

OFFICIALS

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



CITY OF KUNA

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

City Council Meeting AGENDA Tuesday, February 16, 2016

7:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Chris Bent, Calvary Chapel
3. **Pledge of Allegiance:** Mayor Stear
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 Business or as instructed by the City Council.

- A. City Council Meeting Minutes: Regular City Council Minutes, February 2, 2016
- B. Accounts Payable Dated February 11, 2016 in the Amount of \$297,651.32
- C. Finding of Facts and Conclusions of Law:
- D. Consideration Approve Resolution No. R11-2016 Farm Lease with S & T Farms LLC – Richard Roats

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

5. **Community Reports or Requests:**
6. **Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
7. **Business Items:**

- A.** Consideration to Approve Case No. 16-02-FP - Final Plat; Crimson Point Subdivision No. 7 – Trevor Kesner, Planner II

Applicant is requesting Final Plat approval for Crimson Point Subdivision, Phase No. 7. The final plat for Crimson Point Subdivision No. 7 proposes 40 residential lots and one (1) common lot.

- B.** Consideration to Approve Case No. 16-03-FP (Final Plat) Deserthawk No. 2 Subdivision – Troy Behunin, Senior Planner

Applicant is requesting Final Plat approval for Deserthawk No. 2 Subdivision which proposes 41 residential lots, one (1) common lot.

- C.** Consideration to Approve Resolution No. R12-2016 Adopting the Area of City Impact Boundary – Wendy Howell

A RESOLUTION OF THE KUNA CITY COUNCIL KUNA, IDAHO ADOPTING THE AMENDMENT TO THE AREA OF CITY IMPACT BOUNDARY AND THE FUTURE LAND USE MAP FOR THE COMPREHENSIVE PLAN FOR THE CITY OF KUNA, IDAHO; AFFIRMING THAT THE PRESCRIBED NOTICE AND HEARING REQUIREMENTS WERE MET IN ACCORDANCE WITH TITLE 67, CHAPTER 65, IDAHO CODE; AND PROVIDING AN EFFECTIVE DATE.

- D.** Consideration to Approve Resolution No. R13-2016 Approving Award of Bid to Thueson Construction, Inc. for 2016 PI Project – Gordon Law, City Engineer

RESOLUTION AWARDDING BID FOR THE 2016 PRESSURE IRRIGATION PROJECT TO THUESON CONSTRUCTION, INC. IN THE AMOUNT OF \$298,308.80; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER AND IRRIGATION FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

- E.** Consideration to Approve Resolution No. R14-2016 Award of Bid to Quality Contractors for Well House 3 Remodel Project – Gordon Law, City Engineer

RESOLUTION AWARDDING BID FOR THE WELL HOUSE 3 REMODEL PROJECT TO QUALITY CONTRACTORS, LLC IN THE AMOUNT OF \$117,000.00; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

- F. Consideration to Approve Resolution No. R15-2016 KYSBA Park Use Agreement – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- G. Summary of Fee Waiver Committee meeting and Consideration to Approve Resolution No. R16-2016 Amending Fee Schedule for City Parks and City Public Property – Council President Pat Jones

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R26-2015 TO DELETE THE RENTAL FEES FOR THE SENIOR CENTER FROM THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

- H. Area of City Impact Area Ordinance for discussion only – Richard Roats, City Attorney

8. Ordinances:

- A. First Reading of Ordinance No. 2016-06 – Change in Council Meeting time

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of the ordinance

AN ORDINANCE OF THE KUNA CITY COUNCIL, KUNA, IDAHO AMENDING KUNA CITY CODE (KCC) 1-6-3A COUNCIL MEETINGS BY CHANGING THE MEETING TIME FROM COMMENCING AT SEVEN O’CLOCK (7:00) P.M. TO SIX O’CLOCK (6:00) P.M.; STRIKING THE PRECOUNCIL MEETING LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

- A. Urban Renewal Committee – Mayor Stear

10. Announcements:

11. Executive Session:

12. Adjournment:



OFFICIALS

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

CITY OF KUNA

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

City Council Meeting
MINUTES
Tuesday, February 2, 2016

7:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

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

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

2. Invocation: Stan Johnson, Kuna Life Church

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda:
(Timestamp 00:02:09)

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 Business or as instructed by the City Council.

- A.** City Council Meeting Minutes: Regular City Council Minutes, January 19, 2016
- B.** Accounts Payable Dated January 28, 2016 in the Amount of \$180,129.12

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.

- C.** Finding of Facts and Conclusions of Law:
- D.** Consideration to re-adopt Ordinance 2016-01 Idaho State Land Department Lands and Blevins Annexation

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NUMBER S1427314800 AND PARCEL NUMBER S1427325560; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

- E.** Consideration to re-adopt Ordinance 2016-02 Heimbuch Annexation

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NUMBER S1428111000; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

- F.** Consideration to re-adopt Ordinance 2016-03 Falcon Crest, LLC Annexation

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NUMBER S1422336000; SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

- G.** Consideration to re-adopt Ordinance 2016-04 Employee Background Check Amendment

AN ORDINANCE AMENDING KUNA CITY CODE 1-16-1, ET SEQ. TO SET FORTH THE PRACTICE AND PROCEDURE FOR OBTAINING, REVIEWING AND MAKING AN ADVERSE DECISION RELATED TO AN APPLICANT OR EMPLOYEE'S CRIMINAL HISTORY; PROVIDING FOR A SEVERANCE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- H.** Consideration to re-adopt Ordinance 2016-05 Repealing Kuna City Code 1-8-1

AN ORDINANCE OF THE KUNA CITY COUNCIL, KUNA, IDAHO
 REPEALING KUNA CITY CODE (KCC) 1-8-1 PURCHASING PROCEDURE;
 AND PROVIDING AN EFFECTIVE DATE.

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

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

Voting No: None

Absent: None

Motion carried 4-0.

5. Community Reports or Requests:

(Timestamp 00:06:30)

A. Kuna Crime Update –Chief Justin Dusseau, Kuna City Police

Chief Dusseau discussed the reports included in the Council Packet. Crime Report; overall, Kuna is a safe place to live. The city has not seen any spiking in crime and is actually safer considering the increase in population. The Kuna City Police are continuing to focus on drug related issues including educating about those issues. Crash Report; overview of time of day crashes, day of the week crashes as well as inattention at intersection crashes. DUI and Domestic Cases; overview by the month and type of Domestic Cases and DUI cases.

Chief Dusseau introduced Kuna’s newest officer, Deputy Crystal Graves.

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

7. Business Items:

A. Consideration to Approve Case No. 16-01-LS (Lot Split) Kuna Counseling Center Lot Split - Troy Behunin, Senior Planner
(Timestamp 00:17:15)

Applicant seeks lot split approval for a qualifying parcel within the South Linder Estates Subdivision, totaling approximately 2.18 acres in size, in order to prepare the lot for near future commercial development on one of the proposed splits.

Senior Planner Troy Behunin explained the eligibility process for a lot split and the history of the lot in regard to zoning. In addition, he explained the location of services in terms of distance to the lot. There will be three lots. One abuts Deer Flat Rd for commercial use. The applicant has established a permanent access easement for the two lots that don’t connect to Deer Flat Rd. Mr. Behunin reviewed a diagram of the site with Council and Mayor. Mr. Behunin stood for questions.

Council Member Buban-Vonder Haar wasn't sure where the access agreement location is and there isn't access from lot one to lot two.

Mr. Behunin said it was a demonstration on the map.

Council Member Buban-Vonder Haar clarified that there isn't a diagram included in the packet of the how the accesses are proposed.

Mr. Behunin said that was correct, the applicants are aware they need to provide access for the rear parcel. With Council approval, Planning and Zoning can condition access would need to be provided across the parking lot or by a County Recording so the parcels would not be land locked. The map is an illustration not a literal placement.

Council Member Buban-Vonder Haar asked if the lines on the drawings that are labeled proposed, not actually proposed either.

Mr. Behunin responded they are proposed but it is a demonstration.

Council Member Buban-Vonder Haar said she is trying to understand what she is seeing. One map shows an access road but another map shows a different line cutting through the middle of the property. Are both of those proposed?

Mr. Behunin deferred to the applicant for the answer.

Council Member Cardoza asked if the property was zoned C-1. Since it has a residence on it, does it need to be rezoned?

Mr. Behunin confirmed it is zoned C-1 and has a grandfathered use. The house is not able to be expanded or enlarged in any way but can stay as it is.

Applicant Jim Grigg introduced Jerrod Wallgren, the architect of the project and addressed Council Member Buban-Vonder Haar's question regarding what looks like two different accesses on the maps; one of the lines is depicting a ditch and he pointed out on the second map the actual proposed access. Mr. Grigg further explained his vision for the three lots.

Council President Jones asked about the use of the shed on the property.

Mr. Grigg described the current use and upon development, it probably won't be used.

Council President Jones said it looks like there wouldn't be access to the shed in the proposal drawings.

Mr. Wallgren added it will be covered during design review level. Council President Jones brings up a good point.

Council Member Cardoza asked if Mr. Grigg had permission from P & Z to use the shed for commercial use.

Mr. Grigg said the PSR workers that occasionally use the building are authorized to work in any setting; a school, park, library etc. The shed is not used often but supposed it could be considered commercial use because it is related to his business.

Mr. Behunin explained Council can make a condition on the record of survey for the access point.

Council President Jones said he was concerned about the house access being a parking lot and is it allowable.

Mr. Behunin said it is allowed; the applicant is the owner of the property.

Council President Jones said it seems to be a weird set up with a house connected to a commercial development for consistency and presentation.

Mayor Stear added that the owner can't do anything with the house except to convert it to a commercial dwelling.

Mr. Behunin said it is considered a non-conforming use.

Council President Jones moved to approve 16-01-LS based on facts outlined in the staff report and conditions of approval. Seconded by Council Member Buban-Vonder Haar by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- B.** Consideration to Approve Case No. 16-01-FP (Final Plat) Ardmore Subdivision – Troy Behunin, Senior Planner
(Timestamp 00:44:11)

Applicant is requesting Final Plat approval for Ardmore Subdivision. The final Plat for the Ardmore Subdivision proposes 30 residential lots, two (2) common lots.

Senior Planner Troy Behunin explained the details of the project and the history of its previous owner's development approval and subsequent vacancy. The new owner's representative is present. He stood for questions.

Council President Jones asked if any of the notes needed to be included in the motion.

Mr. Behunin said all the items have addressed by the applicant.

Council President Jones moved to approve 16-01-FP Ardmore Subdivision. Seconded by Council Member Buban-Vonder Haar motion carried by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- C. Wastewater Reuse Permit Committee meeting update and recommendations – Council Member Buban-Vonder Haar
(Timestamp 00:49:43)

Council Member Buban-Vonder Haar updated Council on the committee meeting for the reuse permit.

The items for consideration are that currently the city treats its wastewater before dumping it into Indian Creek at no cost. DEQ is implementing temperature standards for dumping which is problematic because the city water is too warm and would need to expend funds for a cooling system.

If pressurized irrigation is turned off early as has happened in the recent past, re-use water could supplement that water instead of potable water. The demand for potable water was so high that year, the city was at its service limit and there would have been a serious issue if there had been a fire.

DEQ has indicated instead of contracts with all homeowners, an education program can be established.

The committee recommends moving forward with the process which includes additional permitting and a public education initiative including open houses/public forums and dedicated website information. Council Member Buban-Vonder Haar has also offered to be on video drinking the water.

Council Member Cardoza asked City Attorney Gordon Law how the project costs would be covered. He isn't sure if the funds are used from the contingency fund, there would be enough funds remaining in the event of an unforeseen expense. How

would those costs be passed along to the citizens and how would the city justify the cost to the citizens for just two weeks of the year in a dry year.

Council Member Buban-Vonder Haar added that the wastewater re-use would help in a normal water year to supplement the irrigation system. Tanks would be built to store the re-use water during the day and then at night would augment the existing pressurized irrigation water supply.

Mr. Law responded to the questions about the cost to fully implement the re-use water. The cost is part of a broader discussion of other issues which will have to be done unless there is another option to dispose of the re-use water, one of which is the temperature issue. Using the re-use water to supplement pressurized irrigation is one way to deal with that issue.

Another question related to the range of benefits that would come from the re-use water. Peak demand would be taken care of without drawing extensively on surface water. This would occur throughout the entire season not just part of the season.

The question regarding where the funds would come from has not been discussed by the committee. That would need to be determined by Council. Mr. Law's thought would be an incremental implementation and feels there is reasonable justification for part of the cost to come from sewer funds and part from the pressurized irrigation funds.

Mr. Law suggested questions for Council to be thinking about for future discussions.

Council Member Buban-Vonder Haar said maybe there should have been a workshop that included everyone

Mayor Stear said the point of the committee is to begin a discussion to see if there is an interest to move forward. If we have to cool water before it can be dumped, how much money do we want to spend on being wasteful? The re-use provides us the opportunity to spend money on being useful. If it sounds worthwhile, staff and the committee could meet again to explain the process and tighten up the dollar figures. Mayor Stear feels it is something worth moving forward on.

Council Member McPherson thinks the project is worth looking into further. He asked Mr. Law if the water would cool on its own.

Council Member Buban-Vonder Haar responded it is a totally different treatment process if it is being dumped in the creek than if it is being reused.

Council President Jones said he thought it was worth looking into further and if the costs were known yet for a cooling system.

Mr. Law said the details of excess temperature weren't defined yet. There are other municipalities that have to cool their water. The extent of the cooling affects the cost. His understanding is the capital investment as well as the operational cost of a cooling system is high but he does not have exact numbers at this time.

Council Member Jones said he sees it as an insurance policy to have the water needed for irrigation and asked if there was any value to the water if there was excess. Could we sell the water or is there a benefit toward not using our allocation of irrigation water by offsetting with re-use water?

Mr. Law responded there was no reimbursement for excess water allocation unless there was someone that needs it and is willing to pay for it.

Council Member Buban-Vonder Haar said there is the opportunity to carry over allotments.

Council Member Jones asked if the sewer employees would need additional training.

Mr. Law responded DEQ considered the current licensing of staff. They did not raise any questions regarding staff licensing. There will be some new procedures and new testing.

Council was in agreement to continue forward.

Council Member Buban-Vonder Haar moved to move forward with the wastewater re-use permit process. Seconded by Council President Jones. Motion carried 4-0.

D. Consideration of Photo Badges for Employees and Photos of Mayor and Council – City Clerk, Chris Engels
(Timestamp 01:13:48)

City Clerk Chris Engels referred to the memo included in the Council packet with two options. The first option would be badges which have been discussed as an alternative to embroidery for shirts. The cost depends on the number of group sessions but it is thought that everyone could be done in one or two sessions. The cost would be \$100 for two sessions.

Council Member Buban-Vonder Haar said that in the Federal government, photos are taken on site. Is there a reason we couldn't do that?

Ms. Engels responded staff tried to do that in the past. We are not set up with the equipment.

Council Member Buban-Vonder Haar said if the cost is \$100 initially then an unknown amount for individual new employees, would it make more sense to the buy equipment.

Ms. Engels said that thought had merit. Bob Bachman had mentioned a process of taking photos and sending them to Walgreens.

Facilities Director Bob Bachman said Walgreens can print the photos on a plastic card. The cost was \$5 or less last year.

Council Member Buban-Vonder Haar said if it is that inexpensive, they could just be done that way. Are the photos taken with a camera phone?

Mr. Bachman responded, yes.

Council Member Buban-Vonder Haar said she is concerned about consistency. The more we can do for citizens encountering a city employee to assure them of legitimacy the better. Consistency of background, pose and dress in the photo would be important.

Ms. Engels responded that communication with the departments to set up the criteria would be feasible.

Council Member Buban-Vonder Haar asked if a watermark could be added.

Mr. Bachman said there is an option to create your own artwork.

Ms. Engels asked for Council direction.

Council President Jones said he agreed the badges needed to be consistent. Anytime employees are interacting with the public outside a city building, he thinks badges should be on display. Criteria should be set for that as well as what happens if a badge is lost.

Mayor Stear said discussion earlier today was that the time badges were least likely to be worn was when an employee was actively working which could cause the badge to hang up on something. Other than those occasions, everyone was receptive to badges being worn.

Council Member Buban-Vonder Haar asked if there were armband badge holders that would secure the badge to the employee.

City Engineer Gordon Law said it would be helpful for his employees to have a badge to show they are legitimate city employees for some of the duties they need to perform. There is concern about anything that would hang loose to prevent injuries from being caught up in equipment.

Council direction is to move forward with having badges done.

Ms. Engels clarified a criteria would be developed and City Attorney Richard Roats could help with something to be included in the Personnel Manual as far as placement.

Council Member Buban-Vonder Haar added that it may be useful to have the employee's first name and job title on the badge.

Council President Jones would like the city logo on the badges as well.

Ms. Engels moved to the second option in the memo; framed professional photos of the Mayor and Council. The Clerk's Office has allocated funds for this every year for the last few years but the photos haven't actually been done. The Clerk's Office does not feel comfortable taking the photos and producing them professionally. If Council would like to move forward with the photos she would like to engage a professional.

Council Member Buban-Vonder Haar asked if the photographer is a member of the Chamber. She is aware of a couple of photographers that are Chamber members that might offer a discount.

Ms. Engels responded she received a couple of quotes and this was the lowest. She is not sure if he is a member of the Chamber, she will follow up with him.

Council President Jones said he has no problem with the photos especially since the funds are already allocated.

Council Member Cardoza said he is bewildered that the Chamber is being emphasized so much when there are businesses that are paying taxes to the city but are not Chamber members. Why are they being penalized? As a member of the Council, the priority should be any organization within the city limits.

Council Member Buban-Vonder Haar said it is in the comp. plan that we are supposed to be partners with the Chamber and promote each other.

Council Member Cardoza asked if he is to believe that the city is not going to do business with anybody that pays taxes but is not a member.

Council Member Buban-Vonder Haar said that is not what she said. Promoting and partnering with the Chamber is in the comp. plan.

Council Member Cardoza said maybe the comp. plan needs to be changed if businesses in this community are going to be isolated.

Council Member Buban-Vonder Haar said she didn't know how businesses were being isolated.

Ms. Engels clarified; her understanding of Council Member Buban-Vonder Haar's direction was to make sure we didn't exclude asking any Chamber members for a quote and asking for a discount since we are Chamber members as well.

Council Member Buban-Vonder Haar confirmed that was her meaning.

Council Member Buban-Vonder Haar moved to move forward with employee badges and the best method to produce them as well as moving forward with elected official photos as laid out in the memo. Seconded by Council President Jones. Motion carried 4-0

- E.** Consideration to Approve Resolution R09-2016 Agreement with Bureau of Reclamation for Crossing State Lateral with Pressure Irrigation Main – Gordon Law, City Engineer
(Timestamp 01:29:56)

RESOLUTION APPROVING AGREEMENT WITH BUREAU OF RECLAMATION ALLOWING CITY OF KUNA TO CROSS STATE LATERAL WHERE IT CROSSES W. HUBBARD ROAD WITH PRESSURE IRRIGATION MAIN AND AUTHORIZING THE MAYOR AND CLERK TO SIGN SAID AGREEMENT.

City Engineer Gordon Law explained the need for the agreement. He recommends approval of the agreement. There will be two issues to follow related to this process. This is the process for all crossings.

Council Member Buban-Vonder Haar moved to approve R09-2016. Seconded by Council President Jones. Motion carried 4-0.

- F.** Consideration to Approve Resolution R08-2016 Authorizing City Engineer to Execute Agreements with Bureau of Reclamation – Richard Roats, City Attorney
(Timestamp 01:31:42)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY ENGINEER TO EXECUTE, ON BEHALF OF THE CITY OF KUNA, IDAHO, ALL CONSENT TO USE AGREEMENTS WITH THE UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION (BOR) WITHOUT ADDITIONAL APPROVAL FROM THE CITY COUNCIL AFTER THE DATE OF PASSAGE OF THIS RESOLUTION; PROVIDING A PROCESS TO NOTIFY THE CITY COUNCIL OF EXECUTED AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Richard Roats explained the resolution requests the City Engineer be authorized to sign agreements with the BOR ,then they will come to the agenda for approval.

Council President Jones asked if there was a time that Council wouldn't approve.

Mr. Law said this is part of the process and wouldn't know of an instance to turn one down. The time delays could be minimized if this was approved.

Council Member Buban-Vonder Haar moved to approve R08-2016. Seconded by Council President Jones. Motion carried 4-0.

- G.** Consideration to Approve Resolution R07-2016 ACHD ROW Addendum – Richard Roats, City Attorney
(Timestamp 01:34:45)

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY ENGINEER TO EXECUTE, ON BEHALF OF THE CITY OF KUNA, IDAHO, ALL ADDENDUMS TO THE MASTER LICENSE AGREEMENT FOR MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE RIGHTS-OF-WAY BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA PERMITTING THE PLACEMENT OF THE CITY OF KUNA'S PRESSURIZED IRRIGATION SYSTEM CONSISTING OF PRESSURE IRRIGATION PIPING AND VALVING EQUIPMENT WITHIN THE ADA COUNTY HIGHWAY DISTRICT RIGHTS-OF-WAY WITHOUT ADDITIONAL APPROVAL FROM THE CITY COUNCIL AFTER THE DATE OF PASSAGE OF THIS RESOLUTION; PROVIDING A PROCESS TO NOTIFY THE CITY COUNCIL OF EXECUTED AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Richard Roats explains this pertains to the agreement with ACHD. This is an attempt to streamline the process similar to the previous resolution.

Council Member Buban-Vonder Haar moved to approve R07-2016. Seconded by Council President Jones. Motion carried 4-0.

- H.** Consideration to Approve Resolution R10-2016 – City Treasurer, John Marsh
(Timestamp 01:35:45)

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE INTERNAL REVENUE SERVICE CODE SECTION 125 PREMIUM ONLY PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION.

City Treasurer John Marsh said this is to officially allow qualifying health benefit premiums to be deducted pre-tax for the employees and the employer saves those taxes as well. He stood for questions.

Council Member Buban-Vonder Haar moved to approve R10-2016. Seconded by Council President Jones. Motion carried 4-0.

8. Ordinances:

9. Mayor/Council Discussion Items:

(Timestamp 01:38:14)

A. Discussion to change Council Meeting start time to 6:00 p.m. – Mayor Stear

Mayor Stear asked Council if they were interested in moving the meetings to 6:00 p.m.

Council Buban-Vonder Haar was fine with that but wondered if there would be an impact on citizen's ability to attend meetings at 6:00 p.m. or if live streaming should be looked into.

City Clerk Chris Engels said we can look into what would be needed for live streaming.

Facilities Director Bob Bachman said the security system that is being looked into would have the equipment necessary for the video portion.

Council President Jones was fine with the change.

Mayor Stear asked if Council would like to wait to change the time until information is available for live streaming.

Council Member Buban-Vonder Haar said she was fine with changing the time now as long as we move forward with the live streaming research.

P & Z Director Wendy Howell pointed out that the P & Z meetings have been held at 6:00 p.m. for three years and more citizens seem to attend than at a later time.

Council Member Cardoza has mixed emotions and wonders if as public servants, we are putting our time ahead of the people who work outside Kuna.

Mayor Stear said the time can be changed and if it seems it is inconvenient for people, it can be changed back to the later time.

City Clerk Chris Engels said the biggest issues would probably be public hearings. The meeting can begin at 6:00 p.m. and it can be noted that public hearings will begin later on the agenda.

Council Member Cardoza asked about yearly publications that have just been printed listing Council Meetings at 7:00 p.m. Is there any legal concept to those advertisements?

City Attorney Richard Roats responded no, as long the City Council Meeting calendar is published and an Ordinance is passed and published.

City Clerk Chris Engels said at Council's direction, an Ordinance would need to be approved to change the time in City Code.

Mayor Stear directed an Ordinance be drafted for the next Council meeting.

City Attorney Richard Roats said he would check with the City Clerk regarding any notice issues.

Council Member Richard Cardoza suggested a notice be published 60 days before the change takes effect as well as a notice in two of the monthly utility mailings to be sure citizens are aware.

Ms. Engels said the Ordinance could be slow tracked for three readings and there would be enough time to send notices in two utility bill mailings as well as getting it out on the social media sites and the website. We can also publish a new calendar of Council meeting dates and times in the Kuna Melba News.

Mayor Stear would like to have a committee to review fee waivers.

Council Member Buban-Vonder Haar would like to be on it but if Council President Jones would like to also be on it, she will step aside.

Council President Jones would like to participate.

Council Member McPherson would like to participate.

Council Member McPherson and Council President Jones will be on the committee.

Council Member Cardoza asked about the city hall options.

Mayor Stear said the proposals should be ready for the first meeting in March. There has been another property added to the option list. He is also waiting for a response from Tim Gordon.

Council Member Cardoza asked about the progress of the impact fees.

City Attorney Richard Roats responded he has the numbers and there is a Park Impact Fee Committee meeting scheduled for next Thursday.

Council Member Cardoza asked about the plane dedication.

Mayor Stear said there was a very nice dedication of an A10 Thunderbolt “The Pride of the City of Kuna”. The plane will be deployed sometime soon, a flag will be flown and a picture taken of the crew with the flag. When the crew returns home, the flag will be presented to the city. It will also be possible to track where “our” plane is and how many missions it has flown.

10. Announcements:

11. Executive Session:

12. Adjournment:

Mayor Stear adjourned the meeting at 9:00 p.m.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Dawn Stephens, Deputy City Clerk

Date Approved: CCM 02.16.2016

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC.												
1463	A COMPANY, INC.	B-243039		RENTAL HITECH RESTROOM, SN#T273, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, FARM, SEWER, JAN 16	02/07/2016	90.50	.00	21-6212 RENT- EQUIPMENT	0	1/16		
Total B-243039:						90.50	.00					
Total A COMPANY, INC.:						90.50	.00					
A-1 PLUMBING & EMERGENCY ROOT												
923	A-1 PLUMBING & EMERGENCY ROOT	10522-10584		REFUND NEED TO PULL PERMIT THROUGH ADA COUNTY, PERMIT #10522 35.00, PERMIT #10584 29.00-, FEB 16	02/05/2016	6.00	.00	01-4392 MECHANICAL PERMITS	1003	2/16		
Total 10522-10584:						6.00	.00					
Total A-1 PLUMBING & EMERGENCY ROOT:						6.00	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0486850	3774	MAGNETIC NAME TAG FOR MARESA STEAR, YOUTH COUNCIL, JAN 16 ADMIN	01/26/2016	13.64	.00	01-6165 OFFICE SUPPLIES	0	1/16		
277	ABC STAMP, SIGNS & AWARDS	0486850	3774	MAGNETIC NAME TAG FOR MARESA STEAR, YOUTH COUNCIL, JAN 16 WATER	01/26/2016	.60	.00	20-6165 OFFICE SUPPLIES	0	1/16		
277	ABC STAMP, SIGNS & AWARDS	0486850	3774	MAGNETIC NAME TAG FOR MARESA STEAR, YOUTH COUNCIL, JAN 16 SEWER	01/26/2016	.60	.00	21-6165 OFFICE SUPPLIES	0	1/16		
277	ABC STAMP, SIGNS & AWARDS	0486850	3774	MAGNETIC NAME TAG FOR MARESA STEAR, YOUTH COUNCIL, JAN 16 PI	01/26/2016	.31	.00	25-6165 OFFICE SUPPLIES	0	1/16		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 0486850:						15.15	.00					
Total ABC STAMP, SIGNS & AWARDS:						15.15	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	JAN2016		<u>ACHD IMPACT FEE TRANSFER, JAN 2016</u>	02/05/2016	68,255.00	68,255.00	01-2510_ACHD IMPACT FEE TRANSFER	0	2/16	02/05/2016	
Total JAN2016:						68,255.00	68,255.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						68,255.00	68,255.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	012016		<u>PROSECUTORIAL SERVICES JAN 16</u>	01/20/2016	4,309.25	.00	01-6203 PROSECUTORIAL SERVICES	0		1/16	
Total 012016:						4,309.25	.00					
176	ADA COUNTY PROSECUTING ATTORNE	020516		<u>PROSECUTORIAL SERVICES FEB 16</u>	02/05/2016	4,309.25	.00	01-6203 PROSECUTORIAL SERVICES	0		2/16	
Total 020516:						4,309.25	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						8,618.50	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	6288		<u>SHERIFF SERVICES, FEB 16</u>	02/02/2016	130,825.29	.00	01-6000 LAW ENFORCEMENT SERVICES	0		2/16	
Total 6288:						130,825.29	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						130,825.29	.00					

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ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	00221110		<u>REPLACEMENT EARPIECE FOR TELEPHONE. G SMITH. ADMIN. JAN 16</u>	01/26/2016	8.87	.00	01-6255 TELEPHONE	0	1/16		
1566	ADVANCED COMMUNICATIONS, INC.	00221110		<u>REPLACEMENT EARPIECE FOR TELEPHONE. G SMITH. WATER. JAN 16</u>	01/26/2016	11.70	.00	20-6255 TELEPHONE EXPENSE	0	1/16		
1566	ADVANCED COMMUNICATIONS, INC.	00221110		<u>REPLACEMENT EARPIECE FOR TELEPHONE. G SMITH. SEWER. JAN 16</u>	01/26/2016	11.70	.00	20-6255 TELEPHONE EXPENSE	0	1/16		
1566	ADVANCED COMMUNICATIONS, INC.	00221110		<u>REPLACEMENT EARPIECE FOR TELEPHONE. G SMITH. PI. JAN 16</u>	01/26/2016	3.18	.00	25-6255 TELEPHONE EXPENSE	0	1/16		
Total 00221110:						35.45	.00					
Total ADVANCED COMMUNICATIONS, INC.:						35.45	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126953940	3799	<u>2 BOTTLES OF PURPLE POWER. CLEANING OIL OFF FLOOR AT BLOWER ROOM FOR PAINTING. M.NADEAU. FEB 16</u>	02/03/2016	8.58	.00	21-6020 CAPITAL IMPROVEMENTS	1047	2/16		
Total 4126953940:						8.58	.00					
Total AUTOZONE, INC.:						8.58	.00					
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	65625	3747	<u>330 GAL. CHLORINE FOR THE CEDAR WELL #6. C.DEYOUNG. WATER. JAN.'16</u>	01/14/2016	748.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
Total 65625:						748.00	.00					
Total BHS SPECIALTY CHEMICALS:						748.00	.00					

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BLOOMS & BALLOONS												
263	BLOOMS & BALLOONS	120515		<u>FLOWER FOR EMPLOYEE P. KAUFMAN FOR HOSPITAL STAY, PARKS, DEC 15</u>	12/05/2015	60.00	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1004	12/15		
Total 120515:						60.00	.00					
Total BLOOMS & BALLOONS:						60.00	.00					
BUREAU OF RECLAMATION												
1504	BUREAU OF RECLAMATION	02022016		<u>APPLICATION FEE FOR PI CROSSING OF RAMSEY LATERAL/GOIRI PI MAIN, FEB 16</u>	02/02/2016	365.00	365.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1039	2/16	02/02/2016	
Total 02022016:						365.00	365.00					
Total BUREAU OF RECLAMATION:						365.00	365.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	501797	3764	<u>1 LOAD 3/4 ROADMIX TO REFILL TANK HOLE AT BUTLER WELL, J MORFIN, WATER, JAN 16</u>	01/19/2016	57.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1038	1/16		
Total 501797:						57.60	.00					
10	BUSY BEE SAND & GRAVEL	501798	3764	<u>1 LOAD 3/4 ROADMIX TO REFILL TANK HOLE AT BUTLER WELL, J MORFIN, WATER, JAN 16</u>	01/19/2016	15.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1038	1/16		
Total 501798:						15.00	.00					
Total BUSY BEE SAND & GRAVEL:						72.60	.00					
C. H. SPENCER & COMPANY												
1607	C. H. SPENCER & COMPANY	400985089	3751	<u>1 EA. CHLORINATOR HOPPER REPLACED BROKEN AT LAGOONS, G.LAW. SEWER, JAN.'16</u>	01/29/2016	2,684.00	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	1/16		

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Total 400985089:						2,684.00	.00					
Total C. H. SPENCER & COMPANY:						2,684.00	.00					
CASELLE INC												
1239	CASELLE INC	020316		<u>MONTHLY SOFTWARE SUPPORT, ADMIN, FEB 16</u>	02/03/2016	459.20	.00	01-6052 CONTRACT SERVICES	0	2/16		
1239	CASELLE INC	020316		<u>MONTHLY SOFTWARE SUPPORT, P&Z, FEB 16</u>	02/03/2016	147.60	.00	01-6052 CONTRACT SERVICES	1003	2/16		
1239	CASELLE INC	020316		<u>MONTHLY SOFTWARE SUPPORT, WATER, FEB 16</u>	02/03/2016	434.60	.00	20-6052 CONTRACT SERVICES	0	2/16		
1239	CASELLE INC	020316		<u>MONTHLY SOFTWARE SUPPORT, SEWER, FEB 16</u>	02/03/2016	434.60	.00	21-6052 CONTRACT SERVICES	0	2/16		
1239	CASELLE INC	020316		<u>MONTHLY SOFTWARE SUPPORT, PI, FEB 16</u>	02/03/2016	164.00	.00	25-6052 CONTRACT SERVICES	0	2/16		
Total 020316:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
CENTURYLINK												
62	CENTURYLINK	01252016-022		<u>DEDICATED LANDLINE, SCADA, 01-25-16 TO 02-24-16, WATER, JAN 16</u>	01/25/2016	16.56	.00	20-6255 TELEPHONE EXPENSE	0	2/16		
62	CENTURYLINK	01252016-022		<u>DEDICATED LANDLINE, SCADA, 01-25-16 TO 02-24-16, SEWER, JAN 16</u>	01/25/2016	21.63	.00	21-6255 TELEPHONE EXPENSE	0	2/16		
62	CENTURYLINK	01252016-022		<u>DEDICATED LANDLINE, SCADA, 01-25-16 TO 02-24-16, PI, JAN 16</u>	01/25/2016	7.02	.00	25-6255 TELEPHONE EXPENSE	0	2/16		

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Total 01252016-02242016NW:						45.21	.00					
62	CENTURYLINK	01252016-022		<u>922-9714, DEDICATED LANDLINE, SR CTR, 01-25-16 TO 02-24-16, JAN 16</u>	01/25/2016	49.76	.00	<u>01-6255 TELEPHONE</u>	1001	2/16		
Total 01252016-02242016SC:						49.76	.00					
Total CENTURYLINK:						94.97	.00					
CHALLENGER COMPANIES												
823	CHALLENGER COMPANIES	111854		<u>LABOR FOR TURBO BLOWER AT NWWTP, JAN 16</u>	01/31/2016	257.29	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	1/16		
Total 111854:						257.29	.00					
823	CHALLENGER COMPANIES	111855		<u>INSTALL TURBO BLOWER AT NWWTP, SEWER, JAN 16</u>	01/31/2016	8,355.25	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	1/16		
Total 111855:						8,355.25	.00					
Total CHALLENGER COMPANIES:						8,612.54	.00					
CORWIN AUTO IDAHO LLC												
442	CORWIN AUTO IDAHO LLC	43508P		<u>REPLACEMENT DOOR HANDLE FOR TRUCK #3, SEWER, JAN 16</u>	01/28/2016	30.24	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/16		
Total 43508P:						30.24	.00					
Total CORWIN AUTO IDAHO LLC:						30.24	.00					
DIGLINE												
25	DIGLINE	0053685-IN		<u>DIG FEE, WATER, JAN 16</u>	01/31/2016	56.13	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	1/16		

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25	DIGLINE	0053685-IN		<u>DIG FEE, SEWER, JAN 16</u>	01/31/2016	56.13	.00	21-6065 <u>DIG LINE EXPENSE</u>	0	1/16		
25	DIGLINE	0053685-IN		<u>DIG FEE, PI, JAN 16</u>	01/31/2016	21.37	.00	25-6065 <u>DIG LINE EXPENSE</u>	0	1/16		
Total 0053685-IN:						133.63	.00					
Total DIGLINE:						133.63	.00					
DLT SOLUTIONS, LLC												
109	DLT SOLUTIONS, LLC	4481279A		<u>AUTODESK AUTOCAD LT 2016 GOVERNMENT SUBSCRIPTION RENEWAL, 1 YR AUTODESK INFRASTRUCTURE DESIGN SUITE PREMIUM 2016 SUBSCRIPTION RENEWAL, WATER, JAN 16</u>	01/26/2016	583.14	.00	20-6052 <u>CONTRACT SERVICES</u>	0	1/16		
109	DLT SOLUTIONS, LLC	4481279A		<u>AUTODESK AUTOCAD LT 2016 GOVERNMENT SUBSCRIPTION RENEWAL, 1 YR AUTODESK INFRASTRUCTURE DESIGN SUITE PREMIUM 2016 SUBSCRIPTION RENEWAL, SEWER, JAN 16</u>	01/26/2016	583.14	.00	21-6052 <u>CONTRACT SERVICES</u>	0	1/16		
109	DLT SOLUTIONS, LLC	4481279A		<u>AUTODESK AUTOCAD LT 2016 GOVERNMENT SUBSCRIPTION RENEWAL, 1 YR AUTODESK INFRASTRUCTURE DESIGN SUITE PREMIUM 2016 SUBSCRIPTION RENEWAL, PI, JAN 16</u>	01/26/2016	222.13	.00	25-6052 <u>CONTRACT SERVICES</u>	0	1/16		
Total 4481279A:						1,388.41	.00					
Total DLT SOLUTIONS, LLC:						1,388.41	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	JAN2016		<u>PLUMBING INSPECTION FEES, JAN 16</u>	02/05/2016	3,420.33	3,420.33	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	1/16	02/05/2016	

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Total JAN2016:						3,420.33	3,420.33					
Total DMH ENTERPRISES:						3,420.33	3,420.33					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	N12757-IN		<u>PROPANE DELIVERED TO SHORTLINE SHOP, 240 GALS @ 1.90 PER GAL, WATER, JAN 16</u>	01/22/2016	364.80	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	1/16		
1731	ED STAUB & SONS PETROLEUM, INC	N12757-IN		<u>PROPANE DELIVERED TO SHORTLINE SHOP, 240 GALS @ 1.90 PER GAL, PI, JAN 16</u>	01/22/2016	91.20	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	1/16		
Total N12757-IN:						456.00	.00					
Total ED STAUB & SONS PETROLEUM, INC:						456.00	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	JAN2016		<u>ELECTRICAL INSPECTION FEES, JAN 16</u>	02/05/2016	3,120.86	3,120.86	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	1/16	02/05/2016	
Total JAN2016:						3,120.86	3,120.86					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						3,120.86	3,120.86					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0626240		<u>SENSUS WATER METERS, R JONES, WATER, JAN 16</u>	01/21/2016	6,241.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	1/16		
Total 0626240:						6,241.60	.00					
Total FERGUSON WATERWORKS #1701:						6,241.60	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	012916 WELL#		<u>CONSULTATION FOR WELL #3, RETROFIT, G LAW, JAN 16</u>	01/29/2016	3,908.25	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1037	1/16		

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Total 012916 WELL#3:						3,908.25	.00					
Total HYDRO LOGIC, INC.:						3,908.25	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	104		<u>CONTRACT SERVICES, FEB 16</u>	02/01/2016	4,972.92	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	2/16		
Total 104:						4,972.92	.00					
Total IDAHO HUMANE SOCIETY:						4,972.92	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI05401	3797	<u>OIL FILTERS/AIR FILTERS BACKHOE FOR THE LAGOON, B.GILLOGLY, SEWER, FEB.'16</u>	02/02/2016	138.69	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/16		
Total PI05401:						138.69	.00					
Total IDAHO TRACTOR INC:						138.69	.00					
INTEGRA TELECOM												
1411	INTEGRA TELECOM	13622333		<u>MONTHLY TELEPHONE, DATA, NETWOR, 02-01-16 TO 02-29-16, ADMIN, FEB 16</u>	02/01/2016	587.68	.00	<u>01-6255 TELEPHONE</u>	0	2/16		
1411	INTEGRA TELECOM	13622333		<u>MONTHLY TELEPHONE, DATA, NETWOR, 02-01-16 TO 02-29-16, P&Z, FEB 16</u>	02/01/2016	209.90	.00	<u>01-6255 TELEPHONE</u>	1003	2/16		
1411	INTEGRA TELECOM	13622333		<u>MONTHLY TELEPHONE, DATA, NETWOR, 02-01-16 TO 02-29-16, WATER, FEB 16</u>	02/01/2016	545.73	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/16		
1411	INTEGRA TELECOM	13622333		<u>MONTHLY TELEPHONE, DATA, NETWOR, 02-01-16 TO 02-29-16, SEWER, FEB 16</u>	02/01/2016	545.73	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	2/16		
1411	INTEGRA TELECOM	13622333		<u>MONTHLY TELEPHONE, DATA, NETWOR, 02-01-16 TO 02-29-16, PI, FEB 16</u>	02/01/2016	209.90	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/16		

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Total 13622333:						2,098.94	.00					
Total INTEGRA TELECOM:						2,098.94	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	89679		<u>SSL FOR MAIL.KUNAIID.GOV AND TIMECLOCK, WEB, ADMIN, JAN 16</u>	01/30/2016	134.40	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	1/16		
1595	INTEGRINET SOLUTIONS, INC.	89679		<u>SSL FOR MAIL.KUNAIID.GOV AND TIMECLOCK, WEB, P&Z, JAN 16</u>	01/30/2016	48.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	1/16		
1595	INTEGRINET SOLUTIONS, INC.	89679		<u>SSL FOR MAIL.KUNAIID.GOV AND TIMECLOCK, WEB, WATER, JAN 16</u>	01/30/2016	124.80	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/16		
1595	INTEGRINET SOLUTIONS, INC.	89679		<u>SSL FOR MAIL.KUNAIID.GOV AND TIMECLOCK, WEB, SEWER, JAN 16</u>	01/30/2016	124.80	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/16		
1595	INTEGRINET SOLUTIONS, INC.	89679		<u>SSL FOR MAIL.KUNAIID.GOV AND TIMECLOCK, WEB, PI, JAN 16</u>	01/30/2016	48.00	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/16		
Total 89679:						480.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						480.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000NW		<u>NATURAL GAS CONSUMPTION, NWWTP, 12-29-15 TO 01-25-16, SEWER, JAN 16</u>	01/26/2016	3,109.41	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	1/16		
Total 482195000NW:						3,109.41	.00					
Total INTERMOUNTAIN GAS CO:						3,109.41	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01222016-012		<u>SANITATION RECEIPT TRANSFER 01/22/16-01/28/16</u>	01/29/2016	13,739.56	13,739.56	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	1/16	01/29/2016	

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230	J & M SANITATION, INC.	01222016-012		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 01/22/16-01/28/16</u>	01/29/2016	-1,357.47	-1,357.47	01-4170 <u>FRANCHISE FEES</u>	0	1/16	01/29/2016	
Total 01222016-01282016:						12,382.09	12,382.09					
230	J & M SANITATION, INC.	012816		<u>DISPOSAL/REMOVAL OF SLUDGE, 12-23-15 TO 1-27-16, JAN 16</u>	01/28/2016	2,160.00	.00	21-6150 <u>MAINT. & REPAIRS - SYSTEM</u>	0	1/16		
Total 012816:						2,160.00	.00					
230	J & M SANITATION, INC.	01292016-020		<u>SANITATION RECEIPT TRANSFER 01-29-16 TO 02-04- 16, JAN 16</u>	02/05/2016	19,942.50	19,942.50	26-7000 <u>SOLID WASTE SERVICE FEES</u>	0	2/16	02/05/2016	
230	J & M SANITATION, INC.	01292016-020		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 01-29-16 TO 02-04-16, JAN 16</u>	02/05/2016	-1,970.31	-1,970.31	01-4170 <u>FRANCHISE FEES</u>	0	2/16	02/05/2016	
Total 01292016-02042016:						17,972.19	17,972.19					
Total J & M SANITATION, INC.:						32,514.28	30,354.28					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	2187234		<u>BANK FEES, ADMIN, JAN 16</u>	01/31/2016	62.25	.00	01-6505 <u>BANK FEES</u>	0	1/16		
1328	JACK HENRY & ASSOCIATES, INC.	2187234		<u>BANK FEES, P&Z, JAN 16</u>	01/31/2016	3.11	.00	01-6505 <u>BANK FEES</u>	1003	2/16		
1328	JACK HENRY & ASSOCIATES, INC.	2187234		<u>BANK FEES, WATER, JAN 16</u>	01/31/2016	102.70	.00	20-6505 <u>BANK FEES</u>	0	1/16		
1328	JACK HENRY & ASSOCIATES, INC.	2187234		<u>BANK FEES, SEWER, JAN 16</u>	01/31/2016	102.70	.00	21-6505 <u>BANK FEES</u>	0	1/16		
1328	JACK HENRY & ASSOCIATES, INC.	2187234		<u>BANK FEES, PI, JAN 16</u>	01/31/2016	40.46	.00	25-6505 <u>BANK FEES</u>	0	1/16		

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Total 2187234:						311.22	.00					
Total JACK HENRY & ASSOCIATES, INC.:						311.22	.00					
KB BLACK CANYON GRILL, LLC												
1711	KB BLACK CANYON GRILL, LLC	020416	3803	LUNCH (PULLED PORK SANDWICHES FOR ECONOMIC DEVELOPMENT COMMITTEE, CLERKS, FEB 16	02/04/2016	84.27	.00	01-6155 MEETINGS/COMMITTEES	1026	2/16		
Total 020416:						84.27	.00					
Total KB BLACK CANYON GRILL, LLC:						84.27	.00					
KUNA LUMBER												
499	KUNA LUMBER	B83906	3795	WOOD AND SCREWS FOR ROOF REPAIRS ON SHOP ROOF AT 329 MAIN ST. B.GILLOGLY, PARKS, JAN.'16	02/02/2016	57.16	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/16		
Total B83906:						57.16	.00					
Total KUNA LUMBER:						57.16	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	147775	3761	PAINT THINNER, REPAINTING BOUNCING TOYS AT BERNIE FISHER, PAINT BRUS, STAINING PICNIC TABLES, STAIN FOR TABLES, P KAUFMAN, PARKS, JAN 16	01/27/2016	43.97	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/16		
43	KUNA TRUE VALUE HARDWARE	147775	3761	LIGHT BULBS FOR RESTROOMS AT CITY HALL, P KAUFMAN, PARKS, JAN 16	01/27/2016	5.99	.00	01-6140 MAINT. & REPAIR BUILDING	0	1/16		
43	KUNA TRUE VALUE HARDWARE	147775	3761	DROP CLOTH, PAINT TAPE, ROLLERS, PAINT BRUSH, GALLON OF PAINT, FROG TAPE FOR BERNIE FISHER RESTROOMS, P KAUFMAN, PARKS, JAN 16	01/27/2016	75.71	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/16		

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Total 147775:						125.67	.00					
43	KUNA TRUE VALUE HARDWARE	147823	3790	<u>2 EA. BITS, C.MCDANIEL</u>	01/26/2016	7.96	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
Total 147823:						7.96	.00					
43	KUNA TRUE VALUE HARDWARE	148043	3782	<u>BERNIE FISHER BATHROOM CLEAN UP, SILICONE, PAINT STRIPPER, PAINT TRAY LINER, PAINT ROLLERS, SCREWS, FEB 16</u>	02/02/2016	65.61	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/16		
43	KUNA TRUE VALUE HARDWARE	148043	3782	<u>PUTTY KNIFE, SCRAP PAINT OFF FLOOR, CAULK GUN FOR BATHROOM SEAMS, WIRE BRUSH, PARK TOYS, FEB 16</u>	02/02/2016	10.27	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/16		
Total 148043:						75.88	.00					
43	KUNA TRUE VALUE HARDWARE	148091	3798	<u>6 VOLT BATTERY FOR FLASHLIGHT, J COULTER, FEB 16</u>	02/03/2016	6.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1005	2/16		
Total 148091:						6.49	.00					
Total KUNA TRUE VALUE HARDWARE:						216.00	.00					
KUNA WELDING												
46	KUNA WELDING	2578	3765	<u>BEND AND PUNCH HOLES IN FLAT BAR FOR BUTLER WELL, C.DEYOUNG, WATER, JAN.'16</u>	01/19/2016	19.65	.00	20-6020 CAPITAL IMPROVEMENTS	1038	2/16		
Total 2578:						19.65	.00					
46	KUNA WELDING	2583	3777	<u>STRAIGHTEN FILTER FOR BLOWER ROOM AT LAGOONS, FILTER HOUSING REPAIRED, T.DEYOUNG, SEWER, JAN.'16</u>	01/21/2016	30.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		

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Total 2583:						30.00	.00					
46	KUNA WELDING	2587	3781	<u>FITTING CUT FOR THE BLOWER, KEEPS BIRDS OUT, T.DEYOUNG, SEWER, JAN.'16</u>	01/26/2016	3.67	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
Total 2587:						3.67	.00					
Total KUNA WELDING:						53.32	.00					
MAILROOM FINANCE INC												
1770	MAILROOM FINANCE INC	01312016NEO		<u>NEOPOST POSTAGE, JANUARY, ADMIN</u>	01/31/2016	109.00	.00	01-6190 POSTAGE & BILLING	0	1/16		
1770	MAILROOM FINANCE INC	01312016NEO		<u>NEOPOST POSTAGE, JANUARY, P & Z</u>	01/31/2016	15.57	.00	01-6190 POSTAGE & BILLING	1003	1/16		
1770	MAILROOM FINANCE INC	01312016NEO		<u>NEOPOST POSTAGE, JANUARY, WATER</u>	01/31/2016	166.11	.00	20-6190 POSTAGE & BILLING	0	1/16		
1770	MAILROOM FINANCE INC	01312016NEO		<u>NEOPOST POSTAGE, JANUARY, SEWER</u>	01/31/2016	166.11	.00	21-6190 POSTAGE & BILLING	0	1/16		
1770	MAILROOM FINANCE INC	01312016NEO		<u>NEOPOST POSTAGE, JANUARY, P.I</u>	01/31/2016	62.30	.00	25-6190 POSTAGE & BILLING	0	1/16		
Total 01312016NEO:						519.09	.00					
Total MAILROOM FINANCE INC:						519.09	.00					
McKINNEY MASONRY, LLC												
1777	McKINNEY MASONRY, LLC	20527		<u>FOUR VENTILATION INFILLS FOR BUTLER WELL, G.LAW, JAN 16</u>	01/22/2016	1,000.00	.00	20-6020 CAPITAL IMPROVEMENTS	1038	1/16		
Total 20527:						1,000.00	.00					
Total McKINNEY MASONRY, LLC:						1,000.00	.00					

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PACIFIC PUBLISHING COMPANY INC												
1732	PACIFIC PUBLISHING COMPANY INC	75485-A	3721	<u>AD#159087. SUMMARY OF ORDINANCE PUBLICATION NO. 2015-21. C.ENGELS, JAN.'16</u>	01/31/2016	51.52	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/16		
1732	PACIFIC PUBLISHING COMPANY INC	75485-A	3721	<u>AD#159086. SUMMARY OF ORDINANCE PUBLICATION NO.2015-20. C.ENGELS, JAN.'16</u>	01/31/2016	53.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/16		
1732	PACIFIC PUBLISHING COMPANY INC	75485-A	3721	<u>AD#159085. SUMMARY OF ORDINANCE PUBLICATION NO.2015-13. C.ENGELS, JAN.'16</u>	01/31/2016	53.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/16		
Total 75485-A:						158.24	.00					
1732	PACIFIC PUBLISHING COMPANY INC	75485-B	3743	<u>AD#159182. LEGAL PUBLICATION 1503AN-1503LS. T.KESNER, P & Z</u>	01/31/2016	53.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	1/16		
Total 75485-B:						53.36	.00					
1732	PACIFIC PUBLISHING COMPANY INC	75485-C		<u>NOTICE OF PUBLIC HEARING ON PROPOSED GRANT ACTIVITIES. JAN.'16</u>	01/31/2016	62.55	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/16		
Total 75485-C:						62.55	.00					
1732	PACIFIC PUBLISHING COMPANY INC	75485-D		<u>AD#159359. KUNA CITY REGULAR COUNCIL MEETING DATES, JAN.'16</u>	01/31/2016	36.80	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/16		
Total 75485-D:						36.80	.00					
1732	PACIFIC PUBLISHING COMPANY INC	75485-E		<u>AD#159174. ADVERTISEMENTS FOR BIDS , CITY OF KUNA. P.1</u>	01/31/2016	64.39	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	1/16		
1732	PACIFIC PUBLISHING COMPANY INC	75485-E		<u>AD#159175. ADVERTISEMENT FOR BIDS CITY OF KUNA, WATER, JAN.'16</u>	01/31/2016	79.11	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	1/16		

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Total 75485-E:						143.50	.00					
1732	PACIFIC PUBLISHING COMPANY INC	75485-F		<u>AD#159358. SUMMARY OF ORDINANCE PUBLICATION NO.2015-12. JAN.'16</u>	01/31/2016	44.16	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/16		
Total 75485-F:						44.16	.00					
Total PACIFIC PUBLISHING COMPANY INC:						498.61	.00					
PARTS, INC.												
470	PARTS, INC.	103127	3804	<u>SEAFOAM MOTOR TREATMENT FOR TRUCK #1 & FOR FLEET STOCK. TPS FOR TRUCK #1. FEB.'16 - PARKS</u>	02/04/2016	34.12	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	2/16		
470	PARTS, INC.	103127	3804	<u>SEAFOAM MOTOR TREATMENT FOR TRUCK #1 & FOR FLEET STOCK. TPS FOR TRUCK #1. FEB.'16 - ADMIN</u>	02/04/2016	13.12	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/16		
470	PARTS, INC.	103127	3804	<u>SEAFOAM MOTOR TREATMENT FOR TRUCK #1 & FOR FLEET STOCK. TPS FOR TRUCK #1. FEB.'16 - WATER</u>	02/04/2016	2.10	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/16		
470	PARTS, INC.	103127	3804	<u>SEAFOAM MOTOR TREATMENT FOR TRUCK #1 & FOR FLEET STOCK. TPS FOR TRUCK #1. FEB.'16 - SEWER</u>	02/04/2016	57.50	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/16		
470	PARTS, INC.	103127	3804	<u>SEAFOAM MOTOR TREATMENT FOR TRUCK #1 & FOR FLEET STOCK. TPS FOR TRUCK #1. FEB.'16 - P.]</u>	02/04/2016	1.05	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/16		
Total 103127:						107.89	.00					
Total PARTS, INC.:						107.89	.00					
PAULS MARKET												
56	PAULS MARKET	006032200948		<u>DRY ICE FOR THE BUTLER FUEL TANK. C.DEYOUNG. JAN.'16</u>	01/13/2016	15.54	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	1/16		

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Total 00603220094800108:						15.54	.00					
56	PAULS MARKET	007052290945	3763	LAB ITEMS - RUBBING ALCOHOL, COTTON SWABS, SPRAY BOTTLE, ZIPLOCK BAGS FOR SAMPLES, T.FLEMING, SEWER, JAN.'16	01/19/2016	34.57	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
Total 00705229094500204:						34.57	.00					
Total PAULS MARKET:						50.11	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	38718	3645	RENTAL OF FLOOR SAW FOR PROSPECTOR SUBDIVISION, M.DAVILA, P.I. DEC.'15	12/04/2015	56.75	.00	25-6020 CAPITAL IMPROVEMENTS	1056	12/15		
Total 38718:						56.75	.00					
893	RENTAL CONNECTION	38730	3649	RENT FLOOR SAW TO CUT ASPHALT AT PROSPECTOR PI PROJECT, J. COX, PI, DEC 15	12/07/2015	48.74	.00	25-6020 CAPITAL IMPROVEMENTS	1056	12/15		
Total 38730:						48.74	.00					
Total RENTAL CONNECTION:						105.49	.00					
REXEL, INC.												
1613	REXEL, INC.	1719268	3807	LED LIGHT RETROFIT FOR SEWER PLANT, B GILLOGLY, FEB.'16 - PARKS	02/04/2016	50.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/16		
1613	REXEL, INC.	1719268	3807	LED LIGHT RETROFIT FOR SEWER PLANT, B GILLOGLY, FEB.'16 - SEWER	02/04/2016	66.00	.00	21-6140 MAINT. & REPAIR BUILDING	0	2/16		
1613	REXEL, INC.	1719268	3807	LED LIGHT RETROFIT FOR SEWER PLANT, B GILLOGLY, FEB.'16 - WATER	02/04/2016	66.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/16		

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1613	REXEL, INC.	1719268	3807	<u>LED LIGHT RETROFIT FOR SEWER PLANT. B GILLOGLY, FEB.'16 - P.I</u>	02/04/2016	18.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/16		
Total I719268:						200.00	.00					
Total REXEL, INC.:						200.00	.00					
RICHARD T. ROATS												
1430	RICHARD T. ROATS	012816		<u>REIMBURSE PARKING FOR DAY AT THE CAPITOL AND ATTORNEY TRAINING FO RICHARD ROATS, ADMIN, JAN 16</u>	01/28/2016	5.61	.00	<u>01-6270 TRAVEL</u>	0	1/16		
1430	RICHARD T. ROATS	012816		<u>REIMBURSE PARKING FOR DAY AT THE CAPITOL AND ATTORNEY TRAINING FO RICHARD ROATS, WATER, JAN 16</u>	01/28/2016	4.59	.00	<u>20-6270 TRAVEL EXPENSES</u>	0	1/16		
1430	RICHARD T. ROATS	012816		<u>REIMBURSE PARKING FOR DAY AT THE CAPITOL AND ATTORNEY TRAINING FO RICHARD ROATS, SEWER, JAN 16</u>	01/28/2016	5.10	.00	<u>21-6270 TRAVEL EXPENSES</u>	0	1/16		
1430	RICHARD T. ROATS	012816		<u>REIMBURSE PARKING FOR DAY AT THE CAPITOL AND ATTORNEY TRAINING FO RICHARD ROATS, PI, JAN 16</u>	01/28/2016	1.70	.00	<u>25-6270 TRAVEL EXPENSES</u>	0	1/16		
Total 012816:						17.00	.00					
Total RICHARD T. ROATS:						17.00	.00					
RODDA PAINT CO.												
1723	RODDA PAINT CO.	76016498	3810	<u>PAINT, ROLLERS, BRUSHES, MIXER, AND PAINT BUCKET FOR THE NEW BLOWER ROOM, T.FLEMING, SEWER, FEB.'16</u>	02/05/2016	331.10	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1047	2/16		

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Total 76016498:						331.10	.00					
Total RODDA PAINT CO.:						331.10	.00					
SHARP ELECTRONICS CORPORATION												
1734	SHARP ELECTRONICS CORPORATION	5002827870		COPIER LEASE, MODEL MX2615N, NWWTP, 2/1/16- 2/19/16 - PARKS	02/03/2016	17.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/16		
1734	SHARP ELECTRONICS CORPORATION	5002827870		COPIER LEASE, MODEL MX2615N, NWWTP, 2/1/16- 2/19/16 - WATER	02/03/2016	27.92	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/16		
1734	SHARP ELECTRONICS CORPORATION	5002827870		COPIER LEASE, MODEL MX2615N, NWWTP, 2/1/16- 2/19/16 - SEWER	02/03/2016	34.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/16		
1734	SHARP ELECTRONICS CORPORATION	5002827870		COPIER LEASE, MODEL MX2615N, NWWTP, 2/1/16- 2/19/16 - P.I	02/03/2016	16.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/16		
Total 5002827870:						96.26	.00					
Total SHARP ELECTRONICS CORPORATION:						96.26	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	3290626172	3770	1 EA. TELEPHONE LOG BOOK, 1 PKG POST-IT NOTES, 2 EA. RECEIPT BOOKS, JAN.'16 - P & Z	01/23/2016	33.57	.00	01-6165 OFFICE SUPPLIES	1003	1/16		
1292	STAPLES ADVANTAGE	3290626172	3770	2 EA. RECEIPT BOOKS, 1 BOX FILE FOLDERS, D.CROSSLEY, JAN.'16 - WATER	01/23/2016	11.65	.00	20-6165 OFFICE SUPPLIES	0	1/16		
1292	STAPLES ADVANTAGE	3290626172	3770	2 EA. RECEIPT BOOKS, 1 BOX FILE FOLDERS, D.CROSSLEY, JAN.'16 - SEWER	01/23/2016	11.65	.00	21-6165 OFFICE SUPPLIES	0	1/16		
1292	STAPLES ADVANTAGE	3290626172	3770	2 EA. RECEIPT BOOKS, 1 BOX FILE FOLDERS, D.CROSSLEY, JAN.'16 - P.I	01/23/2016	4.43	.00	25-6165 OFFICE SUPPLIES	0	1/16		

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1292	STAPLES ADVANTAGE	3290626172	3770	<u>1 DOZ. STENO NOTEBOOKS, 1 DOZ. JR. LEGAL WRITING PADS, K.JENSEN, JAN.'16 - ADMIN</u>	01/23/2016	2.32	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3290626172	3770	<u>1 DOZ. STENO NOTEBOOKS, 1 DOZ. JR. LEGAL WRITING PADS, K.JENSEN, JAN.'16 - WATER</u>	01/23/2016	3.06	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3290626172	3770	<u>1 DOZ. STENO NOTEBOOKS, 1 DOZ. JR. LEGAL WRITING PADS, K.JENSEN, JAN.'16 - SEWER</u>	01/23/2016	3.06	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3290626172	3770	<u>1 DOZ. STENO NOTEBOOKS, 1 DOZ. JR. LEGAL WRITING PADS, K.JENSEN, JAN.'16 - P.I</u>	01/23/2016	.83	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/16		
Total 3290626172:						70.57	.00					
1292	STAPLES ADVANTAGE	3291559151	3785	<u>1 BOX FILE FOLDERS, JAN.'16 - P & Z</u>	01/30/2016	15.75	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	1/16		
1292	STAPLES ADVANTAGE	3291559151	3785	<u>1 REAM WHITE CARD STOCK PAPER, 1 BOX HEAVYWEIGHT FILE FOLDERS, CLERKS, JAN.'16 - ADMIN</u>	01/30/2016	12.52	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3291559151	3785	<u>1 BOX BLUE STICK PENS, 1 DOZEN WRITING PADS, 1 BOX TAPE REFILLS, RESTOCKING, JAN.'16 - ADMIN</u>	01/30/2016	8.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3291559151	3785	<u>1 BOX BLUE STICK PENS, 1 DOZEN WRITING PADS, 1 BOX TAPE REFILLS, RESTOCKING, JAN.'16 - WATER</u>	01/30/2016	13.55	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3291559151	3785	<u>1 BOX BLUE STICK PENS, 1 DOZEN WRITING PADS, 1 BOX TAPE REFILLS, RESTOCKING, JAN.'16 - SEWER</u>	01/30/2016	13.55	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/16		
1292	STAPLES ADVANTAGE	3291559151	3785	<u>1 BOX BLUE STICK PENS, 1 DOZEN WRITING PADS, 1 BOX TAPE REFILLS, RESTOCKING, JAN.'16 - P.I</u>	01/30/2016	5.34	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/16		

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Total 3291559151:						69.32	.00					
Total STAPLES ADVANTAGE:						139.89	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	845656-2	3806	FLOOR GRINDER FOR PARK BATHROOMS. STRIPPING THE FLOORS. J CRUMPTON, PARKS, FEB.'16	02/04/2016	70.56	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/16		
Total 845656-2:						70.56	.00					
Total TATES RENTS, INC.:						70.56	.00					
TRANSACT TECHNOLOGIES, INC.												
1070	TRANSACT TECHNOLOGIES, INC.	1253388	3784	1 BOX (50 ROLLS) - 2 PLY CARBONLESS RECEIPT PAPER ROLLS, JAN.'16 - ADMIN	01/27/2016	33.30	.00	01-6165 OFFICE SUPPLIES	0	1/16		
1070	TRANSACT TECHNOLOGIES, INC.	1253388	3784	1 BOX (50 ROLLS) - 2 PLY CARBONLESS RECEIPT PAPER ROLLS, JAN.'16 - P&Z	01/27/2016	11.89	.00	01-6165 OFFICE SUPPLIES	1003	1/16		
1070	TRANSACT TECHNOLOGIES, INC.	1253388	3784	1 BOX (50 ROLLS) - 2 PLY CARBONLESS RECEIPT PAPER ROLLS, JAN.'16 - WATER	01/27/2016	30.92	.00	20-6165 OFFICE SUPPLIES	0	1/16		
1070	TRANSACT TECHNOLOGIES, INC.	1253388	3784	1 BOX (50 ROLLS) - 2 PLY CARBONLESS RECEIPT PAPER ROLLS, JAN.'16 - SEWER	01/27/2016	30.92	.00	21-6165 OFFICE SUPPLIES	0	1/16		
1070	TRANSACT TECHNOLOGIES, INC.	1253388	3784	1 BOX (50 ROLLS) - 2 PLY CARBONLESS RECEIPT PAPER ROLLS, JAN.'16 - P.I	01/27/2016	11.90	.00	25-6165 OFFICE SUPPLIES	0	1/16		
Total 1253388:						118.93	.00					
Total TRANSACT TECHNOLOGIES, INC.:						118.93	.00					

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TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:04326029		<u>1 EA. COOLER RENTAL - MAINTENANCE SHOP, JAN.'16</u>	01/19/2016	10.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	1/16		
Total 2160:04326029:						10.00	.00					
Total TREASURE VALLEY COFFEE:						10.00	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	128960079800	3679	<u>INLA, 2016 IDAHO HORTICULTURE EXPO REGISTRATION, N.PURKEY, P.KAUFMAN, J.CRUMPTON, JAN.'16 - PARKS</u>	01/06/2016	520.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	1/16		
Total 12896007980007199614:						520.00	.00					
1444	U.S. BANK (VISA)	378960112066	3788	<u>IDAHO BUREAU OF OCC. LICENSES - ANDREW COOK CLASS 1 SEWER LICENSE EXAM</u>	01/11/2016	92.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/16		
Total 37896011206641600015:						92.00	.00					
1444	U.S. BANK (VISA)	921553638941	3711	<u>IDABO PAYPAL, MEMBERSHIP RENEWALS FOR J.COULTER & B.BACHMAN, DEC.'15</u>	12/29/2015	190.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1005	12/15		
Total 92155363894181978465:						190.00	.00					
Total U.S. BANK (VISA):						802.00	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	71603		<u>REPLACED FILTERS ON HEATING UNIT, JAN.'16 - SENIOR CENTER</u>	01/29/2016	157.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/16		
Total 71603:						157.00	.00					

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Total ULTIMATE HEATING & AIR, INC.:						157.00	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	33917		<u>ESTATEMENT AND POSTAGE, FOR JAN.'16 - ADMIN</u>	01/31/2016	796.05	.00	<u>01-6190 POSTAGE & BILLING</u>	0	1/16		
857	VALLI INFORMATION SYSTEMS, INC	33917		<u>ESTATEMENT AND POSTAGE, FOR JAN.'16 - WATER</u>	01/31/2016	1,250.94	.00	<u>20-6190 POSTAGE & BILLING</u>	0	1/16		
857	VALLI INFORMATION SYSTEMS, INC	33917		<u>ESTATEMENT AND POSTAGE, FOR JAN.'16 - SEWER</u>	01/31/2016	1,250.94	.00	<u>21-6190 POSTAGE & BILLING</u>	0	1/16		
857	VALLI INFORMATION SYSTEMS, INC	33917		<u>ESTATEMENT AND POSTAGE, FOR JAN.'16 - PI</u>	01/31/2016	492.80	.00	<u>25-6190 POSTAGE & BILLING</u>	0	1/16		
Total 33917:						3,790.73	.00					
857	VALLI INFORMATION SYSTEMS, INC	33918		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JAN.'16 - ADMIN</u>	01/31/2016	75.77	.00	<u>01-6190 POSTAGE & BILLING</u>	0	1/16		
857	VALLI INFORMATION SYSTEMS, INC	33918		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JAN.'16 - WATER</u>	01/31/2016	119.06	.00	<u>20-6190 POSTAGE & BILLING</u>	0	1/16		
857	VALLI INFORMATION SYSTEMS, INC	33918		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JAN.'16 - SEWER</u>	01/31/2016	119.06	.00	<u>21-6190 POSTAGE & BILLING</u>	0	1/16		
857	VALLI INFORMATION SYSTEMS, INC	33918		<u>LOCKBOX TRANSACTIONS, LOCKBOX POSTAGE, AND ESTATEMENT MAINTENANCE, JAN.'16 - P.I</u>	01/31/2016	46.91	.00	<u>25-6190 POSTAGE & BILLING</u>	0	1/16		
Total 33918:						360.80	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,151.53	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9759644608		<u>CELL PHONE SERVICE 12/29/15 -1/28/16 - ADMIN</u>	01/28/2016	33.49	.00	<u>01-6255 TELEPHONE</u>	0	1/16		

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1575	VERIZON WIRELESS	9759644608		<u>CELL PHONE SERVICE 12/29/15</u> <u>-1/28/16 - PARKS</u>	01/28/2016	217.11	.00	01-6255 <u>TELEPHONE</u>	1004	1/16		
1575	VERIZON WIRELESS	9759644608		<u>CELL PHONE SERVICE 12/29/15</u> <u>-1/28/16 - BUILDING</u> <u>INSPECTION</u>	01/28/2016	52.74	.00	01-6255 <u>TELEPHONE</u>	1005	1/16		
1575	VERIZON WIRELESS	9759644608		<u>CELL PHONE SERVICE 12/29/15</u> <u>-1/28/16 - WATER</u>	01/28/2016	346.26	.00	20-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
1575	VERIZON WIRELESS	9759644608		<u>CELL PHONE SERVICE 12/29/15</u> <u>-1/28/16 - SEWER</u>	01/28/2016	342.96	.00	21-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
1575	VERIZON WIRELESS	9759644608		<u>CELL PHONE SERVICE 12/29/15</u> <u>-1/28/16 - P.I</u>	01/28/2016	86.84	.00	25-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
1575	VERIZON WIRELESS	9759644608		<u>EQUIP BILL CREDIT FOR 208-</u> <u>871-0249 (MAYOR STEAR) -</u> <u>ADMIN</u>	01/28/2016	-270.00	.00	01-6255 <u>TELEPHONE</u>	0	1/16		
1575	VERIZON WIRELESS	9759644608		<u>EQUIP BILL CREDIT FOR 208-</u> <u>871-0249 (MAYOR STEAR) -</u> <u>WATER</u>	01/28/2016	-12.00	.00	20-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
1575	VERIZON WIRELESS	9759644608		<u>EQUIP BILL CREDIT FOR 208-</u> <u>871-0249 (MAYOR STEAR) -</u> <u>SEWER</u>	01/28/2016	-12.00	.00	21-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
1575	VERIZON WIRELESS	9759644608		<u>EQUIP BILL CREDIT FOR 208-</u> <u>871-0249 (MAYOR STEAR) - P.I</u>	01/28/2016	-6.00	.00	25-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
Total 9759644608:						779.40	.00					
1575	VERIZON WIRELESS	9759722035		<u>TABLET SERVICE, 1/2/16-2/1/16</u> <u>- PARKS</u>	02/01/2016	10.22	.00	01-6255 <u>TELEPHONE</u>	1004	1/16		
1575	VERIZON WIRELESS	9759722035		<u>TABLET SERVICE, 1/2/16-2/1/16</u> <u>- BUILDING INSPECTION</u>	02/01/2016	20.74	.00	01-6255 <u>TELEPHONE</u>	1005	1/16		
1575	VERIZON WIRELESS	9759722035		<u>TABLET SERVICE, 1/2/16-2/1/16</u> <u>- WATER</u>	02/01/2016	28.30	.00	20-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		

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1575	VERIZON WIRELESS	9759722035		<u>TABLET SERVICE, 1/2/16-2/1/16</u> <u>- SEWER</u>	02/01/2016	54.00	.00	21-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
1575	VERIZON WIRELESS	9759722035		<u>TABLET SERVICE, 1/2/16-2/1/16</u> <u>- P.I</u>	02/01/2016	13.70	.00	25-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	1/16		
Total 9759722035:						126.96	.00					
Total VERIZON WIRELESS:						906.36	.00					
WATER DEPOSIT REFUNDS #10												
1776	WATER DEPOSIT REFUNDS #10	130290.01		<u>LELAND S STANFORD, 1341 W</u> <u>RYEGRASS CT - WATER</u> <u>OVERPAYMENT</u>	02/02/2016	10.70	.00	99-1075 <u>Utility Cash</u> <u>Clearing</u>	0	2/16		
Total 130290.01:						10.70	.00					
1776	WATER DEPOSIT REFUNDS #10	171040.01		<u>CBH, 1800 W CASPIAN ST -</u> <u>WATER OVERPAYMENT</u>	01/27/2016	100.44	.00	99-1075 <u>Utility Cash</u> <u>Clearing</u>	0	1/16		
Total 171040.01:						100.44	.00					
1776	WATER DEPOSIT REFUNDS #10	173130.01A		<u>PLACERVILLE LAND, 1321 W</u> <u>PENELOPE ST - WATER</u> <u>OVERPAYMENT</u>	02/02/2016	57.57	.00	99-1075 <u>Utility Cash</u> <u>Clearing</u>	0	2/16		
Total 173130.01A:						57.57	.00					
1776	WATER DEPOSIT REFUNDS #10	173400.01		<u>CBH, 955 S KALAHARI AVE -</u> <u>WATER OVERPAYMENT</u>	01/27/2016	64.50	.00	99-1075 <u>Utility Cash</u> <u>Clearing</u>	0	1/16		
Total 173400.01:						64.50	.00					
1776	WATER DEPOSIT REFUNDS #10	182630.03		<u>ERIN M TEIDE, 1577 N</u> <u>ALCATRAZ AVE - WATER</u> <u>OVERPAYMENT</u>	02/02/2016	6.58	.00	99-1075 <u>Utility Cash</u> <u>Clearing</u>	0	2/16		

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Total 182630.03:						6.58	.00					
1776	WATER DEPOSIT REFUNDS #10	183860.02		<u>DEAN FLEDDERJOHANN, 1621 N BUCKLER WAY - WATER OVERPAYMENT</u>	02/10/2016	43.83	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 183860.02:						43.83	.00					
1776	WATER DEPOSIT REFUNDS #10	200335.04		<u>MOUNTAIN WEST IRA, 311 E WOOD OWL DR - WATER OVERPAYMENT</u>	02/10/2016	157.25	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 200335.04:						157.25	.00					
1776	WATER DEPOSIT REFUNDS #10	201385.01		<u>JAMES S SHERROD, 614 E WILLOWRIDGE CT - WATER OVERPAYMENT</u>	02/10/2016	79.44	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 201385.01:						79.44	.00					
1776	WATER DEPOSIT REFUNDS #10	201960.03		<u>SHERRY WOODBURY, 434 E CHAPPAROSA DR - WATER OVERPAYMENT</u>	02/05/2016	138.75	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 201960.03:						138.75	.00					
1776	WATER DEPOSIT REFUNDS #10	220600.01		<u>GINES TAN, 484 E WILD PRIMROSE CT - WATER OVERPAYMENT</u>	02/10/2016	82.84	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 220600.01:						82.84	.00					
1776	WATER DEPOSIT REFUNDS #10	221045.02		<u>ROBERT G KESNER, 756 E GREAT BEAR ST - WATER OVERPAYMENT</u>	02/05/2016	14.47	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 221045.02:						14.47	.00					

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1776	WATER DEPOSIT REFUNDS #10	221165.01		<u>CBH, 1031 S THREAVE AVE - WATER OVERPAYMENT</u>	01/27/2016	142.19	.00	99-1075 Utility Cash Clearing	0	1/16		
Total 221165.01:						142.19	.00					
1776	WATER DEPOSIT REFUNDS #10	240150.03		<u>KARL J STON, 826 E PLUTON DR - WATER OVERPAYMENT</u>	02/05/2016	3.16	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 240150.03:						3.16	.00					
1776	WATER DEPOSIT REFUNDS #10	250410.00		<u>GEORGE LULA, 861 S PENCIL AVE - WATER OVERPAYMENT</u>	02/02/2016	20.24	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 250410.00:						20.24	.00					
1776	WATER DEPOSIT REFUNDS #10	250710.01		<u>RICHARD A MCDONLEY, 1025 S JAKE AVE - WATER OVERPAYMENT</u>	01/27/2016	6.68	.00	99-1075 Utility Cash Clearing	0	1/16		
Total 250710.01:						6.68	.00					
1776	WATER DEPOSIT REFUNDS #10	254080.02		<u>JEREMY JOHNSON, 853 W SANDBOX ST - WATER OVERPAYMENT</u>	02/02/2016	64.34	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 254080.02:						64.34	.00					
1776	WATER DEPOSIT REFUNDS #10	270030.01		<u>JASON T ALLEN, 2121 W SOLDOTNA ST - WATER OVERPAYMENT</u>	02/10/2016	7.31	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 270030.01:						7.31	.00					
1776	WATER DEPOSIT REFUNDS #10	274415.02		<u>DEXTER L COLE, 2605 N KELSAN AVE - WATER OVERPAYMENT</u>	02/05/2016	18.61	.00	99-1075 Utility Cash Clearing	0	2/16		

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Total 274415.02:						18.61	.00					
1776	WATER DEPOSIT REFUNDS #10	280185.01		<u>HUBBLE HOMES, 1634 N AZURITE PL - WATER OVERPAYMENT</u>	02/08/2016	62.63	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 280185.01:						62.63	.00					
1776	WATER DEPOSIT REFUNDS #10	300575.02		<u>JESSICA R BUTTERFIELD, 2705 N HOSE GULCH AVE - WATER OVERPAYMENT</u>	02/10/2016	76.16	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 300575.02:						76.16	.00					
Total WATER DEPOSIT REFUNDS #10:						1,157.69	.00					
WATER ENVIRONMENT FEDERATION												
1031	WATER ENVIRONMENT FEDERATION	9000363537		<u>MEMBERSHIP RENEWAL AND DUES, MEMBER ID 17761196, T.SHAFFER, 4/1/16-3/31/17</u>	02/09/2016	183.00	.00	21-6075 DUES & MEMBERSHIPS	0	4/16		
Total 9000363537:						183.00	.00					
Total WATER ENVIRONMENT FEDERATION:						183.00	.00					
WEX BANK												
1234	WEX BANK	43841453		<u>FUEL, JAN.'16 - PARKS</u>	01/31/2016	92.10	.00	01-6300 FUEL	1004	1/16		
1234	WEX BANK	43841453		<u>FUEL, JAN.'16 - BUILDING INSPECTION</u>	01/31/2016	136.86	.00	01-6300 FUEL	1005	1/16		
1234	WEX BANK	43841453		<u>FUEL, JAN.'16 - SEWER</u>	01/31/2016	182.74	.00	21-6300 FUEL	0	1/16		
Total 43841453:						411.70	.00					
Total WEX BANK:						411.70	.00					

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ZONE / KUNA LIFE CENTER CHURCH												
612	ZONE / KUNA LIFE CENTER CHURCH	01272016Z	3793	NUTRITION EDUCATION SERVICES, 2015-2016, CLERKS	01/27/2016	1,750.00	.00	03-6360 EXPEND.- BLUE CROSS HIGH FIVE	0	1/16		
Total 01272016Z:						1,750.00	.00					
Total ZONE / KUNA LIFE CENTER CHURCH:						1,750.00	.00					
Grand Totals:						297,651.32	105,515.47					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

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

**RESOLUTION NO. R11-2016
CITY OF KUNA, IDAHO**

FARM LEASE WITH S&T FARMS, LLC

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

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

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of February 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of February 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REAL ESTATE LEASE AGREEMENT

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

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, consisting of approximately 17 farmable acres (Property). The parties acknowledge that said Property is located east of Meridian Road and south of Meadow View, in Kuna, Ada County, Idaho.
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$100.00 per acre for a total lease price of \$1,700.00 per annum, payable in full at time of execution of lease, and thereafter at the time of renewal of the lease.
3. TERM: TERM: The term of this lease is from October 1, 2015 to September 30, 2016. Renewal terms shall be twelve (12) months, commencing October 1 of the then current year and end on September 30 of the following year.
4. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:
 - a. To pay all irrigation water assessments to the City of Kuna, Idaho. The 2016 assessment is due upon receipt.
 - b. To exercise usual and customary farming practices and pay for all farming expenses.
 - c. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.
 - d. To use diligence and follow approved practices in preventing noxious weeds from going to seed on the farm.
5. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be sold, or developed for city use and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon the Property (limited to the current growing season) and terminate the lease early and the payment of the value of the crops growing upon the property shall be considered the liquidated damages for the early termination of the lease. LESSEE agrees and assumes the risk that if it plants a multi-year crop, such as alfalfa, and this lease is terminated before LESSEE has realized the economic benefit of the said crop, it waives and is hereby estopped from asserting any claim, including damages or reimbursement for any multi-years crops, except for the crop during the current lease term.
6. WARRANTIES: There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.

REAL ESTATE LEASE AGREEMENT

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

REAL ESTATE LEASE AGREEMENT

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

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

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

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

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

(Signature page follows)

Exhibit A
REAL ESTATE LEASE AGREEMENT

DATED this 1 day of October, 2015.

LESSOR:

LESSEE:

City of Kuna, Idaho

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

By _____

Its _____

~~*W. Greg Nelson*~~ *Joe L. Stear*

Its _____

Mayor

WITNESS:

ATTEST:

Clerk of the City of Kuna

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



City of Kuna

City Council Staff Report

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

To: Kuna City Council

Case Number: 16-02-FP – Final Plat; Crimson Point Subdivision No. 7

Location: Near terminus of W. Deer Flat Road/southwest of Crimson Point Subdivision No. 1
Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Meeting Date: February 16, 2016

**Applicant/
Representative:** **David Crawford**
B&A Engineers, Inc.
5505 W. Franklin Rd.
Boise, ID, 83705
208.343.3381
dacrawford@baengineers.com

Owner: DBTV Crimson Farm
6152 W. Half Moon Ln.
Eagle, ID 83616

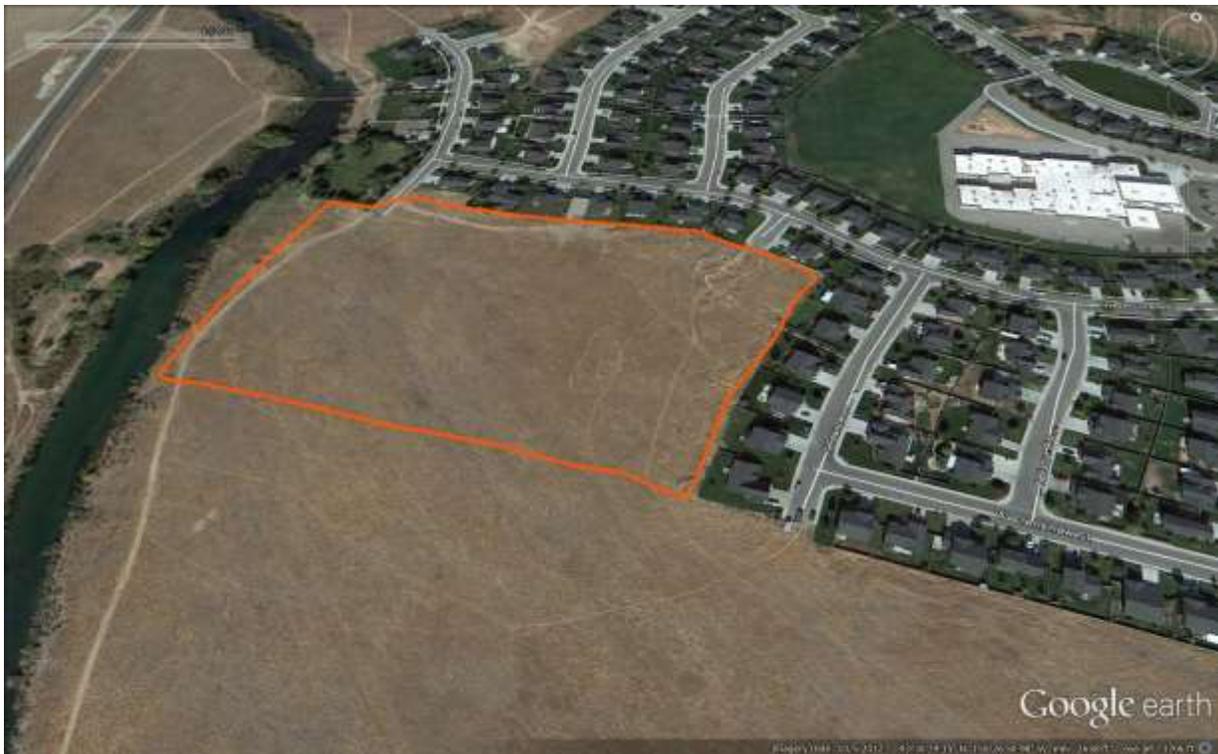
A. General Project Facts, Staff Analysis:

1. The applicant is requesting Final Plat approval for *Crimson Point Subdivision, Phase No. 7*. The final plat for Crimson Point Subdivision No. 7 proposes 40 residential lots and one (1) common lot.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Crimson Point Subdivision No. 7. This proposed final plat is in substantial conformance with the approved preliminary plat.

B. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.

C. Site Location Maps:



©COPYRIGHT

D. Staff Analysis:

1. Staff has determined that the proposed final plat for the Crimson Point Subdivision No. 7 is in substantial conformance with the approved preliminary plat for Crimson Point Subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer's signature on the final plat Mylar.
2. There appear to be no cosmetic changes required on the face of the final plat. The final plat notes are in compliance with City of Kuna standards.

RECEIVED
2/2/16



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

For Office Use Only	
File Number (s)	16-02-FP
Project name	Crimson Point No. 7
Date Received	2/2/16
Date Accepted/Complete	2/3/16
Cross Reference Files	—
Commission Hearing Date	
City Council Hearing Date	02/16/16

Contact/Applicant Information

Owners of Record: <u>DBTV Crimson Farm</u>	Phone Number: _____
Address: <u>.6152 W. Half Moon Lane</u>	E-Mail: _____
City, State, Zip: <u>Eagle, ID 83616</u>	Fax #: _____
Applicant (Developer): <u>David Crawford</u>	Phone Number: <u>208-343-3381</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: <u>208-342-5792</u>
Engineer/Representative: <u>B&A Engineers, Inc.</u>	Phone Number: _____
Address: <u>same as applicant</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>W. Deer Flat Rd.</u>
Site Location (Cross Streets): <u>W. Deer Flat Rd. & N. Ten Mile Rd.</u>
Parcel Number (s): <u>S1315336051</u>
Section, Township, Range: <u>S15, T2N, R1W</u>
Property size : <u>34.68 Acres</u>
Current land use: <u>Residential</u> Proposed land use: <u>N/A</u>
Current zoning district: <u>R-3</u> Proposed zoning district: <u>N/A</u>

Exhibit
A-2a

Project Description

Project / subdivision name: Crimson Point Subdivision No. 7
 General description of proposed project / request: Final plat for Crimson Point Subd. No. 7

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

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No
 Please describe the existing buildings: _____
 Any existing buildings to remain? Yes No
 Number of residential units: _____ Number of building lots: _____
 Number of common and/or other lots: _____
 Type of dwellings proposed:
 Single-Family
 Townhouses
 Duplexes
 Multi-Family
 Other

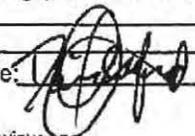
Minimum Square footage of structure (s): _____
 Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
 Percentage of open space provided: _____ Acreage of open space: _____
 Type of open space provided (i.e. landscaping, public, common, etc.): _____

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:  - B&A Engineers, Inc. Date: 1/15/16



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

RECEIVED
2/2/16

Letter Of Transmittal

Date: January 15, 2015

To: **Troy Behunin**
City of Kuna
763 W. Avalon
Kuna, Id. 83634

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

Re: Crimson Point No. 7 - Final Plat

Troy,

Please find attached the final plat application for Crimson Point No. 7 Subdivision.

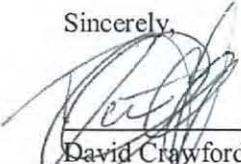
Please let us know what fees may be required for this application and we will get it over to you.

Based on the attached information contained within the conditions of approval we believe that the final plat is in substantial conformance with the approved preliminary plat.

All the construction for the required improvements has been completed in substantial conformance with the approved plans and specifications.

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

Sincerely,



David Crawford
B&A Engineers, Inc.

Exhibit
A-2b

CRIMSON 7

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 VICTORIA BAILEY
FIDELITY NATIONAL TITLE - BOISE

2015-058088
06/30/2015 12:29 PM
\$22.00

1083760 nb

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **Thistle Farm, LLC, an Idaho limited liability company** whose address is 6152 W. Half Moon Lane, Eagle, Idaho 83616 (the "Grantor"), does hereby grant, bargain, sell and convey unto **DB Development, LLC, an Idaho limited liability company**, whose address is 2228 W Piazza St, Meridian, ID 83646, (the "Grantee"), the following described premises (the "Premises"):

See the attached Exhibit "A".

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the Grantee, and its successors and assigns forever.

TOGETHER WITH all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Premises with said improvements, hereditaments and appurtenances.

Grantee is relying solely upon Grantee's inspections as to the condition of the Premises. Grantor and Grantor's agents, employees and attorneys are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises, including, without limitation, the existence of hazardous waste, or the suitability of the Premises for Grantee's intended use. Grantee shall independently verify all information regarding any aspect or feature of the Premises provided by Grantor. Grantor does not guaranty the accuracy of any information provided by Grantor, its agents, employees or attorneys. Grantee is purchasing the Premises in "AS IS" "WHERE IS" condition, subject to all faults (whether they be physical, environmental or otherwise), including both latent and patent defects.

Grantor makes no covenants or warranties with respect to title, express or implied, other than as expressly stated hereinafter. Grantor is the owner of the Premises and has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances caused, created, or suffered directly by Grantor,

In addition to the foregoing, Grantor warrants the Premises is free and clear of all liens and encumbrances. The scope of Grantor's obligation pursuant to the warranty in this paragraph shall be limited to any amounts received by Grantor pursuant to the policy of title insurance, if any, obtained by Grantor upon acquisition of the Premises. All costs of pursuing a claim under such policy of title insurance shall be borne by Grantee.

Grantor does also hereby assign to Grantee, as to the Premises, the warranty Grantor obtained upon acquisition of the Premises if any. Said assignment is without warranty.

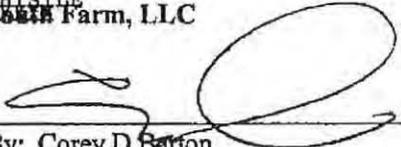
Exhibit
A-2c

Grantee, by execution of this Special Warranty Deed, acknowledges Grantee's acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

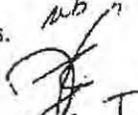
Effective Date: 6-30-15

GRANTOR

THISTLE
South Farm, LLC

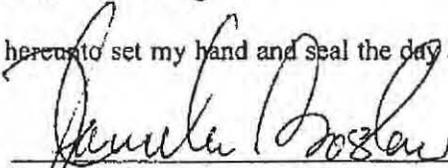

By: Corey D Barton
Its: Manager

STATE OF IDAHO)
); ss.
County of Ada)

mb


On the 29 day of June, 2014, before me, the undersigned notary public in and for said state, personally appeared Corey D Barton, known or identified to me to be the person whose name is subscribed to the within instrument as the Manager of South Farm, LLC and acknowledged to me that he executed the same as such Manager.

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



Notary Public for State of Idaho
Residing at _____
Commission expires: _____



Residing in Meridian, Idaho
My Commission expires: 11-12-2016



GRANTEE

DB Development, LLC

Justin Blackstock
By: Justin Blackstock, Manager

State of Idaho

County of Ada

On this 26 day of June, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Manager of DB Development, LLC and acknowledged to me that he executed the same as such Manager.

Mancilee Boslau

Notary Public Name: _____
Residing at _____
My Commission Expires: _____

Residing in Meridian, Idaho
My Commission expires: 11-12-2016



[Handwritten mark]

Order No. 1083760-nb1

EXHIBIT "A"

A portion of the South half of the Southwest quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the South quarter corner of said Section 15, which bears S89°44'30"E, 2,656.47 feet from the Southwest corner of said Section 15; thence N00°06'11"E, 701.03 feet along the easterly boundary of the Southwest quarter of said Section 15 and the westerly boundary of Crimson Point Subdivision Phase 3 as shown in Book 93 of Plats at Page 11252, records of Ada County, Idaho, to a point on the southerly boundary of Crimson Point Subdivision Phase 1 as shown in Book 90 of Plats at Page 10621, records of Ada County, Idaho; thence along the southerly boundary of said Crimson Point Subdivision Phase 1 the following courses and distances:

N89°44'23"W, 136.70 feet;
N85°18'32"W, 50.97 feet;
S90°00'00"W, 494.71 feet;
N61°05'02"W, 57.54 feet,
S87°29'43"W, 108.49 feet to the **Point of Beginning**:

Thence S87°29'44"W 369.85 feet;
Thence S73°00'51"W, 227.28 feet;
Thence S37°47'22"W, 60.66 feet;
Thence S71°23'56"W, 132.36 feet to the boundary of said Crimson Point Subdivision Phase 1;

Thence the following courses and distances along the boundary of Crimson Point Subdivision Phase 1:

N15°31'43"W, 85.47 feet;
N15°58'36"W, 91.55 feet;
N23°25'42"W, 91.94 feet;
N21°55'59"W, 100.63 feet;
N14°58'12"W, 112.04 feet;
N05°08'35"W, 184.43 feet;
N86°13'37"E, 140.13 feet;
N75°01'51"E, 53.08 feet;
N04°38'42"E, 70.56 feet;
N86°59'57"E, 121.08 feet;
S04°38'42"W, 38.34 feet;
N86°59'42"E, 110.87 feet;
N82°46'34"E, 78.79 feet;
N78°33'21"E, 186.12 feet;
N84°17'48"E, 52.08 feet;
S81°20'28"E, 79.99 feet;
N89°22'05"E, 51.22 feet;
S72°22'44"E, 110.81 feet;
S11°41'43"W, 158.29 feet;
S05°03'14"W, 20.49 feet;

Order No. 1083760-nb1

S07°56'53"W, 131.74 feet;
S04°55'11"W, 75.13 feet;
S00°44'14"E, 160.72 feet to the **Point of Beginning**.

Initials 
Initials 

CRIMSON 7

NANCY

ADA COUNTY RECORDER Christopher D. Rich	2015-038412
BOISE IDAHO Pgs=2 LISA BATT	05/06/2015 01:58 PM
FIDELITY NATIONAL TITLE - BOISE	\$13.00

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

WARRANTY DEED

FOR VALUE RECEIVED

Thistle Farm, LLC, who acquired title as DBTV Crimson Farm LLC, an Idaho Limited Liability Company

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Thistle Farm LLC, an Idaho limited liability company

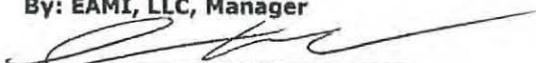
GRANTEES(s), whose current address is: **6152 W Half Moon Ln, Eagle, ID 83616** the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Effective this 6 day of May, 2015

Thistle Farm, LLC
By: EAMI, LLC, Manager


By: Timothy W Eck, Manager

State of Idaho

County of Ada

On this 6 day of May, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Timothy W Eck, known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Manager of EAMI, LLC, the Manager of Thistle Farm, LLC and acknowledged to me that he executed the same as such Manager.

Notary Public Name: _____
Residing at _____
My Commission Expires: _____

Residing in Meridian, Idaho
My Commission expires: 11-12-2016



EXHIBIT "A"

AP# S1315336051

A parcel of land located in a portion of the South half of Section 15, Township 2 North, Range 1 West, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar/cap PLS 7729 marking the South quarter corner of said Section 15;

Thence North 00°06'11" East, 35.00 feet to a rebar/cap PLS 5461 marking the POINT OF BEGINNING;

Thence North 89°44'30" West, parallel with south boundary of said Section 15 a distance of 1,309.89 feet to a found rebar/cap PLS 5461;

Thence North 30°51'41" West, a distance of 281.04 feet to a point;

Thence North 33°41'44" West, a distance of 97.06 feet to a point;

Thence North 27°59'23" West, a distance of 99.48 feet to a point;

Thence North 18°30'08" West, a distance of 99.48 feet to a point;

Thence North 15°31'43" West, a distance of 97.00 feet to a point;

Thence North 15°58'36" West, a distance of 91.55 feet to a point;

Thence North 23°25'42" West, a distance of 91.94 feet to a point;

Thence North 21°55'59" West, a distance of 100.63 feet to a point;

Thence North 14°58'12" West, a distance of 112.04 feet to a point;

Thence North 05°08'35" West, a distance of 184.43 feet to a point;

Thence North 86°13'37" East, a distance of 140.13 feet to a point;

Thence North 75°01'51" East, a distance of 53.08 feet to a point;

Thence North 04°38'42" East, a distance of 70.45 feet to a point;

Thence North 86°56'57" East, a distance of 121.09 feet to a point;

Thence South 04°38'42" West, a distance of 38.34 feet to a point;

Thence North 86°59'42" East, a distance of 110.87 feet to a point;

Thence North 82°46'34" East, a distance of 78.79 feet to a point;

Thence North 78°33'21" East, a distance of 186.12 feet to a point;

Thence North 84°17'48" East, a distance of 52.08 feet to a point;

Thence South 81°20'28" East, a distance of 79.99 feet to a point;

Thence North 89°22'05" East, a distance of 51.22 feet to a point;

Thence South 72°22'42" East, a distance of 110.81 feet to a point;

Thence South 11°41'43" West, a distance of 158.29 feet to a point;

Thence South 05°03'14" West, a distance of 20.49 feet to a point;

Thence South 07°56'53" West, a distance of 131.74 feet to a point;

Thence South 04°55'11" West, a distance of 75.13 feet to a point;

Thence South 00°44'14" East, a distance of 160.72 feet to a point;

Thence North 87°29'43" East, a distance of 108.49 feet to a point;

Thence South 61°05'02" East, a distance of 87.54 feet to a point;

Thence North 90°00'00" East, a distance of 494.71 feet to a point;

Thence South 85°18'32" East, a distance of 50.97 feet to a point;

Thence South 89°44'23" East, a distance of 136.70 feet to a point;

Thence South 00°06'11" West, 666.06 feet to the POINT OF BEGINNING.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 LISA BATT
FIDELITY NATIONAL TITLE - BOISE

2015-038408
05/06/2015 01:58 PM
\$13.00

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

WARRANTY DEED

FOR VALUE RECEIVED

Pawnee Farm LLC, who acquired title as DBTV Pawnee Farm LLC, an Idaho Limited Liability Company

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Pawnee Farm LLC, an Idaho limited liability company

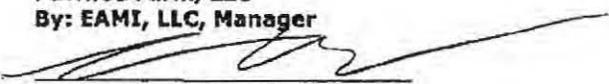
GRANTEES(s), whose current address is: **6152 W Half Moon Ln, Eagle, ID 83616**
the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

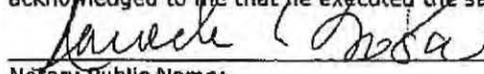
Effective this 6 day of May, 2015

**Pawnee Farm, LLC
By: EAMI, LLC, Manager**


By: Timothy W Eck, Manager

State of Idaho
County of Ada

On this 6 day of May, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Timothy W Eck, known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Manager of EAMI, LLC, the Manager of Pawnee Farm, LLC and acknowledged to me that he executed the same as such Manager.


Notary Public Name: _____
Residing at _____
My Commission Expires: _____
Residing in Meridian, Idaho
My Commission expires: 11-12-2016

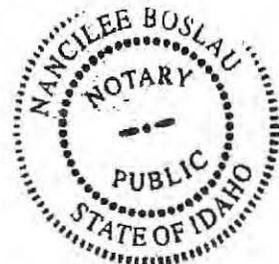


Exhibit A

Parcel I

This parcel is a portion of the Northeast Quarter of the Northwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more Particularly described as follows:

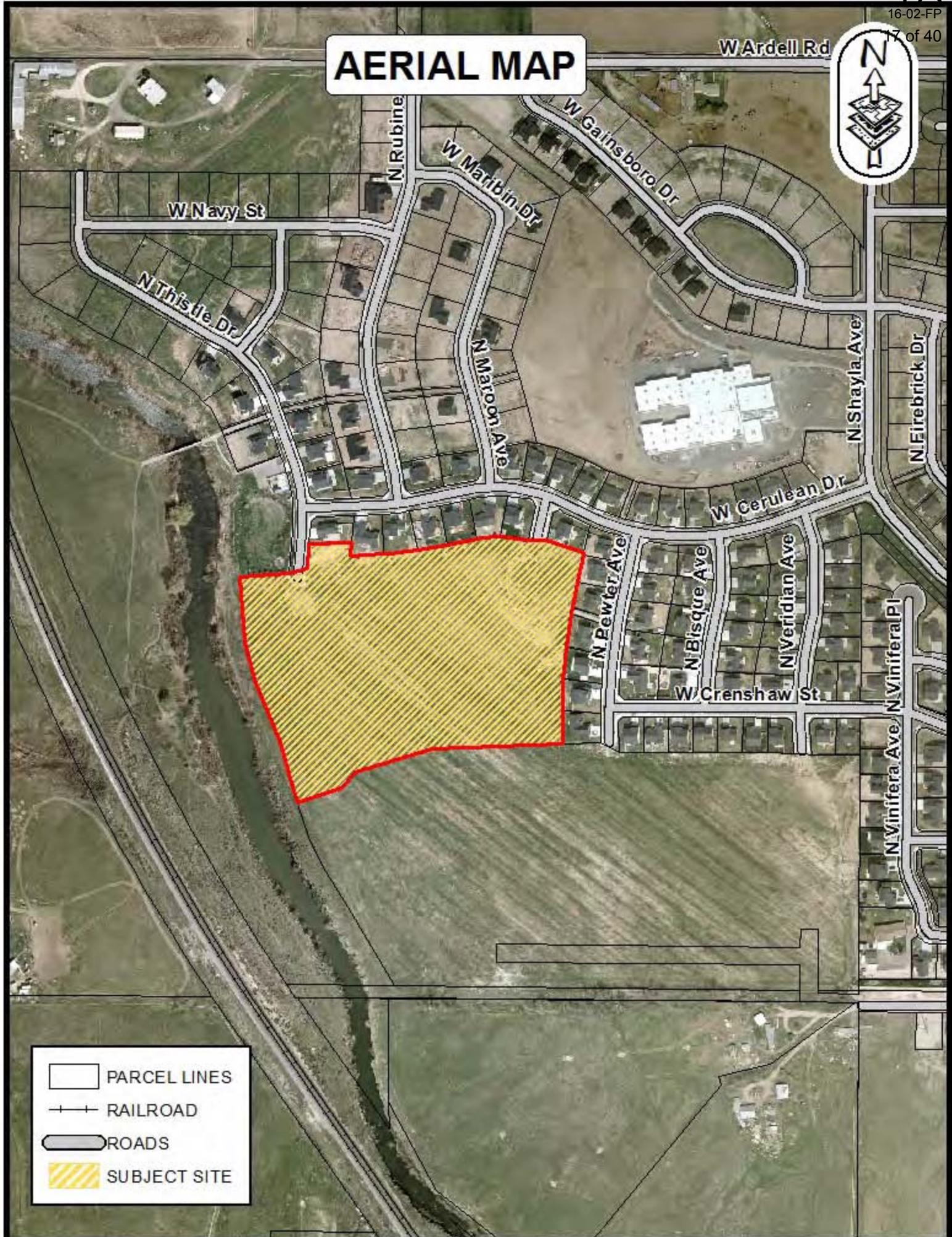
Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 22; thence South $89^{\circ}52'43''$ West along the Northerly boundary of said Northeast quarter of the Northwest quarter, a distance of 8.10 feet to the REAL POINT OF BEGINNING; thence South $53^{\circ}33'17''$ West, a distance of 298.67 feet; thence South $76^{\circ}28'30''$ West, a distance of 147.08 feet; thence South $13^{\circ}31'30''$ East, a distance of 25.00 feet; thence South $38^{\circ}54'17''$ West, a distance of 625.98 feet to a meander corner on the Northeasterly bank of Indian Creek; thence meandering said Northeasterly bank North $81^{\circ}00'53''$ West, a distance of 230.41 feet; North $52^{\circ}08'00''$ West, a distance of 228.98 feet; North $29^{\circ}07'38''$ West, a distance of 286.61 feet to a point on the Westerly boundary of said Northeast quarter of the Northwest quarter; thence North $00^{\circ}21'04''$ West along said Westerly boundary, a distance of 293.57 feet to the Northwest corner of said Northeast quarter of the Northwest quarter; thence North $89^{\circ}52'43''$ East along the Northerly boundary of said Northeast quarter of the Northwest quarter, a distance of 1,320.20 feet to the POINT OF BEGINNING.

Parcel II

A 25 foot easement for right-of-way as disclosed in a Default Judgement, recorded April 8, 2005, as Instrument No. 105042763, records of Ada County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being the center line of West Deer Flat Road, the REAL POINT OF BEGINNING; thence South $89^{\circ}52'43''$ West, 8.10 feet along the North boundary of said Section 22; thence South $53^{\circ}33'17''$ West, 298.67 feet; thence South $76^{\circ}28'30''$ West 147.08 feet; thence South $13^{\circ}31'30''$ East 25.00 feet; thence North $76^{\circ}28'30''$ East, 152.15 feet; thence North $53^{\circ}33'17''$ East, 295.53 feet to the center section line of said Section 22 and the Southerly boundary of West Deer Flat Road; thence North $00^{\circ}20'30''$ West, 25.00 feet to the POINT OF BEGINNING.

AERIAL MAP



	PARCEL LINES
	RAILROAD
	ROADS
	SUBJECT SITE

VICINITY MAP



	PARCEL LINES
	RAILROAD
	ROADS
	SUBJECT SITE

W Ardell Rd

W Beige Ct

W Henna St

W Navy St

N Thistle Dr

W Marbin Dr

N Macon Ave

W Gainsboro Dr

N Shayla Ave

N Firebrick Dr

N Sepia Ave

N Van Dyke Ave

W Cerulean Dr

N Pewter Ave

N Bisque Ave

N Verdian Ave

W Crenshaw St

N Vinifera Ave

W Caliret St

W Quilceda St

N Hutchins Ave

W Deer Flat Rd

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 156.00 52
BOISE IDAHO 06/26/07 02:06 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One



107090857

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
ARBOR RIDGE SUBDIVISION AND
SILVERDALE SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBOR RIDGE SUBDIVISION AND SILVERDALE SUBDIVISION is made effective as of the 22nd day of June 2007, by Dyver Development LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

Exhibit
A-2f

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BEFORE THE KUNA CITY COUNCIL

IN THE MATTER OF AN APPLICATION FOR)
RE-ZONE UPON ANNEXATION,)
A CONDITIONAL USE PERMIT, PRELIMINARY & FINAL)
PLANNED UNIT DEVELOPMENT PLAN,)
AND PRELIMINARY PLAT FOR CRIMSON POINT,)
A PLANNED UNIT DEVELOPMENT, SUBMITTED BY)
GOLDCREEK DEVELOPERS LLC)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-entitled re-zone upon annexation, conditional use permit, preliminary & final planned unit development plan, and preliminary plat applications came before the Kuna City Council for their action on March 10, 2003. A public hearing was held before the Kuna City Council on March 10, 2003, concerning the re-zone upon annexation & PUD request submitted by Goldcreek Development for property located west of Ten Mile between Deer Flat and Ardell. Those in attendance included members of the public, Mayor: Greg Nelson, City Council members: Flo Hawkes, Lea Lewis, Stephen Bright and Dave Szplett, Susan Buxton, City Attorney, Tim Burgess, City Engineer, Melodie Halstead, P&Z Director. The Kuna City Council having heard and taken oral and written testimony, and having duly considered the matter, makes the following Findings of Fact and Conclusions of Law;

FINDINGS OF FACT:

- A. PROJECT SUMMARY:
Goldcreek Developers LLC is requesting re-zone upon annexation, a conditional use, planned unit development preliminary & final development plan, and preliminary plat approvals for Crimson Point Subdivision, a planned development. The 200-acre, 531-lot (190.5-residential, 9.5-commercial) subdivision is located on the west side of Ten Mile between Deer Flat & Ardell.
- B. APPLICATION SUBMITTAL:
The applications for this item were received by the City of Kuna on August 6, 2002.
- C. NOTICE OF PUBLIC HEARING:
Notice of Public Hearing on the application for the Kuna Planning and Zoning Commission was published in accordance for requirements of Title 67, Chapter 65, Idaho Code and the Kuna City ordinances. Notice of this public hearing was mailed to property owners within three hundred feet (300-feet) of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Kuna City Code on August 30, 2002.

Notice of Public Hearing on the application for the Kuna City Council was published in accordance for requirements of Title 67, Chapter 65, Idaho Code and the Kuna City ordinances on October 30, 2002 & November 6, 2002. Notice of this public hearing was mailed to property owners within three hundred feet (300-feet) of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Kuna City Code.

D. COMPREHENSIVE PLAN LAND USE MAP AND ZONING MAP DESIGNATIONS:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
Existing	Low density in the city / 10 acre in the county	RR & RUT	Vacant
Proposed		R-3 & C-1	Residential/Commercial PUD
North of site	County	RR & RUT	Rural residence and Agricultural land
South of site	County	RUT	Rural residence and Agricultural land
East of site	City / County	R-6 / RR	Residences / Rural residence and Agricultural land
West of site	County	RR	vacant

E. SITE DATA:

Total Acreage of Site - 200

Total Number of Lots - 565

Residential - 531

Commercial - 4

Open Space / residential parking lots – approximately 32 acres

F. GENERAL SITE DESIGN FEATURES:

Storm Drainage and Flood Control:

Street drainage plans shall be submitted by the applicant as required by the Subdivision Ordinance. Specific drainage system plans are to be submitted to the City Engineer for review and approval prior to the City Engineer signing the final plat. The plans are to show how swales, or drain piping, will be developed in the drainage easements.

Utility and Drainage Easements, and Underground Utilities:

Kuna City Code section 6-3-8 requires utility easements to be not less than 10-feet wide.

Fire Hydrants and Water Mains:

Hydrants are to be located and installed as required by the Kuna Fire District.

Preservation of Existing Historical Assets:

Staff is not aware of any existing historical assets on the site which would be required to be preserved. If during excavation or development of the site, any historical artifacts are discovered, state law requires immediate notification to the state.

G. STREET DESIGN:

Public Streets: All roadways should be built to ACHD approved standards. Crimson Way to be 29' back-to-back between Deerflat Road and Street B. Street Y to be 29' back to back within a 50' R-O-W. All other local roads to be 36' back-to-back within a 50' R-O-W.

Cul-de-Sac Design: There are no cul-de-sacs in this development

Sidewalks, Curbs and Gutters: To be constructed per City code: 6-4-2-C, 6-4-2-L

Lighting:

Lighting for the proposed public street is required. Location and lighting specifications shall be submitted & approved by the City Planning & Zoning Director prior to the City Engineer signing the final plat.

Street Names:

Street name approval by the Ada County Street Names Committee has not been received to date. Approval from that committee is required prior to final plat approval.

H. PUBLIC USES PROPOSED: Park & School site.

I. AGENCY RESPONSES:

The following agencies have responded and their correspondence is attached. Comments which appear to be of special concern are noted below:

City Engineer: (see attached).
Ada County Highway District
Central District Health Department
Kuna Fire Department
Idaho Power
Boise Project Board of Control

J. LETTERS FROM THE PUBLIC: Pecchenino, David & Ruth Howard, Willis & Wendy Carr, Dale Ownby, Arnold Watkins, Forrest McKinnon, Mark & Yvonne Kirkpatrick.

K. KUNA CITY CODE FINDINGS FOR A PLANNED UNIT DEVELOPMENT PRELIMINARY DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT:

1. That the proposed PUD is in the public interest, advances the general welfare of the community and neighborhood, and will not be detrimental to the economic welfare of the community.
2. That the development be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and how such use will not change the essential character of the same area.
3. That the development will not be hazardous or disturbing to existing or future neighborhood uses.
4. That the development does not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

5. That the development will be served adequately by essential public facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools.
6. That the development will not create excessive additional requirements at public cost for public facilities and services.
7. That the development is provided with parks, open areas, areas of special interest, floodplain preservation, and/or other special features which would not typically be provided in a non-PUD proposal.
8. That the vehicular approaches to the property are designed to not create an interference with traffic on surrounding public thoroughfares.
9. That the development will not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.
10. That the proposed development will be harmonious with and in accordance with the general objectives or with any specific objective of the Comprehensive Plan.
11. That the proposed development will be harmonious with and in accordance with the general objectives or with any specific objective of Kuna City Code Title 5.
12. That the benefits, combination of various land uses, and interrelationship with the surrounding area for this proposed development justifies any proposed deviation from any standard district regulations.

In cases of large - scale PUDs (incorporating fifty (50) or more lots or dwelling units):

13. That public services shall be provided to the development including, but not limited to, fire protection, police protection, central water, central sewer, road construction, parks and open space, recreation, maintenance, schools and solid waste collection.
14. That an estimate of the public service costs to provide adequate service to the development has been provided by the developer.
15. That an estimate of the tax revenue that will be generated from the development has been provided by the developer.
16. That suggested public (or private) means of financing the services for the development if the cost for the public services would not be offset by the tax revenue received from the development has been provided by the developer.

For a request of up to 10% of the gross land area to be directed to uses other than residential (i.e.; commercial, industrial, public and quasi public uses that are not allowed in the land use district):

17. That the uses are appropriate with the residential uses.
18. That the uses will serve principally the residents of the PUD.

19. That the uses are planned to be an integral part of the PUD.
20. That the uses located and designed to provide direct access to a collector or arterial street.
21. That the proposed street connections will not create congestion or traffic hazards.

In cases where an increase in residential density of up to 15% of the allowable number of dwelling units is requested:

22. **LANDSCAPING - For up to 5%**
That the quality of the designs for landscaping, streetscape, open spaces and plazas, use of existing landscape, pedestrian way treatment, and recreational areas, incorporated into this development, exceed that of a non PUD development.
23. **SITING - For up to 5%**
That the quality of the designs for visual focal points, use of existing features such as topography, view, sun orientation, prevalent wind direction, pedestrian/vehicular circulation pattern, physical environment, variation in building setbacks, and building grouping (such as clustering), incorporated into this development, exceed that of a non PUD development.
24. **DESIGN FEATURES - For up to 5%**
That the quality of the designs for street sections, architectural styles, harmonious use of materials, parking areas broken by landscaping features, and varied use of housing types, incorporated into the development, exceed that of a non PUD development.

STAFF ANALYSIS PROVIDED WITHIN THE STAFF REPORT:

- A. **COMPREHENSIVE PLAN PROVISIONS WHICH ARE OF SPECIAL CONCERN REGARDING THIS PROPOSAL:**
- B. **ZONING ORDINANCE PROVISIONS WHICH ARE OF SPECIAL CONCERN REGARDING THIS PROPOSAL:**

- **KCC Section 5-6-(1-10): SPECIAL USE PERMIT:**
 - A. **Conditions Of Permit:** Upon the granting of a conditional use permit, conditions may be attached to said permit including, but not limited to, those:
 1. Minimizing adverse impact on other development;
 2. Controlling the sequence and timing of development;
 3. Controlling the duration of development;
 4. Assuring that development is maintained properly;
 5. Designating the exact location and nature of development;
 6. Requiring the provision for on-site or off-site public facilities or services; and
 7. Requiring more restrictive standards than those generally required in this Title.
- **KCC Section 5-7-1: PURPOSE "PLANNED UNIT DEVELOPMENTS":**

It shall be the policy to guide a major development of land and construction by encouraging planned unit development (PUD) to achieve the following:

 - A. A maximum choice of living environments by allowing a variety of housing and building types and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and area requirements;
 - B. A more useful pattern of open space and recreation areas and, if permitted as part of the

project, more convenience in the location of accessory commercial uses, industrial uses and services;

C. A development pattern which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation and prevents the disruption of natural drainage patterns;

D. A more efficient use of land than is generally achieved through conventional development resulting in substantial savings through shorter utilities and streets; and

E. A development pattern in harmony with land use density, transportation and community facilities objectives of the Comprehensive Plan.

C. SUBDIVISION ORDINANCE PROVISIONS WHICH ARE OF SPECIAL CONCERN REGARDING THIS PROPOSAL:

D. DEVELOPMENT AGREEMENT PROVISIONS WHICH ARE OF SPECIAL CONCERN REGARDING THIS PROPOSAL:

- ARTICLE II CONDITIONS OF DEVELOPMENT

STAFF RECOMMENDATION PROVIDED WITHIN THE STAFF REPORT:

Staff recommends approval of the conditional use permit, preliminary development plan, and preliminary plat with the site specific conditions of approval and the standard conditions of approval provided within the staff report.

PUBLIC HEARING OF THE COMMISSION:

- A. A public hearing on the applications was held before the Planning and Zoning Commission beginning on September 24, 2002, tabled until October 1, 2002, and continued to November 12, 2002, at which time testimony was taken and the public hearing was closed. The Commission made their recommendation at that time.
- B. Oral testimony in opposition to this proposal was presented to the Planning and Zoning Commission by Bill & Wendy Carr, Forest & Myrna McKinnon, Robert & Marquette Pehrson, Margie & Phil Schroeder, Mary & Robert Hege, Helene & Dennis Wolfram, Rick Morino, Mick & Debi Boone, Brandon Boone, Ruth & David Howard, Chuck Fleenor, Mary Rodrigues, Steve Critcher, DuWaine & Debbie Emmons, Mark Pecchenino.
- C. Oral testimony in favor of this proposal was presented to the Planning and Zoning Commission by Dale Ownby, Arnold Watkins, Glenida Weber, Dan & Becky Bodam, Heidi Carlson, Dave Miller, (other than the applicant/representative).
- D. Oral testimony that was neutral for this proposal was presented to the Planning and Zoning Commission by Steven Ribeiro, Wendy Carr.

COMMISSION DECISION:

The Commission voted 3 to 1 to recommend approval of Crimson Point for re-zone upon annexation with an R-3, a conditional use, preliminary planned unit development plan, and preliminary plat for Crimson Point planned residential and commercial development with the site specific conditions of approval and standard conditions of approval shown within their Findings of Fact and Conclusions of Law document, dated November 12, 2002.

PUBLIC HEARING OF THE COUNCIL:

- A. A public hearing on the application was held before the City Council on November 25, 2003, continued to January 27, 2003, February 10, 2003, February 24, 2003, & March 10, 2003 at which time testimony was taken and the public hearing was closed. The Council made their decision at that time.
- B. Oral testimony in opposition to this proposal was presented to the City Council by Randy Allen, Ruth Howard, Mark Kirkpatrick, Forest McKinnon.
- C. Oral testimony in favor of this proposal was presented to the City Council by Carlson, Dave Miller, Dan Bodam, Dale Ownby, Julie Lynn. (not including the applicant/representative).
- D. Oral testimony that was neutral for this proposal was presented to the City Council by Lavar Thornton, Bill Moore.

COUNCIL DECISION:

The Council voted 4 to 0 to approve Crimson Point for re-zone upon annexation with an R-3 & C-1 zone, a conditional use, preliminary planned unit development plan, and preliminary plat for Crimson Point planned residential and commercial development with the following Planning and Zoning Commission recommended site specific conditions of approval and standard conditions of approval with underline text to be added by the Council and strikethrough text to be deleted by the Council:

SITE SPECIFIC CONDITIONS OF APPROVAL:

- 1. All Commercial property will require a Special Use Permit and Design Review. And shall be limited to the used presented by the developer.
- 2. A dairy disclosure to be signed at the time of purchase and be noticed permanently in the CCR's.
- 3. Potable water lines will be stubbed to the north properties.
- 4. The developer will negotiate locked cluster mailboxes with the postmaster.
- 5. Street Y and Crimson Way (as recommended in the Preliminary Development Plan)are to be 29' back to back within a 50' R-O-W. All other local roads to be 36' back-to-back within a 50' R-O-W.
- 6. The Village:
 - A. Will maintain an additional separate homeowners' assn. to take care of landscaping. The Village lots will be a part of the Crimson Point H.O.A.
 - B. The road with the center parking area is to be 36' back to back within a 50' R-O-W and eliminate the parking.
 - C. 20' alleys
 - D. 15' setback for the garage on the alley side.
 - E. 5,000-sq. ft. minimum lot size.
 - F. 1,350-sq. ft. minimum house size.
- 7. 7,000-sq. ft. minimum residential lot size is required in the development, with the exception of the Village.
- 8. 14,000-sq. ft. minimum on the west, 10,000-sq. ft. minimum on the north, and 7,000-sq.ft. minimum for the rest of the residential lots in the development, with exception of the Village.
- 9. The Commissioners approved the landscape plan for the 21-acre park.
- 10. Architectural review and approval to come before Planning & Zoning at each phase.
- 11. ~~6' solid vinyl fence to be constructed on the north property line to restrict access.~~

and the following additional conditions from City Council:

1. 6ft vinyl fence or an approved alternative fencing material is required along the North property boundary and across the stub streets.
2. The mixed house sizes as presented:
 - Meadows - 25%, 1,200 sq. ft. minimum
 - 50%, 1,350 sq. ft. minimum
 - 25%, 1,600 sq. ft. minimum
 - Village – 1,350 sq. ft. minimum
 - Bluffs – 1,400 SQ. FT. MINIMUM
 - Creekside – 1,800 sq. ft. minimum
 - Transitional – 1,600 sq. ft. minimum
3. All roadways should be built to ACHD approved standards.
4. Resolve the drainage issue to the satisfaction of the City Engineer.
5. A turn lane is required on Ten Mile Rd. at the Crenshaw Street entrance.
6. Alley R-O-W and the pavement widths should be 20'.
7. Add the "Right to Farm" agreement to the CC&R's.
8. Modify Crimson Way to be 29' back-to-back between Deerflat Road and Street B
9. Developer needs to submit a Bridge design to be approved by the Planning and Zoning Director, and build the bridge for access to the park.
10. Irrigation water rights to be annexed to the City Municipal System.
11. All gravity flow irrigation water delivery system not be inhibited.
12. A dairy disclosure is required on the lots abutting the dairy.

These provisions will be based on Plan B. All were in support. Motion Carried.

APPLICABLE LAW

1. The request was determined to be appropriate for processing even though a portion of the property is outside of the current area of impact and does not have a zoning designation assigned to it in the adopted Comprehensive Plan.

2. Applications for annexations are governed by provisions of Chapter 13 of Title 5 of the Kuna City Code. Applications for subdivisions are governed by provisions of Title 6 of the Kuna City Code.

STANDARD CONDITIONS OF APPROVAL:

1. The applicant shall comply with all requirements of the Ada County Highway District and/or the Idaho Transportation Department, including but not limited to approval of the drainage system, curbs, gutters, streets and sidewalks.
2. Correct street names, as approved by the Ada County Street Name Committee, shall be placed on the plat prior to the City Engineer signing the final plat.
3. Complete water and sewer system construction plans shall be reviewed and approved by the City Engineer. Required improvements shall include, but not be limited to, extending all utilities to the platted property. The developer may submit a letter in lieu of plans explaining why plans may not be

necessary.

4. Idaho Department of Health & Welfare approval of the sewer and water facilities is required prior to the City Engineer signing the final plat (I.C. Title 50, Chapter 13 and I.C. 39-118).
5. Written approval of all well water for any shared or commercial well shall be obtained from the Idaho Department of Water Resources prior to the City Engineer signing the final plat.
6. Wet line sewers will be required and the applicant will be required to furnish the City Engineer with a letter from the sewer entity serving the property, accepting the project for service, prior to the City Engineer signing the final plat (B.C.C. 9-20-8.4)
7. Per Idaho Code, Section 31-3805, concerning irrigation rights, transfer and disclosure, the water rights appurtenant to the lands in said subdivision which are within the irrigation entity will be transferred from said lands by the owner thereof; or the subdivider shall provide for underground title or other like satisfactory underground conduit to permit the delivery of water to those landowners within the subdivision who are also within the irrigation entity.

See Kuna City Code Section 7-5-16 which provides overriding and additional specific criteria for pressurized irrigation facilities.

Plans showing the delivery system must be approved by a registered professional engineer and shall be approved by the City Engineer prior to the City Engineer signing the final plat.

8. The applicant shall submit a letter from the appropriate drainage entity approving the drainage system and/or accepting said drainage; or submit a letter from a registered professional engineer certifying that all drainage shall be retained on-site prior to the City Engineer signing the final plat. A copy of the construction drawing(s) shall be submitted with the letter.
9. Drainage system plans shall be submitted to the City Engineer for review and approval prior to the City Engineer signing the final plat. The plans shall show how swales, or drain piping, will be developed in the drainage easements. The approved drainage system shall be constructed, or a performance bond shall be submitted to the City Clerk, prior to the City Engineer signing the final plat. The CC&R's shall contain clauses to be reviewed and approved by the City Engineer and the Planning & Zoning Director, prior to the City Engineer signing the final plat, requiring that lots be so graded that all runoff runs either over the curb, or to the drainage easement, and that no runoff shall cross any lot line onto another lot except within a drainage easement.
10. No ditch, pipe or other structure or canal, for irrigation water or irrigation waste water owned by an organized irrigation district, canal company, ditch association, or other irrigation entity, shall be obstructed, routed, covered or changed in any way unless such obstruction, rerouting, covering or changing has first been approved in writing by the entity. A Registered Engineer shall certify that any ditch rerouting, piping, covering or otherwise changing the existing irrigation or waste ditch (1) has been made in such a manner that the flow of water will not be impeded or increased beyond carrying capacity of the downstream ditch; (2) will not otherwise injure any person or persons using or interested in such ditch or their property; and (3) satisfied the Idaho Standards for Public Works Construction. A copy of such written approval and certification shall be filed with the construction drawing and submitted to the City Engineer prior to the City Engineer signing the final plat.
11. Street light plans shall be submitted and approved as to the location, height and wattage to the City

Planner prior to the City Engineer signing the final plat. All construction shall comply with the City's specifications and standards.

The applicant shall delineate on the face of the final plat an easement, acceptable to the City Engineer, for the purpose of installing and maintaining street light fixtures, conduit and wiring lying outside any dedicated public right-of-way, prior to the City Engineer signing the final plat.

12. The applicant shall provide utility easements as required by the public utility providing service, and as may be required by the Kuna City Code, prior to the City Engineer signing the final plat.
13. An approval letter from the Kuna Fire Department shall be submitted to the City prior to the City Engineer signing the final plat. The letter shall include the following comments and minimum requirements, and any other items of concern as may be determined by the Kuna Fire Department officials:
 - a. The applicant has made arrangements to comply with all requirements of the Fire Department.
 - b. The proposed fire hydrant locations shall be reviewed and be approved in writing by the Kuna Fire Department prior to the City Engineer signing the final plat.
 - c. Minimum flow per hydrant shall be 1,000 gallons per minute for one and two family dwellings, 1,500 gallons per minute for dwellings having a fire area in excess of 3,600 square feet, and 1,500 gallons per minute for non-residential uses (i.e.; Commercial, Industrial, Schools, etc.). Flow rates shall be inspected in accordance with all agencies having jurisdiction, and shall be verified in writing by the Kuna Fire Department prior to issuance of any building permits.
 - d. The proposed fire protection system shall be reviewed and approved by the Kuna Fire Department prior to issuance of a building permit.
14. Covenants, homeowner's association by-laws or other similar deed restrictions, acceptable to the Kuna Planning & Zoning Director which provide for the use, control and mutual maintenance of all common areas, storage facilities, recreational facilities, street lights or open spaces shall be reviewed and approved by the Kuna Planning & Zoning Director prior to the City Engineer signing the final plat.

A restrictive covenant must be recorded and a note on the face of the final plat is required, providing for mutual maintenance and access easements.

Appropriate papers describing decision-making procedures relating to the maintenance of structures, grounds and parking areas shall be reviewed by the Kuna Planning & Zoning Director prior to the City Engineer signing the final plat.
15. Should the homeowner's association be responsible for the operation and maintenance of the storm drainage facilities, the covenants and restrictions, homeowner's association by-laws or other similar deed restrictions acceptable to the Kuna Planning & Zoning Director shall be reviewed by the Kuna Planning & Zoning Director prior to the City Engineer signing the final plat.
16. Conservation, recreation and river access easements (if applicable) shall be approved by the Kuna City Council and shall be shown on the final plat prior to approval of the final plat by the City Council.
17. The applicant shall place a note on the face of the plat which states: "Minimum building setback lines

shall be in accordance with the applicable zoning and subdivision regulations at the time of issuance of the building permit or as specifically approved and/or required".

18. The Americans with Disabilities Act, Uniform Building Code, Kuna City Code, Kuna Comprehensive Plan, and all applicable County, State and Federal Codes and Regulations shall be complied with. All design and construction shall be in accordance with all applicable City of Kuna Codes unless specifically approved by the Commission and/or Council.
19. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of the City of Kuna. The burden shall be upon the applicant to obtain written confirmation of any change from the City of Kuna.
20. No public board, agency, commission, official or other authority shall proceed with the construction of or authorize the construction of any of the public improvements required by the Kuna City Code Title 6 "Subdivision Regulations" until the final plat has received the approval of the City Council (KCC 6-2-4).

After Council approval of the final plat, the applicant may construct any approved improvements before the City Engineer signs the final plat. The applicant shall provide a financial guarantee of performance in the amount of 150% of the total estimated cost for completing any required improvements prior to the City Engineer signing the final plat. The financial guarantee shall be a Letter of Credit, Certificate of Deposit, cash deposit or certified check.

21. In accordance with Kuna City Code, failure to obtain a recorded final plat for the subdivision within one year following City Council approval shall cause this approval to be null and void, unless a time extension is granted by the City Council.
22. Prior to submitting the final plat for recording, the following must provide endorsements or certifications: Owners or dedicators, Registered Land Surveyor, County Engineer, Central District Health Department, Ada County Treasurer, Ada County Highway District Commissioners, City Engineer, and City Clerk.
23. The City's actions on the application does not grant the applicant any appropriation of water or interference with existing water rights. The applicant indemnifies and holds the City harmless for any and all water rights, claims in any way associated with this application.

CONCLUSIONS OF LAW:

1. The application for this item was received by the City of Kuna on August 6, 2002.
2. Notice of Public Hearing on the application for the Kuna Planning and Zoning Commission was published in accordance for requirements of Title 67, Chapter 65, Idaho Code and the Kuna City ordinances on September 4, 2002 & September 11, 2002. Notice of this public hearing was mailed to property owners within three-hundred feet (300-feet) of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Kuna City Code on August 30, 2002. Requests for agencies' reviews were transmitted on August 7, 2002, in accordance with the requirements of the Kuna City Code.

Notice of Public Hearing on the application for the Kuna City Council was published in accordance for

requirements of Title 67, Chapter 65, Idaho Code and the Kuna City ordinances on October 30, 2002 & November 6, 2002. Notice of this public hearing was mailed to property owners within three-hundred feet (300-feet) of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Kuna City Code on October 29, 2002 & October 22, 2002.

3. In accordance with Kuna City Code findings for re-zone upon annexation, a conditional use permit, preliminary planned unit development plan and preliminary plat, the Kuna City Council makes the following conclusions for approval for Crimson Point planned residential and commercial development as proposed with the conditions recommended herein:

1. That the proposed PUD is in the public interest, advances the general welfare of the community and neighborhood, and will not be detrimental to the economic welfare of the community because;
2. That the development be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and how such use will not change the essential character of the same area because;

All property owners will be required to join an Owners Association which will also be responsible for maintenance of the common areas and the community facilities from owner fees and assessments.

3. That the development does not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors because;
4. That the development will be served adequately by essential public facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools because;

All central services are available to be extended into the site. Development of sewer, water, drainage, streets and other urban services will be provided at the developer's expense.

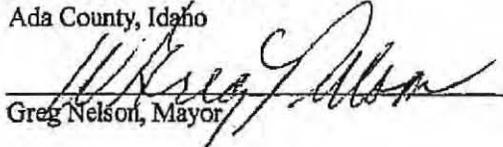
5. That the development will not create excessive additional requirements at public cost for public facilities and services because;

All public facilities and services are supplied by the developer and must be approved at the time of installation and before acceptance by the sewer, water or highway district. Because the developer provides the services in the initial stages of development the public service providers avoid potential liability and expenses.

6. That the proposed development will be harmonious with and in accordance with the general objectives or with any specific objective of the Comprehensive Plan.
7. That the proposed development will be harmonious with and in accordance with the general objectives or with any specific objective of Kuna City Code Title 8.
8. That the benefits, combination of various land uses, and interrelationship with the surrounding area for this proposed planned unit development justifies any proposed deviation from any standard district regulations.

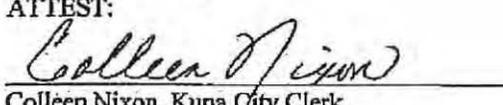
DATED this 28th day of April, 2003.

CITY COUNCIL
OF THE CITY OF KUNA
Ada County, Idaho



Greg Nelson, Mayor

ATTEST:

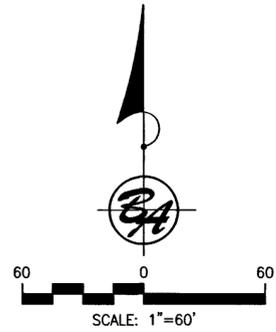


Colleen Nixon, Kuna City Clerk

Crimson Point Subdivision No. 7

A portion of the south half of the southwest quarter of Section 15, Township 2 North,
Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2016

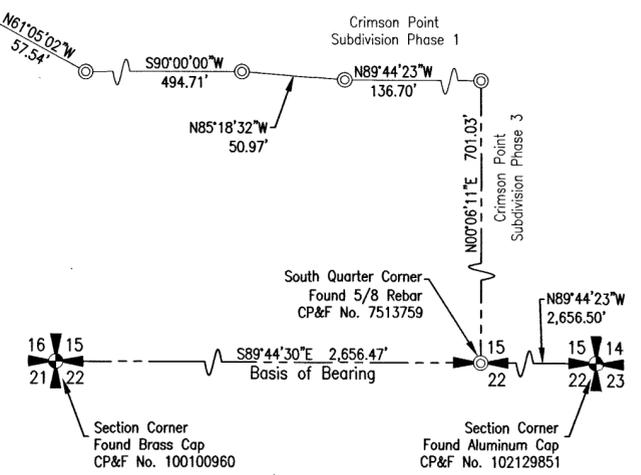


Legend

- Subdivision boundary
- Lot line
- Adjoining property line
- Section line
- Street centerline
- 10-foot wide pressure irrigation easement
- 3-foot wide ACHD sidewalk easement
- Found monument, type noted
- Found 5/8" pin, unless otherwise noted
- Found 5/8" pin reference monument
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"



Unplatted
 Found 5/8" pin, reset with
 5/8"x30" iron pin with plastic
 cap labeled "B&A LS 4116"



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



Crimson Point Subdivision No. 7

A portion of the south half of the southwest quarter of Section 15, Township 2 North,
Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2016

Notes

- Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
- All references to Homeowners' Association hereon are to the Crimson Point Subdivision No. 7 Homeowners' Association and the owners of the lots, within said subdivision, jointly.
- Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lot 12, Block 9 is a common area lot to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
- No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
- All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- A 10-foot wide public utilities, property drainage, and irrigation easement is hereby designated adjoining all public rights-of-ways and the exterior boundary of this subdivision.
- A 10-foot wide utilities, property drainage, and irrigation easement is hereby designated centered on interior lot lines, and adjoining all rear lot lines.
- Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
- This development recognizes Idaho Code Section §22-4503, 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 non-agricultural 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."

Curve Table

Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C1	027°19'48"	540.00'	257.58'	S09°01'12"E	255.14'
C2	006°57'20"	540.00'	65.55'	S01°10'02"W	65.51'
C3	020°22'29"	540.00'	192.03'	S12°29'52"E	191.02'
C4	007°07'44"	960.00'	119.44'	N19°07'14"W	119.37'
C5	002°46'13"	960.00'	46.42'	N21°18'00"W	46.41'
C6	004°21'31"	960.00'	73.03'	N17°44'08"W	73.01'
C7	002°10'49"	1,040.00'	39.58'	S16°38'47"E	39.57'
C8	013°03'06"	800.00'	182.23'	S80°58'11"W	181.84'
C9	084°32'57"	45.00'	66.40'	N45°13'15"E	60.54'
C10	008°56'05"	1,810.00'	282.26'	S07°24'49"W	281.97'
C11	008°01'54"	1,810.00'	253.72'	S06°57'44"W	253.51'
C12	000°54'12"	1,810.00'	28.54'	S11°25'46"W	28.54'
C13	009°08'11"	300.00'	47.84'	N83°07'17"E	47.79'
C14	022°25'28"	125.00'	48.92'	S89°45'56"W	48.61'
C15	001°41'12"	515.00'	15.16'	S03°48'06"W	15.16'
C16	027°19'48"	565.00'	269.50'	S09°01'12"E	266.96'
C17	008°42'51"	565.00'	85.93'	S00°17'17"W	85.85'
C18	009°50'17"	565.00'	97.01'	S08°59'17"E	96.89'
C19	008°46'41"	565.00'	86.56'	S18°17'46"E	86.48'
C20	015°06'21"	515.00'	135.78'	S15°07'55"E	135.39'
C21	009°54'19"	515.00'	89.03'	S12°31'54"E	88.92'
C22	005°12'02"	515.00'	46.74'	S20°05'05"E	46.73'
C23	000°16'20"	985.00'	4.68'	N22°32'56"W	4.68'
C24	007°07'44"	935.00'	116.33'	N19°07'14"W	116.26'
C25	000°43'37"	935.00'	11.86'	N22°19'18"W	11.86'
C26	006°24'07"	935.00'	104.47'	N18°45'26"W	104.42'
C27	003°05'56"	1,065.00'	57.60'	S17°06'20"E	57.59'
C28	001°12'20"	1,015.00'	21.36'	S16°09'32"E	21.36'
C29	013°03'06"	775.00'	176.54'	S80°58'11"W	176.16'
C30	001°29'57"	775.00'	20.28'	S75°11'37"W	20.28'
C31	005°54'09"	775.00'	79.84'	S78°53'40"W	79.80'
C32	005°38'59"	775.00'	76.42'	S84°40'14"W	76.39'
C33	013°03'06"	825.00'	187.93'	S80°58'11"W	187.52'

Line Table

Line	Bearing	Distance
L1	S4°38'42"W	29.01'
L2	S4°38'42"W	37.92'
L3	S4°38'42"W	20.10'
L4	S44°31'15"E	30.10'
L5	N39°54'00"E	30.10'
L6	S63°55'04"E	29.55'
L7	S28°40'49"W	29.87'
L8	S34°43'54"E	24.01'
L9	S56°25'46"W	24.05'
L10	S5°03'14"W	20.49'

Reference Documents

- Subdivision Plats
 - Crimson Point Subdivision No. 1 - Book 40, Page 10621
 - Crimson Point Subdivision No. 3 - Book 93, Page 11252

- Records of Survey
 - ROS No. 6130



B&A Engineers, Inc.

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



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

PLZ

7A
16-02-FP
40 of 40

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@cityofkuna.com

MEMORANDUM

TO: David Crawford
B&A Engineers, Inc.

FROM: Gordon N. Law
Kuna City Engineer

RE: Crimson Point No. 7
Record Drawing Review and Approval

DATE: February 5, 2016

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

If there are any questions please call 287-1727.

Cc: Kuna Planning and Zoning Dept.





City of Kuna

City Council Staff Report

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

To: Kuna City Council

Case Number: 16-03-FP – Final Plat; Deserthawk No. 2 Subdivision

Location: Near the South West Corner (SWC) of Ten Mile and Sunbeam Roads; Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: February 16, 2016

Applicant: B&A Engineers, **David Crawford**
5505 W. Franklin Rd.
Boise, ID, 83705
208.343.3381
dacrawford@baengineers.com

Representative: CBH, **Corey Barton Homes**
1977 E. Overland Road
Meridian, ID 83642
208.288.5561

A. General Project Facts, Staff Analysis:

1. The applicant is requesting final plat approval for *Deserthawk Subdivision No.2*. The final plat for Deserthawk Subdivision No.2 proposes 41 residential lots and one (1) common lot.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Deserthawk Subdivision No.2. This proposed final plat is in substantial conformance with the approved preliminary plat.

B. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.

C. Site Location Maps:



Google earth
© COPYRIGHTED

D. Staff Analysis:

1. After staffs review, the proposed final plat appears to be in substantial conformance with the approved preliminary plat for the Deserthawk No. 2 Subdivision.
2. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer's signature on the final plat Mylar.
3. All fees must be paid prior to requesting City's signature on the plat.
4. Staff notes a small number of corrections needed on the final plat to be compliant with Kuna's standards.
 - a. It is recommended that the applicant amend the notes to conform to Kuna's standard notes – Standard notes were sent to applicant.
 - b. There are a few additional cosmetic changes to the plat, and were sent to the applicant.

E. Proposed Decisions by the Council:

Note: This proposed motion is for approval or denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report, the case file and any discussion at the public meeting with the Council of Kuna, Idaho, hereby (approves/denies) Case No. 16-03-FP, a final plat request by David Crawford with B&A Engineers and CBH Homes; with the following conditions of approval:

1. The applicant shall adhere to all agency and staff recommendations.
2. Applicant shall follow all Kuna rural fire district standards.
3. The applicant shall comply with all federal, state and local laws.

VICINITY MAP



W Kuna Rd

W

St

S Yankee Rock Ave

S Ten Mile Rd

S Wagontown Ave

S San Mateo Ave

S Hayward Ave

W Potosi Way

W Oakley Way

S Refort Ave

S Rocker Ave

W Kerf St

S Whim Ave

W Caspian St

S Whitehorse Ave

S Stibnite Ave

W Canube St

W Afton St

W Sunbeam St

S Thar Ave

W Sahara Dr

W Stony Desert St

Project Site

Legend

-  PARCEL LINES selection
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

AERIAL MAP



S Kalahari Ave

W. Stony Desert St

S. Red Sand St

Project Site

Legend

-  PARCEL LINES selection
-  PARCEL LINES
-  ROADS



N. S. ...

S Main Ave

S Main Mile Rd



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

Letter Of Transmittal

Date: January 15, 2015

To: **Troy Behunin**
City of Kuna
763 W. Avalon
Kuna, Id. 83634

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

Re: Deserthawk No. 2 Subdivision - Final Plat

Troy,

Please find attached the final plat application for Deserthawk No. 2 Subdivision.

Please let us know what fees may be required for this application and we will get it over to you.

Based on the attached information contained within the conditions of approval we believe that the final plat is in substantial conformance with the approved preliminary plat.

All the construction for the required improvements has been completed in substantial conformance with the approved plans and specifications.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'David Crawford', is written over a horizontal line.

David Crawford
B&A Engineers, Inc.

RECEIVED
1/15/16



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

For Office Use Only	
File Number (s)	16. -03- FP
Project name	DESERTHAWK NO. 2
Date Received	1.15.2016
Date Accepted/ Complete	2.4.2016
Cross Reference Files	10-03-5
Commission Hearing Date	N/A
City Council Hearing Date	FEB. 16. 2016

Contact/Applicant Information

Owners of Record: <u>DBTV Deserthawk Farm, LLC.</u>	Phone Number: _____
Address: <u>209 W. Main St.</u>	E-Mail: _____
City, State, Zip: <u>Boise, ID 83702</u>	Fax #: _____
Applicant (Developer): <u>David Crawford</u>	Phone Number: <u>208-343-3381</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: <u>208-342-5792</u>
Engineer/Representative: <u>B & A Engineers, Inc.</u>	Phone Number: _____
Address: <u>Same as Applicant</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>W. Sunbeam St. Kuna City</u>
Site Location (Cross Streets): <u>W. Sunbeam St. & S. Ten Mile Rd.</u>
Parcel Number (s): <u>R7321000630</u>
Section, Township, Range: <u>S27, T2N, R1W</u>
Property size : <u>8.63 Acres</u>
Current land use: <u>Residential</u> Proposed land use: <u>N/A</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>N/A</u>

Project Description

Project / subdivision name: Deserthawk Subdivision No. 2
 General description of proposed project / request: Final plat for Deserthawk Subdivision No. 2

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

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No
 Please describe the existing buildings: _____
 Any existing buildings to remain? Yes No
 Number of residential units: _____ Number of building lots: _____
 Number of common and/or other lots: _____
 Type of dwellings proposed:
 Single-Family _____
 Townhouses _____
 Duplexes _____
 Multi-Family _____
 Other _____

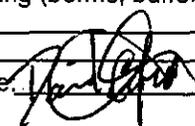
Minimum Square footage of structure (s): _____
 Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
 Percentage of open space provided: _____ Acreage of open space: _____
 Type of open space provided (i.e. landscaping, public, common, etc.): _____

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: _____

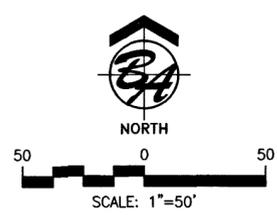
Proposed Lighting: _____
 Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature:  - B&A Engineers, Inc. Date: 1/15/16

Deserthawk Subdivision No. 2

A resubdivision of a portion of Lots 10, 11, 12, and 21 of Rader and Kroeger's Subdivision situate in the north half of the southeast quarter of Section 27, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2016



Center Quarter Corner
Found 5/8" pin
CP&F No. 9142691
Northwest corner of Deserthawk
Subdivision No. 1

East Quarter Corner
Found Aluminum Cap
CP&F No. 104014757

South Ten Mile Road
Basis of Bearing

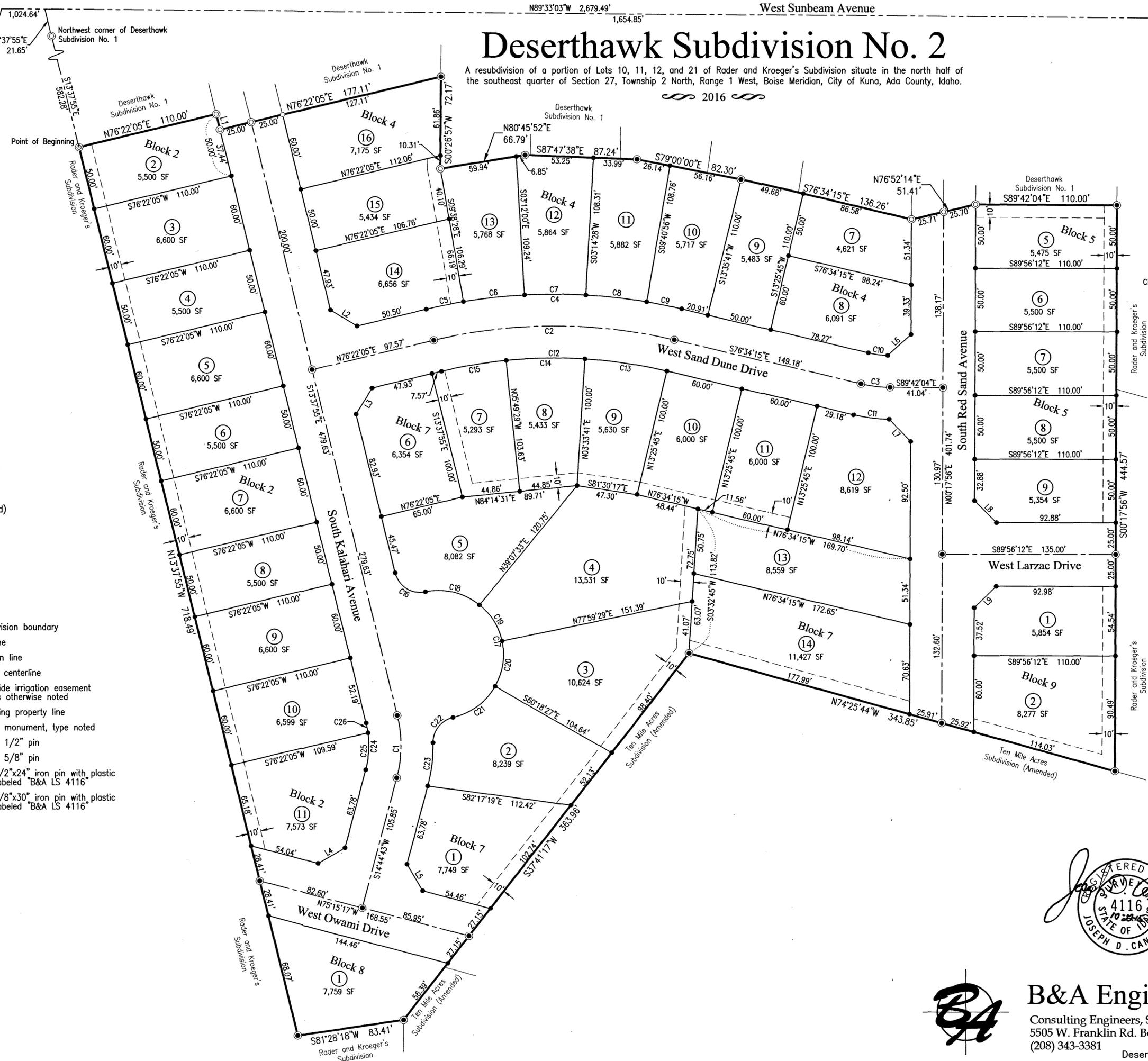
Section Corner 27 26
Found Brass Cap
CP&F No. 9324556 34 35

Reference Documents

- Subdivision Plats
 - Rader & Kroeger's Subdivision
 - Deserthawk Subdivision No. 1
 - Ten Mile Acres Subdivision (Amended)

Legend

- Subdivision boundary
- Lot line
- Section line
- Street centerline
- 10' wide irrigation easement
Unless otherwise noted
- Adjoining property line
- Found monument, type noted
- Found 1/2" pin
- Found 5/8" pin
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"



B&A Engineers, Inc.

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

Deserthawk Subdivision No. 2

A resubdivision of a portion of Lots 10, 11, 12, and 21 of Rader and Kroeger's Subdivision situate in the north half of the southeast quarter of Section 27, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2016

Notes

- Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(b). All lots within this subdivision will be entitled to irrigation rights through New York Irrigation District, and will be obligated for assessments from the City of Kuna.
- All references to Homeowners' Association hereon are to the Deserthawk Subdivision No. 2 Homeowners' Association and the owners of the lots, within said subdivision, jointly.
- Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lot 1, Block 8 is a common area lot to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
- Lot 1, Block 8 is subject to a blanket irrigation easement to benefit the City of Kuna for the maintenance of irrigation facilities.
- No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
- All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- A 10-foot wide public utilities, property drainage, and irrigation easement is hereby designated adjoining all public rights-of-ways and the exterior boundary of this subdivision.
- A 10-foot wide utilities, property drainage, and irrigation easement is hereby designated centered on interior lot lines, and adjoining all rear lot lines.
- Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
- This development recognizes Idaho Code Section §22-4503, 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 non-agricultural 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."

Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	28°22'37"	100.00'	49.53'	N0°33'24"E	49.02'
C2	27°03'39"	400.00'	188.92'	S89°53'55"W	187.17'
C3	13°07'49"	100.00'	22.92'	S83°08'09"E	22.87'
C4	27°03'39"	425.00'	200.73'	S89°53'55"W	198.87'
C5	3°59'26"	425.00'	29.60'	S78°21'49"W	29.60'
C6	6°26'28"	425.00'	47.78'	S83°34'46"W	47.75'
C7	6°26'28"	425.00'	47.78'	N89°58'46"W	47.75'
C8	6°26'28"	425.00'	47.78'	N83°32'18"W	47.75'
C9	3°44'49"	425.00'	27.79'	N78°26'40"W	27.79'
C10	11°34'04"	75.00'	15.14'	S82°21'17"E	15.12'
C11	12°49'38"	125.00'	27.98'	S82°59'04"E	27.93'
C12	27°03'39"	375.00'	177.11'	S89°53'55"W	175.47'
C13	9°52'04"	375.00'	64.58'	N81°30'17"W	64.50'
C14	9°23'10"	375.00'	61.43'	S88°52'06"W	61.36'
C15	7°48'25"	375.00'	51.10'	S80°16'18"W	51.06'
C16	87°59'27"	20.00'	30.71'	S57°37'38"E	27.78'
C17	178°50'56"	50.50'	157.64'	N12°11'54"W	100.99'
C18	50°44'55"	50.50'	44.73'	N76°14'54"W	43.28'
C19	38°51'56"	50.50'	34.26'	N31°26'29"W	33.60'
C20	41°42'04"	50.50'	36.76'	N8°50'31"E	35.95'
C21	47°32'00"	50.50'	41.90'	N53°27'34"E	40.70'
C22	78°11'41"	20.00'	27.30'	S38°07'43"W	25.23'
C23	15°42'50"	125.00'	34.28'	N6°53'18"E	34.17'
C24	28°22'37"	75.00'	37.15'	N0°33'24"E	36.77'
C25	22°24'12"	75.00'	29.33'	N3°32'37"E	29.14'
C26	5°58'26"	75.00'	7.82'	N10°38'42"W	7.82'

Line Table

Line	Bearing	Distance
L1	N13°37'55"W	12.56'
L2	S58°37'55"E	24.14'
L3	S31°22'05"W	24.14'
L4	N59°44'43"E	24.14'
L5	S30°15'17"E	24.14'
L6	N47°56'02"E	24.48'
L7	N43°43'39"W	24.03'
L8	S44°49'08"E	24.16'
L9	S45°10'52"W	24.12'



B&A Engineers, Inc.

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5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



City of Kuna

PO Box 763 ▪ 763 W Avalon St ▪ Phone: 208.922.5274 ▪ www.kunacity.id.gov

MEMORANDM

DATE: February 8, 2016
TO: Planning and Zoning Department
FROM: Wendy I. Howell, PCED
RE: Area of City Impact Boundary

Before the City Council for consideration is the resolution for the Area of City Impact boundary and Future Land Use Map. The Council held a public hearing on December 15, 2015 and approved the map. This resolution is a formality to the approval.

**RESOLUTION NO. R12-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE KUNA CITY COUNCIL KUNA, IDAHO ADOPTING THE AMENDMENT TO THE AREA OF CITY IMPACT BOUNDARY AND THE FUTURE LAND USE MAP FOR THE COMPREHENSIVE PLAN FOR THE CITY OF KUNA, IDAHO; AFFIRMING THAT THE PRESCRIBED NOTICE AND HEARING REQUIREMENTS WERE MET IN ACCORDANCE WITH TITLE 67, CHAPTER 65, IDAHO CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 1979, the Kuna City Council adopted its defined Area of City Impact for the City of Kuna, Idaho by Resolution Number 257; and

WHEREAS, on January 8, 1980, the Kuna City Council established the boundary of the Kuna Area of City Impact for the City of Kuna, Idaho by Resolution Number 256; and

WHEREAS, on January 16, 2007, the Kuna City Council adopted the Future Land Use Map for the Comprehensive Plan for City of Kuna, Idaho by Resolution Number R1-2007; and

WHEREAS, on September 1, 2009, the Kuna City Council approved the Future Land Use Map for the Comprehensive Plan for the City of Kuna, Idaho and the Kuna City Council approved the Findings of Fact on October 6, 2009; and

WHEREAS, on January 19, 2010, the Kuna City Council approved the Future Land Use Map for the Comprehensive Plan for the City of Kuna, Idaho and the Kuna City Council approved the Findings of Fact on February 16, 2010; and

WHEREAS, on December 21, 2010, the Kuna City Council approved an amendment the Future Land Use Map for the City of Kuna, Idaho; and

WHEREAS, during several workshops commencing in 2008 through 2015, the City of Kuna, Idaho prepared to revise its Future Land Use Map. The Future Land Use Map was prepared for submission and processing to the Kuna Planning and Zoning Commission as provided for in Idaho Code §67-6509 et. seq.; and

WHEREAS, on November 4, 2015, pursuant to Kuna City Code 5-1A-3-B and Idaho Code §67-6509(a) the City of Kuna, Idaho provided notice to the agencies and political subdivisions regarding the public hearing scheduled for November 18, 2015 before the Kuna Planning and Zoning Commission to review the Area of City Impact Map; and

WHEREAS, on November 4, 2015 and November 11, 2015 pursuant to Kuna City Code 5-1A-4-D2 and Idaho Code §67-6509(a) the City of Kuna, Idaho caused to be published in the Kuna Melba News, legal notice of the public hearing scheduled for November 18, 2015 to consider the Area of City Impact Map; and

WHEREAS, on November 18, 2015, pursuant to Idaho Code §67-6509(a), the Kuna Planning and Zoning Commission conducted its public hearing to consider the Area of City Impact Map, after providing legal notice, transmitting notice to jurisdictions, agencies and entities, to consider a recommendation for adoption of the Area of City Impact Map for the City of Kuna, Idaho to the Kuna City Council; and

WHEREAS, on November 18, 2015, pursuant to Idaho Code § 67-6509(a), the Kuna Planning and Zoning Commission recommended approval to the Area of City Impact Map to the Kuna City Council; and

WHEREAS, on November 20, 2015, pursuant to Kuna City Code 5-1A-3-B and Idaho Code §67-6509(b) the City of Kuna, Idaho provided notice of the public hearing scheduled for December 15, 2015 before the Kuna City Council to the agencies and political subdivisions to review the Area of City Impact Map; and

WHEREAS, on November 25, 2015 and December 2, 2015, pursuant to Kuna City Code 5-1A-4-D2 and Idaho Code §67-6509(b) the City of Kuna, Idaho caused to be published in the Kuna Melba News, legal notice to of the public hearing scheduled before the Kuna City Council on December 10, 2015 to review the updates and amendments to the Comprehensive Plan; and

WHEREAS, on December 15, 2015, pursuant to Idaho Code §67-6509(b), the Kuna City Council conducted its public hearing, after providing legal notice, transmitting notice to jurisdictions, agencies and entities to consider approval of the Area of City Impact Map; and

WHEREAS, on December 15, 2015, after due consideration, the Kuna City Council approved the AREA OF CITY IMPACT MAP FOR THE CITY OF KUNA, IDAHO.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO:

The City Council hereby adopts the AREA OF CITY IMPACT BOUNDARY AND THE FUTURE LAND USE MAP FOR THE COMPREHENSIVE PLAN OF KUNA, IDAHO, attached hereto as **Exhibit A**.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of February, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of February, 2016.

Joe L. Stear, 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: 2016 PI Projects
Approval of Bid Results

DATE: February 11, 2016

REQUEST: **Approve Resolution for Award of Bid**

On February 10, 2016, bids were opened for the construction of a pressure irrigation main in N. Ten Mile Road W. Hubbard Road and Goiri Street. The results of the bidding are as follows:

1. Thueson Construction, Inc.	\$298,308.80
2. Qwyhee Construction, Inc.	\$321,116.00
3. Knife River Corp.	\$335,404.00
4. Blue Sky Construction	\$342,035.40
5. Big Bite	\$347,210.40
6. American General Const.	\$408,770.00
7. Anderson & Wood Const.	\$453,831.21
8. Dahle Construction	\$478,607.00
9. L2 Excavation, Inc.	\$10,611,451.00
10. Schmidt Construction	\$20,652,341.00

The apparent low bid at the bid opening was Schmidt Construction in the amount of \$297,340.50. In reviewing the accuracy of the submittal it was found that a substantial mathematical or clerical mistake was made and the corrected bid was in excess of \$20 million.

The new low bid submittal (Thueson Construction) was reviewed and found to be responsive to the Bid Instructions and **it is recommended the new low bidder is awarded the contract for the work.** A resolution is attached, which if approved, will adopt the recommendation.

Protest and Anomalies in Bid Process

Four bidders submitted bids with clerical or mathematical mistakes. The four bids were corrected as directed in the Instructions to Bidders resulting in a new "low bidder". The original apparent low bidder, new low bidder and the City Attorney were all notified of the anomaly.

Available Funds

Different portions of the project are budgeted from either the PI Fund or the Water Fund. Available budgeted funds for this project are summarized as follows:

1. Old Town PI Line	\$131,750	PI Fund
2. Hubbard PI Line	\$121,425	PI Fund
3. Orchard PI Line	\$ 35,000	PI Fund
4. Goiri PI Line	\$ 85,000	Water Fund
5. Contingency (Less Previous commitments)	\$200,000	Water Fund
6. Contingency (Less Previous commitments)	\$150,000	PI Fund
TOTAL AVAILABLE	\$723,175	

Attachments: Resolution
Abstract of Bids
Bid Results at Opening

**RESOLUTION NO. R13-2016
CITY OF KUNA, IDAHO**

RESOLUTION AWARDING BID FOR THE 2016 PRESSURE IRRIGATION PROJECT TO THUESON CONSTRUCTION, INC. IN THE AMOUNT OF \$298,308.80; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER AND IRRIGATION FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

WHEREAS, City of Kuna, Idaho has received bids for the 2016 PI Main Project; and

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

WHEREAS, the bid submitted by THUESON CONSTRUCTION, INC. is responsive to the bid requirements:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of bid to THUESON CONSTRUCTION, INC. in the amount of two hundred ninety-eight thousand three hundred eight and 80/100 dollars (\$298,308.80) for the project;

BE IT FURTHER RESOLVED that Mayor and Council directs the expenditure of available funds from the Water and Irrigation Funds for said project; and

BE IT FURTHER RESOLVED that the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said bidder for the Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and directs that copies of signed bids of successful bidder is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 16th day of February, 2016.

APPROVED BY THE MAYOR of Kuna this 16th day of February, 2016.

Joe L. Stear, Mayor

ATTEST: _____
Chris Engels, City Clerk

3.02

2016 PI PROJECT
BID OPENING RESULTS - KNWWTP
FEBRUARY 10, 2016 : 3:00 P.M.

MODERATOR:

WITNESS:

BID NO.	SCHEDULE	BID BOND	SIGNED	ADDEND. ACKN.	CONTRACTOR	BID AMOUNT
1	A	YES	YES	—	THUESON CONSTRUCTION (REP)	\$ 298,308.80
2	A	YES	YES	—	BIG BITE CONSTRUCTION (REP)	\$ 347,210.40
3	A	YES	YES	—	L2 CONSTRUCTION (REP)	\$ 352,531.10
4	A	YES	YES	—	AMERICAN GEN. CONTRACTOR INC. (REP)	\$ 409,820.00
5	A	YES	YES	—	SCHMIDT CONST (REP)	\$ 297,340.50
6	A	YES	YES	—	ANDERSON & WOOD CONST. (REP)	\$ 453,831.21
7	A	YES	YES	—	DAHEE CONST. (REP)	\$ 478,607.00
8	A	YES	YES	—	OWYHEE CONST.	\$ 321,116.00
9	A	YES	YES	—	BLUE SKY CONST.	\$ 354,934.00
10	A	YES	YES	—	KNIFE RIVER CORP. (REP)	\$ 335,404.00
11	A					
12	A					
13	A					
14	A					
15	A					
16	A					
17	A					
18	A					
19	A					
20	A					
21	A					
22	A					
23	A					
24	A					
25	A					

*

BID ABSTRACT - 2016 PI PROJECT

ITEM	TASK	QTY	UNIT	THUESON		OWYHEE		KNIFE RIVER		BLUE SKY	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2010.4.1.A.1	Mobilization (10% max)	1	LS	8,460.00	8,460.00	20,000.00	20,000.00	27,000.00	27,000.00	15,600.00	15,600.00
1103.4.1.A.1	Construction Traffic Control	1	LS	12,700.00	12,700.00	14,000.00	14,000.00	8,000.00	8,000.00	15,000.00	15,000.00
1001.4.1.A.1	Sediment Control	4072	LF	0.75	3,054.00	1.00	4,072.00	1.00	4,072.00	3.00	12,216.00
302.4.1.A.1	Rock Excavation	680	CY	100.00	68,000.00	150.00	102,000.00	99.00	67,320.00	60.50	41,140.00
306.4.1.D.1	Imported Trench Backfill	200	CY	12.00	2,400.00	16.00	3,200.00	15.00	3,000.00	15.12	3,024.00
307.4.1.A.1	Misc Surf. Restore - Landscape	39	LF	41.00	1,599.00	16.00	624.00	35.00	1,365.00	5.00	195.00
307.4.1.A.7	Misc Surf. Restore - Nat. Ground	30	LF	20.00	600.00	1.00	30.00	4.00	120.00	5.00	150.00
307.4.1.F.1	Type "P" Surf. Restore - Driveway	40	LF	74.00	2,960.00	14.00	560.00	36.00	1,440.00	65.25	2,610.00
307.4.1.H.1	Type "P" Surf. Restore	986	SY	28.50	28,101.00	16.00	15,776.00	35.00	34,510.00	44.00	43,384.00
706.4.1.A.7	Curb and Gutter Repair	2	LF	395.00	790.00	250.00	500.00	150.00	300.00	25.00	50.00
706.4.1.E.1	Concrete Sidewalk Repair	6	SY	175.00	1,050.00	150.00	900.00	60.00	360.00	100.00	600.00
901.4.1.A.1	12" PVC PI Main - C-900, DR 18	2916	LF	27.00	78,732.00	25.00	72,900.00	31.00	90,396.00	40.10	116,931.60
901.4.1.A.1	10" PVC PI Main - C-900, DR 18	1119	LF	23.00	25,737.00	22.00	24,618.00	25.00	27,975.00	33.20	37,150.80
901.4.1.A.1	4" PVC PI Main - C-900, DR 18	37	LF	20.00	740.00	50.00	1,850.00	50.00	1,850.00	25.00	925.00
901.4.1.B.1	12" Fittings	18	EA	575.00	10,350.00	600.00	10,800.00	650.00	11,700.00	79.00	1,422.00
901.4.1.B.1	10" Fittings	2	EA	680.00	1,360.00	525.00	1,050.00	500.00	1,000.00	765.00	1,530.00
901.4.1.B.1	4" Fittings	2	EA	282.00	564.00	200.00	400.00	190.00	380.00	570.00	1,140.00
902.4.1.A.1	12" Gate Valves	7	EA	2,445.00	17,115.00	2,000.00	14,000.00	2,100.00	14,700.00	2,346.00	16,422.00
902.4.1.A.1	4" Gate Valves	2	EA	1,055.00	2,110.00	675.00	1,350.00	900.00	1,800.00	721.00	1,442.00
903.4.1.A.1	2" Irrig. Service Connection	3	EA	2,050.00	6,150.00	1,250.00	3,750.00	1,600.00	4,800.00	1,270.00	3,810.00
SP-100	Connect to Exist. PI	4	EA	865.00	3,460.00	1,300.00	5,200.00	2,500.00	10,000.00	720.00	2,880.00
SP-200	Misc Surf. Restore - Shoulder	2740	LF	1.05	2,877.00	2.50	6,850.00	2.00	5,480.00	2.50	6,850.00
SP-300	State Lateral Crossing	1	LS	2,715.00	2,715.00	3,750.00	3,750.00	8,000.00	8,000.00	3,700.00	3,700.00
SP-400	Temporary Pole Support	4	EA	1,310.00	5,240.00	550.00	2,200.00	500.00	2,000.00	750.00	3,000.00
SP-500	Air Release Valves	1	EA	875.00	875.00	900.00	900.00	750.00	750.00	2,040.00	2,040.00
SP-600	Drains	2	EA	1,185.00	2,370.00	1,200.00	2,400.00	1,200.00	2,400.00	1,790.00	3,580.00
SP-700	Ramsey Lateral Crossing	1	LS	665.00	665.00	3,250.00	3,250.00	500.00	500.00	3,150.00	3,150.00
SP-800	Temp Parallel Utility Support	2093	LF	3.60	7,534.80	2.00	4,186.00	2.00	4,186.00	1.00	2,093.00
	TOTAL				298,308.80		321,116.00		335,404.00		342,035.40

BID ABSTRACT - 2016 PI PROJECT

ITEM	TASK	QTY	UNIT	BIG BITE		AMERICAN GENER'L		ANDERSON&WOOD		DAHLE	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2010.4.1.A.1	Mobilization (10% max)	1	LS	25,000.00	25,000.00	35,000.00	35,000.00	39,785.00	39,785.00	13,000.00	13,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	10,200.00	10,200.00	15,000.00	15,000.00	13,840.00	13,840.00	13,750.00	13,750.00
1001.4.1.A.1	Sediment Control	4072	LF	0.50	2,036.00	2.00	8,144.00	4.45	18,120.40	1.50	6,108.00
302.4.1.A.1	Rock Excavation	680	CY	50.00	34,000.00	70.00	47,600.00	80.15	54,502.00	200.00	136,000.00
306.4.1.D.1	Imported Trench Backfill	200	CY	15.00	3,000.00	25.00	5,000.00	32.69	6,538.00	25.00	5,000.00
307.4.1.A.1	Misc Surf. Restore - Landscape	39	LF	23.00	897.00	30.00	1,170.00	391.72	15,277.08	50.00	1,950.00
307.4.1.A.7	Misc Surf. Restore - Nat. Ground	30	LF	5.00	150.00	30.00	900.00	27.25	817.50	10.00	300.00
307.4.1.F.1	Type "P" Surf. Restore - Driveway	40	LF	24.50	980.00	50.00	2,000.00	34.22	1,368.80	25.00	1,000.00
307.4.1.H.1	Type "P" Surf. Restore	986	SY	42.20	41,609.20	28.00	27,608.00	20.56	20,272.16	45.00	44,370.00
706.4.1.A.7	Curb and Gutter Repair	2	LF	350.00	700.00	250.00	500.00	120.66	241.32	200.00	400.00
706.4.1.E.1	Concrete Sidewalk Repair	6	SY	167.00	1,002.00	50.00	300.00	47.99	287.94	200.00	1,200.00
901.4.1.A.1	12" PVC PI Main - C-900, DR 18	2916	LF	37.10	108,183.60	42.00	122,472.00	54.56	159,096.96	46.00	134,136.00
901.4.1.A.1	10" PVC PI Main - C-900, DR 18	1119	LF	27.65	30,940.35	40.00	44,760.00	36.11	40,407.09	43.00	48,117.00
901.4.1.A.1	4" PVC PI Main - C-900, DR 18	37	LF	36.75	1,359.75	50.00	1,850.00	16.83	622.71	50.00	1,850.00
901.4.1.B.1	12" Fittings	18	EA	550.00	9,900.00	800.00	14,400.00	676.80	12,182.40	700.00	12,600.00
901.4.1.B.1	10" Fittings	2	EA	420.00	840.00	700.00	1,400.00	587.02	1,174.04	600.00	1,200.00
901.4.1.B.1	4" Fittings	2	EA	175.00	350.00	500.00	1,000.00	400.46	800.92	400.00	800.00
902.4.1.A.1	12" Gate Valves	7	EA	2,400.00	16,800.00	2,800.00	19,600.00	2,160.68	15,124.76	2,350.00	16,450.00
902.4.1.A.1	4" Gate Valves	2	EA	1,050.00	2,100.00	1,250.00	2,500.00	851.70	1,703.40	1,000.00	2,000.00
903.4.1.A.1	2" Irrig. Service Connection	3	EA	2,898.00	8,694.00	1,800.00	5,400.00	1,301.73	3,905.19	2,700.00	8,100.00
SP-100	Connect to Exist. PI	4	EA	1,000.00	4,000.00	1,250.00	5,000.00	1,212.47	4,849.88	1,500.00	6,000.00
SP-200	Misc Surf. Restore - Shoulder	2740	LF	3.75	10,275.00	2.00	5,480.00	3.29	9,014.60	3.50	9,590.00
SP-300	State Lateral Crossing	1	LS	22,161.00	22,161.00	15,000.00	15,000.00	12,299.20	12,299.20	2,500.00	2,500.00
SP-400	Temporary Pole Support	4	EA	500.00	2,000.00	500.00	2,000.00	218.00	872.00	500.00	2,000.00
SP-500	Air Release Valves	1	EA	750.00	750.00	1,500.00	1,500.00	2,245.98	2,245.98	1,200.00	1,200.00
SP-600	Drains	2	EA	1,200.00	2,400.00	2,000.00	4,000.00	2,550.44	5,100.88	1,400.00	2,800.00
SP-700	Ramsey Lateral Crossing	1	LS	1,650.00	1,650.00	15,000.00	15,000.00	7,939.20	7,939.20	2,000.00	2,000.00
SP-800	Temp Parallel Utility Support	2093	LF	2.50	5,232.50	2.00	4,186.00	2.60	5,441.80	2.00	4,186.00
	TOTAL				347,210.40		408,770.00		453,831.21		478,607.00

BID ABSTRACT - 2016 PI PROJECT

ITEM	TASK	QTY	UNIT	L2		SCHMIDT		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE				
2010.4.1.A.1	Mobilization (10% max)	1	LS	20,600.00	20,600.00	19,900.00	19,900.00		0.00		0.00
1103.4.1.A.1	Construction Traffic Control	1	LS	22,700.00	22,700.00	10,000.00	10,000.00		0.00		0.00
1001.4.1.A.1	Sediment Control	4072	LF	2,520.00	10,261,440	5,000.00	20,360,000		0.00		0.00
302.4.1.A.1	Rock Excavation	680	CY	88.50	60,180.00	90.00	61,200.00		0.00		0.00
306.4.1.D.1	Imported Trench Backfill	200	CY	12.20	2,440.00	15.20	3,040.00		0.00		0.00
307.4.1.A.1	Misc Surf. Restore - Landscape	39	LF	22.60	881.40	19.50	760.50		0.00		0.00
307.4.1.A.7	Misc Surf. Restore - Nat. Ground	30	LF	1.10	33.00	5.00	150.00		0.00		0.00
307.4.1.F.1	Type "P" Surf. Restore - Driveway	40	LF	76.80	3,072.00	19.00	760.00		0.00		0.00
307.4.1.H.1	Type "P" Surf. Restore	986	SY	31.30	30,861.80	35.00	34,510.00		0.00		0.00
706.4.1.A.7	Curb and Gutter Repair	2	LF	189.00	378.00	74.50	149.00		0.00		0.00
706.4.1.E.1	Concrete Sidewalk Repair	6	SY	148.00	888.00	97.50	585.00		0.00		0.00
901.4.1.A.1	12" PVC PI Main - C-900, DR 18	2916	LF	36.50	106,434.00	24.00	69,984.00		0.00		0.00
901.4.1.A.1	10" PVC PI Main - C-900, DR 18	1119	LF	32.90	36,815.10	22.00	24,618.00		0.00		0.00
901.4.1.A.1	4" PVC PI Main - C-900, DR 18	37	LF	15.20	562.40	20.50	758.50		0.00		0.00
901.4.1.B.1	12" Fittings	18	EA	444.00	7,992.00	752.00	13,536.00		0.00		0.00
901.4.1.B.1	10" Fittings	2	EA	358.00	716.00	757.00	1,514.00		0.00		0.00
901.4.1.B.1	4" Fittings	2	EA	173.00	346.00	359.00	718.00		0.00		0.00
902.4.1.A.1	12" Gate Valves	7	EA	2,220.00	15,540.00	2,290.00	16,030.00		0.00		0.00
902.4.1.A.1	4" Gate Valves	2	EA	945.00	1,890.00	988.00	1,976.00		0.00		0.00
903.4.1.A.1	2" Irrig. Service Connection	3	EA	1,690.00	5,070.00	839.00	2,517.00		0.00		0.00
SP-100	Connect to Exist. PI	4	EA	1,117.00	4,468.00	655.00	2,620.00		0.00		0.00
SP-200	Misc Surf. Restore - Shoulder	2740	LF	1.80	4,932.00	3.10	8,494.00		0.00		0.00
SP-300	State Lateral Crossing	1	LS	5,060.00	5,060.00	3,900.00	3,900.00		0.00		0.00
SP-400	Temporary Pole Support	4	EA	678.00	2,712.00	592.00	2,368.00		0.00		0.00
SP-500	Air Release Valves	1	EA	1,430.00	1,430.00	1,350.00	1,350.00		0.00		0.00
SP-600	Drains	2	EA	1,840.00	3,680.00	1,920.00	3,840.00		0.00		0.00
SP-700	Ramsey Lateral Crossing	1	LS	283.00	283.00	1,830.00	1,830.00		0.00		0.00
SP-800	Temp Parallel Utility Support	2093	LF	4.80	10,046.40	2.50	5,232.50		0.00		0.00
	TOTAL				10,611,451		20,652,341		0.00		0.00

BID FORM

PROJECT IDENTIFICATION:

City of Kuna 2016 Pressure Irrigation Pipelines

THIS BID IS SUBMITTED TO:

DELIVER TO:

City of Kuna
Office of City Engineer
6950 South Ten Mile Road
Meridian, Idaho 83642

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
<u>N/A</u>	<u>N/A</u>	<u>DS</u>
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may

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affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

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5.01 BID SCHEDULE

Item No.		Description	Total Quantity	Unit	Unit Price	Amount
1	2010.4.1.A.1	Mobilization (Max 10%)	-	LS	\$ 8,460	\$ 8,460 ⁻
2	1103.4.1.A.1	Construction Traffic Control	1	LS	\$ 12,700	\$ 12,700 ⁻
3	1001.4.1.A.1	Sediment Control	4,072	LF	\$.75	\$ 3,054 ⁻
4	302.4.1.A.1	Rock Excavation	680	CY	\$ 100	\$ 68,000 ⁻
5	306.4.1.D.1	Imported Trench Backfill	200	CY	\$ 12	\$ 2,400
6	307.4.1.A.1	Miscellaneous Surface Restoration (Landscape Repair)	39	LF	\$ 41	\$ 1,599 ⁻
7	307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	30	LF	\$ 20	\$ 600 ⁻
8	307.4.1.F.1	Type "P" Surface Restoration (Driveway)	40	LF	\$ 74	\$ 2,960 ⁻
9	307.4.1.H.1	Type "P" Surface Restoration	986	SY	\$ 28 ⁵⁰	\$ 28,101 ⁻
10	706.4.1.A.7	Curb and Gutter Repair	2	LF	\$ 395	\$ 790 ⁻
11	706.4.1.E.1	Concrete Sidewalk Repair	6	SY	\$ 175	\$ 1,050 ⁻
12	901.4.1.A.1	12" C900, DR 18 PVC Irrigation Pressure Pipe	2,916	LF	\$ 27	\$ 78,732 ⁻
13	901.4.1.A.1	10" C900, DR 18 PVC Irrigation Pressure Pipe	1,119	LF	\$ 23	\$ 25,737 ⁻
14	901.4.1.A.1	4" C900, DR 18 PVC Irrigation Pressure Pipe	37	LF	\$ 20	\$ 740
15	901.4.1.B.1	12" irrigation fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	18	EA	\$ 575	\$ 10,350
16	901.4.1.B.1	10" irrigation fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	2	EA	\$ 680	\$ 1,360
17	901.4.1.B.1	4" irrigation fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	2	EA	\$ 282	\$ 564
18	902.4.1.A.1	12" Gate Valve	7	EA	\$ 2,445	\$ 17,115
19	902.4.1.A.1	4" Gate Valve	2	EA	\$ 1,055	\$ 2,110 ⁻
20	903.4.1.A.1	2" Irrigation Service Connection	3	EA	\$ 2,050	\$ 6,150 ⁻

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Item No		Description	Total Quantity	Unit	Unit Price	Amount
21	SP-100	Connect to Existing Pressure Irrigation Mains	4	EA	\$ 865	\$ 3,460 ⁻
22	SP-200	Miscellaneous Surface Restoration (Shoulder)	2,740	LF	\$ 1 ⁰⁵	\$ 2,877
23	SP-300	State Lateral Crossing	1	LS	\$ 2,715	\$ 2,715 ⁻
24	SP-400	Temporary Pole Support	4	EA	\$ 1,310	\$ 5,240 ⁻
25	SP-500	Air Release Valves	1	EA	\$ 875	\$ 875 ⁻
26	SP-600	Drains	2	EA	\$ 1,185	\$ 2,370 ⁻
27	SP-700	Ramsey Lateral Crossing	1	LS	\$ 665	\$ 665 ⁻
28	SP-800	Temporary Parallel Utility Support	2,093	LF	\$ 3 ⁶⁰	\$ 7,534 ⁸⁰

Two Hundred Ninety Eight Thousand, Three Zero EIGHT Dollars
Total in Words

\$ 298,308⁸⁰
Total in Figures

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5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
 - B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
 - C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
 - E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
 - F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.
 - G. The Owner will award all or any combination of individual bid packages that is financially most advantageous to the Owner and within the Owner's budget. The Owner may award contracts to multiple contractors.
- 6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 6.03 Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.
- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid security
 - B. Completed form in Section 00435, including names, addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract.
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Submitted on 2/10, 2016.

Idaho Public Works Contractor License No. 15062-AAA-4

Expiration Date 9/30/16.

A Corporation

Corporation Name: Thueson Const. Inc. (SEAL)

By: [Signature]
(Signature - attach evidence of authority to sign)

Name: (typed or printed) Lance Thueson

Title: President (CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Business address: 455 S. Kings Rd.
Naumie, ID 83687

Phone No.: 466-2503 FAX No.: 466-3658

State of Incorporation: Idaho

Type (General Business, Professional, Service, Limited Liability): Corporation

Date of Qualification to do business is 9/5/01

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

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PENAL SUM FORM

BID BOND

BIDDER (Name and Address):

- SEE ATTACHED -

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States

Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



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 Stear and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Well House 3 Remodel Project
Approval of Bid Results

DATE: February 11, 2016

REQUEST: **Approve Resolution for Award of Bid**

On February 10, 2016, bids were opened for the Well House 3 Remodel Project. The results of the bidding are as follows:

- | | |
|-----------------------------------|--------------|
| 1. Quality Contractors, LLC | \$117,000.00 |
| 2. Cascade Enterprises, Inc. | \$124,890.00 |
| 3. Lacy Mechanical, Inc. | \$128,500.00 |
| 4. Irminger Construction, Inc. | \$130,675.00 |
| 5. Challenger Companies, Inc. | \$134,955.00 |
| 6. Performance Systems, Inc. | \$137,976.00 |
| 7. Star Construction, LLC | \$150,895.00 |
| 8. Pacific Source Construction | \$171,000.00 |
| 9. Excelsior Construction Company | \$179,900.00 |
| 10. Bideganeta Construction, Inc. | \$206,000.00 |

The apparent low bid was Quality Contractors, LLC in the amount of \$117,000.00. Since staff has not worked with this contractor before, we will be checking references from recent work.

The apparent low bid submittals was reviewed and found to be responsive to the Bid Instructions and **it is recommended the apparent low bidder is awarded the contract for the work.** A resolution is attached, which if approved, will adopt the recommendation.

Protest and Anomalies in Bid Process

No protests or bid anomalies were noted.

Available Funds

The project is budgeted from the Water Fund. Available budgeted funds for this project are summarized as follows:

1. Well House 3/11	\$450,000	Water Fund
2. Less Previous commitments	\$158,651	Water Fund
TOTAL AVAILABLE	\$291,349	

Attachments: Resolution
Results at Bid Opening

**RESOLUTION NO. R14-2016
CITY OF KUNA, IDAHO**

RESOLUTION AWARDING BID FOR THE WELL HOUSE 3 REMODEL PROJECT TO QUALITY CONTRACTORS, LLC IN THE AMOUNT OF \$117,000.00; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

WHEREAS, City of Kuna, Idaho has received bids for the Well House 3 Remodel Project; and

WHEREAS, the apparent low bidder for said Project is QUALITY CONTRACTORS, LLC; and

WHEREAS, the bid submitted by QUALITY CONTRACTORS, LLC is responsive to the bid requirements:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of bid to QUALITY CONTRACTORS, LLC in the amount of one hundred seventeen thousand and NO/100 dollars (\$117,000.00) for the project;

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

BE IT FURTHER RESOLVED that the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said bidder for the Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and directs that copies of signed bids of successful bidder is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 16th day of February, 2016.

APPROVED BY THE MAYOR of Kuna this 16th day of February, 2016.

Joe L. Stear, Mayor

ATTEST: _____
Chris Engels, City Clerk

WELL HOUSE 3 REMODEL PROJECT

BID OPENING RESULTS - KNWWTP

FEBRUARY 10, 2016 : 4:00 P.M.

MODERATOR:

WITNESS:

BID NO.	SCHEDULE	BID BOND	SIGNED	ADDEND. ACKN.	CONTRACTOR	BID AMOUNT
1	A	YES	YES	YES	EXCELSIOR CONST Co.	\$ 179,900. ⁰⁰
2	A	YES	YES	YES	BIDEGANETA CONST	\$ 206,000. ⁰⁰
3	A	YES	YES	YES	CASCADE ENT. INC.	\$ 124,890. ⁰⁰
4	A	YES	YES	YES	QUALITY CON. LLC	\$ 117,000. ⁰⁰
5	A	YES	YES	YES	CHALLENGER CONST.	\$ 134,955. ⁰⁰
6	A	YES	YES	YES	PERFORMANCE SYSTEMS	\$ 137,976. ⁰⁰
7	A	YES	YES	YES	PACIFIC SOURCE CONST.	\$ 171,000. ⁰⁰
8	A	YES	YES	YES	LACY MECHANICAL	\$ 128,500. ⁰⁰
9	A	YES	YES	YES	STAR CONST.	\$ 150,895. ⁰⁰
10	A	YES	YES	YES	IRMINGER CONST INC	\$ 130,675. ⁰⁰
11	A					
12	A					
13	A					
14	A					
15	A					
16	A					
17	A					
18	A					
19	A					
20	A					
21	A					
22	A					
23	A					
24	A					
25	A					

*

BID FORM

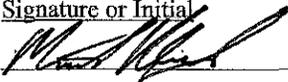
PROJECT IDENTIFICATION:

City of Kuna Well 3 House Upgrades

THIS BID IS SUBMITTED TO:

DELIVER TO:
City of Kuna
Office of City Engineer
6950 South Ten Mile Road
Meridian, Idaho 83642

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
<u># 2</u>	<u>2/5/16</u>	<u></u>
_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.

CITY OF KUNA
WELL 3 HOUSE UPGRADES

215099

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

5.01 BID SCHEDULE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$ 117,000
--------------------	------------

One hundred seventeen thousand (Words)

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

CITY OF KUNA
WELL 3 HOUSE UPGRADES

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- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
 - F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.
 - G. The Owner will award all or any combination of individual bid packages (if exist) that is financially most advantageous to the Owner and within the Owner's budget. The Owner may award contracts to multiple contractors.
- 6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 6.03 Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.
- 7.01 The following documents are attached to and made a condition of this bid:
- A. Required Bid security
 - B. Completed form in Section 00435, including names, addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract.
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Submitted on February 10th 2016.

Idaho Public Works Contractor License No. PWCL 010331-A-3-4 (15400)

Expiration Date April 2016.

CITY OF KUNA
WELL 3 HOUSE UPGRADES

215099

An Individual

Name (typed or printed): Webb French

By: Webb French (SEAL)
(Individual's signature)

Doing business as: Quality Contractors, LLC

Business address: 1311 Brush Creek Rd.
Deary, ID 83642

Phone No.: 208-477-4932 FAX No.: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CITY OF KUNA
WELL 3 HOUSE UPGRADES

215099

NAMING OF SUBCONTRACTORS, SUPPLIERS, AND OTHER ENTITIES FORM

In addition to subcontractors for (as applicable) plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals, or entities called for in the Supplementary Conditions (include Idaho Public Works Contractor License Numbers for any subcontractors).

<u>Name and Address</u>	<u>Classification</u>	<u>License Number (1)</u>
<u>Quality Electric, Inc.</u> <u>5225 Irving, Boise ID 83706</u>	<u>Electric</u>	<u>ELE-C-1086</u>
<u>Quality Contractors</u> <u>1311 Brush Creek Rd</u> <u>Deary, ID 83642</u>	<u>Plumbing</u>	<u>PWCL 0103301-A-3-4-(15400)</u> <u>PWCL PLB-C-1346</u>

(1) List Idaho Public Works Contractor License Numbers for all subcontractors.



Memo from the Office of the City Attorney

To: City Council
From: Richard T. Roats
Re: KYSBA Agreement

For Council's consideration is an agreement to use the baseball fields by KYSBA for times certain. In the past, KYSBA operated under an unwritten policy of having exclusive use of the ball fields from spring to fall. According to this proposed written agreement, there are times that the fields are now available to other groups who reserve through the City and receive ballfield use and maintenance training from the City.

**RESOLUTION NO. R15-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

Section 1. The Park Use Agreement by and between the City of Kuna, Idaho and the Kuna Youth Softball and Baseball Association, Inc., in substantially the form as attached hereto as EXHIBIT A is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of February 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of February 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**PARK USE AGREEMENT
CITY OF KUNA, IDAHO AND KUNA YOUTH SOFTBALL AND BASEBALL
ASSOCIATION, INC.
BERNIE FISCHER CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the city of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Youth Softball and Baseball Association, Inc. (KYSBA) an Idaho general non-profit corporation, jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Bernie Fischer City Park (PARK) located at Kuna, Idaho; and

WHEREAS, the PARK has certain improvements including a baseball field; and

WHEREAS, KYSBA desires to use the PARK for its baseball clinics, practices and games during specified times of the year; and

WHEREAS, CITY grants KYSBA permission to use the PARK in exchange for certain contributions including maintenance, care, and improvements at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: KYSBA agrees to use the PARK for the sole purpose of operating the baseball and softball program to provide athletic opportunities for the children of Kuna, Idaho.

2. RESPONSIBILITIES:

The CITY Will:

2.1. Have the PARK field reserved for KYSBA's exclusive use according to the following schedule:

2.1.1. From March 1 to the third Sunday in July-

2.1.1.1. Monday through Friday after 4:00 PM until dark.

2.1.1.2. All day Saturday.

2.2. At all other times, individuals and/or groups may use the fields. Groups using the fields must contact the City Clerk's Office to ensure fields are available, register for their use, and review and sign the City's Baseball Field Use Agreement, which will include a training on maintaining the fields.

2.3. Send out a Notice of Intent to Renew this Agreement on or before December 31, as provided for in paragraph 5.

- 2.4. Maintain the field including mowing, over-seeding, and irrigating during the schedule set by the CITY. Maintain the irrigation system.

KYSBA Will:

- 2.5. Operate and manage the youth baseball program, including programs and clinics.
 - 2.6. On or about November 1, provide the City Clerk with the names of the officers for the KYSBA for the upcoming year.
 - 2.7. If there is going to be a change in the reserved schedule as provided for in paragraph 2.1, provide the change to the City Clerk on or before January 31.
 - 2.8. KYSBA may, upon good cause, modify the reserved schedule during the season.
 - 2.9. If KYSBA fails to provide notice of a change in the reserved schedule as provided for in paragraph 2.7, those changed times will be first come, first serve.
 - 2.10. Return the Notice of Intent to Renew acknowledgement by January 31.
 - 2.11. Hire and staff the umpires.
 - 2.12. Ensure that the fields are in presentable and playable condition prior to each use.
 - 2.13. Purchase and apply diamond dust as needed.
 - 2.14. Provide trashcans during KYSBA events, practice and games and keep the area clean.
3. USAGE FEE: There will be no usage fee.
 4. TERM: The term of this AGREEMENT shall be February 1, 2016 to January 31, 2017.
 5. The City will send out a Notice of Intent to Renew to the KYSBA organization's address of file with the Secretary of State for Idaho and the president of the Board of Directors at the organization's post office box. The Notice of Intent to Renew will extend this AGREEMENT for additional one (1) year terms.
 6. INSPECTION: KYSBA has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.
 7. ALTERATIONS: KYSBA shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.
 8. OTHER REQUIREMENTS: KYSBA shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.

9. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.
10. INDEMNIFICATION: KYSBA shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney's fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KYSBA, any act or omission of anyone directly or indirectly employed by KYSBA, or any act or omission for which KYSBA may be liable, whether or not it is caused in whole or in part by the party indemnified.
11. INSURANCE: KYSBA shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
 - 11.1. Worker's Compensation – in compliance with the state and federal laws, if required.
 - 11.2. Comprehensive Automobile Liability Policy – a minimum coverage of \$1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from any one occurrence.
 - 11.3. Comprehensive Premises Liability Policy- a minimum coverage of \$1,000,000.00 including the following coverage:
 - 11.3.1. Premises and operations; and
 - 11.3.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
 - 11.3.3. Personal injury (with employment and contractual exclusions deleted); and
 - 11.3.4. Broad Form Property Damages coverage.
 - 11.4. KYSBA shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.
 - 11.5. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
 - 11.6. All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.

12. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KYSBA.
13. RUBBISH: KYSBA shall be responsible for garbage or refuse removal during its use of the PARK.
14. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK, or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KYSBA shall have no claim for any loss of use during the period that the PARK is being repaired.
15. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage pre-paid, return receipt requested.
 - 15.1. CITY notice shall be sent to:

City Clerk for the City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634
 - 15.2. KYSBA notice shall be sent to:

Kuna Youth Softball and Baseball Association, Inc.
Post Office Box 449
Kuna, Idaho 83634
16. TERMINATION: Either Party reserves the right to terminate this AGREEMENT by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.
17. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.
18. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.
19. ENTIRE AGREEMENT: This AGREEMENT contains the entire agreement between the parties and may be modified only by an addendum to this AGREEMENT or by a new AGREEMENT in writing, signed by CITY and KYSBA.
20. ATTORNEY'S FEES: If either PARTY is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the AGREEMENT, the

prevailing party in such proceeding or action shall be entitled to recover from the other PARTY its reasonable attorney's fees and legal costs.

In witness whereof, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF KUNA, IDAHO

Dated this 16th day of February 2016.

BY: _____
Joe L. Stear, Mayor

KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.

Dated this ____ day of _____ 2016.

BY: _____
Brett Currin, President

ATTEST:

Dated this 16th day of February, 2016.

BY: _____
Chris Engels, City Clerk

APPROVED AS TO FORM AND CONTENT:

BY: _____
Richard T. Roats, City Attorney for Kuna, Idaho



City of Kuna
763 W Avalon
Kuna Idaho 83634
(208) 577-8794
Kunacity.id.gov

Pat Jones, Kuna City Council Member
PJones@kunaID.gov

Memorandum

TO: Mayor, Councilmembers, and City Staff

FROM: Council President Pat Jones

RE: Fee Waivers

Date: 2/9/16

The fee waiver committee met today to discuss the process of fee waivers. We had a very productive meeting and accomplished a lot. There is some discussion that needs to be continued at a later date. We broke up the discussion into three groups. Those groups were as follows:

1. Senior Center
2. Park Rentals
3. Special Events

Items 2 and 3 (the park rentals and special event fees) were needing some more discussion before a recommendation could be made. We have come up with a recommendation though regarding the Senior Center. Our recommendation is as follows:

We recommend that the City no longer rents out the Senior Center.

There were several reasons behind this but not limited to and they were:

1. The minimal amount of funds received for renting the building.
2. The amount of staff time needed to process those rentals.
3. The amount of staff time needed to follow up after the rental.
4. The availability of other venues in the city for rent.

With those items in mind we submit our recommendation as stated above.

Thank You

**RESOLUTION NO. R16-2016
CITY OF KUNA, IDAHO**

CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R26-2015 TO DELETE THE RENTAL FEES FOR THE SENIOR CENTER FROM THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

PASSED BY THE COUNCIL of Kuna this 16th day of February, 2016.

APPROVED BY THE MAYOR of Kuna this 16th day of February, 2016.

Joe L. Stear, Mayor

ATTEST: _____
Chris Engels, City Clerk

**EXHIBIT A TO RESOLUTION NO. R16-2016
CITY OF KUNA**

**Fees for Rental of City Parks, Public Property and After Hours Permits
EFFECTIVE February 17, 2016**

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



City of Kuna

PO Box 763 ▪ 763 W Avalon St ▪ Phone: 208.922.5274 ▪ www.kunacity.id.gov

MEMORANDUM

DATE: February 11, 2016

TO: Kuna City Council

FROM: Richard T. Roats / Wendy I. Howell

RE: Ada County Ordinance for the Kuna Area of City Impact Area

Before the City Council is the Area of City Impact (ACI) area ordinance for discussion only. The proposed ACI ordinance is a required component of the ACI boundary package that will subsequently be submitted to the Board of Ada County Commissioners for approval. The ACI ordinance component was completed by staff using a draft template provided by Ada County. Staff utilized the template to incorporate specific language (shown in black text) that Ada County considers a necessity. Changes to the ordinance language (shown in red text) have been added to reflect Kuna's particular goals and objectives associated with the proposed ACI expansion.

DRAFT

Chapter 1 CITY OF KUNA AREA OF CITY IMPACT

SECTION:

9-1-1: Consideration

~~9-1-2:~~ Kuna Area of City Impact Boundary

9-1-~~32:~~ Applicable Plan and Ordinances

9-1-~~43:~~ Coordination of Comprehensive Plan Amendments

9-1-~~54:~~ Coordination of Zoning Ordinance Amendments and Land Use Applications

9-1-6: Annexation, Area of City Impact

9-1-~~75:~~ Renegotiation of this Chapter

9-1-1: CONSIDERATION:

The following factors were considered by the Kuna City Planning and Zoning Commission and the Kuna City Council in the establishment of the area of city impact:

A. Trade area;

B. Geographic factors; and

C. Areas that can reasonably be expected to be annexed in the future.

9-1-2: KUNA AREA OF CITY IMPACT BOUNDARY:

A. ~~A-~~ Kuna Area of City Impact Boundary Map:

The Kuna Area of City Impact is the area designated on the Kuna Area of City Impact Boundary Map, excluding properties that are subsequently annexed into the City of Kuna, Idaho, as adopted by Kuna City Ordinance XX, incorporated herein by reference, and as may be amended from time to time, and as further described in the legal descriptions attached thereto, fully incorporated by reference, copies of which are available for inspection at the Kuna City Hall and at the Ada County Development Services Department.

B. Division by Boundary Line:

1. If ~~When~~ a property under single ownership is divided by the common area of the city impact boundary lines of two cities, such that one or both of the parts has a depth of three hundred feet (300') or less, such part may be included in the area of city impact in which the larger portion is located.

2. If ~~When~~ a property under a single ownership is divided only by the Kuna Area of City Impact boundary line, the part located outside of the impact area may be included in the Kuna Area of City Impact as long as it is smaller in size than the property located within the area of city impact.

9-1-~~32:~~ APPLICABLE PLAN AND ORDINANCES:

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A. The City of Kuna ~~C~~omprehensive ~~P~~lan ~~as adopted by Ada County Resolution XX~~, shall apply within the unincorporated ~~area part~~ of the Kuna Area of City Impact, ~~as adopted by Joint Resolution XX~~.

B. The Ada County Zoning Ordinance (Title 8, ~~Ada County Code of this code~~) shall apply to all unincorporated property within the Kuna Area of City Impact.

9-1-43: COORDINATION OF COMPREHENSIVE PLAN AND ZONING AMENDMENTS:

~~**Comprehensive Plan Amendments:** All proposed county amendments and city amendments to the comprehensive plan applicable within the City of Kuna Area of City Impact shall be sent by the entity considering such amendment to the other entity at least thirty (30) days prior to the public hearing. The reviewing entity may either request to renegotiate or may waive their right to renegotiate and schedule the appropriate hearing to incorporate the proposed changes into the comprehensive plan applicable within the area of city impact. If the reviewing entity disagrees with the proposed amendment the entity shall request to renegotiate pursuant to Idaho Code Section 67-65-26(d) prior to the public hearing. Otherwise the reviewing entity shall schedule the appropriate hearings to incorporate the proposed changes into the comprehensive plan applicable within the area of city impact.~~
County and City Coordination: All applications for Ada County and Kuna amendments to their respective comprehensive plans, zoning ordinances and implementing ordinances which apply within the area of city impact shall be sent by the entity considering such amendment to the other entity—. A separate referral process shall be adopted by resolution by each entity regarding procedures and time periods for, and the effect of, sending such amendment, and such resolution may be amended from time to time upon mutual agreement in writing by Ada ~~county~~County and the City.

9-1-54: ~~COORDINATION OF ZONING ORDINANCE~~ AMENDMENTS AND LAND USE APPLICATIONS:

A. ~~A.~~ Applications for planned unit developments, subdivisions, and zoning ordinance amendments, within the City of Kuna Area of City Impact ~~shall~~ may occur as a result of a request for annexation to the City of Kuna; however, Ada County may consider such applications in those exceptions where annexation is not approved by the City of Kuna or where the parcel on which such application is filed is not contiguous to the City of Kuna, and therefore cannot be annexed.

B. ~~B.~~ At least thirty (30) days prior to any Ada County public hearing on any land use application for property within the City of Kuna Area of City Impact, the Ada County Development Services Department shall notify City of Kuna of the land use application to be considered by the Ada County Planning and Zoning Commission or the Board of Ada County Commissioners. The City of Kuna may provide, prior to or at the hearing, a recommendation to the Ada County Development Services Department Director on such application, citing the City of Kuna Comprehensive Plan policies, goals, objectives or provisions applicable to such recommendation. Any recommendation from the City of Kuna shall not be binding or controlling on the County, but shall be treated as documentary evidence in the hearing record, and be given due consideration.

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C. ~~C.~~ The Board of Ada County Commissioners or the Ada County Planning and Zoning Commission shall not hold a public hearing on such application until either the recommendation of City of Kuna has been received, or thirty (30) days from the date notice of such application was sent to City of Kuna ~~has passed xxx, Idaho.~~

Comment [WH1]: Should language that states unless waived by said entity be inserted.

D. ~~D.~~ The Ada County Department of Development Services shall notify the City of Kuna in writing of the final action on land use applications located within the City of Kuna Area of City Impact within thirty (30) days following a decision by either the County Planning and Zoning Commission or Board of Ada County Commissioners, as applicable.

9-1-6: ANNEXATION, AREA OF CITY IMPACT:

A. Annexation by the City of Kuna shall be allowed for those properties that are outside Kuna's Area of City Impact where the property/properties is/are contiguous to the City of Kuna and the owner has requested annexation.

A-B. Upon annexation, the provisions of this chapter shall no longer apply to the annexed area.

9-1-75: RENEGOTIATION OF THIS CHAPTER:

A. ~~A.~~ In accordance with Idaho Code Section 67-6526(d), the City of Kuna or the Ada County Board of County Commissioners may request, in writing, renegotiation of any provision of this chapter at any time. Within thirty (30) days of receipt of such written request by either party, a meeting between the two (2) jurisdictions shall occur.

B. ~~B.~~ While renegotiation is occurring, all provisions of this chapter shall remain in effect until this chapter is amended or a substitute ordinance is adopted by the City of Kuna and Ada County, in accordance with the notice and hearing procedures provided in Title 67, Chapter 65 of Idaho Code, or until declaratory judgement from the district court is final. Provided, however, that this chapter or stipulated portions thereof shall be of no further force and effect if both jurisdictions so agree by mutually adopted ordinance.

**ORDINANCE NO. 2016-06
CITY OF KUNA, IDAHO**

AN ORDINANCE OF THE KUNA CITY COUNCIL, KUNA, IDAHO AMENDING KUNA CITY CODE (KCC) 1-6-3A COUNCIL MEETINGS BY CHANGING THE MEETING TIME FROM COMMENCING AT SEVEN O’CLOCK (7:00) P.M. TO SIX O’CLOCK (6:00) P.M.; STRIKING THE PRECOUNCIL MEETING LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, KCC 1-6-3A provides that the Kuna city council shall conduct its regular meetings commencing at seven o’clock (7:00) P.M.; and

WHEREAS, the city council has determined that it is in the best interests of the city to change the regular meeting time to six o’clock (6:00) P.M.

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

Section 1: Section 1-6-3 of the Kuna City Code is amended as follows:

1-6-3

A. Regular: The regular meeting of the Kuna city council shall be held at the Kuna city hall, 763 W. Avalon, Kuna, Idaho, commencing at ~~seven~~ six o'clock (~~7~~6:00) P.M. the first and third Tuesdays of each calendar month, beginning the month of October 2005, pursuant to Idaho Code section 67-2343(1). If the regular meeting day is a holiday, the meeting shall be held on the following day at the regular hour or postponed one week, at the discretion of the mayor. ~~A "precouncil meeting" (administrative) of the Kuna city council may be held at the Kuna city hall, 763 W. Avalon, Kuna, Idaho, on the first Tuesday of every calendar month, commencing at six o'clock (6:00) P.M. at the council's option.~~

Section 2: This ordinance shall become effective after its adoption and publication as required by law.

ADOPTED this 16th day of February, 2016.

ATTEST:

CITY OF KUNA Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk