

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

Regular City Council Meeting
AGENDA
Tuesday, September 1, 2015

7:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation:** Stan Johnson, Kuna Life 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. Regular City Council Minutes August 18, 2015**
- B. Accounts Payable Dated August 27, 2015 in the Amount of \$227,667.35**
- C. Alcohol Licenses:**
- D. Findings of Facts and Conclusions of Law:**
 - 1. Linder Farms:**
 - a. Approve the release of Case No. **08-05-SUP** (Special Use Permit) and **08-08-DA** (Development Agreement); Linder Farms Agri-tainment. A request from Randy and Sherrie Feist in connection with Linder Farms**
 - b. Approve Resolution R54-2015 authorizing the release of Case No. **08-08-DA** (Development Agreement); Linder Farms Agri-tainment. A request from Randy and Sherrie Feist in connection with Linder Farms**
 - 2. Profile Ridge:**
 - a. Approve Case No. **15-01-ZC** (Zone Change) & **07-03-DA** (Modification/Release) **Profile Ridge Rezone**, A rezone and a Development Agreement Release request for the south ½ of the Profile Ridge Subdivision**

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

- b. Approve Resolution R55-2015 authorizing the release of Case No. **07-03-DA** (Development Agreement); Profile Ridge (South ½). A request from Iron Mountain Real Estate

5. Citizen’s Reports or Requests:

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

- A. Annual Appropriation Budget for Fiscal Year Ending September 30, 2016 – John Marsh, City Treasurer

- 1. Public Hearing for Annual Appropriation for FYE 2016
- 2. *First Reading* of Ordinance No 2015-15 Annual Appropriation for FYE 2016

Consideration to waive three readings
Consideration to approve ordinance

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, APPROPRIATING THE SUM OF \$14,675,810 TO DEFRAY EXPENSES AND LIABILITIES OF THE CITY OF KUNA FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY; SPECIFYING THE OBJECTS AND PROPOSED EXPENSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING AN EFFECTIVE DATE.

7. Business Items:

- A. Consideration to approve Case No.15-03-FP, approving a Final Plat for the Sorrel Subdivision, in accordance with Kuna City Subdivision Code – Troy Behunin, Senior Planner
- B. Consideration to Approve Resolution R45-2015 amending lease agreement with Boise Disc Golf LLC – Chris Engels, City Clerk

A RESOLUTION OF THE CITY OF KUNA, IDAHO WAIVING THE REMAINING LEASE PAYMENTS PAYABLE PURSUANT TO THE LEASE AGREEMENT WITH BOISE DISC GOLF, LLC (LESSEE) TO LEASE PROPERTY AT 415 W. 2ND STREET, KUNA, IDAHO FOR A CONCESSION STAND

- C. Consideration to Approve Resolution R53-2015 Authorizing the Assignment of a certain number of Osprey Ridge Development sewer connections – Gordon Law, City Engineer

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT SEWER CONNECTIONS NOW OWNED BY 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) ("ASSIGNOR") TO DBTV AGRICULTURAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("ASSIGNEE") AND JOINTLY REFERRED TO HEREIN AS THE ("PARTIES").

- D. Consideration to Approve Resolution R56-2015 Authorizing Voluntary Leave Transfers – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PROCESS VOLUNTARY LEAVE TIME TRANSFERS FOR A CURRENT CITY EMPLOYEE ON MEDICAL LEAVE.

- E. Consideration to Approve Resolution R57-2015 Approve Consultant Services Agreement with Keller Associates to Remodel Butler Well House and Piping

RESOLUTION AWARDING CONTRACT FOR CONSULTING SERVICES TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$45,400.00 FOR DESIGN OF MODIFICATIONS TO BUTLER WELL HOUSE AND PIPING PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONSULTANT.

- F. Update of August Construction Report (*no action required*) – Gordon Law, City Engineer
- G. Update of City Employee Health Benefits (*no attachment*) – John Marsh, City Treasurer

8. Ordinances:

9. Mayor/Council Discussion Items:

10. Announcements:

11. Executive Session:

12. Adjournment:

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 Meeting
MINUTES
Tuesday, August 18, 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 Member Briana Buban-Vonder Haar
 Council Member Pat Jones
 Council Member Joe Stear

Council President Richard Cardoza – Excused

CITY STAFF PRESENT: Gordon Law, City Engineer
 John Marsh, City Treasurer
 Dawn Stephens, Deputy City Clerk
 Wendy Howell, Planning & Zoning Director
 Richard Roats, City Attorney
 Bobby Withrow, Parks Supervisor
 Troy Behunin, City Senior Planner
 Bob Bachman, Fleet & Facilities Manager

2. Invocation: Chris Bent, Calvary Chapel

3. Pledge of Allegiance: Mayor Nelson

4. Consent Agenda:
(Timestamp 00:07:00)

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 - ACHD Minutes August 4, 2015

2. City Council Workshop – Personnel Manual Minutes August 4, 2015
3. Regular City Council Minutes August 4, 2015

B. Accounts Payable Dated August 13, 2015 in the Amount of \$447,426.22

Council Member Jones asked about the purchase of cell phone accessories. Will these accessories work with the new phones?

City Treasurer John Marsh responded the accessories were purchased due to wear and tear. All accessories are compatible with the phones.

Council Member Jones asked why there are so many overpayment refunds for water and permits.

Mr. Marsh responded the water refunds are actually deposits on new accounts that are refunded after 1 year of good payment history.

C. Alcohol Licenses:

D. Findings of Facts and Conclusions of Law:

Council Member Stear moved to approve the consent agenda as presented. Seconded by Council Member Buban-Vonder Haar. Motion carried 3-0. Cardoza Absent

Deputy City Clerk, Dawn Stephens said there has been a change to the current agenda. Planning and Zoning advertised agenda item 7A as a Public Hearing. Business Item 7A needs to be moved to Public Hearings Item 6D.

5. Reports or Requests:

(Timestamp 00:05:26)

A. Consideration to Approve Resolution R48-2015 approving a Memorandum of Understanding with Community Planning Association of Southwest Idaho for pedestrian/bicycle counters – Carl Miller, COMPASS and Wendy Howell, P & Z Director

Carl Miller, COMPASS explained the purpose of placement of permanent pedestrian and bicycle counters as well as portable counter locations.

Mr. Miller stood for questions.

Council Member Stear asked what type of information is received.

Mr. Miller responded; number of pedestrians, number of bicycles in 50 minute increments. The counters are also helpful during special events such as Kuna Days. The information received is also helpful for grant information.

Council Member Jones asked if the information would be provided to the city.

Mr. Miller responded yes, the information will be available to the city as well as to the public via an online dashboard.

Council Member Jones asked if the city would be notified if the counters were going to be removed.

Mr. Miller responded notification would be given if the counters were going to be removed but the intention is to not remove them unless it was necessary due to repaving or other similar need.

Mayor Nelson said he saw the map at COMPASS and is very pleased to have Kuna included. He looks forward to the receiving the data from the counters.

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF KUNA, IDAHO AND THE COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO (COMPASS) GRANTING A LIMITED LICENSE TO COMPASS TO INSTALL PEDESTRIAN AND BICYCLE COUNTERS IN THE GREENBELT; AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND THE CLERK TO ATTEST TO SAID EXECUTION.

Council Member Stear moved to approve Resolution R48-2015. Seconded by Council Member Jones with the following roll call vote:

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

Voting No: None

Absent: Cardoza

Motion carried 3-0.

6. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.)
(Timestamp 00:11:35)

- A.** Consideration to Approve P & Z Case No. 15-01-ZC – Profile Ridge Rezone, A rezone request for the Profile Ridge Subdivision – Troy Behunin, Senior Planner

A request by Iron Mountain Real Estate to rezone approximately 6.81 acres located at the southwest corner (SWC) of Meridian Road and Deer Flat Roads. Request includes changing the current zoning, R-6 (Medium Density Residential), to C-1 (Neighborhood Business District) within the previously approved Profile Ridge Subdivision.

Senior Planner, Troy Behunin; Iron Mountain Real Estate has met all requirements for consideration to rezone. In connection to the rezoning request, staff would also recommend the release of 07-03-DA (Development Agreement) from the property. There would continue to be ACHD requirements for the property as a whole.

Kevin Amar, Owner of Iron Mountain Real Estate Company testified his company is interested in expanding the commercial zoning area and maintain the residential zoning to the West of the property. Mr. Amar asked for verification of a traffic light requirement by the city.

Support: None

Neutral: None

Against: None

Council Member Stear moved to approve P & Z Case No. 15-01-ZC – Profile Ridge Rezone and with staff recommendations, 07-03-DA. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:

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

Voting No: None

Absent: Cardoza

Motion carried 3-0.

B. Consideration to Approve amended Kuna Comprehensive Plan – Wendy Howell, P & Z Director

(Full Comprehensive Plan is too large for the Packet. The plan can be obtained on our website at : <http://www.kunacity.id.gov/DocumentCenter/View/2040>)

(Timestamp 00:22:52)

This request is to amend the Kuna Comprehensive Plan that includes data updates that reflect the 2010 census or more current information in the Plan; updates the Capital Plan; updates the maps with the proposed planning area extension to the east (this does not include an update to the impact area map); and other clerical and grammar modifications. The Planning and Zoning Commission recommended approval of the plan to the City Council on April 14, 2015.

P & Z Director, Wendy Howell explained the Comprehensive Plan amendment is part of a living document intended to use as a guide for land use decisions.

Ms. Howell stood for questions.

Support: None

Neutral: None

Against: None

Council Member Stear moved to approve the amended Kuna Comprehensive Plan. Seconded by Council Member Buban-Vonder-Haar with the following roll call vote:

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

Voting No: None

Absent: Cardoza

Motion carried 3-0.

- C. Consideration to Approve amended Planning Area Map – Wendy Howell P & Z Director
(Timestamp 00:27:28)

This request is to amend the Planning Area Map on the most easterly planning area boundary from S Cole Road to S Pleasant Valley Road. The extension of the easterly boundary begins at the intersection of E Poen Road and S Cole Road, which is the southern boundary for the Kuna Planning Boundary; Thence continuing south along the southerly boundary approximately 0.25 miles along the alignment of S Cole Road; Thence east approximately 0.50 miles; Thence north approximately 0.25 miles; Thence east approximately 1.5 miles to the centerline of S Pleasant Valley Road; Thence north approximately 5.07 miles along the centerline of S Pleasant Valley Road, also being the eastern boundary of the Kuna Planning Boundary, to the centerline of W Ten Mile Creek Road; Thence northwesterly along said W Ten Mile Creek Road approximately 1.0 miles to the centerline of S Cole Road.

P & Z Director, Wendy Howell explained the city has been working with various developers on a proposed industrial park generally located in the amended map area. Prior to submitting an application for annexation the planning area needs to be extended.

Ms. Howell stood for questions.

Support: None

Neutral: None

Against: None

Council Member Stear moved to approve the amended Planning Area Map.

Seconded by Council Member Jones with the following roll call vote:

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

Voting No: None

Absent: Cardoza

Motion carried 3-0.

7. Business Items:

- A. Consideration to Approve the release of Case No. 08-05-SUP (Special Use Permit) and 08-08-DA (Development Agreement); Linder Farms Agri-tainment – Troy Behunin, Senior Planner.

(Timestamp 00:31:28)

(Agenda item was changed from Business Items to Public Hearings due to advertisement as a Public Hearing)

A request from Randy and Sherrie Feist in connection with Linder Farms

Senior Planner, Troy Behunin explained all regulatory items have been fulfilled and a neighborhood meeting has been held. Mr. Behunin added due to zoning changes over the years, a Special Use Permit and Development agreement are no longer necessary.

Council Member Jones asked about the neighborhood meeting. He did not see the documentation in the packet.

Mr. Behunin guided Council Member Jones to the documentation in his packet.

Randy Feist, Owner of Linder Farms, testified the reason for his request is, as Mr. Behunin stated, there is no reason to have an SUP and Development Agreement attached to the property any longer.

Council Member Jones stated that some of the attractions offered at Linder Farms, mainly the mechanically operated rides could be construed as an amusement ride and asked Mr. Feist if he would agree with that statement.

Mr. Feist responded he did not know the legal definition of amusement ride but there are amusing rides offered at Linder Farms.

Support: None

Neutral: None

Against: None

Council Member Jones has concerns regarding part of the operation being confused as an amusement park and questions if the SUP would need to stay in place.

City Attorney Richard Roats responded the requests are for the release of the SUP and Development Agreement. When the question arises regarding what is permitted, it would be part of a Special Events Plan and would be reviewed at that time and coordinated with the applicant. Decisions regarding what fits within Agri-tainment would be made at staff level and approved by the Director.

Council Member Jones asked since he is not privy to Special Events processes, would those mechanical rides be brought up at that time?

Mr. Roats responded, yes.

Council Member Jones asked if the city has a noise ordinance.

Mr. Roats responded there is a noise ordinance that expires at 11:00 p.m.

Council Member Stear moved to approve the release of Case No. 08-05-SUP and 08-08-DA; Linder Farms Agri-tainment. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:

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

Voting No: None

Absent: Cardoza

Motion carried 3-0.

- B.** Consideration to Approve Resolution R45-2015 waiving the remaining lease payments with Boise Disc Golf LLC (*continued from August 4, 2015*) – Richard Roats, City Attorney
(Timestamp 00:43:16)

Boise Disc Golf LLC was a victim of a burglary that occurred on or around July 29, 2015 at the city owned building that serves as a park amenity concession stand.

A RESOLUTION OF THE CITY OF KUNA, IDAHO WAIVING THE REMAINING LEASE PAYMENTS PAYABLE PURSUANT TO THE LEASE AGREEMENT WITH BOISE DISC GOLF, LLC (LESSEE) TO LEASE PROPERTY AT 415 W. 2ND STREET, KUNA, IDAHO FOR A CONCESSION STAND

City Attorney, Richard Roats referenced the memorandum addressing questions from Council from the last meeting included in the Council Meeting packet.

Mr. Roats stood for questions.

Council Member Buban-Vonder Haar asked if the Mr. Lindstrom wants to continue paying \$400 per month next year.

Mr. Roats responded the city is not at the point to renew the lease.

Council Member Buban-Vonder Haar said at the last Council meeting, the concern was approving the Resolution as it is written. The interest was in arriving at the same outcome by modifying the lease amount.

Council Member Stear said at the last Council meeting, it had been stated Mr. Lindstrom was paying \$400 for a larger space in Ann Morrison Park in Boise. The Kuna location and the Boise location are not comparable business areas. The rent should be adjusted retroactively due to an overcharge, not due to the burglary.

Mr. Roats responded an amended lease agreement could be drawn up for the current year and he will further discuss the rent amount for next year with Mr. Lindstrom.

Mayor Nelson asked Mr. Roats to draft an amended lease agreement and present it to Council on September 1, 2015.

Council Member Buban-Vonder Haar clarified her expectation is that there is to be no mention of burglary, crime, or benefit to the community.

- C. Consideration to Approve Resolution R49-2015 Reimbursement Agreement with Timbermist, LLC for Oversized Sewer Main and Repealing Resolution R41-2015 – Gordon Law, City Engineer
(Timestamp 00:49:25)

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$212,519.51 WITH TIMBERMIST, LLC AND REPEALING RESOLUTION NO. R41-2015.

City Engineer, Gordon Law explained two bills had not been included in Resolution R41-2015 request for reimbursement. The total of the two bills amounted to \$20,000, \$14,000 of which is reimbursable.

Mr. Law stood for questions.

**Council Member Buban-Vonder Haar moved to approve Resolution R49-2015.
Seconded by Council Member Jones with the following roll call vote:
Voting Aye: Council Members Jones, Buban-Vonder Haar and Stear
Voting No: None
Absent: Cardoza
Motion carried 3-0.**

- D. Consideration to Approve Resolution R51-2015 to adopt Step and Grade Policy for City Directors – Richard Roats, City Attorney
(Timestamp 00:51:44)

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE STEP AND GRADE POLICY FOR THE DIRECTORS FOR THE CITY OF KUNA, IDAHO AS ATTACHED HERETO; REPEALING THOSE SECTIONS OF RESOLUTION R9-2007 THAT ARE INCONSISTENT WITH THE ADOPTION OF R51-2015; AND DECLARING THE EFFECTIVE DATE.

City Attorney, Richard Roats explained the chart presented is the final part of the amendments that have been discussed in previous meetings for the purpose of placing Directors of the City of Kuna on the step and grade chart for longevity pay increases.

Mr. Roats stood for questions.

Council Member Buban-Vonder Haar asked where the chart with numbers is located.

Mr. Roats responded the chart with the numbers was previously approved for all other employees.

Council Member Buban-Vonder Haar stated she is concerned about positions noted on the chart that don't exist yet. Job descriptions have not been presented to Council.

Mr. Roats asked if the positions in question are the Fleet & Facilities Director and the Parks Director.

Council Member Buban-Vonder Haar responded, yes.

Mr. Roats responded he is in the process of drafting the job descriptions. The positions will go into effect October 1, 2015 with the new fiscal budget.

Council Member Buban-Vonder Haar stated she is not clear on how we know how much positions will be making if the job descriptions haven't been finalized. It seems like putting the cart before the horse.

Mr. Roats responded Council approved the budget with projected incomes assigned to those positions.

Council Member Buban-Vonder Haar stated Council approved the budget but thought they were putting a thumbtack in the money so it could be allocated if needed. It seems it would be more appropriate to decide what the job is comprised of and then determine the appropriate rate of pay for that particular position.

Council Member Stear asked if the job descriptions and Directors Step and Grade could be brought back to Council at the next Council meeting or if this needed to be addressed tonight.

Mr. Roats responded typically Council has reviewed job descriptions in the past but doesn't believe job descriptions have ever been approved by Resolution. The thought was, since Council approved the positions, the positions would be placed on the Step and Grade chart, the job descriptions would be drafted and then there would be a hiring process to fill the positions.

Mayor Nelson asked Mr. Roats what would happen if approval of the Resolution was delayed until Council could review the job descriptions.

Mr. Roats responded nothing would happen.

Mayor Nelson stated the job descriptions would not need to be a formal item brought before Council. He asked Mr. Roats to let the Council members know when the job descriptions are finished and they can review them.

Council Member Jones asked if the job descriptions would be open to Council input.

Mr. Roats responded Council is more than welcome to provide input.

Council Member Jones said he would like to see the chart with the steps spelled out. His concern is making sure everything is fair.

Mayor Nelson said he would like to remind everyone the city is trying to retain employees that are happy to work for the City of Kuna. The city has taken care of the employees in general but the Directors need to be rewarded for their longevity and good work for the city also. The city does not want to lose valuable, experienced Directors to other entities that may offer them more.

Council Member Jones stated he did not think the intent is to devalue anyone, he wants to be sure things are done correctly.

Mayor Nelson stated the job descriptions will be finished and Council will be notified of their availability for review. The Directors Step and Grade will be brought back before Council at the next Council meeting.

- E.** Consideration to Approve Resolution R52-2015 Park Impact Fee and Committee Members appointment – Richard Roats, City Attorney
(Timestamp 01:00:33)

APPROVING IDAHO DEVELOPMENT IMPACT FEE ACT ADVISORY COMMITTEE

City Attorney, Richard Roats explained the first step to implement Park Impact Fees is to appoint a committee.

Mr. Roats stood for questions.

Council Member Jones asked if Council would still be allowed input or guidance regarding Park Impact Fees.

Mr. Roats responded, yes.

**Council Member Stear moved to approve Resolution R52-2015. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:
Voting Aye: Council Members Jones, Buban-Vonder Haar and Stear
Voting No: None
Absent: Cardoza**

Motion carried 3-0.

- F.** Discussion of Idaho Power Franchise Agreement term of five or ten years – Richard Roats, City Attorney
(Timestamp 01:03:04)

City Attorney, Richard Roats explained he relayed Council's preference for a 5 year Franchise Agreement to Idaho Power. Idaho Power responded the shortest agreement they would like is for 10 years. Considering the Solar Farm and potential for city involvement with them, he is more comfortable with a 5 year term. Would Council like to offer guidance?

Mayor Nelson asked if the city could sign a 10 year agreement, then if things changed, the agreement could be voided and another agreement negotiated.

Mr. Roats responded it would not be easy.

Mayor Nelson asked Mr. Roats what his advice to Council would be.

Mr. Roats responded his advice would be to stay with a 5 year agreement.

Mayor Nelson stated we are living in such rapidly changing times; it seems more prudent to have a 5 year agreement.

Council Member Stear stated he supports a 5 year term.

Council Member Jones asked why we are agreeing to a franchise agreement if there are no fees attached.

Council Member Buban-Vonder Haar responded the agreement allows the city to use Idaho Power poles to run fiber optics.

Council recommends a 5 year agreement.

- G.** Update on P & Z Projects (*no action required*) – Wendy Howell, P & Z Director
(Timestamp 01:09:08)

P & Z Director, Wendy Howell referenced the project list included with the Council Packet.

Ms. Howell stood for questions.

Council Member Jones asked why the iPads for P & Z Council have not been set up yet.

Mr. Roats responded the set up process for each iPad is time consuming due to the interface the city is using. The hope was to set up the iPads and new phones at the same time. The new phones have not all arrived at this time.

Council Member Jones asked City Treasurer, John Marsh when the phones will arrive.

Mr. Marsh responded the phones are here, they just need to be activated and programmed.

Mr. Roats clarified the programming is a time consuming process requiring much more than calling and activating the phones.

Council Member Jones asked about a 3 year chronic problem at a particular address noted in code enforcement. Why has this problem been allowed to continue for 3 years?

Ms. Howell responded without reviewing the file she is not sure if the property is cleaned up and then not maintained repeatedly or if it has never been cleaned up.

Council Member Jones concern is follow through by the city.

Ms. Howell responded if this property had never been cleaned up, it would be the ideal situation to hire someone to clean the property, bill the property owner and ultimately do a tax lien.

Council Member Stear said that seemed like a more viable option.

Council Member Buban-Vonder Haar asked about the notation that P & Z has been inundated by HOA's referring vehicle parking issues to Planning and Zoning for code enforcement. Does Ms. Howell have any recommendations for something different they could do?

Ms. Howell responded it would depend on where the vehicles are parked. On a public street, Kuna Sheriffs would enforce code. If the vehicle is on the property itself, P & Z would start the enforcement process.

Council Member Buban-Vonder Haar suggested a flow chart for HOA's regarding who to call for given issues.

Ms. Howell responded she has started on a chart but has not had time to work on it for quite a while.

Mayor Nelson said Kuna Sheriffs are very receptive in responding to calls as well as speaking with the homeowners.

8. Ordinances:

(Timestamp 01:24:12)

First Reading of Ordinance No 2015-14 Timbermist Nos. 1 and 2 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 THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS TIMBERMIST NOS. 1 AND 2, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

City Attorney, Richard Roats asked for Ordinance No 2015-14 Timbermist Nos. 1 and 2 Irrigation Annexation to be pulled from the agenda.

Council Member Stear moved to pull Ordinance No. 2015-14 from the agenda.

Seconded by Council Member Jones with the following roll call vote:

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

Voting No: None

Absent: Cardoza

Motion carried 3-0.

9. Mayor/Council Discussion Items:**10. Announcements:**

(Timestamp 01:25:53)

Adjourn to Executive Session Pursuant to Idaho Code 74-206(d) for the Purpose of Discussing Personnel Records

Council Member Buban-Vonder Haar moved to adjourn to Executive Session Pursuant to Idaho Code 74-206(d) for the Purpose of Discussing Personnel Records. Seconded by Council Member Stear, all voting aye. Motion carried 3-0. Cardoza Absent.

11. Executive Session:

(Timestamp 01:26:38)

Mayor Nelson stated Executive Session had ended.

Council Member Buban-Vonder Haar stated Executive Session pertained to advanced leave and voluntary leave transfer as it relates to a specific employee.

Council Member Stear moved to come out of Executive Session. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 3-0. Cardoza Absent.

12. Adjournment:

Council Member Stear moved to adjourn the meeting at 9:15 p.m. Seconded by Council Member Jones.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Dawn Stephens
Date Approved: CCM 09.01.2015*

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 8/14/2015-8/27/2015

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.	4098859-000	3235	<u>1" X 3/8" COUPLINGS FOR REPAIRS AT B.FISHER PARK, P.KAUFMAN, PARKS, AUG.'15</u>	08/12/2015	6.89	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/15		
Total 4098859-000:						6.89	.00					
Total 2M COMPANY, INC.:						6.89	.00					
A & J CURBING & LANDSCAPE												
1752	A & J CURBING & LANDSCAPE	277	3088	<u>CURBING FOR THE BRIDGE/BMX PARK PROJECT, B.WITHROW, PARKS, JUN.'15</u>	06/24/2015	735.00	.00	<u>01-6020 CAPITAL IMPROVEMENTS</u>	1004	6/15		
Total 277:						735.00	.00					
Total A & J CURBING & LANDSCAPE:						735.00	.00					
A COMPANY, INC.												
1463	A COMPANY, INC.	B232697		<u>RENTAL HITECH RESTROOM, SN#V470, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER, 7.50, WINCHESTER PARK, SUTTERS MILL, EOW, AUG 15</u>	08/23/2015	90.50	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/15		
Total B232697:						90.50	.00					
1463	A COMPANY, INC.	B-232722		<u>RENTAL HI TECH RESTROOM, SN#V375, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, SEGO PRAIRIE POND, EOW, PARKS, AUG 15</u>	08/23/2015	90.50	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/15		

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Total B-232722:						90.50	.00					
1463	A COMPANY, INC.	B232774		<u>RENTAL HITECH RESTROOM, SN#F107, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, BUTLER PARK, EOW, AUG 15</u>	08/23/2015	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	8/15		
Total B232774:						90.50	.00					
1463	A COMPANY, INC.	B-232775		<u>RENTAL HITECH RESTROOM, SN#EE1141, RENTAL 10.00, SERVICE 88.00, DAMAGE WAIVER 7.50, SADIE CREEK PARK, WKLY, AUG 15</u>	08/23/2015	105.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	8/15		
Total B-232775:						105.50	.00					
1463	A COMPANY, INC.	B-232780		<u>RENTAL HITECH RESTROOM, SN#CC979, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, CITY FARM, EOW, AUG 15</u>	08/23/2015	90.50	.00	<u>21-6212 RENT- EQUIPMENT</u>	0	8/15		
Total B-232780:						90.50	.00					
1463	A COMPANY, INC.	B-233271		<u>RENTAL HITECH RESTROOM, SN#T228, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, ARBOR RIDGE PARK, EOW, AUG 15</u>	08/23/2015	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	8/15		
Total B-233271:						90.50	.00					
1463	A COMPANY, INC.	B233272		<u>RENTAL HITECH RESTROOM, SN#9255, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, THE FARM PARK, AUG 15</u>	08/23/2015	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	8/15		

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Total B233272:						90.50	.00					
Total A COMPANY, INC.:						648.50	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	28594		<u>LAB TESTING. MONTHLY SAMPLES TOTAL COLIFORM BACTERIA. C DEYOUNG. WATER. JULY 15</u>	07/31/2015	230.40	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		
Total 28594:						230.40	.00					
1	ANALYTICAL LABORATORIES	28595		<u>LAB TESTING. SEWER JULY 15</u>	07/31/2015	1,796.40	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		
Total 28595:						1,796.40	.00					
Total ANALYTICAL LABORATORIES:						2,026.80	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126828741	3238	<u>REPLACEMENT WHEEL BEARINGS FOR TRUCK #19. B.GILLOGLY, AUG.'15 - WATER</u>	08/13/2015	27.78	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/15		
Total 4126828741:						27.78	.00					
Total AUTOZONE, INC.:						27.78	.00					
B & A ENGINEERS												
347	B & A ENGINEERS	2228		<u>DEERHORN SEWER MAIN PROJECT. STAKING SEWER. G LAW. AUG 15</u>	08/10/2015	583.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total 2228:						583.00	.00					
347	B & A ENGINEERS	2229		<u>BIRDS OF PREY SEWER MAIN LINE EXTENSION. G LAW. AUG 15</u>	08/10/2015	4,292.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2229:						4,292.00	.00					
Total B & A ENGINEERS:						4,875.00	.00					
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	60884		1 TOTE SODIUM HYPOCHLORITE FOR CEDAR AND DANSKIN WELL, #6 AND #10, C DEYOUNG, WATER, AUG 15	08/19/2015	1,324.11	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	8/15		
Total 60884:						1,324.11	.00					
Total BHS SPECIALTY CHEMICALS:						1,324.11	.00					
CLOVERDALE NURSERY												
725	CLOVERDALE NURSERY	243055		10 BEDDING PERENNIALS FOR CITY HALL, B WITHROW, PARKS, AUG 15	08/17/2015	64.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/15		
Total 243055:						64.00	.00					
Total CLOVERDALE NURSERY:						64.00	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0616351	3179	GUIDE RAIL, GUIDE SLEEVE, FARM LAGOONS, C KNIGHT, SEWER, JULY	08/17/2015	815.00	.00	21-6140 MAINT & REPAIR BUILDING	0	8/15		
Total 0616351:						815.00	.00					
219	FERGUSON WATERWORKS #1701	0617809		48 WATER METERS, WATER, AUG 15	08/18/2015	7,227.12	.00	20-6020 CAPITAL IMPROVEMENTS	0	8/15		
Total 0617809:						7,227.12	.00					
Total FERGUSON WATERWORKS #1701:						8,042.12	.00					

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G & R AG PRODUCTS, INC.												
376	G & R AG PRODUCTS, INC.	1199032-0001-	3267	<u>PUMP FOR WEED SPRAYER AT THE LAGOONS, B.GILLOGLY, SEWER, AUG.'15</u>	08/20/2015	152.90	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/15		
Total 1199032-0001-01:						152.90	.00					
Total G & R AG PRODUCTS, INC.:						152.90	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	I3995958	3083	<u>WELL #11 PITLESS ADAPTER, WATER, G.LAW, JUN.'15</u>	07/31/2015	7,897.67	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/15		
Total I3995958:						7,897.67	.00					
1552	H.D. FOWLER COMPANY	I4009201		<u>WELL #11 POWER CABLE, PUMP COLUMN, G LAW, WATER, AUG 15</u>	08/14/2015	2,835.13	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total I4009201:						2,835.13	.00					
1552	H.D. FOWLER COMPANY	I4009203		<u>INSTALL PITLESS ADAPTER WELL #11, WATER, AUG 15</u>	08/14/2015	222.41	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total I4009203:						222.41	.00					
Total H.D. FOWLER COMPANY:						10,955.21	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	00054 03 2489	3254	<u>ODDS AND ENDS FOR PARKS, ELECTRIC CHAIN SAW SHARPENER, DIGITAL MEASURING, CIRCULAR PADLOCK, B.WITHROW, AUG.'15</u>	08/18/2015	59.97	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/15		
Total 00054 03 248965:						59.97	.00					

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Total HARBOR FREIGHT TOOLS:						59.97	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	D948012	3245	<u>10 EA. SINGLE PORT RADIOS, C.DEYOUNG, WATER, AUG.'15</u>	08/14/2014	540.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total D948012:						540.00	.00					
63	HD SUPPLY WATERWORKS LTD	E262720		<u>6 EA PROROAD GAL POTTED METERS, 40 EA PIT SET PIGTAIL/GLASS METERS TO INSTALL AND STOCK, C DEYOUNG, WATER, AUG 15</u>	08/07/2015	5,562.48	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total E262720:						5,562.48	.00					
63	HD SUPPLY WATERWORKS LTD	E316504	3223	<u>4 POTTED WATER METERS, 6 NON POTTED WATER METERS, J MORFIN, WATER, AUG 15</u>	08/07/2015	2,371.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total E316504:						2,371.60	.00					
63	HD SUPPLY WATERWORKS LTD	E336549	3230	<u>100 FT ROLL OF POLY PIPE FOR WATER SERVICES, 2 3/4 TO 1 IN BRASS FITTINGS, 4 3/4 COMPRESSION FITTINGS, STOCK AND SERVICE REPAIRS, C DEYOUNG, WATER, AUG15</u>	08/11/2015	210.06	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/15		
Total E336549:						210.06	.00					
63	HD SUPPLY WATERWORKS LTD	E377051	3256	<u>3 METER LIDS, STOCK, C DEYOUNG, WATER, AUG 15</u>	08/19/2015	334.40	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/15		
Total E377051:						334.40	.00					
Total HD SUPPLY WATERWORKS LTD:						9,018.54	.00					

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HOCOCHAN HOLDINGS, INC. dba												
1619	HOCOCHAN HOLDINGS, INC. dba	AR396348		<u>MONTHLY COPIER LEASE, MX4110N, MXM503M, 8-1-15 TO 8-31-15, ADMIN, AUG 15</u>	08/12/2015	66.10	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	8/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396348		<u>MONTHLY COPIER LEASE, MX4110N, MXM503M, 8-1-15 TO 8-31-15, P&Z AUG 15</u>	08/12/2015	66.10	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	8/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396348		<u>MONTHLY COPIER LEASE, MX4110N, MXM503M, 8-1-15 TO 8-31-15, WATER AUG 15</u>	08/12/2015	81.09	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396348		<u>MONTHLY COPIER LEASE, MX4110N, MXM503M, 8-1-15 TO 8-31-15, SEWER AUG 15</u>	08/12/2015	105.87	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396348		<u>MONTHLY COPIER LEASE, MX4110N, MXM503M, 8-1-15 TO 8-31-15, PI AUG 15</u>	08/12/2015	34.34	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/15		
Total AR396348:						353.50	.00					
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 07-01-15 TO 07-31-15, ADMIN, AUG 15</u>	08/12/2015	9.57	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 07-01-15 TO 07-31-15, P&Z, AUG 15</u>	08/12/2015	9.57	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 07-01-15 TO 07-31-15, WATER, AUG 15</u>	08/12/2015	11.74	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 07-01-15 TO 07-31-15, SEWER, AUG 15</u>	08/12/2015	15.32	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, 07-01-15 TO 07-31-15, PI, AUG 15</u>	08/12/2015	4.96	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 07-01-15 TO 07-31-15, PI, AUG 15</u>	08/12/2015	44.22	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	7/15		

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1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 07-01-15 TO 07-31-15, P&Z, AUG 15</u>	08/12/2015	44.22	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 07-01-15 TO 07-31-15, WATER, AUG 15</u>	08/12/2015	54.24	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 07-01-15 TO 07-31-15, SEWER, AUG 15</u>	08/12/2015	70.82	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	7/15		
1619	HOCOCHAN HOLDINGS, INC. dba	AR396349		<u>MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, 07-01-15 TO 07-31-15, PI, AUG 15</u>	08/12/2015	22.95	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	7/15		
Total AR396349:						287.61	.00					
Total HOCOCHAN HOLDINGS, INC. dba:						641.11	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	081415		<u>BUTLER PARK WELL #11 GEOTECHNICAL CONSULTATION, SITE INSPECTION, G LAW, AUG 15</u>	08/14/2015	6,865.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total 081415:						6,865.00	.00					
Total HYDRO LOGIC, INC.:						6,865.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - ADMIN</u>	08/18/2015	359.96	.00	<u>01-6290 UTILITIES</u>	0	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - P & Z</u>	08/18/2015	95.86	.00	<u>01-6290 UTILITIES</u>	1003	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - SENIOR CENTER</u>	08/18/2015	505.58	.00	<u>01-6290 UTILITIES</u>	1001	8/15		

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38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - STREET LIGHTS</u>	08/18/2015	6,253.03	.00	<u>01-6290 UTILITIES</u>	1002	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - PARKS</u>	08/18/2015	856.98	.00	<u>01-6290 UTILITIES</u>	1004	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - WATER</u>	08/18/2015	12,853.55	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - SEWER</u>	08/18/2015	22,507.06	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - FARM</u>	08/18/2015	16,179.36	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/15		
38	IDAHO POWER CO	08182015I		<u>ELECTRIC SERVICE FOR AUGUST 2015 - P.I</u>	08/18/2015	16,951.93	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	8/15		
Total 08182015I:						76,563.31	.00					
Total IDAHO POWER CO:						76,563.31	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	85603		<u>PRO ACTION. WINDOWS UPDATES, BACKUPS, ETC. ADMIN, AUG 15</u>	08/09/2015	49.35	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85603		<u>PRO ACTION. WINDOWS UPDATES, BACKUPS, ETC. P&Z, AUG 15</u>	08/09/2015	16.45	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85603		<u>PRO ACTION. WINDOWS UPDATES, BACKUPS, ETC. WATER, AUG 15</u>	08/09/2015	40.37	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85603		<u>PRO ACTION. WINDOWS UPDATES, BACKUPS, ETC. SEWER, AUG 15</u>	08/09/2015	52.71	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85603		<u>PRO ACTION. WINDOWS UPDATES, BACKUPS, ETC. PL AUG 15</u>	08/09/2015	17.12	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/15		

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				BORZICK, PRO ACTION MAINTENANCE, TALKED WITH J MARSH ABOUT .GOV DOMAIN, P&Z, AUG 15	08/16/2015	14.81	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85865		CREATED DISTRIBUTION GROUP FOR KATIES EMAIL, NEW LOGIN SCRIPT FOR MIKE BORZICK, PRO ACTION MAINTENANCE, TALKED WITH J MARSH ABOUT .GOV DOMAIN, WATER, AUG 15	08/16/2015	36.34	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85865		CREATED DISTRIBUTION GROUP FOR KATIES EMAIL, NEW LOGIN SCRIPT FOR MIKE BORZICK, PRO ACTION MAINTENANCE, TALKED WITH J MARSH ABOUT .GOV DOMAIN, SEWER, AUG 15	08/16/2015	47.44	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/15		
1595	INTEGRINET SOLUTIONS, INC.	85865		CREATED DISTRIBUTION GROUP FOR KATIES EMAIL, NEW LOGIN SCRIPT FOR MIKE BORZICK, PRO ACTION MAINTENANCE, TALKED WITH J MARSH ABOUT .GOV DOMAIN, PI, AUG 15	08/16/2015	15.40	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/15		
Total 85865:						211.20	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,225.20	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	071415-07111		NATURAL GAS CONSUMPTION SR CENTER, 07-14-15 TO 08-11 -15, NWWTP, AUG 15	08/12/2015	8.42	.00	21-6290 UTILITIES EXPENSE	1001	8/15		
Total 071415-071115NW:						8.42	.00					
37	INTERMOUNTAIN GAS CO	071415-08111		NATURAL GAS CONSUMPTION SR CENTER, 07-14-15 TO 08-11 -15, SR CENTER, AUG 15	08/12/2015	40.96	.00	01-6290 UTILITIES	1001	8/15		

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Total 071415-081115SC:						40.96	.00					
Total INTERMOUNTAIN GAS CO:						49.38	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08072015-081		<u>SANITATION RECEIPT TRANSFER 08-07-15 TO 08-13-15, AUG 15</u>	08/14/2015	38,879.89	38,879.89	26-7000 SOLID WASTE SERVICE FEES	0	8/15	08/14/2015	
230	J & M SANITATION, INC.	08072015-081		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE 08-07-15 TO 08-13-15, AUG 15</u>	08/14/2015	-3,841.33	-3,841.33	01-4170 FRANCHISE FEES	0	8/15	08/14/2015	
Total 08072015-08132015:						35,038.56	35,038.56					
230	J & M SANITATION, INC.	08142015-082		<u>SANITATION RECEIPT TRANSFER 08-14-15 TO 08-20-15, AUG 15</u>	08/21/2015	39,676.74	39,676.74	26-7000 SOLID WASTE SERVICE FEES	0	8/15	08/21/2015	
230	J & M SANITATION, INC.	08142015-082		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE 08-14-15 TO 08-20-15, AUG 15</u>	08/21/2015	-3,920.06	-3,920.06	01-4170 FRANCHISE FEES	0	8/15	08/21/2015	
Total 08142015-08202015:						35,756.68	35,756.68					
Total J & M SANITATION, INC.:						70,795.24	70,795.24					
JOHNSTONE SUPPLY												
596	JOHNSTONE SUPPLY	271658	3052	<u>START CAPACITORS FOR DEERHORN L.S. REPAIR, C KNIGHT, SEWER, JUNE 15</u>	06/26/2015	30.64	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	6/15		
Total 271658:						30.64	.00					
Total JOHNSTONE SUPPLY:						30.64	.00					
KELLER ASSOCIATES, INC.												

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				AUG.'15	08/03/2015	5.10	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	8/15		
Total 141062:						5.10	.00					
43	KUNA TRUE VALUE HARDWARE	141430	3241	HITCH PIN FOR TRAILER, B WITHROW, PARKS, AUG 15	08/13/2015	1.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/15		
43	KUNA TRUE VALUE HARDWARE	141430	3241	STAPLE GUN, STAPLES, DRILL BIT, B WITHROW, PARKS, AUG 15	08/13/2015	40.97	.00	01-6175 SMALL TOOLS	1004	8/15		
43	KUNA TRUE VALUE HARDWARE	141430	3241	KEYS FOR FRONT DOOR AT SHOP, B WITHROW, PARKS, AUG 15	08/13/2015	11.94	.00	01-6140 MAINT. & REPAIR BUILDING	1004	8/15		
43	KUNA TRUE VALUE HARDWARE	141430	3241	CORNER BRACE FOR BARRICADE REPAIRS, L BRACKET, SCREWS, NO PARKING SIGN, MARKING PAINT, B WITHROW, PARKS, AUG 15	08/13/2015	44.57	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/15		
Total 141430:						99.37	.00					
43	KUNA TRUE VALUE HARDWARE	141551	3242	REPLACEMENT HAMMER, ROPE, B WITHROW, PARKS, AUG 15	08/17/2015	36.98	.00	01-6175 SMALL TOOLS	1004	8/15		
43	KUNA TRUE VALUE HARDWARE	141551	3242	PAINT ROLLERS AND BRUSHES TO PAINT BARRICADES, LOCK, NUTS AND BOLTS, SILICONE GLUE, B WITHROW, PARKS, AUG 15	08/17/2015	38.18	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/15		
43	KUNA TRUE VALUE HARDWARE	141551	3242	GLOVES, B WITHROW, PARKS, AUG 15	08/17/2015	10.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	8/15		
Total 141551:						86.15	.00					

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43	KUNA TRUE VALUE HARDWARE	141661	3261	<u>1 EA. FLASHLIGHT FOR TRUCK #20, D.CROSSLEY, WATER, AUG.'15</u>	08/19/2015	9.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	8/15		
Total 141661:						9.99	.00					
43	KUNA TRUE VALUE HARDWARE	141679	3265	<u>PERMA TEX, SILICONE GASKET MAKER, FOR TEN MILE AUGER PROJECT, C KNIGHT, SEWER, AUG 15</u>	08/20/2015	13.98	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/15		
Total 141679:						13.98	.00					
43	KUNA TRUE VALUE HARDWARE	141689	3268	<u>ITEMS FOR PI REPAIRS, WASP SPRAY, DRAIN COUPLERS, 4 IN ADAPTER, PVC PIPE AND COUPLER, FILTER, POLY TEE, R.JONES, P.I. AUG.'15</u>	08/20/2015	77.55	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/15		
Total 141689:						77.55	.00					
43	KUNA TRUE VALUE HARDWARE	141808	3276	<u>1 EA.SPRAYER, 1 BOTTLE KEROSENE, FOR THE 10 MILE LIFT STATION AUGER REPAIR, T.FLEMING, SEWER, AUG.'15</u>	08/24/2015	15.47	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/15		
Total 141808:						15.47	.00					
Total KUNA TRUE VALUE HARDWARE:						307.61	.00					
KUNA WELDING												
46	KUNA WELDING	2273	3259	<u>5 MANHOLES HOOKS BUILT, T.FLEMING, SEWER, AUG.'15</u>	07/29/2015	75.75	.00	<u>21-6175 SMALL TOOLS</u>	0	8/15		
Total 2273:						75.75	.00					
46	KUNA WELDING	2275	3217	<u>MANHOLE COVERS HOLE PUT THROUGH MIDDLE TO ACCOMODATE METERS, J.COX, WATER, AUG.'15</u>	07/30/2015	45.00	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/15		

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				JUL.'15	07/31/2015	1,078.02	.00	21-6175 SMALL TOOLS	0	7/15		
Total 16500231:						1,078.02	.00					
222	NORCO, INC.	16500232	3153	MAINTENANCE ON PORTABLE GAS SENSOR, T.SHAFFER, JUL.15	07/31/2015	28.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
Total 16500232:						28.65	.00					
Total NORCO, INC.:						1,451.67	.00					
PARAMOUNT SUPPLY COMPANY												
593	PARAMOUNT SUPPLY COMPANY	195382	3162	24X24X2 AIRGUARD FILTERS, FOR THE BLOWER ROOM, M.NADEAU, SEWER, JUL.'15	07/28/2015	184.32	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/15		
Total 195382:						184.32	.00					
Total PARAMOUNT SUPPLY COMPANY:						184.32	.00					
PARTS, INC.												
470	PARTS, INC.	091662	3253	2 FILTERS AND A BELT FOR RTV-500 REPAIR, B.GILLOGLY, PARKS, AUG.'15	08/18/2015	20.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/15		
Total 091662:						20.49	.00					
470	PARTS, INC.	091822	3266	GASKET MAKING MATERIAL FOR TEN MILE LIFTSTATION AUGER, C KNIGHT, SEWER, AUG 15	08/20/2015	8.79	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	8/15		
Total 091822:						8.79	.00					
Total PARTS, INC.:						29.28	.00					

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PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	684865		<u>ALARM MONITOR FOR CEDAR WELL, SNOWHAWK WELL, DANSKIN WELL, SEGO PRAIRIE WELL, BUTLER WELL, EL CAJON WELL, & BEST BATH WELL, 9/1-9/30/15 - WATER</u>	09/01/2015	197.18	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	9/15		
1021	PEAK ALARM COMPANY, INC	684865		<u>ALARM MONITOR FOR CEDAR WELL, SNOWHAWK WELL, DANSKIN WELL, SEGO PRAIRIE WELL, BUTLER WELL, EL CAJON WELL, & BEST BATH WELL, 9/1-9/30/15 - P.I</u>	09/01/2015	49.29	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	9/15		
Total 684865:						246.47	.00					
1021	PEAK ALARM COMPANY, INC	684922		<u>ALARM MONITOR FOR NWWTP, 9/1/15-11/30/15</u>	09/01/2015	86.01	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	9/15		
Total 684922:						86.01	.00					
Total PEAK ALARM COMPANY, INC:						332.48	.00					
SAFEGUARD BUSINESS SYSTEMS, INC												
32	SAFEGUARD BUSINESS SYSTEMS, INC	352948		<u>NEW CHECKS, AUG.'15 - ADMIN</u>	07/31/2015	62.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/15		
32	SAFEGUARD BUSINESS SYSTEMS, INC	352948		<u>NEW CHECKS, AUG.'15 - WATER</u>	07/31/2015	62.50	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/15		
32	SAFEGUARD BUSINESS SYSTEMS, INC	352948		<u>NEW CHECKS, AUG.'15 - SEWER</u>	07/31/2015	62.50	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/15		
32	SAFEGUARD BUSINESS SYSTEMS, INC	352948		<u>NEW CHECKS, AUG.'15 - P.I</u>	07/31/2015	62.50	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/15		
Total 352948:						250.00	.00					
Total SAFEGUARD BUSINESS SYSTEMS, INC:						250.00	.00					

SOUTHWEST IDAHO SUB-SECTION

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369	SOUTHWEST IDAHO SUB-SECTION	07282015AW		<u>TRENCHING, EXCAVATION AND ROADWAY SAFETY TRAINING, B WITHROW, P KAUFMAN, AUG 15</u>	08/14/2015	120.00	120.00	01-1205 ACCTS RECEIVABLE / OTHER	0	8/15	08/14/2015	
Total 07282015AWWA:						120.00	120.00					
369	SOUTHWEST IDAHO SUB-SECTION	07282015AW		<u>TRENCHING, EXCAVATION AND ROADWAY SAFETY TRAINING, C DEYOUNG, R FORD, M DAVILLA, AUG 15</u>	08/14/2015	180.00	180.00	01-1205 ACCTS RECEIVABLE / OTHER	0	8/15	08/14/2015	
Total 07282015AWWA-2:						180.00	180.00					
Total SOUTHWEST IDAHO SUB-SECTION:						300.00	300.00					
SPECTER INSTRUMENTS, INC.												
1626	SPECTER INSTRUMENTS, INC.	1508039959		<u>RENEWAL OF SCADA SOFTWARE MAINTENANCE & SUPPORT, 11/1/15-10/31/16 - WATER</u>	08/17/2015	165.90	.00	20-6052 CONTRACT SERVICES	0	8/15		
1626	SPECTER INSTRUMENTS, INC.	1508039959		<u>RENEWAL OF SCADA SOFTWARE MAINTENANCE & SUPPORT, 11/1/15-10/31/16 - SEWER</u>	08/17/2015	165.90	.00	21-6052 CONTRACT SERVICES	0	8/15		
1626	SPECTER INSTRUMENTS, INC.	1508039959		<u>RENEWAL OF SCADA SOFTWARE MAINTENANCE & SUPPORT, 11/1/15-10/31/16 - P.I</u>	08/17/2015	63.20	.00	25-6052 CONTRACT SERVICES	0	8/15		
Total 1508039959:						395.00	.00					
Total SPECTER INSTRUMENTS, INC.:						395.00	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	3274281032		<u>1 CASE COPY PAPER, K.RICE, AUG.'15 - ADMIN</u>	08/03/2015	39.60	.00	01-6165 OFFICE SUPPLIES	0	8/15		
Total 3274281032:						39.60	.00					

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1292	STAPLES ADVANTAGE	3274281033	3221	<u>2 METAL FILE DIVIDERS, D CROSLY, NWWTP, AUG 15 - WATER</u>	08/06/2015	39.48	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/15		
1292	STAPLES ADVANTAGE	3274281033	3221	<u>2 METAL FILE DIVIDERS, D CROSLY, NWWTP, AUG 15 - SEWER</u>	08/06/2015	39.48	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/15		
1292	STAPLES ADVANTAGE	3274281033	3221	<u>2 METAL FILE DIVIDERS, D CROSLY, NWWTP, AUG 15 - P.I</u>	08/06/2015	15.04	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/15		
Total 3274281033:						94.00	.00					
1292	STAPLES ADVANTAGE	3274281034	3221	<u>OFFICE SUPPLIES, 1 EA ROUND REMOVEABLE LABELS, J BRACE, P&Z, AUG 15</u>	08/06/2015	13.98	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/15		
Total 3274281034:						13.98	.00					
Total STAPLES ADVANTAGE:						147.58	.00					
TIM GORDON												
997	TIM GORDON	092015		<u>CITY HALL RENT, SEPT 2015, ADMIN</u>	08/25/2015	1,285.06	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	0	9/15		
997	TIM GORDON	092015		<u>CITY HALL RENT, SEPT 2015, P&Z</u>	08/25/2015	428.51	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	1003	9/15		
997	TIM GORDON	092015		<u>CITY HALL RENT, SEPT 2015, WATER</u>	08/25/2015	1,051.79	.00	<u>20-6211 RENT- BUILDINGS & LAND</u>	0	9/15		
997	TIM GORDON	092015		<u>CITY HALL RENT, SEPT 2015, SEWER</u>	08/25/2015	1,372.60	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	9/15		
997	TIM GORDON	092015		<u>CITY HALL RENT, SEPT 2015, PI</u>	08/25/2015	445.01	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	9/15		
Total 092015:						4,582.97	.00					
Total TIM GORDON:						4,582.97	.00					

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TITAN TECHNOLOGIES INC												
1235	TITAN TECHNOLOGIES INC	08212015TT		<u>4TH TO PARK P.I. PROJECT PAY REQUEST, G.LAW, WATER, AUG.'15</u>	08/21/2015	8,116.80	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/15		
Total 08212015TT:						8,116.80	.00					
Total TITAN TECHNOLOGIES INC:						8,116.80	.00					
TRAVIS CALDWELL LINDSTROM dba												
1698	TRAVIS CALDWELL LINDSTROM dba	08242015T	3248	<u>25 DISC GOLF SETS FOR THE KUNA YOUTH TO LEARN THE SPORT. RETAINED BY KUNA DISC GOLF BUT OWNED BY THE CITY. HIGH 5 GRANT, D.STEPHENS, AUG.'15</u>	08/24/2015	625.00	.00	<u>03-6360 EXPEND.- BLUE CROSS HIGH FIVE</u>	0	8/15		
Total 08242015T:						625.00	.00					
Total TRAVIS CALDWELL LINDSTROM dba:						625.00	.00					
UNITED OIL												
316	UNITED OIL	062915		<u>LATE CHARGES, INVOICE NOT CODED AND ENTERED IN A TIMELY MANNER, UNABLE TO WAIVE LATE CHARGES. REFERENCE INVOICE #452366, SEWER, AUG.'15</u>	08/15/2015	6.38	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/15		
Total 062915:						6.38	.00					
Total UNITED OIL:						6.38	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	724901	3244	<u>HACH PHOSPHATE STANDARD SOLUTION, DPD 4 FOR TOTAL CHLORINE, 100/PK HACH DPD 10 ML SAMPLE, ENVIROSAFE GEN PURPOSE LAB THERMOMETER, ALL LAB SUPPLIES, T.SHAFER, SEWER, AUG.'15</u>	08/14/2015	148.40	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/15		

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Total 724901:						148.40	.00					
Total USA BLUE BOOK:						148.40	.00					
VICTORY GREENS												
364	VICTORY GREENS	365388	3273	<u>28 YDS PLAYGROUND BARK FOR WINCHESTER AND ARBOR RIDGE PARK, P KAUFMAN, PARKS, AUG 15</u>	08/21/2015	1,146.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/15		
Total 365388:						1,146.60	.00					
Total VICTORY GREENS:						1,146.60	.00					
WATER DEPOSIT REFUNDS #9												
1737	WATER DEPOSIT REFUNDS #9	130030.02		<u>130030.02. STEVEN HEDGES, WATER OVERPAYMENT</u>	08/13/2015	12.16	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 130030.02:						12.16	.00					
1737	WATER DEPOSIT REFUNDS #9	150330.02A		<u>150330.02. ROBERT KEELE, WATER OVERPAYMENT</u>	08/21/2015	78.52	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 150330.02A:						78.52	.00					
1737	WATER DEPOSIT REFUNDS #9	173195.01		<u>173195.01. RICH BEAMAN, WATER OVERPAYMENT</u>	08/13/2015	175.98	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 173195.01:						175.98	.00					
1737	WATER DEPOSIT REFUNDS #9	180230.03		<u>180230.03. DAVID DENTON, WATER OVERPAYMENT</u>	08/14/2015	140.85	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 180230.03:						140.85	.00					
1737	WATER DEPOSIT REFUNDS #9	201375.02		<u>201375.02. JOE A ROGERS, WATER OVERPAYMENT</u>	08/13/2015	9.25	.00	99-1075 Utility Cash Clearing	0	8/15		

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Total 201375.02:						9.25	.00					
1737	WATER DEPOSIT REFUNDS #9	201530.02A		<u>201530.02A, LARRY BURCH, WATER OVERPAYMENT</u>	08/21/2015	64.83	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 201530.02A:						64.83	.00					
1737	WATER DEPOSIT REFUNDS #9	250430.01		<u>250430.01, DYAN BEVINS, WATER OVERPAYMENT</u>	08/14/2015	17.30	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 250430.01:						17.30	.00					
1737	WATER DEPOSIT REFUNDS #9	274085.02		<u>274085.02, MARK DEAN, WATER OVERPAYMENT</u>	08/17/2015	99.14	99.14	99-1075 Utility Cash Clearing	0	8/15	08/17/2015	
Total 274085.02:						99.14	99.14					
1737	WATER DEPOSIT REFUNDS #9	276032.01A		<u>276032.01, CBH, WATER OVERPAYMENT</u>	08/21/2015	44.83	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 276032.01A:						44.83	.00					
1737	WATER DEPOSIT REFUNDS #9	28077002		<u>280770.02, JAMES MUNSON, WATER OVERPAYMENT</u>	08/14/2015	44.02	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 28077002:						44.02	.00					
1737	WATER DEPOSIT REFUNDS #9	301003.01		<u>301003.01, HUBBLE HOMES, WATER OVERPAYMENT</u>	08/14/2015	27.63	.00	99-1075 Utility Cash Clearing	0	8/15		
Total 301003.01:						27.63	.00					
1737	WATER DEPOSIT REFUNDS #9	301007.01		<u>301007.01, HUBBLE HOMES, WATER OVERPAYMENT</u>	08/13/2015	33.30	.00	99-1075 Utility Cash Clearing	0	8/15		

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Total 301007.01:						33.30	.00					
Total WATER DEPOSIT REFUNDS #9:						747.81	99.14					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0085687-IN		MONTHLY JANITORIAL SERVICES FOR AUGUST, SENIOR CENTER	08/25/2015	330.33	.00	01-6025 JANITORIAL	1001	8/15		
Total 0085687-IN:						330.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0085688-IN		MONTHLY JANITORIAL SERVICES FOR AUGUST, CITY HALL	08/25/2015	212.34	.00	01-6025 JANITORIAL	0	8/15		
Total 0085688-IN:						212.34	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0085689-IN		MONTHLY JANITORIAL SERVICES FOR AUGUST, NWWTP - WATER	08/25/2015	31.50	.00	20-6025 JANITORIAL	0	8/15		
1499	WESTERN BUILDING MAINTENANCE, INC.	0085689-IN		MONTHLY JANITORIAL SERVICES FOR AUGUST, NWWTP - SEWER	08/25/2015	31.50	.00	21-6025 JANITORIAL	0	8/15		
1499	WESTERN BUILDING MAINTENANCE, INC.	0085689-IN		MONTHLY JANITORIAL SERVICES FOR AUGUST, NWWTP - P.I	08/25/2015	12.00	.00	25-6025 JANITORIAL	0	8/15		
Total 0085689-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						617.67	.00					
ZAMZOWS												
66	ZAMZOWS	991909	3209	10 BALES OF STRAW FOR THE CITY FLOAT, RANGER PROGRAM, N.PURKEY, AUG.'15	08/05/2015	64.90	.00	01-6265 TRAINING & SCHOOLING	1004	8/15		
Total 991909:						64.90	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 8/14/2015-8/27/2015

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ZAMZOWS:						64.90	.00					
Grand Totals:						<u>227,667.35</u>	<u>71,239.38</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



City of Kuna

Findings of Fact & Conclusions of Law

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

To: City Council

File name: Linder Farms Special Use Permit (08-05-SUP) and Development Agreement (08-08-DA)

Location: 700 South Luker Road, Kuna, Idaho

Legal description: See **EXHIBIT A**.

Owners/developers: Linder Farms – Agri-tainment, Randall & Sherrie Feist
 7165 S. Linder Road
 Meridian, ID, 83643
 208.371.9005
randy@linderfarms.com

Hearing date: August 18, 2015
Findings of Fact: September 1, 2015

Factual background:

On August 5, 2008 14.72 +/- acres were approved for annexation, a Special Use Permit (SUP), Development Agreement (DA) and rezone from RR (Rural Residential – County) to A (Agriculture) zone classification in the city of Kuna. Further, as part of the annexation and rezone, the DA was a discretionary prerequisite for City approval.

In 2008, it was required that an applicant apply for a SUP to locate an “Agri-tainment” business in the Agriculture (Ag) zone within Kuna. However, code requiring the SUP has been changed to allow Agri-tainment businesses in the Ag zone as a permitted use; this means that an Agri-tainment business no longer requires an SUP. A copy of the original (2008) Findings of Fact and the Development Agreement are attached hereto as **EXHIBIT B and C** respectively.

Owner’s 2015 request:

The owner requests the SUP and the DA be released for their property, as a SUP is no longer required for this type of business in the Agriculture zone.

Legal Requirements:

1. Idaho Code Section 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions as provided for in Idaho Code Section 67-6509, that requires or permits as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel; it further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.

2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code Section 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of Idaho Code Section 67-6509.

Recommendation and Conclusions:

1. Kuna City Code does not expressly provide for the procedure to release of a development agreement after the conditions have been satisfied, or if the property should no longer be subject to the development agreement. However, Kuna City Code does provide for the procedure to modify a development agreement, and implicit in this process would be to use the modification procedure to remove certain conditions and/or release the property from the encumbrance. As the modification procedure follows the more stringent notice and public hearing process, in this case the noticing requirements have been complied with in regard to the modification (removal of conditions) and the release of the development agreement. Finally, as discussed above, the project exists in a zone that no longer requires a SUP. It is the recommendation of City staff that the Special Use Permit and the Development Agreement be released from the affected property.

Dated this 1st day of September 2015.

W. Greg Nelson, Kuna Mayor

ATTEST:

Chris Engels
Kuna City Clerk

**RESOLUTION NO. R54-2015
RELEASE OF DEVELOPMENT AGREEMENT
LINDER FARMS**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY KNOWN AS LINDER FARMS.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Clerk is hereby authorized to execute the Release of Development Agreement releasing the Development Agreement from the property known as Linder Farms, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of September 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of September 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk



City of Kuna

Council Findings of Fact & Conclusions of Law

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

To: City Council

File Numbers: 15-01-ZC (Zone Change), 07-03-DA (Modification / Release) Profile Ridge So. 1/2

Location: 1403 N. Meridian Road, Kuna, Idaho

Planner: Troy Behunin, Senior Planner

Hearing date: August 18, 2015
Findings of Fact: September 1, 2015

Applicant: Iron Mountain Real Estate, Inc. – Jeremy Amar
 3681 N. Locust Grove Rd. Ste. 100
 Meridian, ID, 83646
 208.895.0500
Jeremy@biltmoreco.com

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

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
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- E. General Project Facts
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- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Findings of Fact
- J. Conclusions of Law
- K. Recommendation by the P&Z Commission
- L. Decision by the Council

A. Course of Proceedings:

1. Kuna City Code 1-14-3 (KCC), states a Rezone is designated as a public hearing, with the Commission as a recommending body and the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- | | |
|----------------------------|-------------------------------------|
| i. Neighborhood Meeting | May 7, 2015 (four persons attended) |
| ii. Agency Comment Request | June 2, 2015 |
| iii. 300' Property Owners | June 23, 2015 |
| iv. Kuna, Melba Newspaper | July 29, 2015 |
| v. Site Posted | August 7, 2015 |

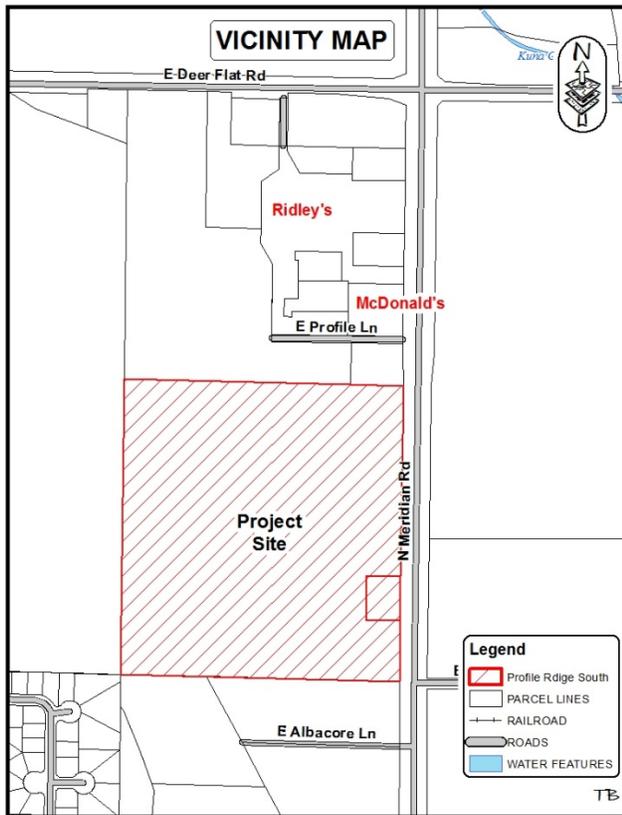
- 2. Case No. (15-01-ZC – Profile Ridge [South ½] Rezone) and 07-03-DA (Mod.), and the supplementary documents for this application are available for review in the Planning and Zoning Department. The public is invited to make arrangements for copies by calling (208) 922-5274, or visiting Planning and Zoning located at 763 W. Avalon Street, Kuna, Idaho, during normal business hours.

B. Applicants Request:

1. Request:

- A request by Iron Mountain Real Estate for a rezone of approximately 6.81 acres located at the southwest corner (SWC) of Meridian Road and Deer Flat Roads. This is a request to change the current zoning, R-6 (Medium Density Residential) in the City, to C-1 (Neighborhood Business District) within the previously approved Profile Ridge Subdivision.

C. Vicinity and Aerial Maps:





D. History:

This site historically has been farmed. In 2007, a Master Plan for approximately 76 acres named the Profile Ridge Subdivision was approved by Council and included approximately 39 acres of commercial area with remainder to be developed as residential homes. In 2013 construction began on the north half for the Ridley’s Family Market subdivision adding the first new commercial uses to the area. The south half has remained as a farmed field. The rezone of these lands is preparatory to attracting additional commercial business to this area of the City.

E. General Projects Facts:

1. **Legal Description:** A legal description was included with the submitted request.
2. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General.
3. **Surrounding Land Uses:**

North	C -1	Neighborhood Commercial – Kuna City
South	RUT	Rural Urban Transition – Ada County
East	RUT, Ag	Rural Urban Transition & Agriculture (Ag) – Ada County
West	RUT	Rural Urban Transition – Ada County

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- Parcel Size: 37.23 acres (Approximately)
- Zoning: Neighborhood Commercial District; (C-1) & R-6 Med. Res. Density.
- Parcel #: S1324141801

5. **Services:**

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

6. Existing Structures, Vegetation and Natural Features:

There are no structures on site. The vegetation is crops typically associated with farming.

7. Transportation / Connectivity:

The site has frontage along Highway 69 on the east side of the property, and E. Profile Lane on the north side.

8. Environmental Issues:

Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat.

9. Comprehensive Future Land Use Map:

The site is identified as Mixed-Use Commercial on Kuna's Future Land Use Map (FLU). Staff views this proposed land use request to be consistent with the surrounding area land uses and approved FLU map designations.

10. Agency Responses:

The following agencies returned comments: City Engineer (Gordon Law, P.E.), Idaho Transportation Department (ITD). The responding agency comments are included with this case file and are included with this report.

F. Staff Analysis:

This property was part of a greater master planned project, approved in 2007. During the 2008 economic downturn, ownership for several properties changed while others retained their lands. A development agreement (DA) was recorded for the project as a whole with several project wide improvements (including a pathway from Deer Flat Road to Kay Ave. and a road down the west side of Profile Ridge, among others). The DA has been modified twice through the public hearing process since it was originally approved. The original Profile Ridge development no longer has the same owner composition for the 76 acres. Additionally, buildable lots within the Ridley's Family Center No.1 Subdivision are being sold/leased to other businesses, including McDonalds who were successfully released from the DA in 2014.

What started out as a unified project has now split into multiple owners that were not involved in the projects creation in 2007, this number will continue to increase with time. With the exception of the pathway on Deer Flat Road, the DA deals with Code related requirements. It is staff's recommendation that the City consider releasing the DA for the entire project, rather than modifying the recorded DA several more times in order to hold developers to the standards already required in Kuna City Code.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 15-01-ZC, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

H. Comprehensive Plan Analysis:

The Kuna planning commission accepts the Comprehensive Plan components as described below:

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

GOALS AND POLICIES – *Property Rights*

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

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

GOALS AND POLICIES – Economic Development

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

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

GOALS AND POLICIES – Land Use

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

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

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

I. Findings of Fact:

1. The site is physically suitable for a commercial use.
2. The commercial use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
3. The commercial use is not likely to cause adverse public health problems.
4. The commercial use appears to be in compliance with all ordinances and laws of the City.
5. The commercial use appears to not be detrimental to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for commercial purposes.
7. The Commission accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
8. The Commission, has the authority to recommend approval or denial of this application.
9. The neighborhood meeting was held and the public notice requirements were met.
10. The public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Conclusions of Law:

1. Based on the evidence contained in Case No. 15-01-ZC, Commission finds Case No. 15-01-ZC complies with Kuna City Code.
2. Based on the evidence contained in Case No. 15-01-ZC, Commission finds Case No. 15-01-ZC are consistent with Kuna’s Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

K. Recommendation by the Planning and Zoning Commission:

On July 14, 2015, the Planning and Zoning Commission voted 4-0, to recommend approval for Case No. 15-01-ZC, based on the facts outlined in staff's report and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends approval for Case No. 15-01-ZC, a rezone request from Iron Mountain Real Estate, with the following conditions of approval to Council:

- Follow all staff recommended conditions of approval in the staff report,

L. Decision by the Council:

15-01-ZC, Note: *This proposed motion is to approve, conditionally approve, or deny this request. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On August 18, 2015, the Council voted 5-0 approving Case No. 15-01-ZC based on the facts outlined in staff's report and the public testimony during the public hearing by the City Council of Kuna, Idaho the Council hereby *approves* Case No. 15-01-ZC, a rezone request from Iron Mountain Real Estate, *with* the following conditions of approval:

- Follow all appropriate staff and agency recommended conditions listed in the staff report.

At the time of development:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1- With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Lighting within the site shall comply with Kuna City Code and established Dark Skies practices.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).

8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
9. All signage within the site shall comply with Kuna City Code.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. Any development will be subject to landscaping, parking lot and building design reviews, among other possible land use applications as applicable, at time of development.
13. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
14. Developer/Owner/Applicant shall comply with all local, state and federal laws.

DATED this 1st, day of September, 2015

W. Greg Nelson, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

**RESOLUTION NO. R55-2015
RELEASE OF DEVELOPMENT AGREEMENT
PROFILE RIDGE**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM A PORTION OF THE PROPERTY ONCE KNOWN AS PROFILE RIDGE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Clerk is hereby authorized to execute the Release of Development Agreement releasing the Development Agreement from the property known as, or referred to as the South Half of Profile Ridge and as depicted in Exhibit A, attached hereto.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of September 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of September 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2015-15
ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, APPROPRIATING THE SUM OF \$14,675,810 TO DEFRA Y EXPENSES AND LIABILITIES OF THE CITY OF KUNA FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY; SPECIFYING THE OBJECTS AND PROPOSED EXPENSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho.

SECTION 1. That the sum of \$14,675,810 be, and the same is appropriated to defray the necessary expenses and the liabilities of the City of Kuna, Ada County, Idaho, for the fiscal year beginning October 1, 2015.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose is as follows:

ESTIMATED EXPENDITURES

GENERAL FUND

<i>Operating Expenditures</i>	\$4,575,910
<i>Debt Service</i>	\$0.00
<i>Interfund Transfers</i>	\$228,376
<i>Capital</i>	\$0.00
Total General Fund	<u>\$4,804,286</u>

CAPITAL PROJECTS FUND

<i>Capital</i>	<u>\$253,376</u>
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AGENCY FUND

\$64,550

LATE COMERS FUND

\$458,848

GRANT FUND

\$161,550

LID FUND

\$0.00

WELL MITIGATION FUND

\$250,000

PROPRIETARY FUNDS

Water Fund

\$2,520,728

<i>Operating Expenditures</i>	\$1,298,189
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$1,222,539

Sewer Fund

\$3,435,816

<i>Operating Expenditures</i>	\$1,786,023
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$1,649,793

Irrigation Fund

\$1,270,590

<i>Operating Expenditures</i>	\$623,464
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$647,126

Solid Waste Collection Fund

\$1,456,066

<i>Operating Expenditures</i>	\$1,456,066
<i>Debt Service</i>	\$0.00

TOTAL PROPRIETARY FUNDS

\$8,683,200

GRAND TOTAL ALL FUNDS

\$14,675,810

SECTION 3. That a general tax levy on all taxable property within the City of Kuna be levied in the amount of \$1,906,508 for the general purposes in said City for the fiscal year beginning October 1, 2015.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. This ordinance shall take effect and be in full force upon its passage, approval, and publication in one issue of *Kuna-Melba News*, a newspaper of general circulation in the City of Kuna, and the official newspaper of said City.

PASSED under suspension of rules, upon which a roll call vote was taken and duly enacted an ordinance of the City of Kuna, Ada County, Idaho at a convened meeting of the Kuna City Council held on the 1ST day of September, 2015.

W.G. Nelson, Mayor

ATTEST:

Chris Engels, City Clerk



City of Kuna

Staff Report

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

To: Kuna City Council

Case Number: 15-03-FP – Final Plat; Sorrel - Residential Subdivision

Location: SEC of Luker Road and Stagecoach Way, Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: September 1, 2015

Applicant: Cresta Vento, LLC. - Cathy Venrick
623 S. Kimball Avenue
Caldwell, ID, 83605
208.455.9661
Cathy@autumngold.org

Representative: T-O Engineers, - Pat Colwell
332 N. Broadmore Way
Nampa, ID 83687
208.466.0944
pcolwell@toengineers.com

A. General Project Facts, Staff Analysis:

1. Applicant is requesting Final Plat approval for the Sorrel Subdivision. The Final Plat for the Sorrel Subdivision proposes 9 residential lots and two (2) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks Final Plat approval for the Sorrel Subdivision. Staff generally supports this request.

B. Staff Analysis:

1. After review of the project file, staff has determined the proposed Final Plat appears to be in substantial conformance with the approved Preliminary Plat for the Sorrel Subdivision residential subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineers signatures on the Final Plat Mylar sheets, subject to a few minor changes to the plat.

Project Description

Project / subdivision name: Sorrel Subdivision

General description of proposed project / request: 2.06 acre residential subdivision of Lot 3, Block 1 of Sadie Creek Subdivision

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

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

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: N/A

Any existing buildings to remain? Yes No

Number of residential units: 9 Number of building lots: 9

Number of common and/or other lots: 2

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 5.2 Net density (DU/acre-excluding roads): 6.4

Percentage of open space provided: 14% Acreage of open space: _____

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

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: *Anthony Vincent* Date: 7/13/15



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

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: Sorrel Subdivision	Applicant: Cresta Vento, LLC
--	--

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

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	
✓	All pages of the proposed Final Plat.	
✓	Approved [?] final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
✓	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.	
✓	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
✓	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.	
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

Part
Part

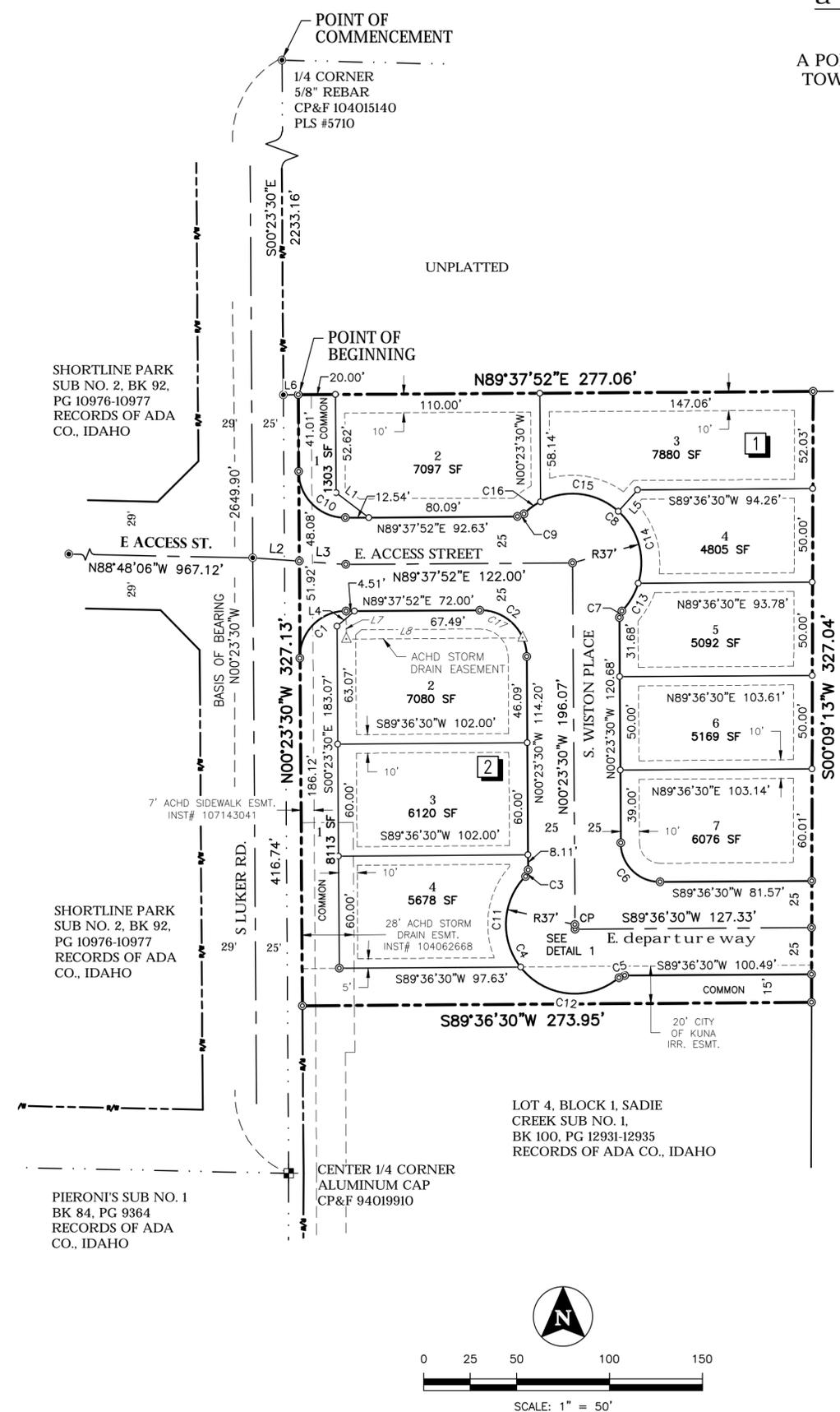
Note: Only one copy of the above items need to be submitted when applying for multiple applications.

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.

FINAL PLAT FOR SORREL SUBDIVISION

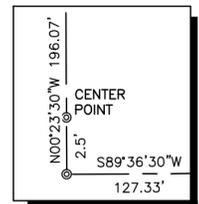
a re-subdivision of lot 3, block 1
sadie creek subdivision NO. 1
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CITY OF KUNA, ADA COUNTY, IDAHO
2015

LOT SUMMARY	
TOTAL LOTS	11
TOTAL BUILDABLE	9
TOTAL COMMON	2
TOTAL ACREAGE	2.07



Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	39.28'	25.00'	90°01'22"	35.36'	S44°37'11"W
C2	39.26'	25.00'	89°58'38"	35.35'	N45°22'49"W
C3	3.88'	5.00'	44°24'55"	3.78'	S21°48'58"W
C4	112.18'	37.00'	173°43'05"	73.89'	S42°50'07"E
C5	3.43'	5.00'	39°18'10"	3.36'	N69°57'25"E
C6	32.99'	21.00'	90°00'00"	29.70'	N45°23'30"W
C7	3.88'	5.00'	44°24'55"	3.78'	N21°48'58"E
C8	115.47'	37.00'	178°48'28"	74.00'	N45°22'49"W
C9	3.88'	5.00'	44°24'55"	3.78'	S67°25'25"W
C10	39.26'	25.00'	89°58'38"	35.35'	N45°22'49"W
C11	52.87'	37.00'	81°52'05"	48.48'	S03°05'23"W
C12	59.31'	37.00'	91°51'00"	53.16'	S83°46'10"E
C13	17.44'	37.00'	27°00'01"	17.28'	N30°31'25"E
C14	42.11'	37.00'	65°12'31"	39.87'	N15°34'51"W
C15	44.92'	37.00'	69°33'31"	42.21'	N82°57'52"W
C16	11.00'	37.00'	17°02'25"	10.96'	S53°44'10"W
C17	28.98'	25.00'	66°25'19"	27.39'	S57°09'28"E

Line Table		
#	LENGTH	DIRECTION
L1	22.05'	S53°01'08"E
L2	25.11'	N86°01'02"W
L3	25.11'	N86°01'02"W
L4	12.47'	S49°23'36"W
L5	15.55'	S41°48'53"W
L6	8.00'	N89°37'52"E
L7	15.00'	S00°22'08"E
L8	94.91'	N89°37'52"E



LOT 2, BLOCK 1,
SADIE CREEK SUB NO. 1,
BK 100, PG 12931-12935
RECORDS OF ADA
CO., IDAHO

DETAIL 1

LEGEND	
	PROPERTY BOUNDARY
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	RIGHT-OF-WAY CENTERLINE
	LOT LINE
	P.U.D.I. EASEMENT LINE
	ACHD STORM & SIDEWALK EASEMENT LINE
	LINE NOT TO SCALE
	FOUND 5/8" IRON ROD
	SET 5/8" IRON ROD WITH PINK PLASTIC CAP MARKED "T-O ENGINEERS PLS 8960" CENTER POINT
	SET 1/2" IRON ROD WITH PINK PLASTIC CAP MARKED "T-O PLS 8960"
	CALCULATED POINT - NOTHING SET OR FOUND
	LOT NUMBER
	BLOCK NUMBER

NOTES

- ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A TEN FOOT (10') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, IRRIGATION EASEMENT (P.U.D.I.), AND CITY OF KUNA STREET LIGHTS. ALL REAR LOT LINES HAVE A TEN FOOT (10') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT. INTERIOR LOT LINES HAVE A TEN FOOT (10') WIDE PERMANENT DRAINAGE EASEMENT CENTERED ON THE LOT LINE FOR THE PURPOSE OF STORING AND TRANSPORTING PROPERTY DRAINAGE.
- LOTS 1, 3, AND 4 OF BLOCK 2 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM AS SHOWN HEREON. THIS LOT IS ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104062668, 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.
- LOT 1 OF BLOCK 1 AND LOT 1 OF BLOCK 2 ARE SERVIENT TO AND CONTAIN THE ACHD SIDEWALK EASEMENT SHOWN HEREON AND RECORDED IN THE COUNTY OF ADA ON OCTOBER 18, 2007 AS INSTRUMENT NO. 107143041, OFFICIAL RECORDS OF ADA COUNTY. LOT 1 OF BLOCK 2 IS SERVIENT TO AND CONTAINS THE CITY OF KUNA IRRIGATION EASEMENT SHOWN HEREON AND RECORDED ON THE SADIE CREEK SUBDIVISION NO.1 IN BOOK 100, PAGES 12931-12935, RECORDS OF ADA COUNTY.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- 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, OR AS SHOWN ON THIS PLAT.
- IRRIGATION WATER WILL BE PROVIDED FROM THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(b). LOTS WITHIN SORREL SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH THE BOISE-KUNA IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH, OR ANY RELATED IRRIGATION FACILITIES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS RESPONSIBILITY IS APPROVED AND ACCEPTED BY AN IRRIGATION/DRAINAGE DISTRICT OR THE HOMEOWNERS' ASSOCIATION THROUGH A WRITTEN DOCUMENT FROM THE AUTHORITY.
- ALL LOTS IN THIS SUBDIVISION ARE SINGLE-FAMILY RESIDENTIAL LOTS, EXCEPT LOT 1 BLOCK 1 AND LOT 1 BLOCK 2, WHICH ARE DESIGNATED AS COMMON LOTS TO BE OWNED AND MAINTAINED BY SORREL SUBDIVISION HOMEOWNERS' ASSOCIATION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE SORREL SUBDIVISION HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS ON COMMON LOTS. IN THE EVENT SORREL SUBDIVISION HOMEOWNERS ASSOCIATION FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- DIRECT LOT ACCESS TO SOUTH LUKER ROAD IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA.
- LOT 1, BLOCK 2 CONTAINS A PUBLIC INGRESS/EGRESS EASEMENT FOR THE PURPOSE OF A PEDESTRIAN PATHWAY.

BASIS OF BEARING

BEARINGS ARE REFERENCED TO STATE PLANE GRID NORTH, BASED ON GPS OBSERVATIONS AND CONFORM TO THE IDAHO COORDINATE SYSTEM OF 1983, IDAHO WEST ZONE 1103. DISTANCES ARE GROUND.



fritz brownell, P.L.S.

IDAHO NO. 8960

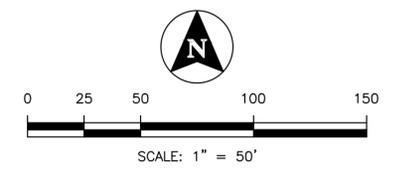
DRAWING NO: 150099-V-FP



332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 FAX: (208) 466-0944

SHEET NO. 1 OF 3

BOOK _____ PAGE _____



FINAL PLAT FOR
SORREL SUBDIVISION
a r e-subdivision of lot 3, block 1
sadie creek subdivision NO. 1
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CITY OF KUNA, ADA COUNTY, IDAHO
2015

CERTIFICATE OF OWNERS

Know all men by these presents, that CRESTAVENTO, LLC. is the owner of the real property hereafter described:

Lot 3, Block 1, Sadie Creek Subdivision No.1, filed in Book 100 of Plats, Pages 12931-12935, Records of Ada County, more particularly described as follows:

COMMENCING at a 5/8" rebar marking the Northwest corner of the N.E. 1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian; thence along the west boundary of said N.E. 1/4,

A) S.00°23'30"E., 2233.16 feet; thence leaving said west boundary,

1) N.89°37'52"E., 8.00 feet to the northwest corner of said Lot 3,

and the POINT OF BEGINNING; thence,

1) N.89°37'52"E., 277.06 feet; thence,

2) S.00°09'13"W., 327.04 feet; thence,

3) S.89°36'30"W., 273.95 feet; thence,

4) N.00°23'30"W., 327.13 feet to the POINT OF BEGINNING.

CONTAINING 2.07 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 indicated on said plat are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for such other uses as designated hereon and no permanent structure other than for such utility purposes are to be erected within the limits of said easements. All of the lots in this subdivision will receive water service from the City of Kuna which has agreed in writing to serve all lots. Irrigation water has been provided by Boise-Kuna Irrigation District in compliance with Idaho Code 31-3805. Lots within the subdivision will be entitled to irrigation water rights, and will be obligated for assessments from the City of Kuna.

In witness whereof, I have set my hand this _____ of _____, _____.

CRESTAVENTO, LLC.

CATHY VENRICK, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

On this ____ day of _____, year of _____, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CATHY VENRICK, known or identified to me to be a MANAGER or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that CRESTAVENTO, LLC executed the same.

NOTARY PUBLIC FOR IDAHO
Residing in _____, Idaho
My Commission expires on _____

CERTIFICATE OF SURVEYOR

I, Fritz Brownell, PLS, do hereby certify that I am a Registered Professional Land Surveyor, Licensed by the State of Idaho, and that this plat as described in the CERTIFICATE OF OWNERS and the attached plat was drawn from an actual survey made on the ground by me or under my direct supervision, and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to Plats, Surveys, and Corner Perpetuation and Filing Act, Idaho Code 55-1601 through 55-1612.

Fritz Brownell, P.L.S.  IDAHO NO. 8960

DRAWING NO: 150099-V-FP

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 FAX: (208) 466-0944

BOOK _____ PAGE _____

SHEET NO. 2 OF 3

RESOLUTION NO. R45-2015

**CITY OF KUNA, IDAHO
AMENDED LEASE AGREEMENT WITH BOISE DISC GOLF, LLC TO LEASE
PROPERTY AT 415 W. 2ND STREET, KUNA, IDAHO FOR A CONCESSION
STAND**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE
AMENDED LEASE AGREEMENT WITH BOISE DISC GOLF, LLC TO LEASE
THE CITY OWNED PROPERTY LOCATED AT 415 W. 2ND STREET, 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 Amended Real Estate Lease Agreement with Boise Disc Golf, LLC, 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 Lease 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 September, 2015.

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

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

AMENDED REAL ESTATE LEASE AGREEMENT

THIS AMENDED AGREEMENT amends the previous lease agreement between the City of Kuna, Idaho (herein referred to as "LESSOR") and Boise Disc Golf, LLC (herein referred to as "LESSEE") dated April 7, 2015 (Kuna City Resolution R19-2015); and

WHEREAS LESSOR agrees to modify the terms of the lease, and LESSEE agrees to the modified terms of the lease, for the PREMISES, as described below; and

WHEREAS for good and valuable consideration, the LESSEE agrees to fully comply with the terms and conditions of this lease; and

WHEREAS the term of this amended lease is for a period of two (2) months commencing on September 1, 2015 and terminating on October 31, 2015, under the following terms and conditions:

- 1. PREMISES:** The property subject to this LEASE includes the improvements and real property located at 415 W. 2nd Street, Kuna, Idaho consisting of a building approximately 40 feet by 12 feet and the real property twenty feet (20') surrounding said building, as depicted in the **VICINITY MAP**, attached hereto and incorporated herein.
- 2. RENT:** LESSEE agrees to pay LESSOR rent for the PREMISES in monthly installments of \$~~400~~240.00 per month, for the months of ~~April~~May through October. Rent shall be due on the 15th of each month. LESSOR has calculated that the rent paid to this point (\$1,200.00) for 5 months at \$240 monthly is a fair and reasonable rent for the PREMISES, and based upon market conditions, the original rent of \$400 per month for 5 months (\$2,000) was based upon LESSEE's market calculation in the Boise, Idaho market, which is distinctly different than the Kuna, Idaho market.
- 3. INSURANCE/INDEMNIFICATION:** LESSEE agrees to provide property and casualty insurance for the property leased herein; and provide to the City Clerk's Office a certificate of insurance. The LESSEE shall have insurance coverage in the amount of not less than one million dollars (\$1,000,000.00). Further LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, representatives or guests under this Agreement.
- 4. ALTERATIONS AND IMPROVEMENTS:** No alteration, additions or improvements shall be made, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall become the property of LESSOR and surrendered with the premises at termination of this

AMENDED REAL ESTATE LEASE AGREEMENT

lease. It is further agreed that LESSEE shall not be entitled to any reimbursement for any improvements or alterations made upon the premises.

5. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
6. **FIRE OR OTHER LOSS:** If any structure shall be damaged by fire, the elements or other causes, LESSOR will cause the same to be promptly repaired and restored unless caused by the acts or negligence of LESSEE or its employees, in which case LESSEE shall promptly restore and repair the premises. If any structure is so damaged as to be unfit for use or occupancy, the rent of LESSEE shall be adjusted accordingly. If any structure is destroyed to the extent of fifty percent (50%) or more of its value, LESSOR may, at its option, terminate this lease rather than restore the premises.
7. **HAZARDOUS WASTE:** LESSEE agrees not to store, generate, or otherwise use or bring upon the property any hazardous waste as defined by federal, state or local laws or regulations.
8. **TIME OF ESSENCE AND DEFAULT:** Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.
9. **RENEWALS:** Prior to the expiration of this agreement, LESSEE shall have the right to renew it for additional one (1) year terms, by giving written notice of renewal at least sixty (60) days before the expiration of this lease or any renewal thereof. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties.
10. **ASSIGNMENT OR SUBLETTING PROHIBITED:** LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.
11. **USE OF PROPERTY:** LESSEE will use the property for the purpose of concession stand as provided for in its **PROPOSAL**, attached hereto, and incorporated herein, and shall at all times comply with all laws, regulations and ordinances. The LESSEE'S use of the property shall not be changed without the consent of LESSOR. LESSEE agrees to comply with all requirements of the Central District Health Department for the service of food.

AMENDED REAL ESTATE LEASE AGREEMENT

If LESSEE uses a BBQ, it shall first install a concrete pad and locate the BBQ in an area that is safe for the public.

12. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

13. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

14. SERVICE OF NOTICES: Any notice may be served upon LESSOR by certified mail to LESSOR at:

City of Kuna
Post Office Box 13
Kuna, Idaho 83634

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

Boise Disc Golf, LLC
Travis Lindstrom, Manager
4399 Choctaw
Boise, Idaho 83709

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

AMENDED REAL ESTATE LEASE AGREEMENT

DATED this _____ day of _____, 20____.

LESSOR:

SUBLESSEE:

City of Kuna

By _____
Boise Disc Golf, LLC

By _____

Its _____
Manager

Its _____

ATTEST:

WITNESS:

City Clerk

(Signature of Witness or Notary Public)

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

RESOLUTION NO. R53-2015

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT SEWER CONNECTIONS NOW OWNED BY 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) ("ASSIGNOR") TO DBTV AGRICULTURAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("ASSIGNEE") AND JOINTLY REFERRED TO HEREIN AS THE ("PARTIES").

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 that certain agreement ("Osprey Agreement") attached as EXHIBIT A to EXHIBIT B of the Parties' *Purchase and Sale Agreement*, which, inter alia, 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 Assignor 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 and attached to the Parties' *Purchase and Sale Agreement* at EXHIBIT A.
- E. Assignor now desires to assign to Assignee all of its right, title and interest in a certain number of Sewer Connections and its rights related thereto (collectively, "Assigned Sewer Connections"), as agreed to by the Parties in their *Purchase and Sale Agreement*.

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 fifty (50) Osprey Ridge Development Sewer Connections, by and between 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) ("Assignor") to DBTV Agricultural Holdings, LLC, a Delaware limited liability company ("Assignee").

PASSED BY THE COUNCIL of Kuna, Idaho this ____ day of September 2015.

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

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R56-2015

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PROCESS VOLUNTARY LEAVE TIME TRANSFERS FOR A CURRENT CITY EMPLOYEE ON MEDICAL LEAVE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Treasurer of same is authorized to process voluntary leave time transfers for a current City employee on medical leave.

Furthermore, it is the desire of the City Council that the aforementioned leave time transfers are the result of voluntary donations from current employees with available accrued leave time balances, only accrued vacation and compensatory leave time are eligible for transfer, the recipient employee desires to return to service, the identity of donor employee(s) is not disclosed to the recipient employee, and leave time transfers are converted to equivalent units on a monetary basis.

Additionally, this is a one-off authorization requiring each similar situation in the future to receive like-kind authorization until such time that a permanent policy may be adopted.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of September, 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of September, 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: glaw@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Kuna Public Works Projects
Butler Well House Project - 2016
Project Design - Consultant

DATE: August 25, 2015

REQUEST: Approve Resolution for Keller Agreement

The City of Kuna has created a registry of qualified consultants to perform design on modest sized water, sewer and pressurized irrigation projects. Of the three qualified firms from the registry, Keller Engineers was determined to be the best qualified for the above referenced project because they have greater familiarity with the Butler Well House piping and underground utility situation in vicinity of this particular project. The work includes preparing and submitting plans, specifications and contract documents in preparation for bidding and construction.

The purpose of this project is as follows:

1. Bring production line from new Well 11 into the Well House;
2. Take production line from Well 3 out of the Well House to supply pressure irrigation system;
3. Tie Well 11 and Well 3 into the blow-off/flushing system for the Well House;
4. Tie Well 11 and Well 3 into the tank fill line from the Well House;
5. Provide metering and valves to measure, monitor, control and disinfect water flows in the Well House;
6. Remodel the Well House as needed to accommodate the added piping and controls; and
7. Obtain IDEQ approval for the work.

Because the existing piping is so extensive, the Well House is so small and the geometry is so constrained, this work is perhaps the most difficult of the entire Butler Project.

Keller has provided a Professional Services Agreement and an estimate of costs in the amount of \$45,400 for the Scope of Work. The City Engineer requests the attached Professional Services Agreement, Scope of Work and Estimate of Costs is approved and the services of Keller Associates are secured for the work. A resolution is attached, which if approved, the Mayor, Clerk and City Engineer are authorized to execute the requisite documents.

The FY2015-16 budget reserves \$450,000 for this project.

Attachments

RESOLUTION NO. R57-2015

RESOLUTION AWARDING CONTRACT FOR CONSULTING SERVICES TO KELLER ASSOCIATES, INC. IN THE AMOUNT OF \$45,400.00 FOR DESIGN OF MODIFICATIONS TO BUTLER WELL HOUSE AND PIPING PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONSULTANT.

WHEREAS, the City of Kuna, Idaho has determined it to be in said City's best interest to design and construct the Butler Well House and Piping Modifications; and

WHEREAS, the City of Kuna, Idaho has prepared a registry of qualified water design consultants; and

WHEREAS, the City of Kuna, Idaho has selected Keller Associates, Inc. from its registry of qualified consultants and proposes to contract with them for design services on the basis of their being best qualified to provide consultant services for design of the Butler Well House and Piping Modifications Project:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled "Agreement for Professional Services", by and between said city and Keller Associates, Inc., which Agreement is for consulting services related to designing modifications to the Butler Well House and Well House piping and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost forty-five thousand four hundred dollars (\$45,400) and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of September, 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of September, 2015.

W. Greg Nelson, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the City of Kuna, Idaho ("Owner") and Keller Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Well House 3 Remodel ("Project").

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

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

SCHEDULE: The Agreement shall commence on the above written date. Consultant shall complete Tasks 1-3 within 150 days of the notice to proceed/signed contract from the Owner.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant on a time and materials basis with an estimated fee of \$ 45,400 (Forty Five Thousand Four Hundred dollars) as described in Attachment A. Compensation will be according to the billing rates included as Attachment B. The total authorized budget amount shall not be exceeded without authorization from the Owner.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: City of Kuna, Idaho
Signature: _____
Name: _____
Title: _____
Address: 763 W. Avaion
Kuna, Idaho 83634
Date: _____

CONSULTANT: Keller Associates, Inc.
Signature: _____
Name: Rod J. Linja
Title: President
Address: 131 S.W. 5th Avenue, Suite A
Meridian, ID 83642
Date: _____

STANDARD TERMS AND CONDITIONS:

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

3. **DOCUMENTS** – All documents prepared or furnished by Consultant are Instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY**– Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.
9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive

bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.

11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, and information from public records, without the need for independent verification.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ATTACHMENT A
for
Predesign, Design and Construction Support
for **Well House 3 Remodel**
between
KELLER ASSOCIATES, INC.
and
CITY OF KUNA

KA #13189
Scope and Budget

PROJECT DESCRIPTION

The City of Kuna (Owner) desires to complete improvements to the Well House 3 facilities and construct selected pressure irrigation pipeline mains. The scope of this project is described below:

1. Well House 3 Remodel:

- Construct new water main from Well 11 pitless adaptor into pump house.
- Add pump to waste capability for Well 11. This scope and budget assumes the existing pump to waste line and discharge into the adjacent canal will serve both wells. The Owners SCADA integrator will program control logic that will prevent both wells from pumping to waste simultaneously.
- Pipe Well 11 water supply to ground-level water tank. The pipe connection will be into an existing pipe that connects to the tank.
- Incorporate flow metering for Well 11 and Well 3.
- Repipe Well 3 discharge to pressure irrigation system and add a backflow device.
- Construct modifications to existing masonry building that include a new roof, lighting, and power receptacles for building expansion to the west. This scope and budget assumes no modifications will be made to the existing HVAC system.

SUMMARY OF SERVICES AND INFORMATION PROVIDED BY OTHERS

The following services/items will be provided by the Owner and is not included in the Consultant's scope and compensation outlined in Articles I and II of this attachment.

- Input on 50% and 90% plans and specifications.
- Provide utility locates.
- Potholing (if needed).
- Provide access to records and mapping.
- Pay for any permit, legal, and advertising fees
- Provide other relevant information to assist in design.
- Complete bidding services

- Design engineering services for equipping Well 3 and Well 11 with new pump/motor/VFD including electrical upgrades.
- Design engineering services for upgrades to standby power unit including electrical upgrades and fuel storage.
- Lead bidding and construction administration and observation services.
- Owner's system integrator will provide control and SCADA programming to control Well 11 and 3 and incorporate into the city-SCADA system. Based on communication with Custom Electric, it is understood that the existing PLC and SCADA hardware has sufficient I/O slots for project improvements.
- Stormwater Pollution Prevention Plan (SWPPP) and traffic control plans (if relevant) will be required from the Contractor.

ARTICLE I, CONSULTANT SCOPE OF WORK

The following engineering services will be provided by Keller Associates, Inc. (Consultant):

Task 1: Field Exploration and Surveying Services

- 1.1. Field Exploration Services: The Consultant will perform a site visit and review Owner's records to determine record drawing data as to the location and size of existing utility lines. If potholing is required, this service will be provided by the Owner.
- 1.2. Surveying Services: Consultant will complete topographic surveys at the Well 3 site. This task does not include a property boundary survey since all proposed project improvements are inside public property.

Consultant will request a design locate request with Dig-Line for the purpose of requesting field locates and maps of subject utilities such as gas, power, telephone, storm drainage, cable T.V., street lighting, traffic signals, irrigation, and other utilities that respond to the request for utility locate. Utilities depicted on the plans as a result of this task will not be verified and must be field verified, located, and protected by the Contractor during construction.

Task 2: Preliminary Engineering Report

- 2.1. Kick-off Meeting: Administer a project kick-off meeting with project stakeholders (City engineer, Consultant and potentially Department of Environmental Quality (DEQ)) to discuss key design concepts, City goals and objectives, and project schedule and budget.

- 2.2. Preliminary Engineering Report (PER): Prepare and submit PER to DEQ. The PER will represent conceptual design plans and will include a site plan showing general location of project components.
- 2.3. Opinion of Probable Cost: Develop an opinion of probable cost based on findings of the preliminary design effort.

Task 3: Design Services

- 3.1. Prepare construction drawings and specifications in accordance with State and local standards for the project improvements described in the *Project Description* section. Construction standards will conform to the 2012 Edition of the Idaho Standards for Public Works Construction (ISPMC) and the City of Kuna supplemental standards. It is assumed that erosion and sediment control plans and traffic control plans will be prepared by the Contractor and that general requirements for these will be outlined in the specifications.
- 3.2. The scope of work and budget is based on development of one bid package.
- 3.3. No geotechnical investigations or soil testing is included as part of this scope and budget.
- 3.4. Specifications will be provided as part of the contract documents including: standard construction forms, bid proposal, construction contract, general conditions to the contract, supplemental conditions, and technical specifications. The 2013 version of EJCDC will form the basis for contract documents.
- 3.5. Provide 50% and 90% plan review sets to the Owner. Review these plans in a 1-2 hour work session with Owner staff.
- 3.6. Submit final construction plans and specifications to DEQ for review and approval.
- 3.7. Deliver to the Owner one (1) set of full size (22"x34") drawings, one PDF on CD, and five (5) sets of half size approved construction drawings.

Task 4: Bidding and Construction Phase Services

- 5.1 Upon completion of the work, the Consultant shall compile for and deliver to the Owner a reproducible set of record documents by updating the CAD design drawings with the as-built redlines, addenda, change orders and other data furnished by the Owner and Contractor. These

record documents will show significant changes (if any) made during construction. Because these record documents are based on unverified information provided by other parties, which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy. Record drawing package shall include a PDF on CD and two sets of full-size drawings on paper.

- 5.2 The Consultant will incorporate operation and maintenance (O&M) materials received from equipment suppliers and Contractor specific to this project into an O&M manual supplement to be provided to the Owner.
- 5.3 Perform construction staking one time of yard piping improvements, building modifications. Contractor will be responsible for maintaining staking during construction. Re-staking and/or multiple mobilizations by surveyor will be charged on a time and materials basis which is not included in the budget estimate.
- 5.4 Owner will be responsible for bidding and construction engineering and inspection services. Consultant is available to provide construction engineering and inspection services on a time and materials basis to supplement the Owner as requested by the Owner, but budget for these services is not included in proposed fee. Additional engineering services could include responding to questions during bidding, submittal reviews, construction meeting attendance, supplemental construction observation, project close-out support.

ARTICLE II, SCHEDULE

Consultant will complete Tasks 1-3 within 150 days of the Notice to Proceed.

ARTICLE III, ENGINEERING COMPENSATION

The Consultant will be paid on a time and materials basis pursuant to the Consultant's current Title Code Billing Rates (a copy of the 2015 billing rates is included as Attachment B). While individual task order amounts may be exceeded, the total contract amount will not be exceeded without Owner approval. The following table summarizes the anticipated project expenses by task.

Task	Description	Budget
1	Field Exploration and Surveying Services	\$5,900
2	Preliminary Engineering Report	\$5,500
3	Design Services	\$25,700
4	Construction Support	\$8,300
TOTAL		\$45,400

ATTACHMENT B

Title Code Billing Rates

**KELLER ASSOCIATES, Inc.
2015 TITLE CODE BILLING RATES**

Personnel Classification	2015 Hourly Rate
Project Manager - I (PE)	\$100.00 - \$135.00
Project Engineer - I (PE/EI)	\$75.00 - \$100.00
Project Manager - II (PE)	\$150.00 - \$170.00
Project Engineer - II (PE)	\$125.00 - \$160.00
CAD - I	\$65.00 - \$90.00
CAD - II	\$95.00 - \$110.00
Engineering Student (Summer)	\$55.00
Principal (PE)	\$200.00
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$200.00
Structural Engineer - I (PE, SE)	\$135.00
Professional Surveyor (PLS)	\$110.00 - \$130.00
Surveyor	\$80.00
Field Representative	\$60.00 - \$90.00
Clerical & Administration	\$50.00 - \$75.00

Other Billing Terms

Mileage: Billed at current Federal Rate (\$0.575 per mile)
 Per Diem: \$50.00 per day
 Reimbursable Expenses at Cost x 1.05
 The Title Code Billing Rates are effective January 1, 2015 and will be
 adjusted each January of subsequent years.
 New employees may be added throughout the year.

CONFIDENTIAL



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: City Construction and Planning Projects
 August 2015

DATE: September 1, 2015

REQUEST: **FYI**

The city has a number of capital and planning projects budgeted for 2015. Some projects may ultimately affect traffic mobility or temporarily inconvenience neighborhoods and Mayor and Council may receive comments and questions concerning them. Other projects are simply included for informational purposes. This memo is intended to give a short review of each project.

1. **Well No. 11** – This project is for the purpose of drilling Well 11 to replace Well 3 (Butler) and the conversion of Well 3 to irrigation purposes. The production well is drilled to depth, the screens set and the filter sand cleaned and developed and pitless adapter set. The next step is setting the pumping plant followed by test pumping. We also have requested a proposal to design a remodeled well house and adjusted piping layout.
2. **Orchard Sidewalk** – This project provides sidewalk on the west side of Orchard Street south of Avalon to connect to the east Green Belt. Construction is scheduled for August-September 2015.
3. **Reuse Permit Application** – The City has applied to DEQ to reuse highly treated wastewater in the City's pressure irrigation system. The permit application is submitted and DEQ is now preparing the text of the permit.
4. **Pond 7 Blower Replacement** – The purpose of this project is to replace an inefficient unreliable roots-type positive displacement blower with an energy efficient turbo-type blower. The funding for this project will partially come from an Idaho Power Grant. Bid has been awarded.
5. **Arbor Ridge Park Drain** – This project relocates the Hubbard-Beale Drain to the west edge of the park. Design is complete, and the Army Corps of Engineers 404 permit is in hand. The project is in construction.

6. **Birds of Prey Sewer Main Extension** – This project extends a sewer main from Arbor Ridge Sewer Trunk to Birds of Prey Lift Station, and in the process, removes Birds of Prey Lift Station from service. The project is in design.
7. **Ardell Pump Station** – Budgeting
8. **Lake Hazel Sewer Project** - Budgeting
9. **Subdivisions in Final Plat** -
10. **Subdivisions in Construction** - Timbermist #2, Kroman Subdivision, Crimson #7, Desert Hawk #2, Greyhawk #4
11. **Subdivision Plans in Review** – Patagonia #1, Sorrell, Crimson #8
12. **Plans Approved** - Arbor Ridge #3, Silver Trail #2
13. **Main / 3rd Roundabout** – This project is intended to replace the delta-configuration of the intersection with a roundabout. ACHD is at 99% stage of project design and construction is programmed for 2016-2017.
14. **Linder / Deer Flat Intersection** – This project is intended to construct intersection improvements. The recommendation of ACHD and City staff is to construct an upgraded signal rather than a round-about. ACHD is programming funding for Design for FY2016 and funding for Construction is intended for FY2020. The project will include safety and pedestrian improvements on the east Deer Flat leg of the intersection.