	3073	<u>BIKE PUMP, FENDER WASHERS, HAND SAW, GI, C KNIGHT, GRAVITY, JUNE 15</u>	06/30/2015	40.18	.00	25-6115 MAINT & REPAIR-SYSTEM- GRAVITY	0	6/15		
Total 139635:						40.18	.00					
43	KUNA TRUE VALUE HARDWARE	139647	3079	<u>WEEDEATER LINE, T.FLEMING, NWWTP, JUN.'15</u>	06/30/2015	14.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/15		
43	KUNA TRUE VALUE HARDWARE	139647	3079	<u>4 EA HOSE BIBS, 4 EA GALVANIZED NIPPLES, FILTRATE PUMP MAINTENANCE PROCESS BLDG, M NADEAU, SEWER, JUN.'15</u>	06/30/2015	41.48	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/15		
Total 139647:						56.47	.00					
Total KUNA TRUE VALUE HARDWARE:						275.17	.00					
KUNA WELDING												
46	KUNA WELDING	2225	3107	<u>2 EA, 3' GRAVITY BOXES FOR LIBERTY SUBDIVISION DRAINAGE, FOR IRRIGATION, R.JONES, P.I, JUL.'15</u>	06/24/2015	874.69	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/15		
Total 2225:						874.69	.00					

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Total KUNA WELDING:						874.69	.00					
LAYNE OF IDAHO, INC.												
1322	LAYNE OF IDAHO, INC.	15994		CRIMSON POINT PUMP REPAIR, PULL AND SET, TEARDOWN AND LABOR, REWIRE, START UP, COMPLETE REBUILD, C DEYOUNG, PI, JUNE 15	06/26/2015	2,624.29	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/15		
Total 15994:						2,624.29	.00					
Total LAYNE OF IDAHO, INC.:						2,624.29	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800155219	3084	RETREAD TIRE, STEEL RADIAL TRUCK CASING FOR VAC TRUCK #2, C KNIGHT, SEWER, JUNE 15	06/30/2015	283.34	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/15		
Total 12800155219:						283.34	.00					
Total LES SCHWAB TIRES:						283.34	.00					
LEXIS NEXIS MATTHEW BENDER												
256	LEXIS NEXIS MATTHEW BENDER	72510927		ANNUAL 2015 ID CODE SUPPLEMENTS, P&Z, JULY 15	06/23/2015	318.87	.00	01-6202 PROFESSIONAL SERVICES	1003	6/15		
256	LEXIS NEXIS MATTHEW BENDER	72510927		ANNUAL 2015 ID CODE SUPPLEMENTS, ADMIN, JULY 15	06/23/2015	65.20	.00	01-6202 PROFESSIONAL SERVICES	0	6/15		
256	LEXIS NEXIS MATTHEW BENDER	72510927		ANNUAL 2015 ID CODE SUPPLEMENTS, WATER, JULY 15	06/23/2015	26.13	.00	20-6202 PROFESSIONAL SERVICES	0	6/15		
256	LEXIS NEXIS MATTHEW BENDER	72510927		ANNUAL 2015 ID CODE SUPPLEMENTS, SEWER, JULY 15	06/23/2015	13.03	.00	21-6202 PROFESSIONAL SERVICES	0	6/15		
256	LEXIS NEXIS MATTHEW BENDER	72510927		ANNUAL 2015 ID CODE SUPPLEMENTS, PI, JULY 15	06/23/2015	26.13	.00	25-6202 PROFESSIONAL SERVICES	0	6/15		

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Total 72510927:						449.36	.00					
Total LEXIS NEXIS MATTHEW BENDER:						449.36	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	00028446	3082	<u>1 EA. WASHER HOSE FOR THE VAC TRUCK, T.FLEMING, SEWER, JUN.'15</u>	06/30/2015	103.50	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	7/15		
Total 00028446:						103.50	.00					
196	METROQUIP, INC.	00028464	3087	<u>1 EA. LOW PRESSURE SPRAY NOZZLE FOR THE VAC TRUCK, SEWER, JUL.'15</u>	07/01/2015	231.84	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	7/15		
Total 00028464:						231.84	.00					
Total METROQUIP, INC.:						335.34	.00					
PACIFIC PUBLISHING COMPANY INC												
1732	PACIFIC PUBLISHING COMPANY INC	41210		<u>AD#155809, CREDIT MEMO, SCHEDULING ERROR, C.ENGELS, JUN.'15</u>	07/08/2015	-60.71	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	6/15		
Total 41210:						-60.71	.00					
1732	PACIFIC PUBLISHING COMPANY INC	72390-A	3034	<u>AD#156135, FILE #15-01-SUP, SPECIAL USE PERMIT FOR SHAYLA'S PAWFECTON, HOME OCCUPATION, T.KESNER, P & Z, JUN.'15</u>	06/30/2015	77.27	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/15		
Total 72390-A:						77.27	.00					
1732	PACIFIC PUBLISHING COMPANY INC	72390-B	3035	<u>AD#156136, FILE 15-01-ZOA, ZONING ORDINANCE AMENDMENT, W.HOWELL, JUN.'15</u>	06/30/2015	77.27	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/15		

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Total 72390-B:						77.27	.00					
1732	PACIFIC PUBLISHING COMPANY INC	72390-C		<u>AD# 155788 & 155789, AD FOR BIDS, IDAHO TURBO BLOWER, G.LAW, JUN.'15</u>	06/30/2015	103.05	.00	01-6125 LEGAL PUBLICATIONS	0	6/15		
Total 72390-C:						103.05	.00					
1732	PACIFIC PUBLISHING COMPANY INC	72390-D	3038	<u>AD#156137, CASE # 15-01-ZC & 07-03-DA, REZONE & DEVELOPMENT AGREEMENT MODIFICATION, T.BEHUNIN, P & Z, JUN.'15</u>	06/30/2015	49.68	.00	01-6125 LEGAL PUBLICATIONS	1003	6/15		
Total 72390-D:						49.68	.00					
1732	PACIFIC PUBLISHING COMPANY INC	72390-E		<u>AD#155809, PUBLIC HEARING NOTICE, PARK RENTAL RATE CHANGES, C.ENGELS, JUN.'15</u>	06/30/2015	60.71	.00	01-6125 LEGAL PUBLICATIONS	0	6/15		
Total 72390-E:						60.71	.00					
Total PACIFIC PUBLISHING COMPANY INC:						307.27	.00					
PARAMOUNT SUPPLY COMPANY												
593	PARAMOUNT SUPPLY COMPANY	137970	2797	<u>1 BX 220X25X2 AIR FILTERS, HVAC, 1 BX 24X20X2 FILTERS, 4 BX 24X24X2 BLOWER REPLACEMENT FILTERS, M NADEAU, SEWER, APR 15</u>	04/21/2015	358.56	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/15		
Total 137970:						358.56	.00					
Total PARAMOUNT SUPPLY COMPANY:						358.56	.00					
PAULS MARKET												
56	PAULS MARKET	006010111018	2980	<u>NAPKINS, FORKS, PAPER PLATES, AND WATER FOR THE MAYOR'S MEETING, D.STEPHENS, JUN.'15</u>	06/04/2015	5.23	.00	01-6155 MEETINGS/COMMITTEES	0	6/15		

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Total 00601011101800212:						5.23	.00					
56	PAULS MARKET	007042370759	3120	<u>SNACKS AND INDEX CARDS FOR THE RANGER PROGRAM. N.PURKEY, JUN.'15</u>	06/29/2015	25.76	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	6/15		
Total 00704237075900108:						25.76	.00					
Total PAULS MARKET:						30.99	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	672808		<u>ALARM MONITOR FOR CEDAR WELL, SNOWHAWK WELL, DANSKIN WELL, SEGO PRAIRIE WELL, BUTLER WELL, EL CAJON WELL, & BEST BATH WELL, 7/1/15-7/31/15 - WATER</u>	07/01/2015	197.18	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	7/15		
1021	PEAK ALARM COMPANY, INC	672808		<u>ALARM MONITOR FOR CEDAR WELL, SNOWHAWK WELL, DANSKIN WELL, SEGO PRAIRIE WELL, BUTLER WELL, EL CAJON WELL, & BEST BATH WELL, 7/1/15-7/31/15 - P.I</u>	07/01/2015	49.29	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	7/15		
Total 672808:						246.47	.00					
1021	PEAK ALARM COMPANY, INC	70146		<u>LUBED DOOR MECHANISM AT SNOWHAWK WELL, P.I., JUL.'15</u>	07/02/2015	130.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	7/15		
Total 70146:						130.00	.00					
Total PEAK ALARM COMPANY, INC:						376.47	.00					
PIPECO, INC												
55	PIPECO, INC	S2148062.001	3044	<u>2 EA. 10" RUBBER COUPLERS FOR THE LIBERTY DRAINAGE. JUN.'15</u>	06/24/2015	71.87	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/15		

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55	PIPECO, INC	S2148062.001	3044	<u>2 EA. 12" RUBBER COUPLERS, 2 EA. 12" COUPLERS, 4 EA. 10" SCREWS, 4 EA. 12" SCREWS, ALL FOR RESTOCKING, R.FORD, P.I., JUN.'15</u>	06/24/2015	181.19	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	6/15		
Total S2148062.001:						253.06	.00					
55	PIPECO, INC	S2153828.001	3067	<u>1 EA. ELBOW PVC, 1 EA. UNION PVC, 1 EA. ADAPTER PVC FOR CHLORINATOR AT FARM, C.KNIGHT, FARM, JUN.'15</u>	06/29/2015	30.59	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/15		
Total S2153828.001:						30.59	.00					
55	PIPECO, INC	S2154434.001	3069	<u>4 EA. 10" COUPLERS FOR LIBERTY DRAINAGE, J.COX, PARKS, JUN.'15</u>	06/29/2015	152.35	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/15		
Total S2154434.001:						152.35	.00					
Total PIPECO, INC:						436.00	.00					
POST DRILLING, INC.												
1679	POST DRILLING, INC.	232		<u>DRILLING PRODUCTION WELL #11, G.LAW, WATER, JUL.'15</u>	07/13/2015	116,730.30	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/15		
Total 232:						116,730.30	.00					
Total POST DRILLING, INC.:						116,730.30	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	15389		<u>SADIE CREEK UPGRADE, INCLUDING PROGRAM CONVERTION, RETROFIT DOOR TEMPLATE, TOUCHSCREEN, FIELD INSTALLATION, AND SYSTEM CALIBRATION, P.I., JUN.'15</u>	06/13/2015	954.29	954.29	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	6/15	07/14/2015	

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Total 15389:						954.29	954.29					
Total PRECISION PUMPING SYSTEMS:						954.29	954.29					
RAIN FOR RENT												
144	RAIN FOR RENT	096540593	2804	CLIPS AND DRAINS FOR THE FARM'S WHEEL LINES. C.MCDANIEL, APR.'15	04/13/2015	175.00	.00	21-6090 FARM EXPENDITURES	0	4/15		
Total 096540593:						175.00	.00					
Total RAIN FOR RENT:						175.00	.00					
SHARP ELECTRONICS CORPORATION												
1734	SHARP ELECTRONICS CORPORATION	5002294497		COPIER LEASE FOR NWWTP, MODEL #MX2615N, FOR 7/1/15-7/31/15, WATER	07/05/2015	35.27	.00	20-6212 RENT - EQUIPMENT	0	7/15		
1734	SHARP ELECTRONICS CORPORATION	5002294497		COPIER LEASE FOR NWWTP, MODEL #MX2615N, FOR 7/1/15-7/31/15, SEWER	07/05/2015	46.05	.00	21-6212 RENT- EQUIPMENT	0	7/15		
1734	SHARP ELECTRONICS CORPORATION	5002294497		COPIER LEASE FOR NWWTP, MODEL #MX2615N, FOR 7/1/15-7/31/15, PI	07/05/2015	14.94	.00	25-6212 RENT - EQUIPMENT	0	7/15		
Total 5002294497:						96.26	.00					
Total SHARP ELECTRONICS CORPORATION:						96.26	.00					
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	63638	3097	4' X 2" PIPE AND COUPLER, 2"-1 1/2" BUSHING REDUCER, 1 1/2" PIPE (MALE THREAD), 2 EA. 2" UNIONS, 2 EA. 2" 90 DEGREE ELBOWS, AND 2 EA. 2" 45 DEGREE ELBOWS, ALL FOR REPAIRS TO ODOR SCRUBBER, M.NADEAU, NWWTP, JUL.'15	07/06/2015	30.34	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		

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Total 63638:						30.34	.00					
1477	SPECIALTY PLASTICS & FABRICATI, INC.	63645	3097	4' X 2" PIPE AND COUPLER, 2"- 1 1/2" BUSHING REDUCER, 1 1/2" PIPE (MALE THREAD), 2 EA, 2" UNIONS, 2 EA, 2" 90 DEGREE ELBOWS, AND 2 EA, 2" .45 DEGREE ELBOWS, ALL FOR REPAIRS TO ODOR SCRUBBER, M.NADEAU, NWWTP, JUL.'15	07/07/2015	32.01	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
Total 63645:						32.01	.00					
1477	SPECIALTY PLASTICS & FABRICATI, INC.	63646	3097	4' X 2" PIPE AND COUPLER, 2"- 1 1/2" BUSHING REDUCER, 1 1/2" PIPE (MALE THREAD), 2 EA, 2" UNIONS, 2 EA, 2" 90 DEGREE ELBOWS, AND 2 EA, 2" .45 DEGREE ELBOWS, ALL FOR REPAIRS TO ODOR SCRUBBER, M.NADEAU, NWWTP, JUL.'15	07/07/2015	32.01	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
Total 63646:						32.01	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						94.36	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	410540350		PRE-EMPLOYMENT DRUG SCREEN, NEW EMPLOYEE, SEWER, JUN.'15	06/08/2015	40.00	.00	21-6202 PROFESSIONAL SERVICES	0	6/15		
Total 410540350:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	410580691		PRE-EMPLOYMENT DRUG SCREENING, PARKS, JUN.'15	06/12/2015	40.00	.00	01-6202 PROFESSIONAL SERVICES	1004	6/15		
Total 410580691:						40.00	.00					

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1441	ST. LUKE'S REGIONAL MEDICAL CENTER	410616148		<u>HEP A/B IMMUNIZATIONS FOR EMPLOYEE, SEWER, JUN.'15</u>	06/12/2015	152.32	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	6/15		
Total 410616148:						152.32	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	410667589		<u>PRE-EMPLOYMENT DRUG SCREEN, PARKS, JUN.'15</u>	06/19/2015	40.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	6/15		
Total 410667589:						40.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						272.32	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	3270005356	3046	<u>3 CASES COPIER PAPER, 2 SORTKWIK, 1 BOX JUMBO PAPERCLIPS, ADMIN, JUNE 15</u>	06/27/2015	123.32	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	6/15		
1292	STAPLES ADVANTAGE	3270005356	3046	<u>2 BOXES 3-TAB FILE FOLDERS, 2 REEMS BLUE CARD STOCK PAPER, P&Z, JUNE 15</u>	06/27/2015	50.12	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	6/15		
Total 3270005356:						173.44	.00					
1292	STAPLES ADVANTAGE	3270969711	3046	<u>1 EA. DRAFTING CHAIR, BLDG INSPECTOR, J COULTER, JULY 15</u>	07/04/2015	145.09	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	7/15		
Total 3270969711:						145.09	.00					
1292	STAPLES ADVANTAGE	3270969714	3085	<u>1 CASE COPY PAPER, 4 PKGS, BINDER CLIPS, D.CROSSLEY, JUL.'15</u>	07/04/2015	19.62	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	7/15		
1292	STAPLES ADVANTAGE	3270969714	3085	<u>1 CASE COPY PAPER, 4 PKGS, BINDER CLIPS, D.CROSSLEY, JUL.'15 - SEWER</u>	07/04/2015	19.62	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	7/15		
1292	STAPLES ADVANTAGE	3270969714	3085	<u>1 CASE COPY PAPER, 4 PKGS, BINDER CLIPS, D.CROSSLEY, JUL.'15 - P.I</u>	07/04/2015	7.48	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	7/15		

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1292	STAPLES ADVANTAGE	3270969714	3085	<u>1 CARTON BANKER BOXES FOR THE MAYOR, 2 INK CARTRIDGES FOR PRINTER, ADMIN, JUL. '15</u>	07/04/2015	191.99	.00	01-6165 OFFICE SUPPLIES	0	7/15		
Total 3270969714:						238.71	.00					
Total STAPLES ADVANTAGE:						557.24	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	W15842-14	2916	<u>2 EA. CARBURETORS, 1 EA. FAN WHEEL, & 1 EA. SHREDDER BLADE FOR THE WEED EATER, B.GILLOGLY, PARKS, MAY '15</u>	05/14/2015	108.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/15		
Total W15842-14:						108.88	.00					
Total TATES RENTS, INC.:						108.88	.00					
TIM GORDON												
997	TIM GORDON	080115		<u>CITY HALL RENT, AUG 2015, ADMIN.</u>	07/10/2015	1,285.06	.00	01-6211 RENT- BUILDINGS & LAND	0	8/15		
997	TIM GORDON	080115		<u>CITY HALL RENT, AUG 2015, P&Z, JULY 15</u>	07/10/2015	428.51	.00	01-6211 RENT- BUILDINGS & LAND	1003	8/15		
997	TIM GORDON	080115		<u>CITY HALL RENT, AUG 2015, WATER, JULY 15</u>	07/10/2015	1,051.79	.00	20-6211 RENT- BUILDINGS & LAND	0	8/15		
997	TIM GORDON	080115		<u>CITY HALL RENT, AUG 2015, SEWER, JULY 15</u>	07/10/2015	1,372.60	.00	21-6211 RENT - BUILDINGS & LAND	0	8/15		
997	TIM GORDON	080115		<u>CITY HALL RENT, AUG 2015, PI, JULY 15</u>	07/10/2015	445.01	.00	25-6211 RENT - BUILDINGS & LAND	0	8/15		
Total 080115:						4,582.97	.00					
Total TIM GORDON:						4,582.97	.00					

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TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:04122680	3105	<u>SIX EA. 5-GALLON POTABLE WATER BOTTLES (\$32.70) AND ONE COOLER RENTAL (\$10) FOR THE PARKS SHOP, JUL.'15</u>	07/07/2015	42.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	7/15		
Total 2160:04122680:						42.70	.00					
Total TREASURE VALLEY COFFEE:						42.70	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	083851602000		<u>MANATRON CLOSED ACCOUNT, FINAL BILLING, JUN.'15</u>	06/10/2015	40.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	6/15		
Total 08385160200028000121:						40.00	.00					
1444	U.S. BANK (VISA)	513851587000	2986	<u>MEETING SYSTEMS, INC., EARLY BIRD REGISTRATION FOR NWCDI 2015, T.BEHUNIN, P & Z, JUN.'15</u>	06/08/2015	150.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1003	6/15		
Total 51385158700064385962:						150.00	.00					
1444	U.S. BANK (VISA)	921551758946	3055	<u>EBAY, RANGER SUPPLIES, FISHING POLES, N.PURKEY, JUN.'15</u>	06/25/2015	549.50	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	6/15		
Total 92155175894619634969:						549.50	.00					
1444	U.S. BANK (VISA)	939851752860	3055	<u>TSHIRTS PLUS, RANGER TSHIRTS, N.PURKEY, JUN.'15</u>	06/24/2015	627.50	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	6/15		
Total 93985175286008100059:						627.50	.00					
Total U.S. BANK (VISA):						1,367.00	.00					

ULTIMATE HEATING & AIR, INC.

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1538	ULTIMATE HEATING & AIR, INC.	67790	3122	<u>TROUBLESHOOTING KITCHEN VENTING. GAVE ESTIMATE TO B.BACHMAN. SENIOR CENTER, JUN.'15</u>	06/15/2015	89.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	6/15		
Total 67790:						89.00	.00					
Total ULTIMATE HEATING & AIR, INC.:						89.00	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA566543	3061	<u>48000 LBS ALUMINUM SULFATE. T.SHAFFER. SEWER. JUN.'15</u>	07/01/2015	5,079.80	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		
Total NA566543:						5,079.80	.00					
1410	UNIVAR USA, INC.	NA566639	3099	<u>CALCIUM HYPOCHLORITE TABLETS FOR THE LAGOON PLUS DELIVERY/TRANSPORTATION CHARGES. T.SHAFFER. SEWER. JUL.'15</u>	07/08/2015	7,777.74	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		
Total NA566639:						7,777.74	.00					
Total UNIVAR USA, INC.:						12,857.54	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	30729		<u>ESTATEMENT AND POSTAGE. FOR JUN.'15 - ADMIN</u>	06/30/2015	776.98	.00	<u>01-6190 POSTAGE & BILLING</u>	0	6/15		
857	VALLI INFORMATION SYSTEMS, INC	30729		<u>ESTATEMENT AND POSTAGE. FOR JUN.'15 - WATER</u>	06/30/2015	1,082.99	.00	<u>20-6190 POSTAGE & BILLING</u>	0	6/15		
857	VALLI INFORMATION SYSTEMS, INC	30729		<u>ESTATEMENT AND POSTAGE. FOR JUN.'15 - SEWER</u>	06/30/2015	1,413.64	.00	<u>21-6190 POSTAGE & BILLING</u>	0	6/15		
857	VALLI INFORMATION SYSTEMS, INC	30729		<u>ESTATEMENT AND POSTAGE. FOR JUN.'15 - P.I</u>	06/30/2015	458.28	.00	<u>25-6190 POSTAGE & BILLING</u>	0	6/15		

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Total 30729:						3,731.89	.00					
857	VALLI INFORMATION SYSTEMS, INC	30730		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JUN.'15 - ADMIN</u>	06/30/2015	76.03	.00	<u>01-6190 POSTAGE & BILLING</u>	0	6/15		
857	VALLI INFORMATION SYSTEMS, INC	30730		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JUN.'15 - WATER</u>	06/30/2015	105.97	.00	<u>20-6190 POSTAGE & BILLING</u>	0	6/15		
857	VALLI INFORMATION SYSTEMS, INC	30730		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JUN.'15 - SEWER</u>	06/30/2015	138.32	.00	<u>21-6190 POSTAGE & BILLING</u>	0	6/15		
857	VALLI INFORMATION SYSTEMS, INC	30730		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JUN.'15 - P.I</u>	06/30/2015	44.84	.00	<u>25-6190 POSTAGE & BILLING</u>	0	6/15		
Total 30730:						365.16	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,097.05	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9748130496		<u>CELL PHONE SERVICE, 5/29/15- 6/28/15 - PARKS</u>	06/28/2015	209.35	.00	<u>01-6255 TELEPHONE</u>	1004	6/15		
1575	VERIZON WIRELESS	9748130496		<u>CELL PHONE SERVICE, 5/29/15- 6/28/15 - BUILDING INSPECTION</u>	06/28/2015	65.00	.00	<u>01-6255 TELEPHONE</u>	1005	6/15		
1575	VERIZON WIRELESS	9748130496		<u>CELL PHONE SERVICE, 5/29/15- 6/28/15 - WATER</u>	06/28/2015	420.34	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/15		
1575	VERIZON WIRELESS	9748130496		<u>CELL PHONE SERVICE, 5/29/15- 6/28/15 - SEWER</u>	06/28/2015	352.89	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/15		
1575	VERIZON WIRELESS	9748130496		<u>CELL PHONE SERVICE, 5/29/15- 6/28/15 - P.I</u>	06/28/2015	99.70	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/15		

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Total 9748130496:						1,147.28	.00					
1575	VERIZON WIRELESS	9748208916		<u>CELL PHONE SERVICE, 6/2/15-7/1/15 - PARKS</u>	07/01/2015	4.67	.00	01-6255 TELEPHONE	1004	6/15		
1575	VERIZON WIRELESS	9748208916		<u>CELL PHONE SERVICE, 6/2/15-7/1/15 - WATER</u>	07/01/2015	-14.78	.00	20-6255 TELEPHONE EXPENSE	0	6/15		
1575	VERIZON WIRELESS	9748208916		<u>CELL PHONE SERVICE, 6/2/15-7/1/15 - SEWER</u>	07/01/2015	91.23	.00	21-6255 TELEPHONE EXPENSE	0	6/15		
1575	VERIZON WIRELESS	9748208916		<u>CELL PHONE SERVICE, 6/2/15-7/1/15 - P.]</u>	07/01/2015	18.72	.00	25-6255 TELEPHONE EXPENSE	0	6/15		
Total 9748208916:						99.84	.00					
Total VERIZON WIRELESS:						1,247.12	.00					
VICTORY GREENS												
364	VICTORY GREENS	361547	3096	<u>PLANTS FOR CITY HALL, B.WITHROW, JUL.'15</u>	07/06/2015	76.62	.00	01-6140 MAINT. & REPAIR BUILDING	0	7/15		
Total 361547:						76.62	.00					
Total VICTORY GREENS:						76.62	.00					
WATER DEPOSIT REFUNDS #9												
1737	WATER DEPOSIT REFUNDS #9	11030.01		<u>11030.01, MICHAEL D TALBOT, WATER OVERPAYMENT</u>	07/10/2015	82.24	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 11030.01:						82.24	.00					
1737	WATER DEPOSIT REFUNDS #9	122035.02		<u>122035.02, JANET K LEAVELL, 861 N CALYPSO AVE, WATER OVERPAYMENT</u>	07/08/2015	4.36	.00	99-1075 Utility Cash Clearing	0	7/15		

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Total 122035.02:						4.36	.00					
1737	WATER DEPOSIT REFUNDS #9	160120.02		<u>160120.02. JOSH PLUMMER, WATER OVERPAYMENT</u>	06/30/2015	23.88	.00	99-1075 Utility Cash Clearing	0	6/15		
Total 160120.02:						23.88	.00					
1737	WATER DEPOSIT REFUNDS #9	167095.01		<u>167095.01. DOUG THOMPSON, 1139-1145 W ART CT, WATER OVERPAYMENT</u>	07/08/2015	216.66	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 167095.01:						216.66	.00					
1737	WATER DEPOSIT REFUNDS #9	170665.01		<u>170665.01. BAYVIEW HOMES C/O RAYMOND KELLOGG, 1732 W OAKLEY WAY, WATER OVERPAYMENT</u>	07/08/2015	90.31	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 170665.01:						90.31	.00					
1737	WATER DEPOSIT REFUNDS #9	170885.03		<u>170885.03. ANDREW CRANE, WATER OVERPAYMENT</u>	07/10/2015	73.91	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 170885.03:						73.91	.00					
1737	WATER DEPOSIT REFUNDS #9	173515.01		<u>173515.01. CBH, 1883 W STONY DESERT ST, WATER OVERPAYMENT</u>	07/15/2015	63.04	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 173515.01:						63.04	.00					
1737	WATER DEPOSIT REFUNDS #9	173550.01		<u>173550.01. CBH, 1998 W STONY DESERT ST, WATER OVERPAYMENT</u>	07/15/2015	54.98	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 173550.01:						54.98	.00					

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1737	WATER DEPOSIT REFUNDS #9	190960.02		<u>190960.02, BLAINE & VERNON KOHL, WATER OVERPAYMENT</u>	07/08/2015	89.59	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 190960.02:						89.59	.00					
1737	WATER DEPOSIT REFUNDS #9	201180.03		<u>201180.03, DANIEL S JENSEN, WATER OVERPAYMENT</u>	06/30/2015	10.40	.00	99-1075 Utility Cash Clearing	0	6/15		
Total 201180.03:						10.40	.00					
1737	WATER DEPOSIT REFUNDS #9	201330.02		<u>201330.02, CASEY ALLEN, 602 E SIENNA CREEK ST., WATER OVERPAYMENT</u>	07/01/2015	67.43	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 201330.02:						67.43	.00					
1737	WATER DEPOSIT REFUNDS #9	210350.01		<u>210350.01, JOANNA L ANGEL, 390 E BLACK HAWK DR., WATER OVERPAYMENT</u>	06/30/2015	75.23	.00	99-1075 Utility Cash Clearing	0	6/15		
Total 210350.01:						75.23	.00					
1737	WATER DEPOSIT REFUNDS #9	220795.03		<u>220795.03, JUDY SCHEPIS, WATER OVERPAYMENT</u>	07/08/2015	75.67	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 220795.03:						75.67	.00					
1737	WATER DEPOSIT REFUNDS #9	221140.02A		<u>221140.02, BRENDEN DAVIES, 1138 S WISTON PL., WATER OVERPAYMENT</u>	07/15/2015	75.50	.00	99-1075 Utility Cash Clearing	0	7/15		
Total 221140.02A:						75.50	.00					
1737	WATER DEPOSIT REFUNDS #9	230330.03		<u>230330.03, CAROL BRENNAN, WATER OVERPAYMENT</u>	06/30/2015	37.34	.00	99-1075 Utility Cash Clearing	0	6/15		

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Total 230330.03:						37.34	.00					
1737	WATER DEPOSIT REFUNDS #9	264940.01A		<u>264940.01. AZURE PROPERTIES. WATER OVERPAYMENT</u>	06/18/2015	61.79	61.79	<u>99-1075 Utility Cash Clearing</u>	0	7/15	07/08/2015	
Total 264940.01A:						61.79	61.79					
1737	WATER DEPOSIT REFUNDS #9	265025.01		<u>265025.01. RIVERWOOD HOMES. 2325 W BEIGE CT.. WATER OVERPAYMENT</u>	06/30/2015	8.87	.00	<u>99-1075 Utility Cash Clearing</u>	0	6/15		
Total 265025.01:						8.87	.00					
1737	WATER DEPOSIT REFUNDS #9	266040.01		<u>266040.01. CBH. 3028 W NAVY ST. WATER OVERPAYMENT</u>	07/13/2015	26.40	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/15		
Total 266040.01:						26.40	.00					
1737	WATER DEPOSIT REFUNDS #9	90990.01		<u>90990.01. RHETT CECIL SHEEDER. WATER OVERPAYMENT</u>	07/08/2015	75.07	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/15		
Total 90990.01:						75.07	.00					
Total WATER DEPOSIT REFUNDS #9:						1,212.67	61.79					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0283782		<u>RECORDS DESTRUCTION SERVICES FOR 6/1/15-6/30/15 - ADMIN</u>	07/01/2015	9.35	.00	<u>01-6052 CONTRACT SERVICES</u>	0	6/15		
1633	WESTERN RECORDS DESTRUCTION, INC.	0283782		<u>RECORDS DESTRUCTION SERVICES FOR 6/1/15-6/30/15 - WATER</u>	07/01/2015	5.75	.00	<u>20-6052 CONTRACT SERVICES</u>	0	6/15		
1633	WESTERN RECORDS DESTRUCTION, INC.	0283782		<u>RECORDS DESTRUCTION SERVICES FOR 6/1/15-6/30/15 - SEWER</u>	07/01/2015	7.50	.00	<u>21-6052 CONTRACT SERVICES</u>	0	6/15		

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Report dates: 7/3/2015-7/16/2015

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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
1633	WESTERN RECORDS DESTRUCTION, INC.	0283782		<u>RECORDS DESTRUCTION SERVICES FOR 6/1/15-6/30/15 - P.I</u>	07/01/2015	2.40	.00	<u>25-6052 CONTRACT SERVICES</u>	0	6/15		
Total 0283782:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WEX BANK												
1234	WEX BANK	41355946		<u>FUEL, JUN.'15 - PARKS</u>	06/30/2015	264.74	.00	<u>01-6300 FUEL</u>	1004	6/15		
1234	WEX BANK	41355946		<u>FUEL, JUN.'15 - BUILDING INSPECTION</u>	06/30/2015	186.44	.00	<u>01-6300 FUEL</u>	1005	6/15		
1234	WEX BANK	41355946		<u>FUEL, JUN.'15 - SEWER</u>	06/30/2015	400.48	.00	<u>21-6300 FUEL</u>	0	6/15		
Total 41355946:						851.66	.00					
Total WEX BANK:						851.66	.00					
ZONE / KUNA LIFE CENTER CHURCH												
612	ZONE / KUNA LIFE CENTER CHURCH	06012015Z	3129	<u>COOKING MATTERS AND NUTRITION CLASSES @ THE KUNA BOYS AND GIRLS CLUB, ON BEHALF OF THE ZONE FOR SUMMER 2015. HIGH FIVE NUT. ED. C.ENGELS. JUL.'15</u>	06/01/2015	2,000.00	.00	<u>03-6360 EXPEND.- BLUE CROSS HIGH FIVE</u>	0	6/15		
Total 06012015Z:						2,000.00	.00					
Total ZONE / KUNA LIFE CENTER CHURCH:						2,000.00	.00					
Grand Totals:						440,988.26	84,131.76					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 7/3/2015-7/16/2015

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
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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.

**RESOLUTION NO. R26-2015
CITY OF KUNA, IDAHO**

CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R80-2014 TO ADD FEES FOR THE USE OF THE DISC GOLF, VOLLEY BALL COURT, HORSESHOE PIT AND COVERED TABLES AT PARKS OTHER THAN BERNIE FISHER PARK, AND DELETING THE CLEANING AND DAMAGE DEPOSIT PROVISION FROM THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Dated this _____ day of 2015.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

[S E A L]

**EXHIBIT A TO RESOLUTION R26-2015
CITY OF KUNA
Fees for Rental of City Parks, Public Property and After Hours Permits
EFFECTIVE July 10, 2015**

<u>Facility</u>	<u>Fee</u>
Rental fee for the Bernie Fisher Band shell or Gazebo	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people \$100.00 over 100 people
Rental for extra Picnic tables at all parks other than Bernie Fisher Park	\$25.00 up to 10 tables \$50.00 over 10 tables
Senior Center Additional hour or fraction thereafter	\$50.00 first hour \$10.00 each additional hour
After Hours Park Permit	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people \$100.00 over 100 people
Electricity at Bernie Fisher Park or Greenbelt	\$10.00 per rental day
Disc Golf Course:	
Exclusive use of the disc golf course	\$200.00 per event or tournament
Non-exclusive use of the disc golf course	\$50.00 per event or tournament
Non-exclusive use for league play	\$20.00 per day
Volley Ball Court:	
Exclusive use	\$10.00 per hour
Horseshoe Pit:	
Exclusive use	\$10.00 per hour
Covered tables at parks, other than Bernie Fisher Exclusive use	\$5.00 per hour
Facility Cleaning Fee (if facility is not cleaned after use)	\$75.00 per hour

July 16, 2015

Most Honorable Mayor Nelson and Kuna City Council,

This is a request to have a proposed J&M Sanitation inflationary rate adjustment for Commercial and Residential sanitation rates in the City of Kuna, put on the City Council agenda for the City Council meeting on Tuesday July 21, 2015.

This proposal is in accordance with Kuna City Resolution R75-2014, page 2, "Rate adjustment", per the attached file.

Also attached is the J&M current and proposed rate schedule based upon calculations provided by City Treasurer, John Marsh, derived from the following, West Urban Consumer Price Index , to have a proposed effective date of October 1, 2015 for the adjusted rates.

Thank you very much for your consideration of this proposal.

Sincerely

Tim Gordon
J&M Sanitation

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

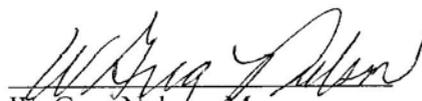
A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AMENDMENTS TO THE J&M SANITATION AGREEMENT.

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

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

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

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


W. Greg Nelson, Mayor

ATTEST:


Brenda S. Bingham, City Clerk



**AMENDMENT TO
FRANCHISE AGREEMENT**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment to Franchise Agreement and made it effective as of November 18, 2014.

City of Kuna

By W. Greg Nelson
W. Greg Nelson, Mayor

ATTESTED:

Brenda S. Bingham
Brenda S. Bingham, City Clerk



J&M Sanitation, Inc.

By Timothy W. Gordon
Timothy W. Gordon, President

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

J&M Sanitation Fee Schedule

RESIDENTIAL

	Current Rate/Month	Increase Request	Requested Rate/Month
Regular 1 - 95 gal trash cart	\$20.00	1.67%	\$20.33
Regular 2 - 95 gal trash carts	\$22.15	1.67%	\$22.52
Regular 3 - 95 gal trash carts	\$24.30	1.67%	\$24.71
Regular 4 - 95 gal trash carts	\$26.50	1.67%	\$26.94
Regular 5 - 95 gal trash carts	\$28.60	1.67%	\$29.08
Regular 6 - 95 gal trash carts	\$30.80	1.67%	\$31.31
Senior Citizen 1 - 95 gal trash cart	\$15.20	1.67%	\$15.45
Senior Citizen 2 - 95 gal trash carts	\$17.40	1.67%	\$17.69
Senior Citizen 3 - 95 gal trash carts	\$19.50	1.67%	\$19.83
Carry Out/Drive-In 1 - 95 gal trash cart	\$26.00	1.67%	\$26.43
Carry Out/Drive-In 2 - 95 gal trash cart	\$28.20	1.67%	\$28.67
Carry Out/Drive-In 3 - 95 gal trash cart	\$30.35	1.67%	\$30.86

COMMERCIAL

	Current Rate/Month	Increase Request	Requested Rate/Month
Commercial 1 - 95 gal trash cart	\$25.90	1.67%	\$26.33
Commercial 2 - 95 gal trash carts	\$28.10	1.67%	\$28.57
Commercial 3 - 95 gal trash carts	\$30.20	1.67%	\$30.70
Commercial 4 - 95 gal trash carts	\$32.40	1.67%	\$32.94
Dumpster (permanent) 1x/wk			
3 Yard	\$100.00	1.67%	\$101.67
6 Yard	\$156.60	1.67%	\$159.22
8 Yard	\$216.00	1.67%	\$219.61
Dumpster (permanent) 2x/wk			
3 Yard	\$156.60	1.67%	\$159.22
6 Yard	\$313.00	1.67%	\$318.23
8 Yard	\$372.60	1.67%	\$378.82
Dumpster (permanent) 3x/wk			
3 Yard	\$216.00	1.67%	\$219.61
6 Yard	\$432.00	1.67%	\$439.21
8 Yard	\$491.00	1.67%	\$499.20
Dumpster (temporary)			
Delivery Fee	\$39.00	1.67%	\$39.65

Monthly Rental	\$24.25	1.67%	\$24.65
Pickup Fee	\$42.00	1.67%	\$42.70
Compactor 1x/week			
4 Yard	\$416.00	1.67%	\$422.95
6 Yard	\$594.00	1.67%	\$603.92
Compactor 2x/week			
4 Yard	\$827.28	1.67%	\$841.10
6 Yard	\$1,182.60	1.67%	\$1,202.35
Other Commercial			
Commercial 2 -95 gal trash carts 2x/wk	\$56.20	1.67%	\$57.14
KSD school dumpsters	\$5,932.67	1.67%	\$6,031.75
Commercial 3 yard every other week	\$80.00	1.67%	\$81.34

MISCELLANEOUS

	Current Rate/Month	Increase Request	Requested Rate/Month
Excess pickup (general household)	Varies by amount		
Temporary dumpster delivery	\$39.00	1.67%	\$39.65
Temporary dumpster rent	\$24.25	1.67%	\$24.65
Temporary dumpster pickup	\$42.00	1.67%	\$42.70
Large Freon (annual clean-up event only)	\$10.00	1.67%	\$10.17
Large non-Freon (large item or refrigerator w/no Freon)	\$11.00	1.67%	\$11.18
Lid lock installation (one-time fee)	\$50.00	1.67%	\$50.84

Consumer Price Index - All Urban Consumers

Original Data Value

Series CUUR0400SA0

Id:

Not Seasonally Adjusted

Area: West urban

Item: All items

Base 1982-84=100

Period:

Years: 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	194.5	195.7	197.1	198.6	198.8	198.0	198.6	199.6	201.7	202.6	201.4	200.0	198.9	197.1	200.7
2006	201.7	202.7	203.8	205.3	206.9	206.4	206.7	207.5	207.8	207.1	206.3	206.2	205.7	204.5	206.9
2007	207.790	208.995	210.778	212.036	213.063	212.680	212.542	212.406	212.920	213.917	214.904	214.733	212.230	210.890	213.570
2008	215.739	216.339	218.533	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685	219.646	219.016	220.276
2009	215.923	217.095	217.357	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307	218.822	217.786	219.857
2010	219.989	220.179	220.809	221.202	221.417	221.147	221.331	221.523	221.384	221.708	221.671	222.081	221.203	220.790	221.616
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824	235.093	236.555
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.690	242.302	244.227										

Inflation Rate October 2011 through September 2012: 2.13%

Inflation Rate October 2012 through September 2013: 0.93%

Inflation Rate October 2013 through September 2014: 2.08%

Inflation Rate October 2014 through May 2015: 1.07%

Inflation Rate November 2014 through MAY 2015 for J&M: 1.67%



City of Kuna

City Council Staff Report

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

To: Kuna City Council

Case Number: 15-05-FP – Final Plat; Greyhawk No. 4 - Residential Subdivision

Location: W. Hubbard Road– South of Greyhawk No. 3
Kuna, Idaho 83634

Planner: Trevor Kesner, Planner I

Meeting Date: July 21, 2015

Applicant: Hubble Homes
701 S. Allen St. Ste. 104
Meridian, ID, 83642
marmuth@hubblehomes.com

Representative: Kent Brown
3161 Springwood Dr.
Meridian, ID 83642
208.871.6842
Kentlkb@gmail.com

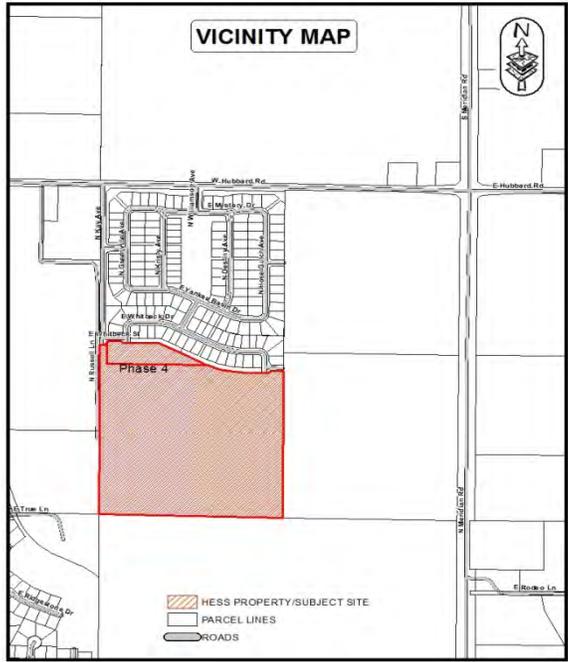
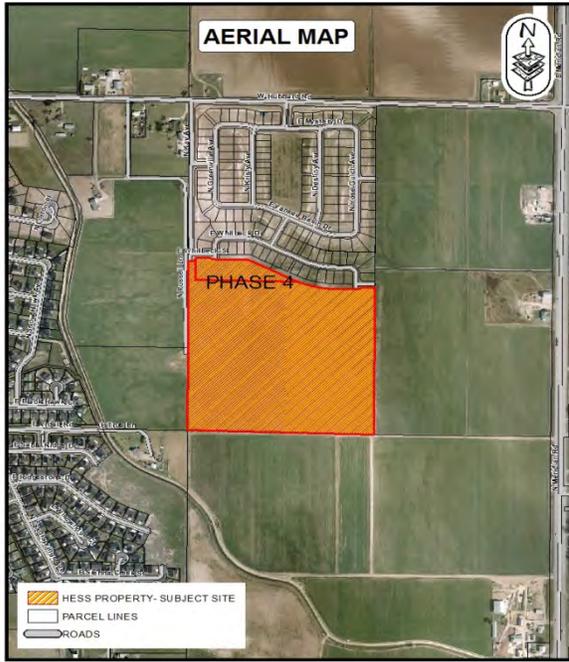
A. General Project Facts, Staff Analysis:

1. The applicant is requesting Final Plat approval for Greyhawk Subdivision No. 4. The final plat for Greyhawk No. 4 proposes 22 residential lots and three (3) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Greyhawk Subdivision No. 4. This proposed final plat is in substantial conformance with the approved preliminary plat.

B. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.

C. Site Location:



D. Staff Analysis:

1. After staffs review, this proposed final plat appears to be in substantial conformance with the approved preliminary plat for the Greyhawk No. 4 residential subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer's signature on the final plat Mylar.

JUN 16 2015

CITY OF KUNA



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

Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

Project name: <i>Greyhawk No 4</i>	Applicant: <i>Jerry Hess & Mable Homes</i>
--	--

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

Applicant (✓)	Description	Staff (✓)
<input checked="" type="checkbox"/>	Completed and signed Commission & Council Review Application.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	All pages of the proposed Final Plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements. <i>submitted for review to engineer</i>	<input type="checkbox"/> *
<input checked="" type="checkbox"/>	A written application for approval of such final plat as stipulated by the commission.	<input checked="" type="checkbox"/> L O I
<input checked="" type="checkbox"/>	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Such other information as the director or commission may deem necessary to establish whether or not all proper parties have signed and/or approved said final plat.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	A statement of conformance with the following information: ◇ The approved preliminary plat and meeting all requirements or conditions. ◇ The acceptable engineering practices and local standards.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	<input checked="" type="checkbox"/>

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

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

RECEIVED

2015 JUN 17 2015

CITY OF KUNA



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

Only For Office Use Only	
File Number (s)	15-05-FD
Project name	Greyhawk Sub #4
Date Received	6-16-15
Date Accepted/Complete	7-1-15
Cross Reference Files	N/A
Commission Hearing Date	N/A
City Council Hearing Date	7/21/2015

Contact/Applicant Information

Owners of Record: <u>JERRY HESS</u>	Phone Number: _____
Address: <u>519 E KARCHER RD</u>	E-Mail: _____
City, State, Zip: <u>NAMPA ID 83687</u>	Fax #: _____
Applicant (Developer): <u>HUBBLE HOMES</u>	Phone Number: _____
Address: <u>701 S ALLEN ST STE 104</u>	E-Mail: <u>marmuth@hubblehomes.com</u>
City, State, Zip: <u>MERIDIAN ID 83642</u>	Fax #: _____
Engineer/Representative: <u>KENT BROWN</u>	Phone Number: <u>871-6842</u>
Address: <u>3161 SPRINGWOOD DR</u>	E-Mail: <u>kent1kb@gmail.com</u>
City, State, Zip: <u>MERIDIAN ID 83642</u>	Fax #: _____

Subject Property Information

Site Address: <u>W HUBBARD RD</u>	
Site Location (Cross Streets): <u>HUBBARD AND KAY AVE</u>	
Parcel Number (s): <u>S1313128150 & S1313131660</u>	
Section, Township, Range: <u>SEC 13, R2N 1W</u>	
Property size : <u>4.89 AC</u>	
Current land use: <u>VACANT</u>	Proposed land use: <u>RESIDENTIAL</u>
Current zoning district: <u>R-6</u>	Proposed zoning district: <u>NO CHANGE</u>



Project Description

Project / subdivision name: GREYHAWK NO 4

General description of proposed project / request: FINAL PLAT FOR PHASE 4 OF THE GREYHAWK DEVELOPMENT

Type of use proposed (check all that apply):

Residential SINGLE FAMILY

Commercial

Office

Industrial

Other

Amenities provided with this development (if applicable): LANDSCAPING AND MICRO PATH

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: 22 Number of building lots: _____

Number of common and/or other lots: 2 3

Type of dwellings proposed:

Single-Family TWENTYTWO SINGLE FAMILY DWELLINGS

Townhouses

Duplexes

Multi-Family

Other

Minimum Square footage of structure (s): 1400SF

Gross density (DU/acre-total property): 5.0 Net density (DU/acre-excluding roads): 4.4

Percentage of open space provided: .09 Acreage of open space: .43

Type of open space provided (i.e. landscaping, public, common, etc.): STRIP LANDSCAPE AND MICRO PATHS

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

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

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

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

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

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

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

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

Applicant's Signature: Next Brown for Jerry Hess Date: 6-16-15

KENT BROWN PLANNING SERVICES

June 15, 2015

Kuna City Planning & Development Services
763 W. Avalon
Kuna, ID 83634

RE: Greyhawk No. 4 Subdivision Final Plat Application

Dear Commissioners:

On behalf of Hubble Homes and Jerry Hess, we are requesting approval of the Final Plat application for the Greyhawk No. 4 Subdivision. The site is located at south of Greyhawk No 2 & 3 Subdivision on the eastside of Kay Street and south of Columbia Road. The site is 7.74 acres in size, and is currently vacant.

Greyhawk No. 4 is proposed with 24 total lots, consisting of 22 buildable and 2 common. All 22 buildable lots will have single-family homes. The common space will total .103 acres, or 2% of the site. The common space will consist of a strip landscaping and micro path. The final plat complies too all the preliminary plat requirements. The proposed construction design has been done to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Greyhawk No 4 feel free to contact me.

Sincerely,



Kent Brown
Planner





IDAHO
SURVEY
GROUP

EXHIBIT A

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 05-320-03

May 30, 2007

**Parcel A Remainder
Greyhawk Subdivision**

A parcel of land located in the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13; Thence along the North-South mid-section line South 00°11'49" West, 976.39 feet; Thence South 89°48'11" East, 50.00 feet to the **REAL POINT OF BEGINNING.**

Thence continuing South 89°48'11" East, 442.34 feet;

Thence South 63°06'16" East, 416.76 feet;

Thence 193.36 feet along the arc of a curve to the left, having a radius of 430.00 feet, a central angle of 25°45'50", and a long chord bearing South 75°59'11" East, 191.73 feet;

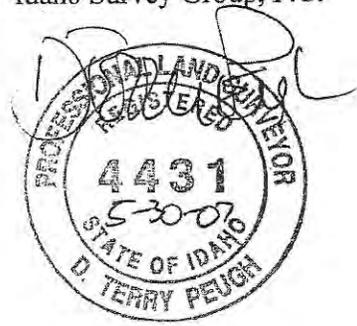
Thence South 88°52'06" East, 268.44 feet to a point on the East line of said West 1/2 of the NE 1/4;

Thence along said line South 00°20'19" West, 246.71 feet;

Thence North 88°54'57" West, 1268.81 feet;

Thence North 00°11'49" East, 464.48 feet to the Point of Beginning. Containing 10.64 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.



D. Terry Peugh, PLS

Revised July 1, 2015

**DESCRIPTION FOR
GREYHAWK SUBDIVISION NO. 4**

A portion of the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet; Thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858 and along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, records of Ada County, Idaho, South 00°11'49" West, 1291.39 feet to the Southwest corner of said Greyhawk Subdivision No. 2, said point also being the **REAL POINT OF BEGINNING**;

Thence along the southerly boundary line of Greyhawk Subdivision No. 2 the following 6 courses and distances:

Thence South 89°48'11" East, 42.00 feet;

Thence 47.12 feet along the arc of a non-tangent curve to the right having a radius of 30.00 feet, a central angle of 90°00'00" and a long chord which bears North 45°11'49" East, a distance of 42.43 feet;

Thence South 89°48'11" East, 82.00 feet;

Thence South 44°48'11" East, 18.38 feet;

Thence South 87°30'45" East, 50.04 feet;

Thence South 89°48'11" East, 204.15 feet;

Thence continuing along the southerly boundary line of said Greyhawk Subdivision No. 2 and along the southerly boundary line of Greyhawk Subdivision No. 3 as same is recorded in Book 108 of Plats at Pages 15090-15092, records of Ada County, Idaho South 63°06'16" East, 345.57 feet;

Thence continuing along the southerly boundary line of said Greyhawk Subdivision No. 3, 77.76 feet along the arc of a curve to the left having a radius of 730.00 feet, a central angle of 06°06'12" and a long chord which bears South 66°09'22" East, a distance of 77.73 feet;

Thence leaving said southerly boundary line South 20°47'32" West, 109.49 feet;

Thence South 03°50'20" East, 56.37 feet;

Thence South 26°53'44" West, 106.81 feet;

Thence North 63°06'16" West, 401.94 feet;

Thence North 89°48'11" West, 359.45 feet to a point on the North-South

centerline of said Section 13;

Thence along said North-South centerline North 00°11'49" East, 245.00 feet to the **REAL POINT OF BEGINNING**. Containing 4.84 acres, more or less.





City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, JERRY M HESS, 519 E KARCHER RD,
Name Address
NAMPA ID 83687
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to KENT BROWN 3161 E SPRINGWOOD DR MERIDIAN ID 83642
Name Address

to submit the accompanying application pertaining to that property.

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

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

Dated this 12th day of JUNE, 2015

Jerry M Hess
Signature

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



James R. Barnes
Notary Public for Idaho
Residing at: BOISE, IDAHO
My commission expires: JUNE 1, 2017



AERIAL MAP



S Meridian Rd

W Hubbard Rd

E Mystery Dr

N Kay Ave

N Green Valley Ave

N Kristy Ave

N Destiny Ave

N Rose Gulch Ave

E Yanked Basin Dr

E Whitbeck Dr

Whitbeck St

PHASE 4

N Russell Ln

Morrison Pt

N Snow Hill Ave

E Black Hawk Ct

E Ardell Rd

E Trus Ln

E Sable Ridge Dr

E Ridgestone Dr

E Willow Park Ct

N Good Shepherd Ave

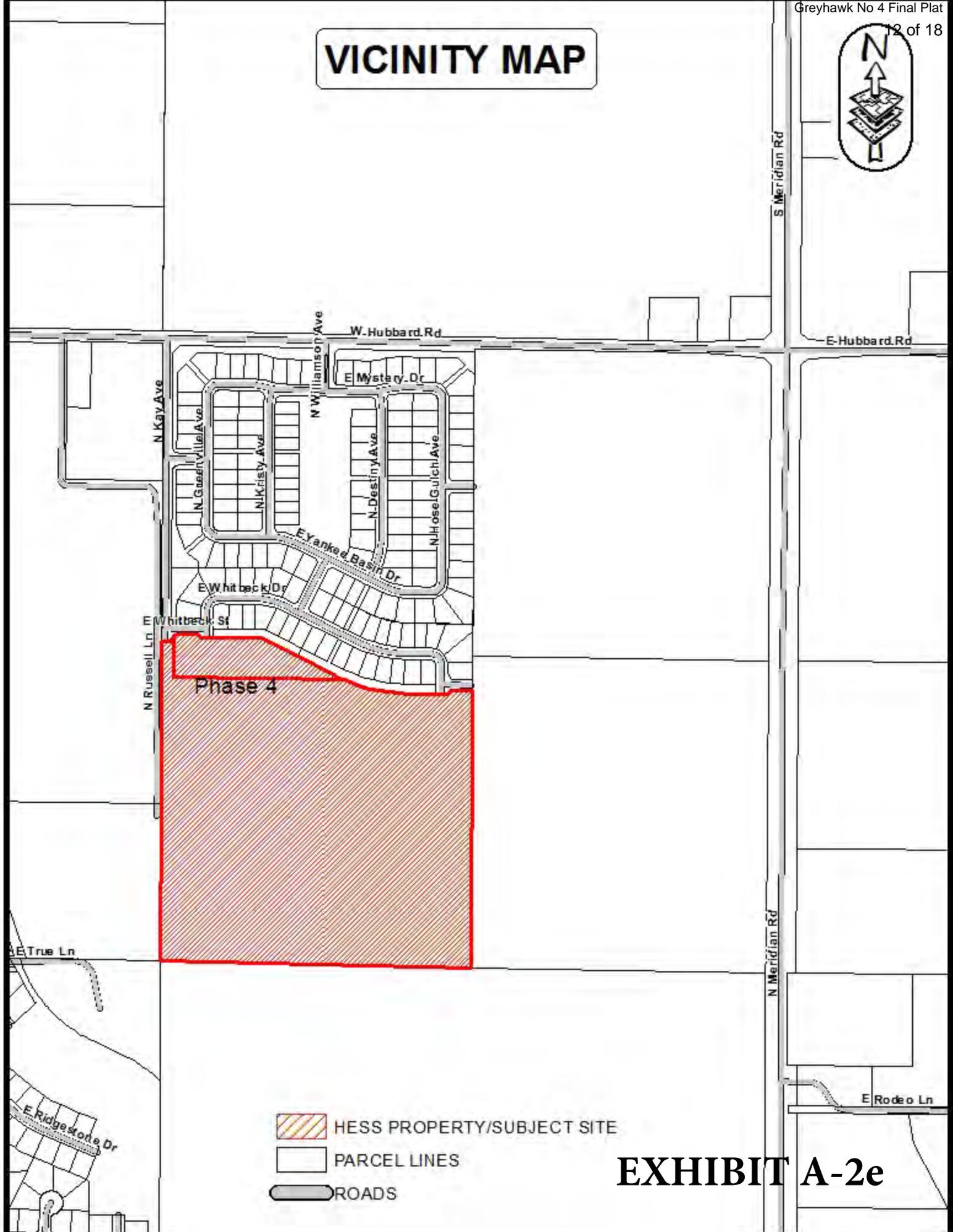
E Sanna Creek St

N Meridian Rd

-  HESS PROPERTY- SUBJECT SITE
-  PARCEL LINES
-  ROADS

EXHIBIT A-2e

VICINITY MAP



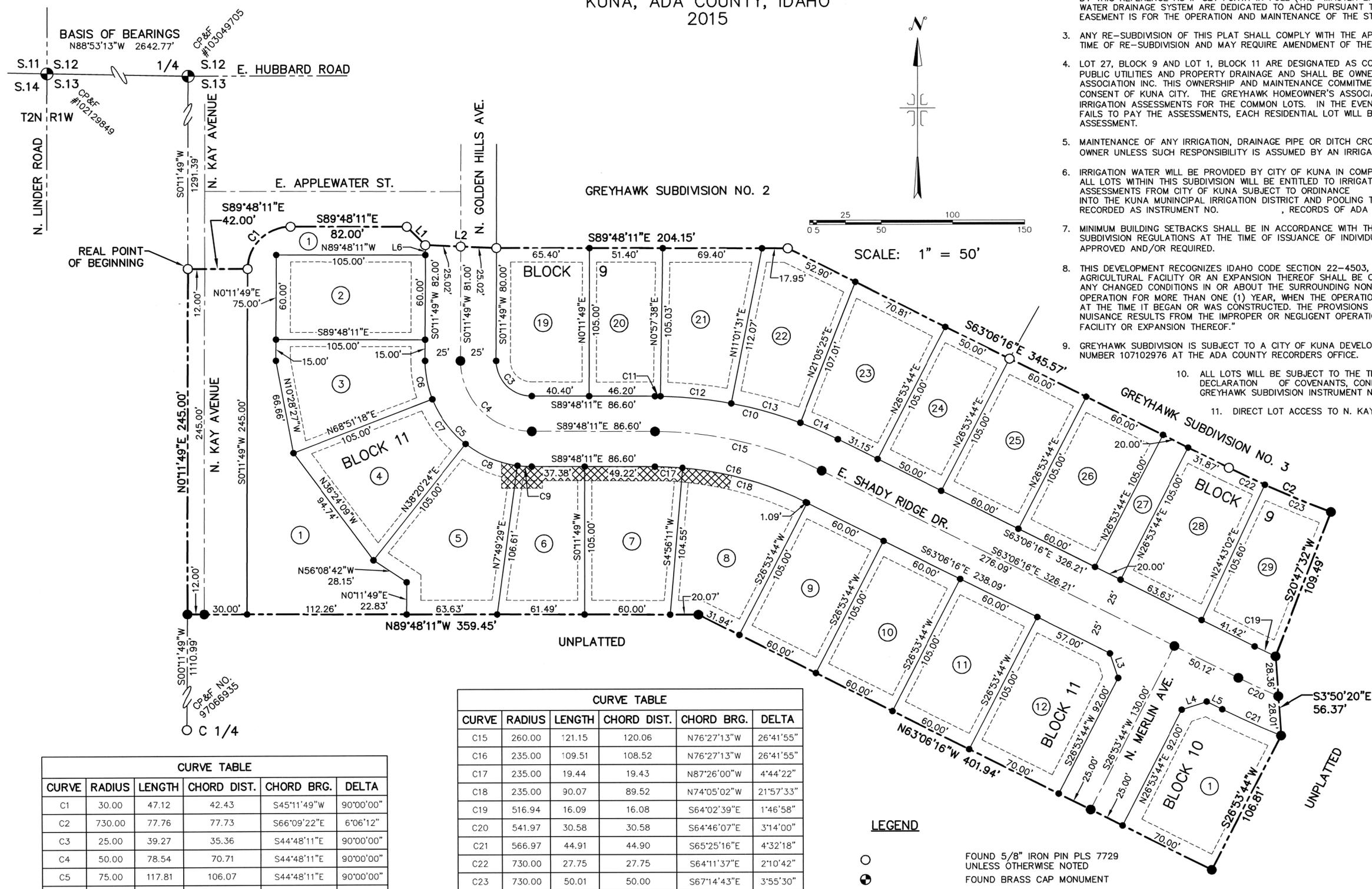
-  HESS PROPERTY/SUBJECT SITE
-  PARCEL LINES
-  ROADS

EXHIBIT A-2e

PLAT SHOWING
GREYHAWK SUBDIVISION NO. 4
A PORTION OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 13
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
KUNA, ADA COUNTY, IDAHO
2015

NOTES:

- LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND ALL REAR LOT LINES HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT AS SHOWN. EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT AS SHOWN.
- A PORTION OF LOTS 5-8, BLOCK 11 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON MAY 8, 2009 AS INSTRUMENT NO. 109053259 OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- LOT 27, BLOCK 9 AND LOT 1, BLOCK 11 ARE DESIGNATED AS COMMON AREA LOTS AND SHALL HAVE A BLANKET PUBLIC UTILITIES AND PROPERTY DRAINAGE AND SHALL BE OWNED AND MAINTAINED BY THE GREYHAWK HOMEOWNER'S ASSOCIATION INC. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF KUNA CITY. THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON LOTS. IN THE EVENT THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT WILL BE RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO ORDINANCE . . . ANNEXING THE GREYHAWK SUBDIVISION NO. 4 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. . . RECORDS OF ADA COUNTY, IDAHO.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL FACILITY OR AN EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- GREYHAWK SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NUMBER 107102976 AT THE ADA COUNTY RECORDERS OFFICE.
- ALL LOTS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREYHAWK SUBDIVISION INSTRUMENT NO. 108001929 AND AMENDED BY INSTRUMENT NO. . .
- DIRECT LOT ACCESS TO N. KAY AVENUE IS PROHIBITED.



CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	30.00	47.12	42.43	S45°11'49"W	90°00'00"
C2	730.00	77.76	77.73	S66°09'22"E	6°06'12"
C3	25.00	39.27	35.36	S44°48'11"E	90°00'00"
C4	50.00	78.54	70.71	S44°48'11"E	90°00'00"
C5	75.00	117.81	106.07	S44°48'11"E	90°00'00"
C6	75.00	27.94	27.78	S10°28'27"E	21°20'31"
C7	75.00	39.94	39.47	S36°24'09"E	30°30'54"
C8	75.00	39.94	39.47	S66°55'04"E	30°30'54"
C9	75.00	9.98	9.98	S85°59'21"E	7°37'40"
C10	285.00	132.80	131.61	N76°27'13"W	26°41'55"
C11	285.00	3.80	3.80	N89°25'16"W	0°45'49"
C12	285.00	50.06	50.00	N84°00'25"W	10°03'53"
C13	285.00	50.06	50.00	N73°56'32"W	10°03'53"
C14	285.00	28.88	28.86	N66°00'26"W	5°48'19"

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C15	260.00	121.15	120.06	N76°27'13"W	26°41'55"
C16	235.00	109.51	108.52	N76°27'13"W	26°41'55"
C17	235.00	19.44	19.43	N87°26'00"W	4°44'22"
C18	235.00	90.07	89.52	N74°05'02"W	21°57'33"
C19	516.94	16.09	16.08	S64°02'39"E	1°46'58"
C20	541.97	30.58	30.58	S64°46'07"E	3°14'00"
C21	566.97	44.91	44.90	S65°25'16"E	4°32'18"
C22	730.00	27.75	27.75	S64°11'37"E	2°10'42"
C23	730.00	50.01	50.00	S67°14'43"E	3°55'30"

LINE	LENGTH	BEARING
L1	18.38	S44°48'11"E
L2	50.04	S87°30'45"E
L3	18.38	S18°06'16"E
L4	18.38	N71°53'44"E
L5	12.14	S63°06'16"E
L6	7.00	S0°11'49"W

LEGEND

- FOUND 5/8" IRON PIN PLS 7729 UNLESS OTHERWISE NOTED
- ⊙ FOUND BRASS CAP MONUMENT
- SET 1/2 IRON PIN WITH CAP PLS 7729
- SET 5/8" IRON PIN WITH CAP PLS 7729
- SUBDIVISION BOUNDARY LINE
- ___ LOT LINE
- SECTION LINE
- CENTERLINE
- EASEMENT LINE
- LOT NO.
- ▨ ACHD STORM DRAIN EASEMENT (SEE NOTE 2)



EXHIBIT A-2g

ISG IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST. SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

GREYHAWK SUBDIVISION NO. 4

CERTIFICATE OF OWNERS

Know all men by these presents: That Jerry M. Hess a married man, as his sole and separate property, is the owner of the property described as follows:

A portion of the West 1/2 of the NE 1/4 of Section 13, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 13, from which the Northwest corner of said Section 13 bears North 88°53'13" West, 2642.77 feet;

Thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858 and along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, records of Ada County, Idaho, South 00°11'49" West, 1291.39 feet to the Southwest corner of said Greyhawk Subdivision No. 2, said point being the **REAL POINT OF BEGINNING**:

Thence along the southerly boundary line of Greyhawk Subdivision No. 2 the following 6 courses and distances:

Thence South 89°48'11" East, 42.00 feet;

Thence 47.12 feet along the arc of a non-tangent curve to the right having a radius of 30.00 feet, a central angle of 90°00'00" and a long chord which bears North 45°11'49" East, a distance of 42.43 feet;

Thence South 89°48'11" East, 82.00 feet;

Thence South 44°48'11" East, 18.38 feet;

Thence South 87°30'45" East, 50.04 feet;

Thence South 89°48'11" East, 204.15 feet;

Thence continuing along the southerly boundary line of said Greyhawk Subdivision No. 2 and along the southerly boundary line of Greyhawk Subdivision No. 3 as same is recorded in Book 108 of Plats at Pages 15090-15092, records of Ada County, Idaho South 63°06'16" East, 345.57 feet;

Thence continuing along the southerly boundary line of said Greyhawk Subdivision No. 3, 77.76 feet along the arc of a curve to the left having a radius of 730.00 feet, a central angle of 06°06'12" and a long chord which bears South 66°09'22" East, a distance of 77.73 feet;

Thence leaving said southerly boundary line South 20°47'32" West, 109.49 feet;

Thence South 03°50'20" East, 56.37 feet;

Thence South 26°53'44" West, 106.81 feet;

Thence North 63°06'16" West, 401.94 feet;

Thence North 89°48'11" West, 359.45 feet to a point on the North-South centerline of said Section 13;

Thence along said North-South centerline North 00°11'49" East, 245.00 feet to the **REAL POINT OF BEGINNING**.
Containing 4.84 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Kuna main line located adjacent to the subject subdivision, and the City of Kuna has agreed in writing to serve all the lots in this subdivision.

Jerry M. Hess

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Gregory G. Carter



P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho)

) s.s.

County of Ada)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry M. Hess, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires

Notary Public for Idaho

Residing in _____, Idaho

EXHIBIT A-2g

**ARTICLE III
CONDITIONS ON DEVELOPMENT**

- 3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:
- 3.1.1 Developer shall develop the property subject to the conditions and limitations set forth in the Agreement. **DONE**
- 3.1.2 Developer agrees to plat no more than 317 buildable lots on the 80.20 acres of the property located east of Kay Avenue and is required to maintain R-6 lot area percentages on the property in accordance with the Kuna City Code. **UNDERSTOOD WILL COMPLY**
- 3.1.3 Developer agrees to construct homes on the property ranging in size from 1,400 square feet to 3,555 square feet or larger. **UNDERSTOOD WILL COMPLY**
- 3.1.4 Developer agrees to the following specific common areas, parks and buffers consisting of a total 9.96 acres:
- 3.1.4.1: 3.62 acre park **DONE**
- 3.1.4.2: 4.24 acres for landscaped buffers and landscaped island **PART DONE**
- 3.1.4.3: .91 acre for the "Strip Park 1" **DONE IN PHASES TWO AND THREE**
- 3.1.4.4: .49 acre for the "Strip Park 2" **FUTURE PHASE**
- 3.1.4.5: .70 acre for pedestrian pathways **PART DONE IN PHASE ONE**
- 3.1.5 Perimeter landscape lots shall be maintained by the homeowners' association and shall be the following dimensions:
- 3.1.5.1: 30-foot wide adjacent to Hubbard Road with an 8-foot wide meandering sidewalk. **DONE PHASE 1**
- 3.1.5.2: 20-foot wide adjacent to Kay Avenue with a 5-foot wide meandering sidewalk. **DONE IN PHASE 1 & 2**
- 3.1.5.3: 20-foot wide adjacent to Ardell Road with a 5-foot wide meandering sidewalk. **FUTURE PHASE**
- 3.1.6 Perimeter fencing on Hubbard Road, Kay Avenue, and Ardell Road shall consist of a six-foot tall vinyl fence constructed behind a three-foot high earthen berm. **DONE IN PHASES 1 & 2**
- 3.1.7 Pathway lots shall be 20-foot-wide consisting of a 6-foot-wide asphalt path with the remaining 14 feet landscaped and maintained by the homeowners association. Construct a 4' solid 2' lattice vinyl fence along the pathways. **PORTION IN THIS PHASE**
- 3.1.8 Construct a minimum of 16" roof overhang on all structures. **UNDERSTOOD AND WILL COMP**
- 3.1.9 Construct a monument sign on the Hubbard entrance with a rock and water feature as noted on the plan. Construct a monument sign on the Ardell entrance. **PORTION DONE IN PHASE**
- 3.1.10 Developer to provide the City with a written agreement for the neighbor on the west side of Kay and Hubbard Road to provide a driveway access to Kay Street and relocate the fence on Kay if needed. **DONE IN PHASE ONE**
- 3.1.11 Developer to construct the homes with the proposed elevations as indicated in Exhibit C of this Agreement. **UNDERSTOOD AND WILL COMPLY**
- 3.1.12 Relocate the park amenities to the south side of Lot 5, Block 5. Provide a 10-foot turn out for parallel parking on E. Yankee Basin Drive to allow for a minimum of 10 parking stalls. **DONE IN PHASE 1**
- 3.1.13 Developer to construct a 4-foot solid, 2-foot lattice vinyl fence along all common lots. **DONE**
- 3.1.14 Meet all staff and agency requirements with the exception of the Transportation Task Force recommendation on Kay Street. **DONE**





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: glaw@cityofkuna.com

MEMORANDUM

TO: Chad Kinkela, P.E.
CK Engineering

FROM: Gordon N. Law
Kuna City Engineer

RE: Greyhawk Subdivision No. 4
Construction Plans Review

DATE: June 22, 2015

The City Engineer has reviewed the first submittal of the construction plans related to utilities and other site improvements for the referenced project. The following comments are provided to summarize the redline markups prepared in connection with the plan review:

1. Review Fees – The standard review fee for these plans is \$200 plus \$10 per lot. The City counts 24 lots yielding a total fee of \$440. Payment has not been received and needs to be included with the next submittal.
2. Record Drawings – At the conclusion of construction, and before signing the final plat, submittal, review and approval of record drawings is required.
3. Drainage and Supply Ditches – A critical requirement is that development projects not disrupt downstream irrigation delivery rights or upstream drainage rights. We ask that you review these items carefully and provide maps, written assurance and details that each existing ditch or underground conduit has been examined and determined that it either does not serve properties beyond the development or that adequate provision is made to serve those rights.
4. Annex Water Rights - Submit a petition, before final platting, to the City to annex (aka “pool”) the surface water rights of the project to the municipal PI system of the City.
5. Plan Sheet C1.0
 1. Please amend Water Note 4 as indicated in the redlines.
 2. Please replace Water Note 17 with the latest version of the Note.
 3. Please replace Sewer Notes with latest version of the Notes. I can forward these electronically if that will help. If the design engineer wishes to add notes to the City

Standard Notes, they can be appended to the end of the Standard Notes. The City would prefer they are not intermingled with the city's required Notes.

6. Plat Sheet 1 of 3

- 1. Please include copies of all three proposed plat sheets with the next submittal.
- 2. Please amend Note 4 as indicated in the red lines to address assessments for common lots.
- 3. Please amend Note 6 to correct erroneous references identified in the red lines.
- 4. Add Note 11 concerning access to N. Kay Avenue.
- 5. Add a Note 12 to provide a public utility easement across the whole of Lot 27, Block 9.
- 6. Please amend the plat to include the portion of N. Kay Avenue fronting on Greyhawk No. 4 and expand the common Lot (Lot 1, Block 11) across the frontage. All of the improvements associated with this frontage should be included in the plans.

7. Plan Sheet No. C4.0

- 1. The maximum spacing between street lights is 250 feet. The plans lack sufficient street lighting. Please see Troy Behunin at the Kuna Planning and Zoning Department for standards on Street Lighting.
- 2. Please do not create high spots in the water main where vapor and air may collect and obstruct the line or compromise the pressure testing.
- 3. Please add an 8-inch valve at the intersection of N. Merlin Ave. and E. Shady Ridge Drive as indicated in the redlines.
- 4. Please place water services on the east or north of common property lines where possible.
- 5. Please match the overts of incoming 8 and 10-inch sewer mains to SSMH B2.

8. Plan Sheet No. C6.0

- 1. Please update Pressure Irrigation Notes #1, #4, #5 and #10 to match the City's latest version of the notes. I can forward these electronically if that will help.
- 2. Please correct Note 17 as indicated in the redlines.
- 3. Please update Detail 2 and Detail 3 to match the City's latest versions.
- 4. Please show with arrows the direction in which pressure irrigation mains are intended to drain. Also, identify high points in the mains so that vents can be installed or services properly configured to bleed off air to not obstruct the line or compromise the pressure testing.

9. Redlines – Marked up drawings are being returned to you to assist your editing. P&Z may issue separate comments of their own related to the landscape and street light plans. The Kuna Rural Fire District has not yet reviewed the plans and may provide comments by separate letter. When your corrections are complete, please re-submit the corrected drawings, your written responses to comments and these red lines to assist the city in making a timely back-check. If edits to plans are made which are not called for in the red lines, please place them in cloud references until the City has a chance to review the edits. The City requests this consideration so that staff does not need to completely review the plans anew with the next submittal. Please include the review fee in your next submittal.

Attachment

Cc: Kuna Planning and Zoning Dept.

Memorandum

To: Kuna City Council
From: Richard T. Roats, City Attorney
Re: ACHD Linder Avenue/3rd Street Roundabout

At the last Council meeting on July 7, 2015, Council had several questions regarding the roundabout located at Linder Avenue and 3rd Street. The questions were:

- 1) Can the center point of the roundabout circle move to northeast to preserve park space (ACHD's ROW) that is being lost to the construction?

Such a move was considered during the design phase. ACHD determined that a significant amount of additional right-of-way would be required to ensure a safe approach to the roundabout for each leg of the intersection. IN addition, adjusting each intersection legs approach would likely impact access for existing homes and businesses.

- 2) What is the access situation for the businesses on the north side of Main Street, west of the roundabout?

ACHD's ROW agent had a similar concern and visited the site on July 14, 2015. ACHD is actively working with the owner of the two properties to determine how to provide access onto Main Street. ACHD will either- maintain existing access points, improve access, or compensate the property's owner(s). ACHD is working to resolve it and will report back when an agreement is reached.

It is my recommendation that the City Council approve resolution R31-2015



Richard T. Roats
City Attorney

RESOLUTION NO. R31-2015

**CITY OF KUNA, IDAHO
ADA COUNTY HIGHWAY DISTRICT LINDER/MAIN/3RD STREET
ROUNDBOUT PROJECT**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ACQUISITION DOCUMENTS RELATED TO THE CONSTRUCTION OF THE ROUNDBOUT AT LINDER/MAIN/3RD STREETS, KUNA, IDAHO WITH THE ADA COUNTY HIGHWAY DISTRICT PROJECT NO. 313043

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Ada County Highway District's Project No. 313043 is hereby approved, and the Mayor of the City of Kuna, Idaho is hereby authorized to execute the following documents, and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

1. Sale and Purchase Agreement.
2. Compensation Summary.
3. Warranty Deed.
4. Permanent Easement.
5. Temporary Construction Easement.

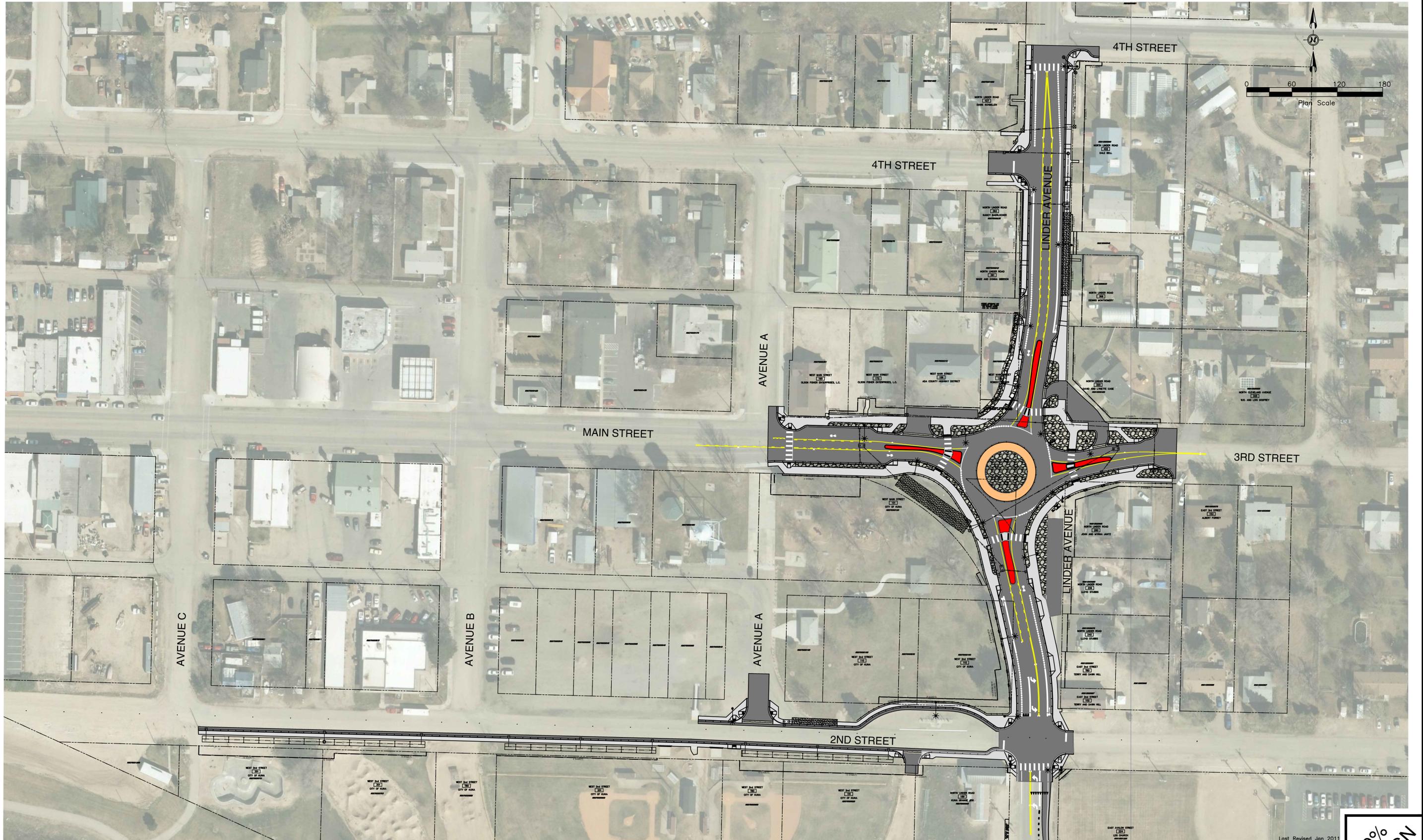
PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of July 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of July 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk



Last Revised Jan 2011

Revisions:

• SIGNATURES •

• DETAIL TITLE •

PROJECT OVERVIEW

99%
DESIGN

RESOLUTION NO. R35-2015

**CITY OF KUNA, IDAHO
PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERS, INC. TO
DEVELOP A DOWNTOWN REVITALIZATION PLAN FOR THE CITY OF
KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE
AGREEMENT WITH JUB ENGINEERS, INC. TO DEVELOP A DOWNTOWN
REVITALIZATION PLAN FOR THE CITY OF KUNA, IDAHO KUNA, IDAHO;
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

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

Section 1. The Agreement with JUB Engineers, Inc., in substantially the form as attached hereto as EXHIBIT A is hereby approved.

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

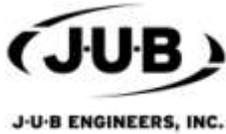
PASSED BY THE COUNCIL of Kuna, Idaho this ____day of July 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of July 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY of Kuna
Downtown Revitalization Plan
July 21, 2015**

Exhibit A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B J-U-B and CITY OF KUNA (CITY) CITYCITY to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The goal of the project is to position the CITY of Kuna for a Downtown Revitalization Idaho Community Development Block Grant (CDBG). The CITY of Kuna desires to develop a Downtown Revitalization Plan to identify strategies and projects that would implement the community's vision for downtown. The CITY is seeking assistance from J-U-B for the preparation of the Downtown Revitalization Plan that will include supportive information for grant applications, including a future CDBG application.

The primary objective covered by this scope is to produce a Downtown Revitalization Plan for the CITY of Kuna.

To summarize, the scope of services for J-U-B has been divided into the following main tasks, which are described in detail later in Part 1:

1. Task 010 – Community and Stakeholder Collaboration
2. Task 020 – Existing Conditions Assessment
3. Task 030 – Capital Improvement Plan (CIP)
4. Task 040 – Strategic Funding Plan
5. Task 050 – Action Strategy/Implementation Plan

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

- 1. Task 010 – Project Management, Community and Stakeholder Collaboration**
 - a. The objective of this task is to conduct public participation and develop a common vision for downtown and gain an understanding of community needs and solutions. This task will

support the development of a comprehensive downtown revitalization plan that focuses on economic development strategies including business retention and attraction, job creation, and future infrastructure improvements downtown.

- b. Scope of Services – This task involves working with a diverse group of stakeholders and local agencies to develop a downtown revitalization plan. Tasks include:
 - 1) Project Management – oversight of the project, coordinate tasks with J-U-B team and CITY
 - 2) Three (3) Downtown Revitalization (DT Revit) committee meetings (hosted/led by CITY and jointly facilitated by CITY AND J-U-B)
 - 3) Stakeholder Interviews – interview up to 16 stakeholders (interviews and questions developed by J-U-B, CITY will assemble contact information and confirm list and questions with DT Revit committee and elected officials)
 - 4) Community Open House (hosted/led by CITY, public outreach responsibility of CITY, and facilitated by J-U-B) – hold a community open house to obtain input on the overall plan and top projects
 - 5) Community Survey (led, disseminated and tabulated by CITY; J-U-B to document in DT Revit Plan)
 - 6) Two (2) Agency Coordination Meetings (CITY will be responsible for scheduling the meetings, J-U-B will attend the meetings) – Idaho Department of Commerce tour, and joint-agency meeting with ACHD, ITD, CITY, COMPASS, VRT.
- c. Deliverables:
 - 1) DT Revit Committee Meeting notes – to be produced by CITY and provided to J-U-B
 - 2) Summary of public and stakeholder input – Responsibility of J-U-B
 - 3) Up to four (4) display boards – Responsibility of J-U-B

2. Task 020 – Existing Conditions Assessment

- a. The objective of this task is to evaluate existing conditions within the downtown study area. This task will include an assessment of community assets, opportunities and needs. A thorough understanding of existing conditions will help shape an effective strategy to maximize future investments.
- b. Scope of Services:
 - 1) Inventory and assessment of Roadway and Sidewalk facilities (GIS file and condition data provided by CITY/ACHD)
 - 2) Inventory and assessment of Water (GIS file and condition data provided by CITY)
 - 3) Inventory and assessment of Sewer (GIS file and condition data provided by CITY)
 - 4) Inventory and assessment of Irrigation (GIS file and condition data provided by CITY)
 - 5) Inventory and assessment of Lighting (GIS file and condition data provided by CITY)
 - 6) Inventory and assessment of Buildings (Inventory, GIS file and condition data provided by CITY/volunteers)
 - 7) Develop up to six (6) GIS maps
 - 8) Prepare Condition Assessment Spreadsheet
- c. Deliverables:
 - 1) Up to six (6) GIS maps
 - 2) Spreadsheet template of condition assessment (to be completed by CITY/volunteers with J-U-B's guidance)

3. Task 030 – Capital Improvement Plan (CIP)

- a. The objective of the CIP is to summarize the capital needs of the community and strategically prioritize those investments to accomplish the community’s vision over a specified period of time.
- b. Scope of Services:
 - 1) Develop list of CIP projects (short and long-term)
 - 2) Conceptualize (with community input) CDBG project - develop project description, planning level concept and cost estimate for CDBG project
- c. Deliverables:
 - 1) CIP Project List
 - 2) CDBG project Concept – project description, planning level concept, cost estimate

4. Task 040 – Strategic Funding Plan

- a. The objective of the Strategic Funding Plan is to list a variety of optimal financing options/funding sources available to the CITY which could be utilized to implement specific projects and to meet the goals and objectives of the Downtown Revitalization Plan.
- b. Scope of Services:
 - 1) Develop Strategic Funding Plan including CIP projects and funding sources
- c. Deliverables:
 - 1) Strategic Funding Plan

5. Task 050 – Action Strategy/Implementation Plan

- a. The objective of the Action Strategy/Implementation Plan is to list objectives, deadlines, potential costs to consider, expected challenges, and schedules that are required to successfully achieve the goals and objectives of the Downtown Revitalization Plan. The action strategy will support Kuna’s goals and maximize economic opportunities in the downtown.
- b. Scope of Services:
 - 1) Develop Action Strategy/Implementation Plan
- c. Deliverables:
 - 1) Action Strategy/Implementation Plan

B. CITY’s Responsibilities/Exclusions from Current Scope - CITY is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B’s Basic Services that may be required for the project, including, but not limited to:

- 1. Ensure staff availability to review documents and provide active direction and timely decisions in writing pertaining this scope of work
- 2. Furnish to J-U-B any other available information pertinent to the Project including reports and data relative to this scope of work
- 3. Furnish to J-U-B any letters of support from community businesses and/or residents as required by the application
- 4. Furnish J-U-B with any existing planning tools and documents currently in use.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during

work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
010	Project Management, Community and Stakeholder Collaboration	July 27, 2015 – November 12, 2015
020	Existing Conditions Assessment	July 27, 2015 – August 28, 2015
030	Capital Improvement Plan	August 28, 2015 – November 12, 2015
040	Strategic Funding Plan	November 12, 2015
050	Action Strategy/Implementation Plan	November 12, 2015
060	Reimbursable Expenses	N/A

PART 3 - BASIS OF FEE

A. CITY shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B’s services will be based upon J-U-B’s estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials (T&M) fees:
 - a. CITY shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees’ standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B’s J-U-Bs' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
010	Project Management, Community and Stakeholder Collaboration	Lump Sum	\$7,300
020	Existing Conditions Assessment	Lump Sum	\$6,800
030	Capital Improvement Plan	Lump Sum	\$9,300
040	Strategic Funding Plan	Lump Sum	\$700
050	Action Strategy/Implementation Plan	Lump Sum	\$700
060	Reimbursable Expenses	T&M	\$195
Total:			\$24,995

C. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

Dated this ____ day of July 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R36-2015
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT SEWER CONNECTIONS NOW OWNED BY DBTV AGRICULTURAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“ASSIGNOR”) TO COREY BARTON HOMES, INC. AN IDAHO CORPORATION DBA CBH HOMES (“ASSIGNEE”).

Recitals

- A. On October 16, 2007, Osprey Ridge Partners LLLP, an Idaho limited liability limited partnership (Assignor’s predecessor in interest, referred to herein as “Osprey”) and the City of Kuna entered into an agreement that entitled Osprey to pre-pay certain sewer connection fees, at the rate of \$4,200.00 each, to connect 306.12 residential units to the City of Kuna’s sewer treatment plants (“Sewer Connections”). The City of Kuna has received payment for the amount due pursuant to the terms of the Osprey Agreement.
- B. Pursuant to the Osprey Agreement, upon payment of the sums due under the Osprey Agreement, the City of Kuna agreed to show in its records that the Sewer Connections were purchased by, and the property of Osprey.
- C. Pursuant to the Osprey Agreement the Sewer Connections were transferable and Osprey was entitled to transfer, pledge or sell the Sewer Connections.
- D. Osprey assigned to Roy E. Stephenson, a married person (34% interest), Michael Toomey, Trustee of The Albion Enterprises, Inc. Defined Benefit Plan Trust (50% interest) and William R. Sturgeon, Trustee of Business Services Retirement Plan (16% interest) all of its right, title and interest in and to the Sewer Connections, and rights related thereto in that certain Assignment of Sewer Connection Credits which was recorded November 12, 2012 in the records of Ada County, Idaho as Instrument Number 112122866.
- E. On September 3, 2013, Assignor received an assignment of certain Sewer Connection Credits and the City of Kuna approved the assignment under Resolution No. R25-2013 (“Resolution”).
- F. Pursuant to the Resolution the City of Kuna agreed to show in its records that the Sewer Connections were purchased by the Assignor.
- G. Pursuant to the Resolution the Sewer Connections were transferable and Assignor was entitled to transfer, pledge or sell the Sewer Connections.

H. Assignor now desires to assign to Assignee all of its right, title and interest in and to thirty-three (33) Sewer Connection, and its rights related thereto (collectively, "Assigned Sewer Connection"). A copy of the assignment is attached hereto as Exhibit A.

WHEREAS, Said reimbursement agreement requires that the City of Kuna give written consent to an assignment.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City of Kuna hereby consents to the assignment of thirty-three (33) EDUs by DBTV Agricultural Holdings, LLC, a Delaware limited liability company ("Assignor") transferring one (1) EDUs to Corey Barton Homes, Inc. an Idaho Corporation dba CBH Homes ("Assignee").

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of July 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of July 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk



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: Pond 7 Blower Replacement Project
Award of Bid
DATE: June 29, 2015

REQUEST: Approve Resolution for Award of Bid

On June 26, 2015, bids were opened for the purchase of a replacement blower for Lagoon No. 7. The bid was published and posted on the City web site and two responses were received. The results of the bidding are as follows:

- | | |
|---------------------------------------|--------------|
| 1. APGN, Inc. (Neuros Air Bearing) | \$128,000.00 |
| 2. CH Spencer & Co. (ABS Mag Bearing) | \$157,760.00 |

The apparent low bid was:

1. APGN, Inc. in the amount of \$128,000.00

The apparent low bid (NEUROS) was reviewed and found to be responsive to the Bid Instructions as to the form of the response (ie submitted timely, properly signed, bid bond enclosed and supplemental information provided) but not responsive as to the actual equipment proposed. The second proposer (ABS) is responsive as to form, responsive in the equipment proposed but is not the apparent low bidder. Further evaluation is provided below.

Bid Evaluation

The purpose of the project is as follows:

1. Replace an unreliable and "expensive to maintain" blower with one that is reliable;
2. Replace an electrically inefficient blower with newer technology and more efficient equipment and take advantage of an Idaho Power grant to pay a significant part of the costs.

Each respondent was required to submit a list of U. S. installations using their equipment. The City contacted some of the operators of these facilities to determine operational history and maintenance history. Some of the responses on the NEUROS equipment were concerning. One operator had 9 NEUROS blowers, had operated them for 4 years and had lost the core of each blower in that time. Each repair cost \$120,000. The same

operator informed us that NEUROS blowers do not handle starting and stopping well and are not capable of the turn-down rate claimed by the manufacturer (this affects electrical efficiency). A second operator had 5 blowers which they had been using for two years. They had lost the air-foil bearing in one of the blowers and repaired it at a cost of \$20,000. Two additional operators were contacted but their facilities were either just starting up or had operated for such a short time that the history was not significant.

The City also contacted operators of ABS blower facilities. We were able to talk to two operators, both with multiple blowers, both operating for 2-4 years and one of the blowers had a single short downtime incident covered by warranty. In addition, one blower had shut off from a temperature alarm which the operator determined to be due to poor air circulation in the room where it was located. Our informal polling of facilities would suggest that ABS has a better maintenance record than NEUROS and that this record has financial value to the City. Whether this value is \$10,000 or \$20,000 or more is not statistically determined. What is clear is that one of the city's purposes in this project was to eliminate an expensive maintenance problem – not acquire another one.

Attached to this memo is a bid recommendation from the design engineer (J-U-B) and grant calculations from Idaho Power. The engineer's recommendation focused on the large capacity of the equipment proposed by NEUROS, its effect on electrical efficiency and its effect on the amount of the grant to be provided by Idaho Power. Idaho Power provided a comparison of the projected subsidy and concluded the subsidy would be \$20,000 greater for the ABS equipment. ABS did include terms and conditions of payment in their submittal but has since withdrawn all terms inconsistent with bid instructions.

J-U-B recommended the City award the bid to ABS for the reasons stated in their letter of recommendation. The City Engineer concurs, both for the reasons provided by J-U-B and from the indication that the effective cost of the ABS blower (including purchase cost, grant revenue and maintenance cost) is less than the NEUROS blower. A resolution is attached, which if approved, will adopt the recommendation.

Available Funds

This project was budgeted from the Sewer Fund in the amount of \$240,000 of which \$25,000 is allocated for design services. Delivery of the equipment will not occur until next fiscal year and money will be budgeted to finish the project then.

Attachments: Resolution
 J-U-B Recommendation
 Idaho Power Grant Calculation

RESOLUTION NO. R37-2015

RESOLUTION AWARING BID FOR THE LAGOON NO. 7 BLOWER REPLACEMENT PROJECT TO C. H SPENCER & COMPANY IN THE AMOUNT OF \$157,760.00 FOR THE PURCHASE OF A HIGH EFFICIENCY BLOWER; DIRECTING EXPENDITURE OF FUNDS OF \$157,760.00 FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

WHEREAS, City of Kuna, Idaho has received bids for the Lagoon No. 7 Blower Replacement Project; and

WHEREAS, the apparent low bidder for said Project is APGN, INC.; and

WHEREAS, the bid submitted by APGN, INC. is responsive to the bid requirements as to form of submittal; and

WHEREAS, the equipment proposed by APGN, INC. is not responsive to the bid requirements; and

WHEREAS, the bid submitted by C. H SPENCER & COMPANY is responsive to the bid requirements as to form of submittal; and

WHEREAS, the equipment proposed by C. H SPENCER & COMPANY is responsive to the bid requirements; and

WHEREAS, the effective cost of the bid, including amount bid together with projected grant funds from Idaho Power and a reasonable allowance for lower maintenance costs, submitted by C. H SPENCER & COMPANY is less than the cost of the equipment submitted by the apparent low bidder:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of bid as follows:

1. Lagoon No. 7 Blower Replacement Project to C. H SPENCER & COMPANY in the amount of one hundred fifty-seven thousand seven hundred sixty dollars (\$157,760.00)

BE IT FURTHER RESOLVED that Mayor and Council directs the expenditure of available funds from the Sewer Fund for said project; and

BE IT FURTHER RESOLVED that the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said bidder for the Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders to the extent applicable; and directs that a copy of

the signed bid of successful bidder is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 21st day of July, 2015.

APPROVED BY THE MAYOR of Kuna this 21st day of July, 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

July 14, 2015

Mr. Gordon Law
City Engineer
6950 S. Ten Mile Road
Kuna, ID 83642

Subject: Kuna Turbo Blower Prepurchase Bid Evaluation

Dear Gordon,

On June 26, 2015, the City of Kuna received two bids for the supply of the Turbo Blower at the South Plant, one from APG Neuros, and one from CH Spencer representing ABS Blowers. Both submitted the proper Bid Forms with Bid Security.

The two bids were as follows:

APG Neuros: \$128,000
CH Spencer /ABS: \$157,760

In reviewing the APG Neuros proposal, it was discovered that the submitted blower was oversized for the current airflows required for treatment and excess airflows would be wasted the first few years until treatment demands increased to match this oversized blower's minimum capacity. This blower does not meet the intent of the design which was to match minimum capacity of the blower now with current wastewater flows, and then increase blower capacity as flows to the treatment plant increase. The design intent was to maximize power efficiency by matching process air to meet treatment demands over the life of the blower.

The CH Spencer/ABS blower is sized correctly for current air demands and its operation would maximize power efficiency. The savings in power efficiency over the life of the blower should more than compensate for the additional cost of the CH Spencer/ABS bid.

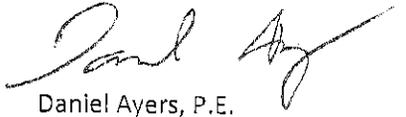
Idaho Power is offering an incentive to offset costs of the new blower with the intent of increasing the efficiency of the aeration system. The Idaho Power incentive is based on the first year cost savings as compared to the currently installed blowers. In reviewing the two submitted blowers, Idaho Power's incentive would be \$20,000 greater if Kuna installed the ABS blower instead of the Neuros blower.

Given that the APG Neuros blower does not meet the intent of the design and Idaho Power's incentives are greater, I would recommend the award be given to CH Spencer/ABS.

In negotiating the contract with CH Spencer/ABS, I would recommend not accepting the Terms and Conditions that were submitted with the Bid. The Terms and Conditions of the Agreement should be in accordance with the Bid Documents that included an example Agreement.

Insert file name here

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Ayers". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Daniel Ayers, P.E.
Project Manager
J-U-B ENGINEERS, Inc.

Gordon Law

From: Jensen, Chellie <CJensen@idahopower.com>
Sent: Tuesday, July 14, 2015 12:59 PM
To: Jensen, Chellie; Gordon Law; 'Dan Ayers'
Cc: 'Layne McWilliams'; Floyd, Steve
Subject: RE: EEM 3 blower comparison.xlsx
Attachments: EEM 3 blower comparison.xlsx

Oops, I had a mistake in the payback column, use this one instead! (good catch Layne!)

From: Jensen, Chellie
Sent: Monday, July 13, 2015 4:57 PM
To: 'gordon@cityofkuna.com'; Dan Ayers
Cc: Layne McWilliams; Floyd, Steve
Subject: EEM 3 blower comparison.xlsx

Hi Gordon,

Dan reached out to me and inquired about incentives for your two blower options that bid your project. Please see the attached spreadsheet for the simple analysis.

I used the information from the detailed audit that Layne completed for the baseline and then used the updated information from Dan for the first year energy savings for each option.

Idaho Power incentives are calculated on the first year savings. I filled out the material cost and estimated labor cost cells and would just need you to verify those costs as well as include any of the DO Control portion of the projects cost. This will auto-calculate the estimated incentive. You are also welcome to send me the cost information and I can fill it in for you.

From Dan's analysis, it sure seems like the ABS unit is the best bet for most of the 20 year life, but the Nueros performs better at the larger flows in the later years. You will get a great incentive either way since both blowers in the first year outperform the existing blowers. The incentive for the ABS is greater simply because of its turndown range. The incentive difference between the two blowers covers about 2/3 of the differential cost between the two blowers. The old time value of money would say that saving in the early years would be more lucrative in the long run.

Please give a call if you have questions.

Thanks,
Chellie

--

Chellie Jensen, P.E.
CUSTOM EFFICIENCY PROGRAM, SENIOR ENGINEER
Idaho Power | Customer Relations and Energy Efficiency

1221 W. Idaho St. | Boise, ID | 83702

Work 208.388.6140
Fax 208.388.5750
Mobile 208.866.0643

Email cjensen@idahopower.com

Updated for EEM 3 with Bld Document information for blower selection

EEM No.	EEM Name	Energy Savings kWh/yr (first year)	Demand Savings kW/mo.	First Year Cost Savings (\$)	Material Cost (\$)	Labor Cost (\$)	Controls portion cost (\$)	TOTAL COST (\$)	Estimated Incentive		Est. Payback		
									\$0.18/kWh (\$)	70% Cost (\$)	Incentive (\$) = Min of 0.18 or 70%	Before Incentive (Yrs)	After Incentive (Yrs)
1	New Turbocompressor Blower- ABS	586,374		\$ 27,775	\$ 157,760	\$ 7,637	\$ 75,000	\$ 240,397	\$ 105,547	\$ 168,278	\$ 105,547	8.66	4.86
2	New Turbocompressor Blower- Nueros	475,324		\$	\$ 128,000	\$ 7,637	\$ 75,000	\$ 210,637	\$ 85,558	\$ 147,446	\$ 85,558	9.36	5.56

Baseline (from detailed study) 926,055

FROM DETAILED STUDY:

NEW INCENTIVE PROGRAM AT \$0.18

EEM No.	EEM Name	Energy Savings kWh/yr	Demand Savings kW/mo.	Cost Savings (\$)	Project Cost (\$)	Estimated Incentive		Est. Payback		
						\$0.18/kWh (\$)	70% Cost (\$)	Incentive (\$) = Min of 0.18 or 70%	Before Incentive (Yrs)	After Incentive (Yrs)
1	Cycle Existing Blowers	246,794	14	\$ 11,690	\$ 12,800	\$ 44,423	\$ 8,960	\$ 8,960	1.1	0.3
2	VFD on Existing Blowers	282,655	16	\$ 13,389	\$ 103,938	\$ 50,878	\$ 72,757	\$ 50,878	7.8	4.0
3	New Turbocompressor Blower	425,302	24	\$ 20,145	\$ 237,597	\$ 76,554	\$ 166,318	\$ 76,554	11.8	8.0

Baseline 926,055

OLD INCENTIVE PROGRAM AT \$0.12

EEM No.	EEM Name	Energy Savings kWh/yr	Demand Savings kW/mo.	Cost Savings (\$)	Project Cost (\$)	Estimated Incentive		Est. Payback		
						\$0.12/kWh (\$)	70% Cost (\$)	Incentive (\$) = Min of 0.18 or 70%	Before Incentive (Yrs)	After Incentive (Yrs)
1	Cycle Existing Blowers	246,794	14	\$ 11,690	\$ 12,800	\$ 29,615	\$ 8,960	\$ 8,960	1.1	0.3
2	VFD on Existing Blowers	282,655	16	\$ 13,389	\$ 103,938	\$ 33,919	\$ 72,757	\$ 33,919	7.8	5.2
3	New Turbocompressor Blower	425,302	24	\$ 20,145	\$ 237,597	\$ 51,036	\$ 166,318	\$ 51,036	11.8	9.3

RESOLUTION NO. R38-2015

CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The Park Use Agreement by and between the City of Kuna, Idaho and the Kuna Police Activities League, in substantially the form as attached hereto as EXHIBIT A is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of July 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of July 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

**PARK USE AGREEMENT
CITY OF KUNA, IDAHO AND KUNA POLICE ACTIVITIES LEAGUE
ARBOR RIDGE CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the between the city of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Police Activities League, Inc. (KPAL), an Idaho non-profit corporation, jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Arbor Ridge City Park (PARK) located at Kuna, Idaho; and

WHEREAS, the PARK has certain improvements including football and soccer fields; and

WHEREAS, KPAL desires to use the PARK for its soccer and football practices and games during specified times of the year; and

WHEREAS, CITY grants KPAL permission to use the PARK in exchange for certain financial contributions, maintenance and sanitation at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: KPAL agrees to use the PARK for the sole purpose of operating the Kuna Police Athletic League, Inc. program to provide athletic opportunities for the children of Kuna, Idaho.
2. RESPONSIBILITIES:

The CITY Will:

- 2.1. Have the PARK fields reserved for KPAL's exclusive use according to its Reserved Schedule, on file with the City Clerk; all other groups may use the fields at all other times. Other groups wishing to use the fields must contact the City Clerk's Office to ensure fields are available and register for their use.
- 2.2. Maintain the fields including mowing, over-seeding, and irrigating during the schedule set by the CITY. Maintain the irrigation system.

KPAL Will:

- 2.3. Run and operate the soccer and football programs.
- 2.4. Provide the CITY with a Reserved Schedule.

- 2.5. Hire and staff the umpires.
- 2.6. Insure that the fields are in presentable and playable condition prior to each use.
- 2.7. Chalk the fields.
- 2.8. Provide trashcans during practice and games and keep the area clean.
- 2.9. Provide portable bathrooms.
3. USAGE FEE: There will be no usage fee.
4. TERM: The term of this AGREEMENT shall be July 1, 2015 to June 30, 2016. The PARTIES may negotiate an extension of this AGREEMENT for additional one (1) year terms.
5. INSPECTION: KPAL has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.
6. ALTERATIONS: KPAL shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All fixtures and improvements shall become the property of CITY at no cost to the City at termination or the expiration of this AGREEMENT.
7. OTHER REQUIREMENTS: KPAL shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.
8. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.
9. INDEMNIFICATION: KPAL shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney's fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KPAL, any act or omission of anyone directly or indirectly employed by KPAL, or any act or omission for which KPAL may be liable, whether or not it is caused in whole or in part by the party indemnified.
10. INSURANCE: KPAL shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
 - 10.1. Worker's Compensation – in compliance with the state and federal laws.

- 10.2. Comprehensive Automobile Liability – 1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from any one occurrence.
- 10.3. Comprehensive Premises Liability including the following coverage:
 - 10.3.1. Premises and operations; and
 - 10.3.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
 - 10.3.3. Personal injury (with employment and contractual exclusions deleted; and
 - 10.3.4. Broad Form Property Damages coverage.
- 10.4. KPAL shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this Lease commence.
- 10.5. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
- 10.6. All insurance shall be written with a company having an A.M. Best rating of at least the “A” category and size categories of VII.
11. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KPAL.
12. RUBBISH: KPAL shall be responsible for garbage or refuse removal during its use of the PARK.
13. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK, or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KPAL shall have no claim for any loss of use during the period that the PARK is being repaired.
14. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage pre-paid, return receipt requested.

14.1. CITY notice shall be sent to:

City Clerk for the City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634

14.2. KPAL notice shall be sent to:

Registered Agent
Kuna Police Activities League, Inc.
1450 W. Boise Street
Kuna, Idaho 83634

15. TERMINATION: Either Party reserves the right to terminate this by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.

16. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.

17. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.

18. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties and may be modified only by an addendum to this Lease or by a new Lease in writing, signed by CITY and KPAL.

19. ATTORNEY'S FEES: If either PARTY is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the AGREEMENT, the prevailing party in such proceeding or action shall be entitled to recover from the other PARTY its reasonable attorney's fees and legal costs.

In witness whereof, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF KUNA, IDAHO

Dated this ____ day of July 2015.

BY: _____
W. Greg Nelson, Mayor

KUNA POLICE ACTIVITIES LEAGUE, INC.

Dated this ____ day of July 2015.

BY: _____
Kody Aldrich, President

ATTEST:

Dated this ____ day of July 2015.

BY: _____
Chris Engels, City Clerk

APPROVED AS TO FORM AND CONTENT:

BY: _____
Richard T. Roats, City Attorney for Kuna, Idaho



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: glaw@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Timbermist Subdivision No. 1
Letter of Credit Review

DATE: July 16, 2015

The developer of Timbermist Subdivision No. 1 started construction earlier this spring but is unable to complete work before they wish to record the final plat. The developers have accordingly requested permission to provide a financial guarantee for the unfinished work – which is allowed in City Code providing certain conditions are met – so that the plat can be recorded. Following is a review of the status of compliance conditions:

1. Completion of items which are not permitted to be secured by financial guarantee:
 - a. Water Facilities – constructed, tested - Completed.
 - b. Sewer Facilities – constructed, tested, CCTV and operational - Completed.
 - c. Irrigation Facilities – constructed, tested and operational - Completed.
 - d. Annexation into KMID requested – Completed.
 - e. Fire Hydrants – Completed.
 - f. All-weather Street Surface – Completed.
 - g. Curb, Gutter and Sidewalk – Completed.
 - h. Street Signage – Completed.
 - i. Dedication of Water Rights – **Petition was received.**
2. Items to be secured by financial guarantee:
 - a. Landscaping – Proposal provided July 2, 2015 by Syringa Landscape of \$158,223.10 (no expiry noted).
3. Financial Instrument Amount (DA requires 1.20)
 - a. Landscaping - \$158,223.10 x 1.20 = \$189,867.72.

The face amount of the security totals **\$189,867.72**

4. Form of Financial Guarantee

It is the understanding of staff the developer proposes to provide an, irrevocable letter of credit. City Code specifies the letter of credit be drawn on a FDIC or FSLIC insured financial institution, be claimable up to 30 days prior to expiry and not exceed one year in length. Staff strongly suggests the institution has a local office (within 50 miles of Kuna) to allow convenient presentment.

No more than 50% of available permits can be claimed during the life of the letter of credit, and if the pledged improvements are not completed within 120 days of plat recordation, no further permits can be issued.

RECOMMENDATION

Attached is a resolution for consideration approving the amount and form of the financial guarantee.

RESOLUTION NO. R40-2015

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY COLEMAN HOMES INC. FOR THE TIMBERMIST NO. 1 SUBDIVISION FOR UNCOMPLETED LANDSCAPING AS REQUIRED FOR PHASE NO. 1 PURSUANT TO THE TERMS OF THIS RESOLUTION.

Whereas Timbermist Subdivision No. 1 exists as part of an approved preliminary plat; and

Whereas construction plans for Timbermist Subdivision No. 1 were approved by the Kuna City Engineer February 18, 2015; and

Whereas construction was commenced but not completed for certain items, per the approved plans; and

Whereas the landscaping has not been completed for Timbermist Subdivision No. 1 according to the approved landscape plans and developer seeks to bond for the unfinished work; and

Whereas the landscaping has been estimated at one hundred fifty eight thousand, two hundred twenty three dollars (\$158,223.10) adding 20% for a total of one hundred eighty nine thousand, eight hundred and sixty seven dollars (\$189,867.72); and

Whereas developer desires to record the final plat for Timbermist Subdivision No. 1 prior to completion of construction; and

Whereas Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat before the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Timbermist Subdivision No. 1 under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least one hundred eighty nine thousand eight hundred sixty seven dollars (\$189,867.72);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of July, 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of July, 2015.

Mayor

ATTEST: _____
Clerk



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: glaw@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Reimbursement Agreements Sewer Trunk
Timbermist Project
Oversized Facilities

DATE: July 16, 2015

REQUEST: Approve Reimbursement Agreement by Resolution

Attached hereto is a proposed reimbursement agreement (w/ exhibits) related to over-sizing of sewer facilities by the developer of Timbermist Subdivision. The reimbursement methodology relies on policies adopted by Council in January 21, 2014 (Resolution R09-2014). Total reimbursement is \$198,517.80 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. R41-2015

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$198,517.80 WITH TIMBERMIST, LLC.

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 – Timbermist Subdivision-Kuna Project" regarding cost recovery for construction of sewer facilities related to Timbermist Subdivision and in the amount of one hundred ninety-eight thousand five hundred seventeen dollars and eighty cents (\$198,517.80); by and between said city and TIMBERMIST, LLC, which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of July 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of July 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT

Timbermist Subdivision-Kuna Project

THIS AGREEMENT made this 1st day of August 2015, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and TIMBERMIST, LLC, hereinafter called DEVELOPER:

WITNESSETH:

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

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R09-2014 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer 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 sewer system to the property known as, Timbermist Subdivision-Kuna Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer 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 sewer system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the sewer 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 sewer 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 sewer 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 one hundred ninety-eight thousand five hundred seventeen dollars and eighty cents (\$198,517.80). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer 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 Sewer 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 sewer 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 sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer 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 sewer 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 and addressed Timbermist, LLC, 3103 W. Sheryl Drive #100, Meridian, Idaho, 83642.

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

TIMBERMIST, LLC

Thomas Coleman

STATE OF IDAHO)
) ss.



City of Kuna
Planning and Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.kunacity.id.gov

MEMO

To: Kuna City Council
From: Wendy I. Howell, PCED
Date: July 21, 2015
Re: Planning and Zoning Department
Project Report for June 2015

The Planning and Zoning Department meets with several walk-in customers daily. The larger projects and developments are listed below.

Land Use Projects:

1. **Ardell Estates** (aka: Watersedge): Processed plat, staff report, notification completed. Public hearing is set on August 25, 2015.
2. **Crimson Point North No 3:** Completed and will be recorded by the end of August.
3. **Crimson Point Villas No. 1 and 2:** Completed and will be recorded by the end of August.
4. **Deserthawk No. 1** (Pipe in Easement Issue): Discussed easement with public works and city attorney in order to work through the issues and arrive at the best solution.
5. **Deserthawk No. 4:** Application processed and in front of City Council July 21, 2015.
6. **Falcon Crest Golf Course:** Processed application for annexation, staff report, and notification completed. Public hearing set for July 28, 2017 with P&Z Commission.
7. **Journey's End** (aka Merlin Pointe South): Pre-plat and SUP application for this sub has arrived and was considered complete on July 8th. P&Z hearing scheduled for August 25, 2015. Design Review will be forthcoming as developer has yet to choose an architect
8. **Leonia Hughes:** Completed
9. **Linder Farms Development Agreement and Special Use Permit Release:** Processing their request for hearing on August 4, 2015.
10. **Memory Ranch:** Processing application. Public hearing is set for August 11, 2015.
11. **Merlin Pointe Right-of-Way Vacation:** Vacation should be completed by the end of August according to representative. They have attracted a national chain. Staff has spent lots of time providing demographics. Construction plans are coming within two weeks.
12. **North Sewer Plant:** Complete
13. **Patagonia:** Collaborated with applicant to get construction drawings in for review for phase 1.
14. **Profile Ridge Rezone:** P&Z Commission recommended approval and will be processing request for Council hearing.
15. **Ridley's:** Completed. Building #1 is being constructed.
16. **Gina and Daniel Safford:** Processing an annexation and lot split to present to Council on August 4, 2015 Will be tabled to September 18, 2015.
17. **Sandstone Plaza Development:** Design review request was approved.

● Page 2

18. **Shayla's Paw-fecton:** New application to allow home-based business is being processed, staff report written, notifications sent, and will be heard by P&Z Commission July 28, 2015.
19. **Sorrel Subdivision:** Waiting on construction plans and building permit submittal.
20. **Layne and Lori Thornton:** Completed.
21. **Timbermist 1 and 2:** Final plat #1 will be recorded by the end of August. Final plat #2 is anticipated soon. Building permits for #1 will be coming next week most likely.
22. **Timbermist Bonding – Early Permits:** Worked through early Building permits for Coleman Homes through discussion with applicant and staff.
23. **Tomorrow Subdivision Apartments:** Design review approved.

Generic Developments (waiting on formal application):

1. **Affordable Housing Meeting Build Contractor:** Answering questions about several different site as they sent new sites for consideration.
2. **Annexation:** Discuss annexation with owner and went over location of utilities, access, and process.
3. **Annexation:** Answer numerous questions to realtor and others, and staff, too.
4. **Annexation Pathway for northern impact area:** Conversations with various homeowners about annexation.
5. **Commercial Discussions:** Discussed requirements for a specific site. Many calls with owner and their engineer.
6. **Danskin - New Phase:** Sent processing information to engineer and waiting for application. Should be in within a month.
7. **David Gronbeck:** Answered questions about a commercial site from several parties and discussed building permit numbers with consultant.
8. **Derek Marine:** Discussing ways to get this commercial business to Kuna, Looking at a C-1 site on Ten Mile & Deer Flat, talked with ACHD & staff about access.
9. **Gold Creek Drain:** Discussed the drain with the land owner.
10. **Industrial Business:** Discussed ways to get plant located on 60 acres in Kuna.
11. **Infill Project:** Discuss infill development, including commercial, residential, and potential splitting of a site for the general location on Deerflat and School including layout options about the site. This will need to be annexed, preliminary plat and design review approval. Several realtors inquire about 'what if' scenarios.
12. **Luana Lane.:** Worked with planner to arrange lots for a multi-family project and timeline. They will need a rezone.
13. **New Commercial (Service):** Looking for a 2-3 acre site with good access. Met one time with land broker.
14. **New Project on Deer Flat:** Worked on site plan for apartments with engineer, requires annexation, and comprehensive plan map change. Waiting for application.
15. **Palomar Drain (Crimson Point 5):** On-going lengthy discussions with patrons and staff regarding the drain.
16. **Park Avenue Building Permit Questions:** Questions and more questions from owners, contractors, realtors, etc.; discussions with staff about the sewer and water connect fees, etc. Some discussion with the land owner this month regarding 'splitting' portions of the parcel as residential and selling off the rest. Several realtor inquiries about 'what is possible'
17. **Ridley's #2:** New commercial...they are working through details with staff and are anxious to announce their arrival. Watch for the sign!
18. **Sable Ridge Final Phase:** Met and discussed moving forward on her site to develop, including a road on the east side.
19. **Silvertrail #2:** Final plat application anticipated soon.
20. **Solar Project:** Met with owners and discussed their plans for a Special Use Permit and design review process and how to move forward, the application should come by July 22, 2015.

- Page 3

21. **Subdivision** (near School House Subdivision): Met with applicant and his planner multiply times; these four acres will close out the School House Subdivision. Several phone calls to each.
22. **Verizon Business Signs**: Processed sign permit and administrative design review. Completed.
23. **Other developers**: Researched several random sites per requests.

Internal Projects:

1. **Assist Attorney**: Create maps and did research as needed.
2. **Building Permits**: This involves checking setbacks, review plans, and permit processing
 - New dwellings: 20
 - 15 of the 20 new dwellings included electrical, plumbing and mechanical permits that are not included in the following count.
 - Total square footage for new dwellings: 46,759
 - Total value: \$5,413,838
 - Commercial: 1 (Ridley's pad)
 - Electrical: 20
 - Mechanical: 18
 - Plumbing: 25
 - Misc. building permits: 9
3. **Code Enforcement**: Code Enforcement involves taking complaints, site visit to photograph violations, researching property, writing letters to home owners, follow-up site visit, and possibly another letter or close of the file.
 - Zoning Compliance Issues: 3
 - Weed Complaints: 4
 - Junk/Debris: 9
 - Animals: 0
 - Vehicles (standing/abandoned/RV/improper parking/blocking sidewalk): 13
 - Misc. Dispute Resolution/Public Works issue referral: 3
4. **Committees**
 - Ada County Street Naming Committee
 - (Attended one in the last two months due to time/workload constraints.)
 - Regional Transportation Advisory Committee
 - Economic Development Committee
 - Downtown Revitalization
 - FACTS (Pathway/Parks)
 - Active Transportation Committee
 - Due to time/workload, unable to attend this meeting.
 - ACHD Capital Investment Citizens Advisory Committee
 - Due to time/workload, unable to attend this meeting.
5. **Comprehensive Plan**: Notifications sent, scheduled for Council August 18, 2015, and waiting on Meridian to make a decision on impact boundary.
6. **Maps**
 - a. **Future Land Use Map**: Ready for notification and presentation to P&Z Commission once the impact boundary decision is negotiated with Meridian.
 - b. **Planning Area Map**: Notification sent, working on staff report, and presentation to Council on August 18, 2015.
7. **Permitting Software**: Demo
8. **Ipads**: Waiting for setup of Ipads previously purchased for P&Z Commission.
9. **Text Amendments**
 - **Lot Split Ordinance**: Completed.
 - **Septic Tank Ordinance**: Meetings with staff, staff report finished, presented to P&Z Commission, tabled for further changes per Commissioner's request.

**CITY OF KUNA, IDAHO
ORDINANCE NO. 2015-10**

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING SECTION 1-5-2 OF THE KUNA CITY CODE, ENTITLED SALARY (MAYOR); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor of the City of Kuna, Idaho have experienced rising costs and a rising workload;

WHEREAS, Idaho Code Section 50-203 provides for the increase in mayor's salary by ordinance during an election year;

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

CHAPTER 5

MAYOR

Section 1:

Section 1-5-2 of the Kuna City Code is hereby amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

1-5-2 **SALARY:** Effective ~~January 1, 2006~~, January 1, 2016, the salary of the mayor shall be ~~thirty thousand dollars (\$30,000.00)~~ sixty-two thousand dollars (\$62,000.00) per year, plus city benefits, payable in twelve equal pay periods, as established by the payroll department.

Section 2:

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3:

All ordinances and parts of ordinances, resolutions, orders or parts thereof, in conflict herewith are hereby repealed.

Section 4:

This Ordinance shall be in full force and effect on January 1, ~~2008~~, 2016 from and after its passage, approval, and publication according to law.

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

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

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST

Chris Engels, City Clerk

Publish:

KUNA CITY OF KUNA
ORDINANCE NO. 2015-09

AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING ORDINANCE NO. 2011-01, TO PROVIDE THAT THE FRANCHISE FEE AS CONTAINED IN PARAGRAPH 5.1 OF THE FRANCHISE AGREEMENT WITH CABLE ONE, INC. IS AMENDED FROM FOUR PERCENT (4%) TO FIVE PERCENT (5%); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 15, 2011, the Kuna City Council granted Cable One, Inc., a non-exclusive twenty-five (25) year franchise to provide cable services to the citizens of Kuna, pursuant to City of Kuna Ordinance No. 2011-01; and

WHEREAS, the Kuna City Council finds that it is in the best interests of the citizens of Kuna to amend the franchise fee as provided for in said Franchise Agreement from four percent (4%) to five percent (5%).

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO:

Section 1. AMENDMENT TO FRANCHISE AGREEMENT.

Paragraph 5.1 of said Franchise Agreement is amended to provide that the franchise fee is changed from four percent (4%) to five percent (5%), as provided for in the Amendment to Franchise Agreement, attached hereto and made a part hereof.

Section 2. SEVERABILITY.

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE KUNA CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF _____, 2015.

W. Greg Nelson, Mayor

Attest:

Chris Engels, City Clerk

FIRST AMENDMENT TO FRANCHISE AGREEMENT **(Cable One, Inc.)**

This First Amendment to Franchise Agreement (“Agreement”) is made and entered into this ____ day of _____, 2015, by and between the City of Kuna, a municipal corporation (“Kuna”) and Cable One, Inc. (“Franchisee”).

RECITALS

A. Kuna is a political subdivision of the State of Idaho, and has authority to enter into this Agreement; and

B. Franchisee is a duly organized and acting corporation lawfully conducting business within the State of Idaho, and has authority to enter into this Agreement; and

C. On March 15, 2011, Kuna agreed to the terms and conditions of the Franchise Agreement by adopting by City of Kuna Ordinance No. 2011-01, providing that Franchisee shall provide cable services within the city limits of Kuna, Idaho; and

D. Pursuant paragraph 10.10, said Franchise Agreement can be amended subject to the conditions therein; and

E. The parties desire to amend paragraph 5.1 to change the franchise fee from four percent (4%) of Gross Revenues to five percent (5%) of Gross Revenues, as provided for in the Franchise Agreement. All other terms and conditions of the Franchise Agreement shall remain unchanged.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree to the amended paragraph 5.1, as follows:

V.

REGULATION BY KUNA

5.1 Franchise Fee. The Franchisee shall pay to Kuna a franchise fee equal to five percent (5%) of Gross Revenues received by the Franchisee from the operation of the Cable System to provide Cable Services on a quarterly basis. The quarterly payment for the franchise fee shall be due and payable at the end of the calendar quarter that shall terminate at midnight on March 31, June 30, September 30 and December 31 of each year. Each quarterly payment shall be paid within forty-five (45) days after the end of each calendar quarter and shall be accompanied by a brief report from a representative of the Franchisee showing the basis for the computation and in a format approved by the Kuna treasurer. All sums that become delinquent shall accumulate interest at the statutory rate established by Idaho Code § 28-22-104(1). In addition, where the Franchisee has underpaid the franchise fee by at least five percent (5%) and where payment was not received by Kuna when due, Franchisee may be required to pay all franchise fees and interest due on the total amount owed and for the costs of any additional

FRANCHISE AGREEMENT

labors incurred in the reconciliation process. The accrual of interest is not intended to waive or in any manner restrict Kuna's ability to elect any procedure or method of collection permissible by law or under this Agreement to enforce all the terms and conditions of this Agreement and the Franchise.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

CITY OF KUNA

By _____
W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

FRANCHISEE

Cable One, Inc.

By: 
Name: John Gosch
Title: Vice President, West Division

(Space above reserved for recording)

ORDINANCE NO. 2015-14

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCELS S1312336005 & S1312346625 AND REFERRED TO AS TIMBERMIST SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT; CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A and shown on the map in Exhibit B.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

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

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST

Chris Engels, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
TIMBERMIST SUBDIVISION**

A parcel of land located in the S 1/2 of the SW 1/4 of Section 12, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8" iron pin marking the S1/4 corner of said Section 12 from which an aluminum cap monument marking the SW corner of said Section 12 North 88°53'10" West, 2642.80 feet;

Thence along the North-South centerline of said Section 12 North 00°28'59" East, 555.24 feet to a 5/8" iron pin marking the **REAL POINT OF BEGINNING**;

Thence leaving said North-South centerline North 88°50'02" West, 784.05 feet to a 5/8" iron pin;

Thence South 00°28'59" West, 507.95 feet to a point on the North right-of-way line of W. Hubbard Road;

Thence along said North right-of-way line North 88°53'10" West, 1,173.75 feet;

Thence leaving said North right-of-way line North 00°29'26" East, 109.00 feet;

Thence North 88°53'10" West, 637.00 feet to a point on the East right-of-way line of S. Linder Road;

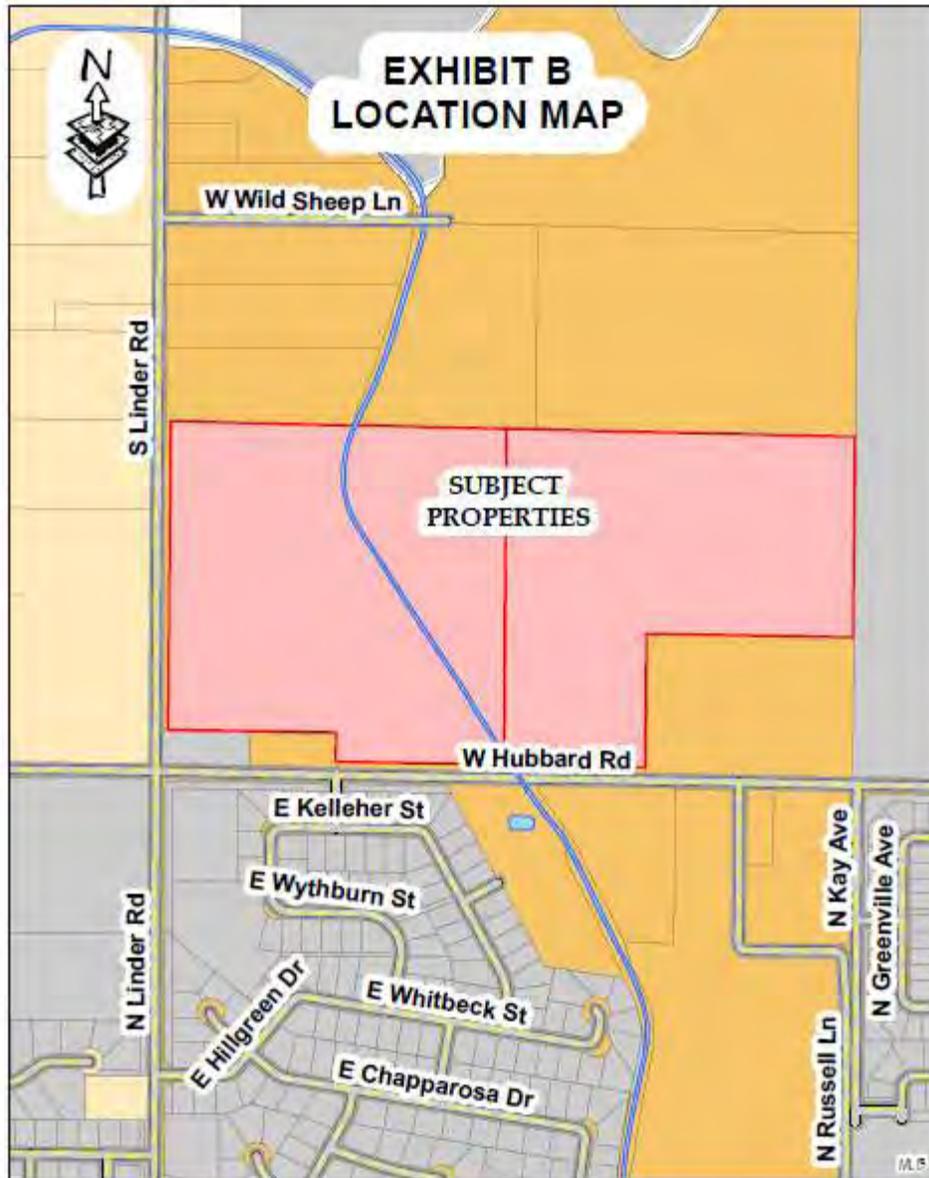
Thence along said East right-of-way line North 00°29'26" East, 1,169.01 feet to a point on the North boundary line of the S 1/2 of the SW 1/4 of said Section 12;

Thence along said North boundary line South 88°41'55" East, 2,594.73 feet to a 5/8" iron pin marking the C-S 1/16 corner of said Section 12;

Thence along the North-South centerline of said Section 12 South 00°28'59" West, 762.28 feet to the **REAL POINT OF BEGINNING**. Containing 65.14 acres, more or less.

^ M

EXHIBIT A



Ord. 2015-14 Timbermist Subdivision Irrigation Annexation
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