

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, September 20, 2016

6:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Scott Piper, First Baptist Church
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:

1. Regular City Council Minutes, September 6, 2016

B. Accounts Payable Dated September 15, 2016 in the Amount of \$377,872.85

C. Alcohol Licenses:

D. Resolutions

E. Findings of Fact and Conclusions of Law

5. **Community Reports or Requests:**

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

7. **Business Items:**

A. Proclamation of Domestic Violence Awareness Month – Mayor Stear

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

- B.** Consideration to reopen the School House Subdivision Matter for 16-01-ZC (Rezone)16-02-CPM (Comp Plan Map amendment) and 16-01-S (Subdivision) – Richard Roats, City Attorney

- C.** Consideration to approve Resolution No. R64-2016 Surplus Real Property Policy – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO RELATING TO SURPLUS REAL PROPERTY; PROVIDING FOR DECLARATION BY CITY COUNCIL OF SURPLUS PROPERTY; METHODS OF DISPOSAL; AUTHORIZATION FOR DISPOSAL; AND RELATED MATTERS.

- D.** Consideration to approve Resolution No. R65-2016 Surplus Personal Property Policy – John Marsh, City Treasurer

A RESOLUTION OF THE CITY OF KUNA, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; PROVIDING FOR METHOD OF REQUESTING DISPOSAL; DECLARATION BY CITY COUNCIL OF SURPLUS PROPERTY; METHODS OF DISPOSAL; AUTHORIZATION FOR DISPOSAL; AND RELATED MATTERS.

- E.** Request for direction for an Art Commission – Chris Engels, City Clerk

- F.** Consideration to approve Resolution No. R66-2016 Authorizing the Liquor License Transfer from The Arlene to Cuda LLC dba Big Mic's – Chris Engels, City Clerk

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING PURSUANT TO KCC 3-1-9 THE TRANSFER OF THE CITY ALCOHOL LICENSE FROM THE ARLENE TO CUDA LLC, BIG MIC'S EFFECTIVE SEPTEMBER 20, 2016.

- G.** Consideration to approve Resolution No. R67-2016 Approving Agreement with Keller Associates to Prepare Amended Water System Master Plan – Gordon Law, City Engineer

RESOLUTION AWARDDING CONTRACT FOR CONSULTING SERVICES TO KELLER ASSOCIATES IN THE AMOUNT OF \$82,650.00 FOR PREPARATION OF AN AMENDED WATER MASTER PLAN; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONSULTANT.

- H.** Consideration to approve Resolution No. R68-2016 Ednetics Internet Services Agreement - Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE THE TERMS OF THE AGREEMENT

AND THE MAYOR THEN AUTHORIZED TO EXECUTE SAID AGREEMENT WITH EDNETICS, INC. FOR INTERNET SERVICES FOR THE CITY OF KUNA, IDAHO.

- I. Consideration to approve Resolution No. R69-2016 Accepting Temporary Easement from Don Young Land Company Inc. – Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE TEMPORARY EASEMENT BY AND BETWEEN DON YOUNG LAND COMPANY INC. (GRANTOR) AND THE CITY OF KUNA, IDAHO (GRANTEE) FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A CITY OF KUNA, IDAHO WATER, SEWER AND MAINTAINING SEWER MAINS, PRESSURE IRRIGATION MAIN, SEWER AND PRESSURIZED IRRIGATION MAIN, AND LOCATED AS DEPICTED ON EXHIBIT A OF SAID EASEMENT.

- J. Consideration to approve Resolution No. R62-2016 Idaho Humane Society Contract – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

8. Ordinances:

- A. Consideration to approve Ordinance No. 2016-30 Kuna Counseling Center Irrigation Annexation

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL R8048220042, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

- A. Discussion on future impact fee legislation – Council President Jones

- B.** Discussion on possible implementation of rules and regulations for Indian Creek –
Council President Jones

10. Announcements:

11. Executive Session:

- A.** Adjourn to Executive Session pursuant to I.C. Section 74-206(f) Potential Litigation

12. Adjournment:



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CITY OF KUNA

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

City Council Meeting MINUTES Tuesday, September 6, 2016

6:00 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
 Gordon Law, City Engineer
 John Marsh, City Treasurer
 Bob Bachman, Fleet/Facilities Director
 Bobby Withrow, Parks Director

2. **Invocation:** Chris Bent, Calvary Chapel

3. **Pledge of Allegiance:** Mayor Stear

4. **Consent Agenda:**

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A. City Council Meeting Minutes:

1. Regular City Council Minutes, August 16, 2016

B. Accounts Payable Dated September 2, 2016 in the Amount of \$1,177,876.93

C. Alcohol Licenses:

D. Resolutions

- 1.** Resolution No. R61-2016 – Accepting Easements from Arbor Ridge, LLC for Operating and Maintaining Sewer Mains, Pressure Irrigation Main, Sewer Lift Station, and Irrigation Pump Station in the Patagonia Subdivision Project

RESOLUTION APPROVING ACCEPTANCE OF TWO TEMPORARY EASEMENTS ON ARBOR RIDGE, LLC PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING SEWER MAINS, PRESSURE IRRIGATION MAIN, SEWER LIFT STATION AND IRRIGATION PUMP STATION FOR THE PATAGONIA SUBDIVISION PROJECT.

E. Findings of Fact and Conclusions of Law

Council President Jones noted that there was an inaccuracy in Accounts Payable on a fuel bill from United Oil. It says 15 gallons but he thought with the cost it should be 1,500 gallons.

Council Member Buban-Vonder Haar moved to approve the consent agenda with the change of 15 gallons to 1,500 gallons on page 38 of Accounts Payable. Seconded by Council Member McPherson. Motion carried 4-0.

5. Community Reports or Requests:

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.
(Timestamp 00:03:18)

A. Public Hearing and consideration to approve 16-01-ZC (Rezone)16-02-CPM (Comp Plan Map amendment) and 16-01-S (Subdivision) – Troy Behunin, Senior Planner

Applicant requests to amend the Comprehensive Plan Map (Comp Plan Map) changing the designation from Medium Density to High Density Residential for approximately (6.18 +/- acre), and rezone the same property from R-6 (Medium Density Residential) to R-12 (High Density). Applicant proposes to subdivide the parcel into 21 lots, in preparation to develop the site as a multi-family project. The site is located near the southeast corner (SEC) of School Avenue and the alignment for Sunbeam Street.

Mayor Stear confirmed that everyone who wanted to testify for 16-01-ZC had signed up.

Senior Planner Troy Behunin presented the matter with the details of the request. The preliminary plat appears to follow all of the current zoning and building codes including the landscape buffers. It also complies with the ingress and egress

requirements of the City and ACHD. It is at an approved distance. All of the building setbacks appear to be sufficient and staff has no outstanding questions or items to bring up. All procedures have been followed and the applicant has submitted everything that has been requested by staff. He stood for questions.

There were none.

Steve Arnold with A Team Land Consultants, 1785 Whisper Cove, Boise, Id 83709, represented the applicant. He reviewed the history of the subdivision and the project. Mr. Arnold reviewed the layout of the project and the architectural style of the buildings. The intention is to yield higher than average rent. He reviewed the buffers of the project and added that the majority of the density of units is closer to Sunbeam to put more space between them and the single family units in the area. The idea is to buffer the subdivision to the south with additional landscaping and more year round screening. He discussed the proposed amenities; a basketball court and gazebo central to the subdivision. The project has been approved by ACHD with no traffic study required. They have adequate sewer and water and no negative comments from the fire department or the school district.

Originally a comp plan amendment request was asked for but, based on their Planning and Zoning Commission Meeting; they feel they have asked for a higher density than they should have. They were asking for 8.7 units per acres but without changing the comp plan they can get 8 units per acre with a rezone instead. They have decided to drop two (2) units to make a total of forty-eight (48). With that change, all they are asking for at this time is a rezone, a preliminary plat, and the SUP application. They are dropping the comp plan amendment making the density about 7.7 units per acre in hopes of alleviating some of the concerns about the density and high intense use. It is fairly low density for a multi-family project. Mr. Arnold said other projects of multi-family units he has worked on have 20 to 30 units per acre, which is considered high-density, so he feels this is a fairly low density project.

He then discussed other multi-family projects he has done, even in Kuna. Other comparable projects have not driven down the value of the adjacent single-family units although that is a perception many people have. They are doing a standard planning process that is an acceptable planning practice throughout other jurisdictions and is allowed through Kuna Code. With that being said he asked for approval and stood for questions.

Council President Jones asked Mr. Arnold about the intent to put multi-family units in at the beginning of the project in 2006.

Mr. Arnold said originally it was preliminary platted with a stub street but after working with staff and Council they eliminated the stub street. Instead they final platted without the stub street and just a pedestrian pathway.

Council President Jones asked why the request to rezone for high density was not made at that time.

Mr. Arnold said in hind-sight they should have. It was sloppy on their part since multi-family units were brought up during the discussion to eliminate the stub street.

Council Member Buban-Vonder Haar asked how many lots would there have been if it were single family units.

Mr. Arnold responded about 16 to 17 single-family lots.

Andrew Propst, 280 E. Corporate Drive, Meridian, Id, with Park Place Property Management gave a PowerPoint presentation on the project. Park Place is a certified management company meaning they have a lot to lose if they don't do a good job. They manage a small complex in Kuna called Art Court on the corner of Deer Flat and Linder. It is built very similar to what Mr. Arnold was describing for their project. A lot of the concern voiced about multi-family projects is that it brings criminals and bad people to the neighborhood but they have a nine (9) criteria screening practice which includes a criminal background check. They screen everyone the same and discriminate against felonies, misdemeanors, sex offenders, and other bad things. They do not discriminate based on race, religion, or anything along those lines. Mr. Propst shared a couple maps of Kuna that pinpoint where felons and sex offenders in the area live. There are no felons or sex offenders living in Art Court, their multi-family complex. There is also no record of the police being called out to Art Court since 2007.

Mr. Propst explained there is a huge need for multi-family housing. Ada and Canyon Counties are at a 2.5% vacancy rate. Historically, it should be at 5% to 7%. In Kuna it is a lot less. In 2010 to 2012 there were a bunch of private equity firms that bought up a bunch of single family homes in the Kuna market, typically three (3) bedroom two (2) bathroom homes, and rented those homes out. They are now kicking those renters out. Those renters have nowhere in Kuna to go so they are leaving for places like Meridian. Kuna is losing good residents.

Mr. Propst moved on to the valuation of single family homes versus a 4-plex. Hubble single family homes have decreased in value by 13.60% and townhomes have gone up 10.40% without affecting the surrounding areas.

Mr. Propst recapped his presentation and stood for questions.

Council President Jones asked about the screening process. He wanted to know if they only screened the residents named on the lease or all of the occupants.

Mr. Propst said they have to screen everyone over the age of eighteen (18) and if they don't screen some people but they do others they are in violation of the Fair Housing Act. They set the criteria as high as they can and still get the places rented.

Marty Pieroni, 475 S. Thornwood Way, Meridian, Id, is the developer on the project. He has developed two (2) subdivisions south of the tracks in Kuna. He referred back to Council President Jones' question about not requesting a rezone for high density back in 2006. The only reason it came on the radar at that time was because the comprehensive plan was high density at that spot at that time. It was changed to medium density 2 or 3 years later. He is not sure of the time frames but the original zoning classification of medium density is what inspired this project to be multi-family. With that said, he was not sure what he would build there when he purchased it other than it would be high density. He explained his thought process with this project. It was his decision to drop down to medium density after meeting with the Planning and Zoning Commission and complaints from adjacent neighborhoods but he still believes this project is needed here. He intends to keep the property as his retirement investment and to pass it on to his kids. The units are bigger than any others proposed in this city. He is hoping people will look at the extra square footage at the same price as smaller units in the area and choose his complex. He feels it balances the city and provides a good living location for Simplot employees. He did a title search of owner occupied properties in the Schoolhouse subdivision and there are twenty-three (23) homes that are not owner occupied. There is no screening process with residences as opposed to his multi-family complex. He stood for questions.

There were no questions

Mr. Behunin clarified that the Special Use Permit Steve Arnold mentioned is not attached to this request. There is no Special Use Permit with this project.

Mayor Stear opened the public hearing. He asked that, while this is an emotional issue for some, there be no discriminatory comments, such a race, religion, ethnic background, and income levels, because that makes it harder for Council to deny projects like this because they would have to prove that discriminatory comments were not the reason for the denial. He also asked to try to avoid redundant testimony. If someone testifies and the following person was going to say the same thing it is ok to just say "I agree". He asked if anyone would like to testify that did not get a chance to sign up.

An audience member became antagonistic and Mayor Stear told him that is not how the hearing is run. The man will have a chance to testify.

In Favor: None

Neutral: None

In Opposition:

Mike Brunetti, 763 W Sandbox, Kuna, Id 83634, testified that the location of the project is very inappropriate for anything that is high density. Kuna may need this type of housing but it should not go at this particular location. He loves the area at

Deer Flat and Linder. He says it only takes about twenty-five (25) seconds to get from the fire station to that corner. Emergency services will increase with the increase in population and the schools, to his understanding, are overcrowded. He had nothing further.

Jim Russell, 781 S School Street, Kuna, Id 83634, testified that he has lived there for forty-six (46) years surrounded by R6 residents, development, and acreages. He likes the way S. School St has transformed over the years for that reason. Directly north of this development is an acer and a half lot, a seven (7) acer lot, across the street is his five (5) acer lot, and he is surrounded by 1/3 and five (5) acer lots to the north and a seven (7) acre lot to the south. The area proposed for this project is hindered by high density and rail road crossing, lack of access and congestion they have on the two (2) streets. There are no connecting sidewalks and a lack of parks in the vicinity. He believes high density needs more amenities than the lumber yard and a Super C store ¾ of a mile down the road and over the rail road tracks. Children play on the hill in that area. He noticed for the development the road comes out at the base of the hill. He realizes that the road needs to go in but he would like to see it moved to the top of the hill so at least up and down the hill is visible. Coming over the top of hill with the road at the bottom is dangerous. The intersection of Swan Falls and School Street is already congested. Perhaps street lights in the future would help the situation the way it is now. He feels this project would bring to much traffic down these streets. School Street is not a through street. He does not see it ever attracting any Super C stores, gas stations, or amenities like that. He does not think it even fits a soft zone transition from residential to a higher density or commercial project. He is not sure how it would affect the schools capacity at the moment. He assumes the kids would go to Indian Creek or Ross Elementary. He is opposed to the projects location. He thinks it looks like a nice project but would be better suited north of the tracks where there is better traffic control and more amenities.

Greg Busmann, 903 S Pencil Avenue, Kuna, Id 83634, said his backyard backs up to the project property. He is opposed to it because he does not want to look at it and, even though the developers say values will not go down, high density housing will hurt his property value. He will be in his house for at least another 15 to 20 years before he can even think about selling it and he hopes he will recoup his investment by then. This project will not help with that at all. He is skeptical of the plan before Council and what it will be in the future. His subdivision did not get completed. His CCRs promised him a volley ball court but have not put one in. Mr. Pieroni tried to change the minimum square footage in his subdivision. He was grateful Council did not approve that but he is worried that the plan presented is not what the outcome will be. He also agrees with what was already said in other testimonials.

Shelley Eakin, 941 S Jump Rope Place, Kuna, Id 83634, testified that she is against this project. First of all, it does not meet with the city's community comprehensive plan recommendations and at the original Planning and Zoning Meeting they did not recommend this project at the original number. The community amenities are not near enough. Although they said there is a Super C .7 miles away, Albertson's is 1.9

miles away along with the doctor's office. As it has already been noted, there are not sufficient sidewalks for safe travel to these places if you have to walk. There is no public transportation in Kuna and many people who live in apartments require public transportation to get back and forth to work. Given the amenities of this unit, there is insufficient public space for the number of amenities. They said a half basketball court and gazebo. This means kids will be spilling into their subdivision and in that case there could be crimes of opportunity committed. She lived in an apartment complex that filtered into another housing development. That one was gated. When they started to have crimes committed by the kids living in that complex they closed the gates. Housing in the School Street area does not have gates to prevent these people coming into their neighborhood should these things happen. The developers have stated that there is going to be 1.5 parking spaces per unit. That is insufficient. When she lived in an apartment complex they had at least 2 spaces per unit and there was additional parking for guests. Parking overflow will filter into their neighborhood because of the poor flow through there. She also protests the inclusion of the common area for snow removal. In her opinion, that is part of their subdivision. It should not be included in the complex's area because of the number of houses in the area. That has already been developed and is part of the School House Subdivision. She does not like the idea of placing 4-plexes on individual plots. Although Mr. Pieroni has said that he does not intend to sell these as individual units, but keep them as retirement income, this indicates to her that he does not keep his promises. When they moved into their home in 2006, they were told these plots would be a second part of their subdivision and they would be houses. That is the only reason they bought there; it was planned for houses not apartments. Although people have said there will be no change in the value of their home, there will be fiscal damage done to the home owners in this subdivision, Willow Glenn, and the other nearby subdivisions. They have seen it happen and although they cited the Farm subdivision, that is a different style of home. They are not of the same quality.

Stephen Damron, 818 W Lunch Box Street, Kuna, Id 83634, just up the hill about a block from the subdivision, said this project has been presented as multi-family. He agreed with the previous statement that 1.5 parking stalls per family is not enough. If there are two (2) working parents and even a teenager, that requires three (3) stalls. This means there will be overflow parking. As traffic increases through Sunbeam, and if they only go out Sunbeam, that goes out onto Swan Falls going through the subdivisions. The trains primarily run in the morning and at night and sometimes at noon. A train crossing that road can be there for twenty (20) minutes. All the traffic that gets backed up will go past Stagecoach onto Swan Falls and into the subdivisions. Also, if they have EMS calls at those times in the morning there is a twenty (20) minute wait. The City is going to have to look at building fire and EMS substations on the other side of the tracks for public safety. Mr. Damon said at the Planning and Zoning Meeting Mr. Arnold said they had ADA County do a traffic assessment. Mr. Arnold stated at this meeting that they did not do one. The traffic is going to be huge. There will be at least two (2) cars per family leaving that subdivision. There will be an increased amount of people and police calls coming through there. They did a map showing there is no crime at their other development.

Well, if someone is going to commit a crime they are not going to do it near their home. They leave the area and then come home. He is not trying to deny families housing. He understands there are people coming in to work at Simplot that are going to need housing. What he wants is to bring in stable housing for people who will be there for a long time with single family dwellings. It is what they did; buy a house and when one family moves out another moves in. In regards to the houses in their subdivision that are rented; driving through the neighbor the rentals are noticeable. Renters destroy the homes and the area. Not all of them do this but most do. There are three (3) houses on his block that were rented and every one of them has been put up for sale because the owners are tired of renting. Other things that cost the city need to be looked at. Something has to be done with the stop signs in order to control traffic going through there. People can't get through the train or Kuna at the four-way stop signs. They are going to shift off to that cut off road between Swan Falls and Avalon. There will be a backup in town and out of town. Lastly, he agrees with the previous statement that no one will walk two (2) miles to get to the grocery store or the doctor's office. If this needs to be built it needs to be closer into town.

Sheri Russell, 781 S School Street, Kuna, Id 83634, testified that she agrees with everything that has been said in previous testimonies. She would also like to add that, as a land lord, she knows that an applicant can be screened but the boyfriend or girlfriend that moves in can't be screened. Neither can a juvenile that becomes eighteen (18) after they have moved in. She has a lot of people move people in. Unless you go through and monitor it closely it is very hard to control who is moving in and out or staying with the applicant at those properties. It is very difficult to guarantee there will be no crime. She asked if someone gets a DUI or commits a crime after they have moved in will they be kicked out; how will that be monitored. It is very difficult to monitor and kick someone out unless you are watching the websites and noting the citations. The traffic is atrocious with kids on the hill already. They use it as a playground and it is the longest longboard hill in town. There is no way a car coming down Sunbeam would be able to stop if a kid comes down that hill. It is an accident waiting to happen. Also, as a realtor, she can say yes the property values of the homes in that area will be affected. The residents of that subdivision were promised when they moved in that the area in question would be R6 when it was developed. Mr. Pieroni came to them years later to personally ask them what they would think of a 55 and older community. They felt that, while it is higher density, it would be single level homes and they would not be adding too much to the traffic since some of them may be retired, so they would agree to that. Kuna does not have a 55 and older community and she feels it is needed. She has requested it since she has nowhere to bring those people as a realtor. It would be a better compromise with Mr. Pieroni than this high density. There are already 2 or 3 high density projects approved so another is not needed and those who live in high density housing want to live close to their work and amenities which is why they are built along freeways and Meridian and places like that. Those areas are close to public transportation and work. That is not the case in Kuna. She went on to maintaining ownership. The White Barn apartments had one (1) owner and now

there are 2 or 3 and now they are having issues. She completely disagrees with this project but would love to see a 55 and over community as a compromise. It would not have the impact on traffic, schools, and the subdivision that high density would.

Betty Rodgers, 1061 S Pencil Avenue, Kuna, Id 83634, testified that she and her husband just moved from Boise to Kuna in March 2016. They looked long and hard to find an area that was small, single-family homes in a nice subdivision. They were very happy when they found School House Park. Changing the zoning is not something they were expecting and it feels like a betrayal because that parcel was zoned the same as the rest of School House Park. She understands Kuna's need for high density and she believes there is so much development going on that there is plenty of opportunity for it in a better place. She agrees with the previous statements on the distance to amenities and she believes Kuna's plan is to have high density close to commercial areas. She wanted to point out that there is no guarantee that the property management company will be the property management company forever. She believes that these are good people who have designed a great plan but she respectfully requests that Council deny changing this location to high density considering the traffic and other issues it will bring.

Elizabeth Olacsi, 603 W Tallulah Drive, Kuna, Id 83634 testified that she is against this high density housing. She does not feel the proposed location is right for it. It is a small piece of land between two (2) subdivisions. Everyone had been told the land would be for homes not a glorified apartment complex. She was happy that the Council Meeting started with a prayer. In the scriptures it says "do unto others as you would have them do unto you". She asked if anyone would like this in their backyard or to have invested and worked so hard to buy a home only to turn around and find someone building a glorified apartment complex in the backyard. She doesn't think anyone would. Also, she does not think it is responsible to build high density on this side of the tracks when so often the train stops for such long periods of time preventing emergency personnel from getting to that side. There are so many things that could happen and people to get hurt that would be stuck waiting for help to arrive. It is her hope that City Council will also find, just as the Planning and Zoning Commission did, that this is not a good idea for this spot, that they will keep the community charming, and keep what makes people drawn to Kuna. If this had already been built when she was looking for a home she would not have left her family and friends in Meridian to move out to Kuna. This would take away what makes Kuna special and wonderful.

Becky Wolley, 657 W Tallulah Drive, Kuna, Id 83634 testified that she and her family just moved to Kuna at the beginning of May 2016. They lived in rentals ten (10) years prior to that and the rentals have been nice and not so nice. This is the first time they have really felt safe and they really enjoy living in Kuna but had they known someone would be building apartments right behind their brand new home they probably would have looked elsewhere. Her backyard is right at the property line of the location in question. It slopes down just slightly and everything in School House Park echoes immensely into the Willow Glenn Subdivision. She is concerned

about the increase in noise an apartment complex would bring. The extra people would amplify everything and she is not sure what the plan is for a sound barrier. She also did a little research on Google. She saw that back in 2008 Mr. Pieroni wanted to sell twenty (20) of his lots at School House Park to build homes smaller than the 1400 sq ft minimum requirement that the City set. The City denied his request. Now he wants to cram apartments back there. To her it seems like the interests of the community is not important to him; just getting as much real estate into a small area as possible. She fully agrees with all the other testimonies. She hopes Council will listen to the community members and make the right decision.

Bryce Baker, 975 W Recess Way, Kuna, Id 83634, testified that he agrees with much of what has been said. Part of the strength of a community is it's anchor families. That is what makes Kuna such a nice place to live. The neighborhood he lives in is made up of single family homes and it is true that some are rentals but most are owned by homeowners that live there and plan to live there for significant periods of time. These people have made investments in the community and take care of their property. He thinks that is where a lot of this community's strength comes from. It is true that Mr. Pieroni could sell this parcel to Hubble Homes or some other builder to build low end homes on and it is true that those homes could be rented out as well. They hope he does not decide to do that. He built a nice subdivision in School House and it is an asset to the community. He should be proud of that. Hopefully he chooses to do something similar on this parcel. In terms of apartments, this probably is a nice project but it is the wrong location. They do not begrudge his desire to maximize his return on his investment. He is entitled to do that but his homeowners who have invested in the community are also entitled to a maximum return on their investment. He asked that if Council would think twice about buying a home or building a home next to an apartment complex they see that as evidence there is a perceived value diminished by apartments in proximity to the homes. Many people have testified to that affect. The Planning and Zoning Committee has recognized this and has recommended against the rezone. As Council's constituents they ask that zoning be left as is and the apartment complex not be approved in order to keep the neighborhood consistent and the character of the community intact.

Steve Arnold, "A" Team Land Consultants, provided a rebuttal. He said they hear these complaints frequently in regards to multi-family developments as it pertains in proximity to single-family developments. He has done enough research on this and there is a white packet included with the council packet that discusses the appropriateness of single-family adjacent to multi-family. It has been his experience, in developing theses in other communities and with Kuna; the negative perceptions are just perceptions. Also, as a licensed agent, he has access to the information that shows the value of homes before multi-family comes in as it relates to the value of the homes after the project is in. As was provided with the property management company's presentation, a lot of the screening that can be done with multi-family screens those potential negative renters whereas a subdivision in Kuna had an incident occurred and they had no control over who comes into that subdivision after they sell a house. The perception is that they are bringing people of lesser quality in

with this multi-family housing project, but that is all it is; a perception. A comment made during this meeting was “do unto others as you would have them do unto you” but the fact is there are not enough rentals. He personally put a project adjacent to the subdivision he lives in. When his daughter decided to move out there was not a place for her to move to that was close to where they lived. He thinks that these residents here will find this project to be an asset in the future as he has seen with other subdivisions that have had negative perceptions due to smaller lots or multi-family. This project will be an asset. He knows there has been confusion on what will be done on this site and he thinks that the down turn of the economy has a lot to do with it but the developer is now clear in his direction. They want to hold and develop these units. The reasons for placing these on single-family lots are: legally one (1) entity cannot be sued for an entire project and he has kids he will be passing these down to. Mr. Arnold is doing a similar project off of “K”. He is plating each lot with the idea of passing them on to his three (3) kids; each will assume ownership. They can be sold but they will be owned and maintained under one (1) HOA. That HOA will maintain these units under a higher quality. When the quality is built up front; that quality will maintain throughout the life of the project. That is the key and what he would recommend Council look at; are they building a nice amenity, is there enough open space, and is it adequate. It is a 6.1 acre space. They are doing over 3.3 acres of open space including the common lot. Another comment he addressed was about a traffic study. He said a traffic study was never done and he never represented that a traffic study had been done. In the Planning and Zoning Commission Meeting he said the traffic generated from the development was so minimal that a traffic study was not required. At that time they were at about 378 trips per day. They are now proposing dropping two (2) of the buildings making it twelve (12) buildings creating forty-eight (48) units total which is approximately 331 trips per day. There has been no study. In his experience in working at the highway district they calculate the trips based at 6.9 trips per day multiplied by the unit count making this project 6.9 trips x 48 units. It totals a well-accepted number throughout traffic engineering practices. The parking that they are providing is now at over two (2) spaces per unit. They are required to have 98 and they are doing 115. The mass transit system will not come until there is a high density. In planning for long term the idea is to get the density up. Comments were made in regards to the project being high density but they are now medium density. They are only asking for the R8 zoning. They are not asking for high density zoning and have dropped the request for the comp plan amendment. That brings them to the medium density that is in the current comp plan. They think that is more than adequate for this site. He brought up that the project is an in-fill project. It is surrounded by city limits and two (2) collector roads. Again, with basic planning 101, this is a natural progression; going from medium density into higher densities as the city gets into higher intense uses. They are only about .7 acres from Kuna’s downtown core. It is ideal, as planning progresses, to locate pockets of multi-family and higher end pockets of that multi-family to provide for that mixed use planning and again that goes into the comp plan analysis that the city staff has provided. They feel the location is very appropriate but they understand the concerns. It has not been his experience with

other projects that negative outcomes follow these types of developments. He stood for questions.

Mayor Stear asked for a motion to close the public hearing.

Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 4-0.

Council Member Cardoza asked staff about a letter in the packet. He quoted a post script at the bottom of the letter as saying, "Steve Arnold of A Team Land Consultants made public comments to impacted neighbors that the rezone and type of housing was at the insistence of Kuna Planning & Zoning." He asked if Mr. Behunin was aware of that.

Mr. Behunin responded yes, Planning and Zoning is aware and prepared to re-but that statement. It is common in the planning world for things to not be fully understood. When Marty Pieroni and Steve Arnold came to the Planning and Zoning Department to revive this project they asked how it could be done. Mr. Behunin outlined the procedure that was needed for that to take place and told them that a rezone would be necessary, a comp plan map amendment would be required at that density, and there is a chance a special use permit would be needed. However, he does not believe Mr. Pieroni, Mr. Arnold, or himself were under the impression that Planning and Zoning sought out Mr. Pieroni and insisted they put multi-family housing at this density and at this location. The City does not typically contact people and insist that they develop a property. Developers approach the City and staff simply gives them there options.

Council Member Cardoza confirmed that Planning and Zoning at no time insisted on this issue.

Mr. Behunin agreed.

Council President Jones commented that the Council has proven they are not against multi-family. He listed several multi-family projects Council has approved recently. He is concerned about the amount of influx of rental units and the amenities in the area of the project in question. The project was not a bad idea for the area based on the comp plan. He does not know of any planned amenities for that area or for emergency services. There is only one (1) park on that side that is relatively close. Kids would have to ride their bikes possibly down Avalon to get there. His apprehension about the project is the location; nothing against multi-family housing.

Council Member Buban-Vonder Haar commented that she read through the Planning and Zoning Meeting minutes and it seems they denied it in large part due to the high density which is not an issue anymore. She is curious if they would have passed it in absence of the high density issue. She understands the concern about overcrowding in the schools but if the school is not speaking up about it she is not sure how much

this would add to that problem, particularly since as she understands it, multi-family units tend to have less children versus single-family. It seems to her a lot of the issues would be issues whether multi-family or single-family goes in. It is just issues that deal with growth. She struggles with why one (1) kind would be ok and not another.

Council Member McPherson said he doesn't like the street location. Making Sunbeam that long will make it a ticket magnet for the police. Also, kids will potentially be playing on that street with cars coming through at a high rate of speed. There is also a house at Sunbeam and School where someone not paying attention in the middle of the night could potentially end up in the garage of an existing house. He is also concerned there is not enough open space even though they have taken out a couple buildings. Potentially, even just two (2) kids per building puts fifty (50) kids on a half basketball court and gazebo. Granted there is grass around the apartments and landscaping to play in but it does not seem like enough for kids, especially considering how far they would have to go to get to a park.

Council Member Cardoza stated he had mixed emotions. It looks like a nice subdivision. Everything around it is either R-1 or R-6. The City spent thousands of dollars to do the comp plan and it seems like every six (6) months it is being changed for various reasons. He commented on the number of people attending a public meeting. That speaks for itself. The community is against the comp plan change. He feels, as an appointed servant, he should listen to what the people want and doesn't support the change in the comp plan.

Council Member Buban-Vonder Haar clarified the comp plan change wasn't being requested anymore. The request is for an R-6 to an R-8 keeping it medium density.

Mr. Behunin clarified that the internal road Council Member McPherson was referring to is actually a driveway so it will be private property and the Sunbeam extension will be extended and paid for by the applicant. Staff just wanted to be sure it was understood that the road is private. Also, the applicants had 72% open space without the reduction in units. Planning and Development only requires 10%.

Council Member McPherson said he understands but his concern is the amount of traffic that would be going out onto Sunbeam. It is a long straight road going out of a subdivision. Most subdivisions have winding roads to keep traffic at a minimum speed. He fears the traffic approaching School Street will be at a higher speed.

Mr. Behunin explained that the City has approved what is called a functionally classified road map. Sunbeam is identified as a classified road and will be a collector whether it is single-family homes or multi.

Council Member Cardoza asked if 16-01-ZC, 16-02-CPM, and 16-01-S should have separate motions or do they have to be approved or denied together.

City Attorney Richard Roats responded that 16-02-CMP has been withdrawn so it will just be the rezone and approval of the subdivision and there is no reason to treat them separately unless Council wishes to do so. The applicant is asking for the rezone and the subdivision as one (1) application.

Council Member Cardoza moved to deny 16-01-ZC and 16-01-S as per the comp plan, Kuna City Code, and testimony on record. Seconded by Council President Jones. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Jones, and McPherson

Voting No: Council Member Buban-Vonder Haar

Motion carried 3-1.

- B.** Public Hearing and consideration to approve Ordinance No. 2016-27 and Resolution No. R55-2016 – Annual Appropriations – John Marsh, City Treasurer
(Timestamp 01:29:00)

- 1.** Public Hearing and consideration to approve Ordinance No. 2016-27 Annual Appropriations Ordinance

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, APPROPRIATING THE SUM OF \$18,064,679 TO DEFRAID EXPENSES AND LIABILITIES OF THE CITY OF KUNA FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY; SPECIFYING THE OBJECTS AND PROPOSED EXPENSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING AN EFFECTIVE DATE.

City Treasurer John Marsh presented the proposed budget for fiscal year 2017. He highlighted the summary of the budget. The total budget proposed is \$18,064,679.00 and is made up of several funds.

The General Fund is \$5,729,506.00 and includes the Foregone Property Taxes which is separate and is covered in Ordinance 2016-27 and Resolution R55-2016. The Foregone Tax is \$57,319.00. There is also the Capital Projects Fund at \$663,075.00, Agency Fund at \$64,550.00, Late Comers Fund at \$458,923.00, Grant Fund at \$1,154,725.00, Park Impact Fee Fund at \$187,800.00, Well Mitigation Fund at \$251,341.00, and the Proprietary Funds which include the Water Fund at \$2,963,204.00, Sewer Fund at \$3,536,178.00, Irrigation Fund at \$1,380,858.00, and Solid Waste Collection Fund at \$1,674,519.00 making the Proprietary Funds total \$9,554,759.00 and the grand total of all funds \$18,064,679.00. He stood for questions.

Council Member Cardoza asked about the Well Mitigation Fund. He thought it was going into the Water Fund.

City Engineer Gordon Law responded it would in the next fiscal year.

Mayor Stear opened the public hearing.

In Favor: None

Neutral: None

In Opposition:

Orbre Schoonover, 581 S School Avenue, Kuna, Id 83634, testified that he is a retired forester and is with his wife Luana who is a retired registered nurse. They moved to Kuna seven (7) years ago or so to be close to grandkids. He thanked Council for what they do. It is sometimes a thankless job and he appreciates their service. Kuna is a wonderful place to live. All his dealings with the employees of Kuna are great and they are really good people. The town is a friendly, nice town. However, he was reading the newspaper and is hoping they got it wrong and misquoted. It says that Council is frustrated that when they put bonds up people vote against them but they are hearing people say they want these things. He is not sure Council understands in this economy the only thing that has come down is gas prices; everything else is up. People are struggling to make their health premium costs which they were told would go down and they haven't. They have gone up every year. Grocery prices are sky high. He understands that they are frustrated that people keep voting "no". He personally would like to see a swimming pool in Kuna but when the citizens pay to build the pool and then management and operation is turned over to the YMCA and they charge them an arm and leg to use the pool they just built, people are not going to vote for that. He would have voted for it if it had been presented differently and worded better. He feels the City could have handled it. He also does not understand why he is sending his money to Caldwell and not Kuna. It is really frustrating. The first time the pool was put up, and he apologized for saying this, but it was as if the City was saying the Citizens would get a pool if the City got a new City Hall. If that was not the intent he apologizes. If he had \$1.2 million left over from last year and expected \$1.6 million left over from this year he would not be asking his friends and family for \$53,000.00. It does not make sense at all. It also really irked him when he read in the paper that someone in Council said Kuna is place for unsuccessful people to live. If that was taken out of context he apologizes and the City should have the paper retract the statement. He thinks successful people continue to move here and like it. He likes it here. He asks that if the City does not need the money they not take a tax increase and he does not think the City needs the money.

Pete Peterson, 1047 Ashwood Court, Kuna, Id 83634 testified that he feels pretty much the same as Mr. Schoonover. He said Council Member Cardoza during the previous public hearing basically said that he is for the people. The people voted the first pool down. The people do not want a pool. The second pool was also shot down. He read in the paper that Council Member Buban-Vonder Haar's constituents keep telling her they want progress and recreation sites. He gets that but they have every opportunity to vote like everyone else. The people that are paying taxes are the people who are passionate about voting. He respects what the newest Council Member, or newest to him, has to say and thanked him for his common sense. If the rest of Council has not gotten the message by now he does not know if they ever will. Raising taxes to build a pool will not be enough. It would take years and taxes will continually be raised. He is not against progress but he sees a lot of it here. The City should be smart about it and he does not see that. Council's number one job is to protect people's liberty whether they know it or not. Raising taxes on residents is tyranny and that is how this country started.

City Clerk Chris Engels read a letter from David Szplett into the record:

*September 6, 2016
Mayor and Council, City of Kuna
P.O. Box 13
Kuna, ID 83634*

Re: City of Kuna Budget Hearing on September 6, 2016

Please add my few comments to the official record.

- 1. Please look for alternative police force to replace your Ada County Sheriff's contract. The Sheriff's office does not appear to know the difference between right and wrong. I approached the Sheriff during Dean Obray's tenure and he told me that there "is nothing wrong." I then spent two weeks of my life with the Attorney General's office and we know how that ended. Another Mayor, who is technically also the police chief, used his law firm to defend people cited for city infractions. The Sheriff again told me that nothing is wrong. I just made another trip to the AG's office.*
- 2. I believe that many of us taxpayers have serious doubts about the City's ability to prepare and follow a budget. How else could you "find" the money for a new city hall without ever budgeting for one?*
- 3. Our City tossed away two businesses (the body shop and the car wash on West Main Street) that paid a total of \$7,000 a year in property taxes. You should not be raising my taxes to compensate for your decisions to eliminate businesses. Since ACHD owns the car wash, you won't get any taxes from them this year either.*

*Thank you.
Dave Szplett
970 Ashwood Court*

*Kuna, ID 83634.2245
208.863.4153*

Mayor Stear asked for a motion to close the public hearing.

Council Member Buban-Vonder Haar moved to close the public hearing.
Seconded by Council Member McPherson. Motion Carried 4-0.

Council President Jones stated that he feels the reserves can stay the same without raising taxes if only part of the foregone is levied to keep the tax rate the same. There are some things listed in the budget that are a little conservative which he appreciates. There are a couple items listed at more than what he thinks will actually be spent. He thinks between those two (2) things the same end goal of having the same amount of money in the reserves can be achieved. He wanted to clarify that his comment regarding City Hall in the newspaper was not complete. He supports the purchase of City Hall 100%. He thinks it was a wise decision. What he was disappointed in was how the money no longer needed for rent was being dealt with. The tax base collected \$42,000.00 a year for the express purpose of covering the rent. Now that money is no longer needed for rent. As a tax payer he would say he wants that money back but he also is fine with reserving that money for something else. He does not understand the true notion of why Council cannot make reserve accounts. There has been talk about not being able to bind future Councils but looking at it from a citizen's perspective; he is not comfortable giving his money when he does not know what it will be spent on. Looking at the property tax revenue every year going back four (4) years, the City has been off every year to the tune of \$20,000.00 - \$40,000.00. The City has received more revenue than what is projected. That is not factored into this year's end of the budget so he would assume that some deferral that comes in the last couple months will be added to that which could make up some of the \$53,000.00. Another thing Council talked about that he is not sure was resolved is budgeting for two (2) engineers for one (1) full year. He does concur that it is better for the City to have the current engineer train the incoming engineer. Having an engineer come in after the previous has left is a detriment to the City but he does not think the caliber of engineer the City should be hiring as a replacement would need a full year. They have talked about reducing it to 6 to 8 months but that is not being reflected in the numbers. In his experience with Aerospace engineering he has never seen someone train alongside a predecessor for that long. It is a different type of engineer but he does not see the need for an entire year of training. The City had the luxury of purchasing City Hall outright because of tax payers and it is not right to ask them to keep paying. He is fine with reallocating the money but he is not for any kind of increase. He thinks there are people in this City who cannot afford any increase at all and he has a duty to protect them. He thanked Council for not suggesting taking the foregone and 3% increase.

Council Member Buban-Vonder Haar reiterated what she had indicated at the last budget meeting. She has no objection to earmarking the money previously

used for rent and Kuna has a disproportionate tax income base. It is about 80% residential and 20% commercial. Usually cities are more evenly balanced. The more commercial development is drawn to Kuna; the less the burden of taxes for individual property owners. That is part of her interest in saving up money to create additional recreational opportunities and continue to make Kuna enticing. She feels the city is close to the tipping point where more commercial development will come in and help the tax base.

Council President Jones responded that he does not disagree. He thinks all of the council members made valid points that they based their decisions on. He just thinks it can be done with the money that the City has without looking for more.

Council Member McPherson said both made valid points. He agrees with Council President Jones; it can be done with what the City has. He has thought about it over the last couple weeks and really feels that the right decision was made in just taking the foregone. It will still put the City in a good position. Previous Council and administration have set the City up to succeed. The future will be good. There is still the option to take the rest of the tax increase in the future which is good but for now the City is in a good spot and taking just the foregone was the right decision.

Council Member Cardoza thanked the citizens who came to the meeting. Only two (2) voiced an opinion out of 16,000. He rebutted previous testimonies citing the fourteen (14) year old boy who had problems with the police department recently. He feels kids do not have anything to do in Kuna.

Mr. Pete Peterson responded that he knows the boy's teachers and heard testimonies from them. He had problems for a long time and it is a lot more complicated. There are individual cases like this but that does not mean all of Kuna's kids will kill themselves.

Council Member Cardoza said perhaps if the boy had been given more assistance or had more recreational opportunities things would have been different.

Attendees wanted to rebut some of Council's statements. The Public Hearing was reopened.

Orbre Schoonover said it looks like the City is set financially. He would be all for it if there was something concrete but throwing out random ideas such as putt-putt golf and pottery painting; any community would have upset people. It doesn't work to just leave space; you can't protect yourself from everything. If the City needs the money say so, but it seems like it is just wanted and not needed. That bothers him.

Council Member Cardoza addressed Mr. Schoonover's statement. He said the future operations of the City are unknown. The City keeps adding to the greenbelt, the parks, and giving back to the citizens by supporting local events. As Kuna grows Council does not want to be unable to sustain what is already established. He thinks most people have a savings account. The other day he saved a customer some money and the customer told him with that money he could buy three (3) cans of chili for his family's dinner. In Council Member Cardoza's family chili is a side dish with meat and potatoes. He realizes there are people out there living on a different scale than he does, but he would be neglecting his job if he did not look to the future needs of Kuna's citizens. Children need recreational opportunities. What is not spent on maintaining Kuna's children will be spent on a police department and jail system. If that can be avoided it would save a lot of money. That is why he makes the decisions he makes. Citizens want sidewalks, paved roads, a greenbelt, and a bus system. Council has to budget for that and they can't budget out every year if they do not plan for the future growth of the city. They are not taking a rate increase; the school district, library, and fire department do that. Kuna is one of the few communities in Idaho that is debt free. That says Council is doing their job well. Council will have to tax a little bit so it doesn't hurt to provide what is being asked for or they will have to say the City can't provide the requested amenities.

Mr. Schooner said he thinks \$1.6 million is a pretty good reserve fund. He was not aware that Kuna took care of the streets and if they do he has a complaint.

Mayor Stear said Kuna does not maintain the streets and directed that the public hearing needs to be closed.

Council Member Buban-Vonder Haar moved to close the public hearing, seconded by Council Member Cardoza. Motion Carried 4-0.

Mayor Stear stated that Kuna has been very fortunate to have had some growth that brought in some extra income enabling the City to buy some amenities such as a splash pad, a fairly large new park, and some new equipment. All of that is paid for by growth. That money can come or go. If the economy fails next year that money is not coming but, for now, new amenities are possible. The splash pad costs \$20,000.00 a year to maintain. There is a police increase. The tax revenue is the City's only sustaining source of income. If the growth stops the City would have to start laying-off people and maybe turn the splash pad into a basketball court. The City has to keep up with the growth. Over the last four (4) years the tax on his home that goes to the City has gone down \$56.00. What is being asked for with this levy is \$6.00 more. Kuna citizens are still ahead. The only way this city can grow and maintain the current level of service is to occasionally take a little bit of an increase. The budget cannot stay the same while the number of people in this town grows. Council is not asking for a lot of money. He could almost guarantee that, even if they take a 3% increase, taxes will go down because of the growth. All Council is trying to do is keep the taxes

somewhat level; not trying to take the tax payers for extra money. He feels the decision to levy the foregone taxes and lay out the budget the way they did was the right way to go. As for the engineer job and overlap, that is a safety net. They may not need use that but he would feel the City did not do their job well if the engineer they hire did not work out or the training period was too short. A mistake by the City Engineer can cost the City hundreds of thousands of dollars. It is better to have that safety net to make sure the new engineer will work and is comfortable in their position.

Council President Jones asked Mayor Stear why citizens have to pay for growth when they are not contributing to the growth. He does not have a problem paying for increase of services to maintain what he already has but if he has to pay for infrastructure to put a lift station down the road so another developer can come in and make money; he does not feel that is his responsibility. He understands the cost of living and the little extra stuff needed to maintain what Kuna already has but paying for the growth is where he has an issue.

Mayor Stear said the growth has been paying for itself. That is why taxes have decreased over the last four (4) years. When a lift station goes in it is paid back by the developer. Money has to be put up front in order to make something happen but then the money comes back.

Council President Jones still did not understand the need for a tax increase in correlation to growth and future needs.

Council Member Buban-Vonder Haar clarified that Mayor Stear was saying that the fact that over the last four (4) years taxes actually went down but the City was still able to purchase a City Hall and fund additional items and amenities is because of the growth; more people are paying taxes so individuals are paying less but there is more revenue.

Council President Jones is against taxes altogether but if the City is going to commit to generalized expenditures in the future he is willing to look at that.

Council Member Buban-Vonder Haar agreed as long as it is broad enough to not tie their hands unnecessarily. She thinks if there is interest in that they can ask City Treasurer John Marsh to help put that together.

Council Member Cardoza asked City Attorney Richard Roats if Council took the money that was previously used for rent and put it in a line item for future purchases would future Councils be able to change that at future budget meetings.

Mr. Roats said that is correct.

Council Member Cardoza asked if that was Council President Jones' concern.

Council President Jones said he would feel more comfortable if he knew what that money was going to be allocated for. It does not have to be specific but he would like an idea of what the money is going to. He does not like taking the \$53,000.00 when it is not needed.

Council Member Cardoza stated that he felt Council President Jones' concern should be addressed before moving on.

Council President Jones said he did not think it could be resolved in this meeting. Council can vote and his concerns can be discussed at the next meeting.

Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2016-27. Seconded by Council Member McPherson. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2016-27. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: Jones

Motion carried 3-1.

Council Member Buban-Vonder Haar moved to approve summary publication of Ordinance No. 2016-27. Seconded by Council Member McPherson. Motion carried 4-0.

2. Public Hearing and consideration to approve Resolution No. R55-2016 Certification of Foregone Property Tax Levy

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE 2016-27, FOREGONE PROPERTY TAXES.

City Treasurer John Marsh explained this is just an addendum to the prior ordinance as required by the legislature. It sets out the Foregone Property Tax amount that was accepted; \$53,719.00. He stood for questions.

Council Member Cardoza asked why the resolution is after the appropriation.

Mr. Marsh said, based on discussion and testimonies in the appropriations hearing, Council can accept, deny, or change the amount to levy and then the resolution can be adjusted accordingly. It could go either way. This is a new requirement so procedure is still being worked out.

Mayor Stear opened the public hearing.

In Favor: None

Neutral: None

In Opposition: None

Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion Carried 4-0.

Council President Jones referred to his previous comments.

Council Member Buban-Vonder Haar moved to approve Resolution No. R55-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: Jones

Motion carried 3-1.

- C. Public Hearing and consideration to approve Ordinance No. 2016-28 Amending Kuna City Code (16-03-ZOA Zoning Ordinance Amendment) - A request by the City of Kuna – Wendy Howell, Planning & Zoning Director
(Timestamp 02:25:54)

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE OF CITY OF KUNA, IDAHO, AMENDING TITLE 5, CHAPTER 1, SECTION 6-2 ENTITLED “MEANINGS OF TERMS OR WORDS” TO MAKE CHANGES TO THE DEFINITIONS; AMENDING TITLE 5, CHAPTER 3, SECTION 2, ENTITLED “LAND USE TABLE” TO MAKE CHANGES TO LAND USES RELATED TO THE REQUIREMENT FOR EITHER A PERMITTED OR SPECIAL USE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

Planning & Zoning Director Wendy Howell said this ordinance basically just adds definitions and land uses to the current land use table and zoning ordinance. They are consistent with the comprehensive plan. At the time the staff report was written Central District Health and Idaho Transportation Department had not turned in their agency responses and both had no objections. She stood for questions.

Mayor Stear opened the public hearing.

In Favor: None

Neutral: None

In Opposition: None

Council President Jones asked why the exception was changed on the automobile shop.

Ms. Howell responded the intent was not changed; it was just made easier to read and interpret. The exception was already in the ordinance.

Council President Jones clarified that the City is allowing people to only work on one (1) car at a time at their dwelling and if they choose to have multiple cars the parts and equipment for the cars not being worked on must be screened and removed from view of the street.

Ms. Howell explained that it means someone can work on thier own vehicle but not leave parts and equipment out. It becomes a nuisance and becomes a code enforcement issue.

Mayor Stear asked for a motion to close the public hearing.

Council Member Buban-Vonder Haar moved to close the public hearing, second by Council Member McPherson. Motion carried 4-0

Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2016-28. Seconded by Council Member McPherson. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2016-28. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve summary publication of Ordinance No. 2016-28. Seconded by Council Member McPherson. Motion carried 4-0.

7. Business Items:

- A. Consideration to approve 16-07-FP (Final Plat), Timbermist LLC – Trevor Kesner, Planner II**

(Timestamp 02:30:33)

Applicant is requesting Final Plat approval for Timbermist residential Subdivision No. 3. The Final Plat for Timbermist Subdivision No. 3 proposes 47 residential lots and three (3) common lots on approximately 12.22 acres (APN #S1312336015)

Senior Planner Troy Behunin presented the matter to Council and stood for questions.

Council President Jones asked if this is the final phase.

Mr. Behunin said it is not, it will be going further east. That is in the next business item on the agenda.

Council Member Buban-Vonder Haar moved to approve 16-07-FP (Final Plat). Seconded by Council Member McPherson. Motion carried 4-0.

B. Consideration to approve 16-08-FP (Final Plat), Timbermist LLC – Trevor Kesner, Planner II

(Timestamp 02:32:18)

Applicant is requesting Final Plat approval for Timbermist residential Subdivision No. 4. The Final Plat for Timbermist Subdivision No. 4 proposes 51 residential lots and seven (7) common lots on approximately 15.86 acres (APN #S1312346030)

Senior Planner Troy Behunin presented the matter to Council. It is the 4th and final plat. He stood for questions.

Council Member Cardoza asked if each plat has to come before Council when there are no changes to the development agreement.

Mr. Behunin said it does because code requires final plat applications get final plat approval so the applicant knows they are in substantial conformance. It also prompts the applicant to go through the final plat process. There are a number of checklist items they have to fulfill and a number of different things to complete for each phase.

Council Member Cardoza asked if it is a state law that Council approves every plat when there is an agreement that spells out everything that is required.

Mr. Behunin explained it is an opportunity for the applicant to propose a final plat and for staff to verify it is in substantial conformance. Once in a while there are developers that propose something different on a final plat and it has to be evaluated. The City is a signature on the final plat so it is a good opportunity for a final check.

Mr. Roats said it is required by state code.

Council President Jones asked if they could be under the consent agenda if there are no changes.

Mr. Roats confirmed they could.

Planning and Zoning like the idea of putting plats under consent agenda.

Council Member Buban-Vonder Haar moved to approve 16-08-FP (Final Plat). Seconded by Council Member McPherson. Motion carried 4-0.

- C. Consideration to approve 16-10-FP (Final Plat – Patagonia Sub No. 1) – Troy Behunin, Senior Planner
(Timestamp 02:36:04)

Applicant seeks final plat approval for Patagonia Subdivision No. 1. If approved, this will create 51 single family lots, and six (6) common lots.

Senior Planner Troy Behunin presented the matter to Council and stood for questions.

Council Member Cardoza asked about 16-09-FP. The numbers jumped from 16-08-FP to 16-10-FP.

Mr. Behunin said it would be presented at the next meeting.

Council Member Buban-Vonder Haar moved to approve 16-10-FP (Final Plat). Seconded by Council Member McPherson. Motion carried 4-0.

- D. Consideration to approve Resolution No. R56-2016 Approving an Agreement with Patagonia Development LLC for Cost Recovery on Over-sized Water Trunk Lines – Gordon Law, City Engineer
(Timestamp 02:38:36)

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$149,008.74 WITH PATAGONIA DEVELOPMENT, LLC.

City Engineer Gordon Law indicated there are five (5) agreements pertaining to cost recovery for oversizing the facilities in Patagonia Development. There is a separate agreement for each. He also indicated that these agreements are to be approved as is to form. There are still some punch list items the developer has to complete on three (3) of these agreements. The agreements will not be release until those items are complete. This is typical with these types of agreements. He asked that Council consider these agreements and recommends approval for each. They will recover the costs over a period of ten (10) years paid out of connection fees that are collected by the City.

Council President Jones asked if all the work had been completed.

Mr. Law said that particular project is completed except for the punch list he already mentioned.

Council Member Buban-Vonder Haar moved to approve Resolution No. R56-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

- E.** Consideration to approve Resolution No. R57-2016 Approving an Agreement with Patagonia Development LLC for Cost Recovery on Over-sized Sewer Trunk Lines – Gordon Law, City Engineer
(Timestamp 02:41:00)

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$24,014.11 WITH PATAGONIA DEVELOPMENT, LLC.

Council Member Buban-Vonder Haar moved to approve Resolution No. R57-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

- F.** Consideration to approve Resolution No. R58-2016 Approving an Agreement with Patagonia Development LLC for Cost Recovery on Over-sized Pressure Irrigation Trunk Lines – Gordon Law, City Engineer
(Timestamp 02:41:27)

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$22,292.28 WITH PATAGONIA DEVELOPMENT, LLC.

Council Member Buban-Vonder Haar moved to approve Resolution No. R58-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

- G.** Consideration to approve Resolution No. R59-2016 Approving an Agreement with Patagonia Development LLC for Cost Recovery on Over-sized Pressure Irrigation Pump Station – Gordon Law, City Engineer

(Timestamp 02:41:55)

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$345,826.45 WITH PATAGONIA DEVELOPMENT, LLC.

Council Member Buban-Vonder Haar moved to approve Resolution No. R59-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

- H.** Consideration to approve Resolution No. R60-2016 Approving an Agreement with Patagonia Development LLC for Cost Recovery on Over-sized Sewer Lift Station – Gordon Law, City Engineer

(Timestamp 02:42:18)

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$661,920.73 WITH PATAGONIA DEVELOPMENT, LLC.

Council Member Buban-Vonder Haar moved to approve Resolution No. R60-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

- I.** New City Hall Update (*No Action Required*) – Bob Bachman, Facilities Director
(Timestamp 02:42:40)

Facilities Director Bob Bachman said they are on budget and on schedule. He stood for questions.

Council President Jones said he appreciates everything Mr. Bachman is doing at the new City Hall. He is concerned about how much time Mr. Bachman is putting in on this project.

Mr. Bachman said he appreciates that but he views the hours he is putting in as part of his job.

- J.** Consideration to approve Resolution No. R62-2016 Idaho Humane Society Contract
– Richard Roats, City Attorney
(Timestamp 02:45:12)

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

City Attorney Richard Roats explained this is a standard renewal resolution for the Idaho Humane Society contract. He stood for questions.

Council Member Cardoza asked if there was a price built into this agreement.

Mr. Roats said it is in the contract.

Council Member Cardoza asked City Treasurer John Marsh what the City paid last year. He was concerned about the amount being paid this year.

City Treasurer John Marsh said the Humane Society Contract in 2017 is \$61,465.00. Fiscal Year 2016 was \$59,675.00. The year prior to that was \$57,175.00. It has gone up anywhere from 3% to 5% every year.

Council Member Cardoza asked if the amount was negotiable.

Mr. Roats said it could be negotiated. He suggested bringing them in to discuss the concerns that are brought to the City with the service level received. Every year they apply the automatic increase and send it. However, Kuna is not getting fabulous service and things are increasing.

Mayor Stear said with the Prosecutor's Office it is based on cases and usage. It doesn't work that way with the Humane Society.

Council Member Cardoza asked if the work load was increasing enough to substantiate the increase.

Mayor Stear said he did not know.

Council Member Cardoza said they used to bring in reports.

City Clerk Chris Engels said they still do. She was not aware they wanted copies of those.

Mayor Stear said this should be looked into.

Council Member Cardoza suggested tabling the issue until they can substantiate the increase.

Mr. Roats said their reason for the increase is, according to Idaho Humane Society, as of the time of budgeting the City of Kuna population represents approximately 4% of the population base which they serve. Kuna service calls represent 5% of the total calls for the jurisdictions they serve. At the same time Kuna pays 3% of the total contract amount Idaho Humane Society receives for animal control services. They have stated they would like Kuna's share of the contract to be 4% to 5%. As a result they projected a 3% increase to get closer to the 4% of the total amount they receive. However, he has nothing to substantiate those numbers.

Council Member Cardoza said it is interesting that they will go to Meridian or Boise on the same service call because they are in the loop. He would like to know if those cities are getting charged.

Council Member Buban-Vonder Haar said she does not think they have a contract with Meridian because Meridian has their own Humane Society.

Mr. Roats asked Kuna Chief of Police Justin Dusseau how the police break it down when they are called to an address.

Mr. Dusseau said it is a delicate subject. On almost every occasion Kuna Police arrive first. He believes they only charge for Kuna City Limits. He asked that they review their reports and look into the timeliness of what they are doing. That is their biggest issue. Sometimes it takes them three (3) hours to get there and the Police sometimes have to handle an aggressive dog in the meantime.

Council Member Cardoza found that interesting. His daughter sometimes picks up strays. They have been told that it would be better if they could deliver the dog to the Humane Society.

Chief Dusseau said people also say they get an answering machine and no return phone call. Then they bring the dog to the police department. He said the Humane Society has a very important function but Kuna and the Human Society need to work together to make it more efficient and he is willing to help with that.

Council Member Cardoza agreed. Phone conversations are almost non-existent. That is a problem when the City is paying almost \$5,000.00 a month but no one is answering the phones.

Mayor Stear suggested tabling this and he could leave a message with the Humane Society the next day.

Council Member Buban-Vonder Haar said, in their defense, if Kuna is only 5% of their work load imagine the volume of calls they are getting on a daily basis.

Council Member Cardoza says he has a problem paying our police \$1.5 million to do their job when the City is also paying the Humane Society to do the same job.

Council Member Buban-Vonder Haar said the original expectations in terms of response time needs to be clarified. She would be shocked if, for that price, there was ever an expectation for them to be out here in thirty (30) minutes. They do not have the staff for that.

Chief Dusseau added the police department is very accessible so obviously if someone gets the Humane Society's answering machine they will go to the police. The Humane Society does not have a lot of staff so by the time they make their rounds it takes a lot of time. He does not know how to fix that but if they are charging for a service he suggests looking at how long it takes.

Mayor Stear suggested again that the item be tabled and looked into.

Council Member Buban-Vonder Haar moved to table Resolution No. R62-2016. Seconded by Council Member McPherson. Motion carried 4-0.

- K.** Consideration to approve Resolution No. R63-2016 Nampa Meridian Irrigation District Agreement – Richard Roats, City Attorney
(Timestamp 02:54:34)

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BY AND BETWEEN THE CITY OF KUNA AND THE NAMPA MERIDIAN IRRIGATION DISTRICT.

City Attorney Richard Roats presented the resolution and stood for questions.

Council Member Buban-Vonder Haar pointed out the title refers to the City as the City O Kuna. She asked that that be corrected.

Council Member Cardoza asked if Kuna would be paid for collecting assessments and charges.

City Engineer Gordon Law responded that it is a fundamental part of the whole process of the City having an irrigation district to do the assessment roll process which Kuna does in November. Kuna collects the money and the cost for collecting the money is part of the assessment roll itself; so no there is not a reimbursement.

Council Member Cardoza clarified that it is built in as a cost of what Kuna assesses.

Mr. Law confirmed Council Member Cardoza's statement.

Council Member Buban-Vonder Haar moved to approve Resolution No. R63-2016. Seconded by Council Member McPherson. Motion carried 4-0.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2016-29 Amending Kuna City Code 1-4-1 – General Penalty – Richard Roats, City Attorney
(Timestamp 02:656:50)

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of ordinance

AN ORDINANCE AMENDING KUNA CITY CODE 1-4-1 SETTING FORTH SEPARATE PARAGRAPHS FOR THE OFFENSES OF INFRACTION AND MISDEMEANOR PENALTIES; PROVIDING FOR A SEVERANCE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Richard Roats explained this ordinance takes the existing code and breaks it down and puts the fines in to enable Ada County to use it with their new system for record keeping. He stood for questions.

Council President Jones asked where the \$25.00 came from.

Mr. Roats said that is what Ada County uses for their infraction fine and then the court cost.

Council President Jones asked if a judge could override that.

Mr. Roats said typically on an infraction, if they do not have a court trial, the person just appears and, if they plead guilty, it is accepted and paid at the counter.

Council President Jones asked if it could be changed from a city standpoint.

Mr. Roats said in this section it is \$25.00 if it is not specified anywhere else in the code under the infractions.

Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2016-29. Seconded by Council Member McPherson. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2016-29. Seconded by Council Member McPherson. Approved by the following roll call vote:

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

Voting No: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve summary publication of Ordinance No. 2016-29. Seconded by Council Member McPherson. Motion carried 4-0.

9. Mayor/Council Discussion Items:

(Timestamp 02:59:57)

Council President Jones asked about the restocking fee discussed at the last meeting.

City Engineer Gordon Law responded he assigned someone to get that answer but he does not have it.

Council Member Cardoza asked about his inquiry into purchasing or exchanging property for that Ada County Highway District Property. He wanted to know if that had been followed up on.

Mayor Stear said not yet.

Council Member Cardoza asked if Mayor Stear had considered an open house for the new City Hall when it is complete.

Mayor Stear said he had and he would like to do something for the people who have gone above and beyond with this project in order to make the time line possible. That would probably be done separately.

Council Member Cardoza asked about the building at the park that was used to house the disc golf rental. He asked if it would be appropriate to house equipment and offices for the Parks Director and Facilities Director.

Parks Director Bobby Withrow said eventually they would like to use it for something like that but right now the area is too small.

Mayor Stear recalled it was fairly inefficient to heat and cool.

Council Member Cardoza suggested using it as a police substation.

Council President Jones asked if the City owns that road.

Mr. Withrow said it is owned by ACHD but they do not maintain it.

10. Announcements:

11. Executive Session:

12. Adjournment: 9:06 pm

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Customer Service Specialist

Date Approved: CCM 09.20.2016

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

Sep 15, 2016 05:33PM

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	4110931-000	4673	<u>DRIP SUPPLIES FOR FLOWER BEDS, STOCK, PARKS, B WITHROW, AUG 16</u>	08/31/2016	1.86	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1461	2M COMPANY, INC.	4110931-000	4673	<u>DRIP SUPPLIES FOR FLOWER BEDS, STOCK, PARKS, B WITHROW, AUG 16, WATER</u>	08/31/2016	1.27	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1461	2M COMPANY, INC.	4110931-000	4673	<u>DRIP SUPPLIES FOR FLOWER BEDS, STOCK, PARKS, B WITHROW, AUG 16, SEWER</u>	08/31/2016	1.27	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
1461	2M COMPANY, INC.	4110931-000	4673	<u>DRIP SUPPLIES FOR FLOWER BEDS, STOCK, PARKS, B WITHROW, AUG 16, PI</u>	08/31/2016	.49	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 4110931-000:						4.89	.00					
1461	2M COMPANY, INC.	4110948-000		<u>1 PROPLAT, 6X250 PRO PLATINUM PLUS, HANES LANDSCAPE FABRIC, AUG 16</u>	08/31/2016	47.50	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1461	2M COMPANY, INC.	4110948-000		<u>1 PROPLAT, 6X250 PRO PLATINUM PLUS, HANES LANDSCAPE FABRIC, AUG 16, WATER</u>	08/31/2016	32.50	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1461	2M COMPANY, INC.	4110948-000		<u>1 PROPLAT, 6X250 PRO PLATINUM PLUS, HANES LANDSCAPE FABRIC, AUG 16, SEWER</u>	08/31/2016	32.50	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
1461	2M COMPANY, INC.	4110948-000		<u>1 PROPLAT, 6X250 PRO PLATINUM PLUS, HANES LANDSCAPE FABRIC, AUG 16, PI</u>	08/31/2016	12.50	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 4110948-000:						125.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

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
1461	2M COMPANY, INC.	4110966-000	4680	<u>REPLACEMENT VALVE FOR NEW CITY HALL, B WITHROW, AUG 16</u>	08/31/2016	5.08	.00	40-6166_PP&E PURCHASES OPERATIONS	1058	8/16		
1461	2M COMPANY, INC.	4110966-000	4680	<u>REPLACEMENT VALVE FOR NEW CITY HALL, B WITHROW, AUG 16, WATER</u>	08/31/2016	3.48	.00	20-6166_PP&E PURCHASES OPERATIONS	1058	8/16		
1461	2M COMPANY, INC.	4110966-000	4680	<u>REPLACEMENT VALVE FOR NEW CITY HALL, B WITHROW, AUG 16, SEWER</u>	08/31/2016	3.48	.00	21-6166_PP&E PURCHASES - OPERATIONS	1058	8/16		
1461	2M COMPANY, INC.	4110966-000	4680	<u>REPLACEMENT VALVE FOR NEW CITY HALL, B WITHROW, AUG 16, PI</u>	08/31/2016	1.34	.00	25-6166_PP&E PURCHASES - OPERATIONS	1058	8/16		
1461	2M COMPANY, INC.	4110966-000	4680	<u>WIRE STRIPPERS, B WITHROW, AUG 16, PARKS</u>	08/31/2016	7.12	.00	01-6175_SMALL TOOLS	1004	8/16		
Total 4110966-000:						20.50	.00					
1461	2M COMPANY, INC.	4111195-000	4701	<u>2 IN COUPLER, PIPE PRIMER AND CEMENT FOR ARBOR RIDGE, PARKS, P KAUFMAN, SEPT 16</u>	09/07/2016	61.78	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/16		
Total 4111195-000:						61.78	.00					
Total 2M COMPANY, INC.:						212.17	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0495005	4666	<u>NOTARY STAMP IN BLACK FOR A WELKER, ADMIN, AUG 16</u>	09/01/2016	32.46	.00	01-6165_OFFICE SUPPLIES	0	9/16		
277	ABC STAMP, SIGNS & AWARDS	0495005	4666	<u>NOTARY STAMP IN BLACK FOR A WELKER, WATER, AUG 16</u>	09/01/2016	.82	.00	20-6165_OFFICE SUPPLIES	0	9/16		
277	ABC STAMP, SIGNS & AWARDS	0495005	4666	<u>NOTARY STAMP IN BLACK FOR A WELKER, SEWER, AUG 16</u>	09/01/2016	.82	.00	21-6165_OFFICE SUPPLIES	0	9/16		
277	ABC STAMP, SIGNS & AWARDS	0495005	4666	<u>NOTARY STAMP IN BLACK FOR A WELKER, PI, AUG 16</u>	09/01/2016	.41	.00	25-6165_OFFICE SUPPLIES	0	9/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

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 0495005:						34.51	.00					
Total ABC STAMP, SIGNS & AWARDS:						34.51	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	082016-2		<u>ACHD IMPACT FEE TRANSFER FOR AUG 2016</u>	09/09/2016	100,452.00	100,452.00	01-2510 <u>ACHD IMPACT FEE TRANSFER</u>	0	8/16	09/09/2016	
Total 082016-2:						100,452.00	100,452.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						100,452.00	100,452.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	6627		<u>SHERIFF SERVICES, SEPT 16</u>	09/01/2016	130,825.29	.00	01-6000 <u>LAW ENFORCEMENT SERVICES</u>	0	9/16		
Total 6627:						130,825.29	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						130,825.29	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	11543		<u>QUARTERLY MAINTENANCE CHARGES FOR 10-1-16 TO 9-30-17, ADMIN, SEPT 16</u>	09/01/2016	94.08	.00	01-6255 <u>TELEPHONE</u>	0	9/16		
1566	ADVANCED COMMUNICATIONS, INC.	11543		<u>QUARTERLY MAINTENANCE CHARGES FOR 10-1-16 TO 9-30-17, P&Z, SEPT 16</u>	09/01/2016	33.60	.00	01-6255 <u>TELEPHONE</u>	1003	9/16		
1566	ADVANCED COMMUNICATIONS, INC.	11543		<u>QUARTERLY MAINTENANCE CHARGES FOR 10-1-16 TO 9-30-17, WATER, SEPT 16</u>	09/01/2016	87.36	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	9/16		
1566	ADVANCED COMMUNICATIONS, INC.	11543		<u>QUARTERLY MAINTENANCE CHARGES FOR 10-1-16 TO 9-30-17, SEWER, SEPT 16</u>	09/01/2016	87.36	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	9/16		
1566	ADVANCED COMMUNICATIONS, INC.	11543		<u>QUARTERLY MAINTENANCE CHARGES FOR 10-1-16 TO 9-30-17, PI, SEPT 16</u>	09/01/2016	33.60	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	9/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

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 11543:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	38847		<u>ANNUAL WELL SAMPLES FOR WELLS #6 & 7, MONTHLY BACTERIA SAMPLES, WATER, AUG 16</u>	08/31/2016	3,010.50	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/16		
Total 38847:						3,010.50	.00					
1	ANALYTICAL LABORATORIES	38848		<u>LAB SAMPLES, SEWER, AUG 16</u>	08/31/2016	1,713.60	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	8/16		
Total 38848:						1,713.60	.00					
Total ANALYTICAL LABORATORIES:						4,724.10	.00					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	5768033		<u>BVEP MEMBERSHIP DUES, 10-1-16 TO 9-30-17 FOR MAYOR JOE STEAR, AUG 16</u>	08/24/2016	2,500.00	.00	<u>01-1500 PREPAID INSURANCE</u>	0	8/16		
Total 5768033:						2,500.00	.00					
Total BOISE METRO CHAMBER OF COMMERCE:						2,500.00	.00					
BONNEVILLE BLUEPRINT SUPPLY, INC.												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	2525/2		<u>36X150 20# BOND, JULY 16, WATER</u>	07/26/2016	28.09	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/16		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	2525/2		<u>36X150 20# BOND, JULY 16, SEWER</u>	07/26/2016	28.09	.00	<u>21-6150 MAINT. & REPAIRS - SYSTEM</u>	0	7/16		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	2525/2		<u>36X150 20# BOND, JULY 16, PI</u>	07/26/2016	10.69	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	7/16		

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Total 2525/2:						66.87	.00					
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:						66.87	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	5193979	4654	2 CS TRI FOLD PAPER TOWELS FOR PARKS, B WITHROW. AUG 16	08/30/2016	40.99	.00	01-6025 JANITORIAL	1004	8/16		
Total 5193979:						40.99	.00					
Total BRADY INDUSTRIES OF IDAHO LLC:						40.99	.00					
CENTURYLINK												
62	CENTURYLINK	082516-09241		DEDICATED LANDLINE, SR CTR, SEPT 16	08/25/2016	55.38	.00	01-6255 TELEPHONE	1001	9/16		
Total 082516-092416:						55.38	.00					
62	CENTURYLINK	082516-09241		DEDICATED LANDLINE, SCADA, 08-25-16 TO 09-24-16, SEPT 16 WATER	08/25/2016	16.83	.00	20-6255 TELEPHONE EXPENSE	0	9/16		
62	CENTURYLINK	082516-09241		DEDICATED LANDLINE, SCADA, 08-25-16 TO 09-24-16, SEPT 16 SEWER	08/25/2016	21.98	.00	21-6255 TELEPHONE EXPENSE	0	9/16		
62	CENTURYLINK	082516-09241		DEDICATED LANDLINE, SCADA, 08-25-16 TO 09-24-16, SEPT 16 PI	08/25/2016	7.13	.00	25-6255 TELEPHONE EXPENSE	0	9/16		
Total 082516-092416SCADA:						45.94	.00					
Total CENTURYLINK:						101.32	.00					
CONWAY DATA INC												
1825	CONWAY DATA INC	01016248		ECONOMIC DEVELOPMENT PUBLICATION, C ENGELS, AUG 16	08/25/2016	2,150.00	.00	01-6155 MEETINGS/COMMITTEES	1026	8/16		

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Total 01016248:						2,150.00	.00					
Total CONWAY DATA INC:						2,150.00	.00					
DERO												
1782	DERO	INV-00013969	4653	REPLACEMENT HOSE FOR BIKE REPAIR STATION, B.WITHROW, AUG.'16 -	08/30/2016	129.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/16		
Total INV-00013969:						129.00	.00					
Total DERO:						129.00	.00					
DIGLINE												
25	DIGLINE	0054654-IN		DIG FEES, AUG 16, WATER	08/31/2016	156.21	.00	20-6065 DIG LINE EXPENSE	0	8/16		
25	DIGLINE	0054654-IN		DIG FEES, AUG 16, SEWER	08/31/2016	156.21	.00	21-6065 DIG LINE EXPENSE	0	8/16		
25	DIGLINE	0054654-IN		DIG FEES, AUG 16, PI	08/31/2016	59.49	.00	25-6065 DIG LINE EXPENSE	0	8/16		
Total 0054654-IN:						371.91	.00					
Total DIGLINE:						371.91	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	6448071	4639	PRESSURE GAUGES, PI & BUTLER WELL, R.FORD, WATER - AUG.'16	08/24/2016	35.92	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	8/16		
1083	FLUID CONNECTOR PRODUCTS, INC.	6448071	4639	PRESSURE GAUGES, PI & BUTLER WELL, R.FORD, P.I. - AUG.'16	08/24/2016	143.69	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/16		
Total 6448071:						179.61	.00					

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				PARKS	08/19/2016	29.64	.00	01-6175 SMALL TOOLS	1004	8/16		
Total 7024487:						29.64	.00					
29	HOME DEPOT CREDIT SERVICES	7082431	4629	RATCHET STRAPS AND CABINETS FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16, BLDG	08/19/2016	36.20	.00	01-6175 SMALL TOOLS	1005	8/16		
29	HOME DEPOT CREDIT SERVICES	7082431	4629	RATCHET STRAPS AND CABINETS FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16	08/19/2016	92.95	.00	01-6175 SMALL TOOLS	1000	8/16		
29	HOME DEPOT CREDIT SERVICES	7082431	4629	RATCHET STRAPS AND CABINETS FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16, PARKS	08/19/2016	202.95	.00	01-6175 SMALL TOOLS	1004	8/16		
29	HOME DEPOT CREDIT SERVICES	7082431	4629	RATCHET STRAPS AND CABINETS FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16, WATER	08/19/2016	14.76	.00	20-6175 SMALL TOOLS	0	8/16		
29	HOME DEPOT CREDIT SERVICES	7082431	4629	RATCHET STRAPS AND CABINETS FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16, SEWER	08/19/2016	14.76	.00	21-6175 SMALL TOOLS	0	8/16		
29	HOME DEPOT CREDIT SERVICES	7082431	4629	RATCHET STRAPS AND CABINETS FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16, PI	08/19/2016	7.38	.00	25-6175 SMALL TOOLS	0	8/16		
Total 7082431:						369.00	.00					
29	HOME DEPOT CREDIT SERVICES	7970151	4636	CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16	08/19/2016	358.15	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
29	HOME DEPOT CREDIT SERVICES	7970151	4636	CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16, WATER	08/19/2016	245.05	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
29	HOME DEPOT CREDIT SERVICES	7970151	4636	CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16, SEWER	08/19/2016	245.05	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		

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29	HOME DEPOT CREDIT SERVICES	7970151	4636	<u>CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16, PI</u>	08/19/2016	94.25	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 7970151:						942.50	.00					
Total HOME DEPOT CREDIT SERVICES:						1,341.14	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	111		<u>CONTRACT SERVICES, SEPT 16</u>	09/01/2016	4,972.92	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	9/16		
Total 111:						4,972.92	.00					
Total IDAHO HUMANE SOCIETY:						4,972.92	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1002433	4707	<u>AD #1505415, PUBLICATION OF KUNA BUDGET PUBLIC HEARING NOTICE</u>	08/31/2016	162.29	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	8/16		
1802	IDAHO PRESS TRIBUNE, LLC	1002433	4707	<u>AD #1505415, PUBLICATION OF KUNA BUDGET PUBLIC HEARING NOTICE</u>	08/31/2016	111.04	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	8/16		
1802	IDAHO PRESS TRIBUNE, LLC	1002433	4707	<u>AD #1505415, PUBLICATION OF KUNA BUDGET PUBLIC HEARING NOTICE</u>	08/31/2016	111.04	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	8/16		
1802	IDAHO PRESS TRIBUNE, LLC	1002433	4707	<u>AD #1505415, PUBLICATION OF KUNA BUDGET PUBLIC HEARING NOTICE</u>	08/31/2016	42.71	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	8/16		
Total 1002433:						427.08	.00					
Total IDAHO PRESS TRIBUNE, LLC:						427.08	.00					
IDAHO RURAL WATER ASSOC												
33	IDAHO RURAL WATER ASSOC	4822	4690	<u>OCTOBER REGISTRATION FOR CLASS, WATER LAW TO YOU, C.DEYOUNG, WATER, AUG.'16</u>	09/09/2016	88.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	9/16		

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33	IDAHO RURAL WATER ASSOC	4822	4690	<u>OCTOBER REGISTRATION FOR CLASS, WATER LAW TO YOU, C.DEYOUNG, PI, AUG.'16</u>	09/09/2016	22.00	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	9/16		
Total 4822:						110.00	.00					
Total IDAHO RURAL WATER ASSOC:						110.00	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI07247	4617	<u>DISCHARGE FOR KUBOTA MOWER, B.GILLOGLY, AUG.'16 - PARKS</u>	09/01/2016	36.28	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/16		
Total PI07247:						36.28	.00					
Total IDAHO TRACTOR INC:						36.28	.00					
INTEGRA TELECOM												
1411	INTEGRA TELECOM	14103154		<u>MONTHLY TELEPHONE, DATA, NETWORK FOR SEPT 16,</u>	09/01/2016	592.27	.00	<u>01-6255 TELEPHONE</u>	0	9/16		
1411	INTEGRA TELECOM	14103154		<u>MONTHLY TELEPHONE, DATA, NETWORK FOR SEPT 16, P&Z</u>	09/01/2016	211.54	.00	<u>01-6255 TELEPHONE</u>	1003	9/16		
1411	INTEGRA TELECOM	14103154		<u>MONTHLY TELEPHONE, DATA, NETWORK FOR SEPT 16, WATER</u>	09/01/2016	549.99	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/16		
1411	INTEGRA TELECOM	14103154		<u>MONTHLY TELEPHONE, DATA, NETWORK FOR SEPT 16, SEWER</u>	09/01/2016	549.99	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/16		
1411	INTEGRA TELECOM	14103154		<u>MONTHLY TELEPHONE, DATA, NETWORK FOR SEPT 16, PI</u>	09/01/2016	211.54	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/16		
Total 14103154:						2,115.33	.00					
Total INTEGRA TELECOM:						2,115.33	.00					
INTERMOUNTAIN GAS CO												

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37	INTERMOUNTAIN GAS CO	072916-08261		<u>NATURAL GAS CONSUMPTION, NWWTP, 7-29-16 TO 8-26-16, AUG 16</u>	09/16/2016	9.30	.00	21-6290 UTILITIES EXPENSE	0	8/16		
Total 072916-082616NWWTP:						9.30	.00					
Total INTERMOUNTAIN GAS CO:						9.30	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08262016-090		<u>SANITATION RECEIPT TRANSFER 08-26-16 TO 9-1-16, AUG 16</u>	09/02/2016	10,962.97	10,962.97	26-7000 SOLID WASTE SERVICE FEES	0	8/16	09/02/2016	
230	J & M SANITATION, INC.	08262016-090		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 08-26-16 TO 9-1-16, AUG 16</u>	09/02/2016	-1,083.14	-1,083.14	01-4170 FRANCHISE FEES	0	9/16	09/02/2016	
Total 08262016-09012016:						9,879.83	9,879.83					
230	J & M SANITATION, INC.	09022016-090		<u>SANITATION RECEIPT TRANSFER 09-02-16 TO 09-08-16, SEPT 16</u>	09/09/2016	25,024.36	25,024.36	26-7000 SOLID WASTE SERVICE FEES	0	9/16	09/09/2016	
230	J & M SANITATION, INC.	09022016-090		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 09-02-16 TO 09-08-16, SEPT 16</u>	09/09/2016	-2,472.40	-2,472.40	01-4170 FRANCHISE FEES	0	9/16	09/09/2016	
Total 09022016-09082016:						22,551.96	22,551.96					
230	J & M SANITATION, INC.	AUG 2016		<u>DISPOSAL/ REMOVAL OF SLUDGE, 7-29-16 TO 8-24-16, AUG 16</u>	08/30/2016	1,614.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	8/16		
Total AUG 2016:						1,614.00	.00					
Total J & M SANITATION, INC.:						34,045.79	32,431.79					

JWC ENVIRONMENTAL LLC

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1365	JWC ENVIRONMENTAL LLC	82543	4467	<u>COMPLETE MSS BOND SCREEN #1 REBUILD, M.NADEAU, SEWER, JUL'16</u>	08/24/2016	25,000.00	.00	21-6166 PP&E PURCHASES - OPERATIONS	0	9/16		
Total 82543:						25,000.00	.00					
Total JWC ENVIRONMENTAL LLC:						25,000.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A84343		<u>3/8-16X8 CARTRIDGE FOR FUN RUN, B WITHROW, AUG 16</u>	08/04/2016	13.50	.00	01-6265 TRAINING & SCHOOLING	1004	8/16		
Total A84343:						13.50	.00					
499	KUNA LUMBER	A84998	4698	<u>NUT AND BOLT, GRASSHOPPER LAWNMOWER REPAIR, J CRUMPTON, PARKS, SEPT 16</u>	09/06/2016	2.44	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/16		
Total A84998:						2.44	.00					
499	KUNA LUMBER	B91858	4660	<u>5 BAGS OF CONCRETE FOR GRAVITY BOX, M DAVILLA, AUG 16</u>	08/26/2016	18.95	.00	25-6115 MAINT & REPAIR-SYSTEM- GRAVITY	0	8/16		
Total B91858:						18.95	.00					
499	KUNA LUMBER	B91984	4671	<u>DRIP SYSTEMS FOR THE NEW CITY HALL, B WITHROW, AUG.'16</u>	08/30/2016	2.50	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
499	KUNA LUMBER	B91984	4671	<u>DRIP SYSTEMS FOR THE NEW CITY HALL, B WITHROW, AUG.'16, WATER</u>	08/30/2016	1.72	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
499	KUNA LUMBER	B91984	4671	<u>DRIP SYSTEMS FOR THE NEW CITY HALL, B WITHROW, AUG.'16, SEWER</u>	08/30/2016	1.72	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
499	KUNA LUMBER	B91984	4671	<u>DRIP SYSTEMS FOR THE NEW CITY HALL, B WITHROW, AUG.'16, PI</u>	08/30/2016	.66	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		

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				FOR BRUSH TO CLEAN VEHICLES, PARKS, J CRUMPTON, AUG 16	08/05/2016	30.46	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	8/16		
43	KUNA TRUE VALUE HARDWARE	156966	4597	2" FITTINGS, CLAMPS FOR GREENBELT BREAK, NO PARKING SIGNS, ZIPTIES FOR SIGNS, PARKS, J CRUMPTON, AUG 16	08/05/2016	22.07	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/16		
43	KUNA TRUE VALUE HARDWARE	156966	4597	ROPE FOR MUD RUN, PARKS, J CRUMPTON, AUG 16	08/05/2016	21.26	.00	01-6265 TRAINING & SCHOOLING	1004	8/16		
Total 156966:						73.79	.00					
43	KUNA TRUE VALUE HARDWARE	157967	4664	VALVES, PVC PARTS, WASP SPRAY, AIR PUMP, FLEX SEAL FOR REPAIR OF IRRIGATION BREAK, R.JONES,	08/30/2016	103.73	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/16		
Total 157967:						103.73	.00					
43	KUNA TRUE VALUE HARDWARE	157968	4665	EXTENSION CORDS, WASP SPRAY, AIR FILTERS, 4 20X20X2 FOR WELL #6 AND BUTLER WELL, R.JONES, WATER, AUG.'16	08/30/2016	81.39	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	9/16		
Total 157968:						81.39	.00					
43	KUNA TRUE VALUE HARDWARE	158030	4677	VALVE STEM TOOL, PAINT SCRAPERS, PAINT EXTENSION, WIRE STRIPPERS, PAINT BRUSHES, TEST LIGHT, SPRAY NOZZLES, J.CRUMPTON, AUG.'16 -PARKS	08/31/2016	107.44	.00	01-6175 SMALL TOOLS	1004	8/16		
Total 158030:						107.44	.00					
Total KUNA TRUE VALUE HARDWARE:						366.35	.00					

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			AUG 16		08/18/2016	137.13	137.13	20-1205 ACCTS RECEIVABLE/ OTHER	0	8/16	09/08/2016	
Total ALTA81816:						137.13	137.13					
Total MISCELLANEOUS VENDORS:						137.13	137.13					
MOUNTAIN WEST COMMERCIAL DIVING												
1820	MOUNTAIN WEST COMMERCIAL DIVING	28		BUTLER TANK INSPECTION, G.LAW, JUL.'16	07/20/2016	800.00	.00	20-6020 CAPITAL IMPROVEMENTS	1044	7/16		
Total 28:						800.00	.00					
Total MOUNTAIN WEST COMMERCIAL DIVING:						800.00	.00					
NEOFUNDS BY NEOPOST												
1770	NEOFUNDS BY NEOPOST	08312016N		REFILLING POSTAGE METER, AUG.'16 - ADMIN	08/31/2016	105.00	.00	01-6190 POSTAGE & BILLING	0	8/16		
1770	NEOFUNDS BY NEOPOST	08312016N		REFILLING POSTAGE METER, AUG.'16 - P & Z	08/31/2016	15.00	.00	01-6190 POSTAGE & BILLING	1003	8/16		
1770	NEOFUNDS BY NEOPOST	08312016N		REFILLING POSTAGE METER, AUG.'16 - WATER	08/31/2016	160.00	.00	20-6190 POSTAGE & BILLING	0	8/16		
1770	NEOFUNDS BY NEOPOST	08312016N		REFILLING POSTAGE METER, AUG.'16 - SEWER	08/31/2016	160.00	.00	21-6190 POSTAGE & BILLING	0	8/16		
1770	NEOFUNDS BY NEOPOST	08312016N		REFILLING POSTAGE METER, AUG.'16 - P.I	08/31/2016	60.00	.00	25-6190 POSTAGE & BILLING	0	8/16		
Total 08312016N:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					
NORTHERN SAFETY CO., INC.												
1740	NORTHERN SAFETY CO., INC.	902072400	4631	SAFETY GLASSES FOR THE WATER CREW, D.CROSSLEY, AUG.'16 - WATER	08/22/2016	78.56	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	8/16		

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1740	NORTHERN SAFETY CO., INC.	902072400	4631	<u>SAFETY GLASSES FOR THE WATER CREW. D.CROSSLEY, AUG.'16 - P.I</u>	08/22/2016	19.64	.00	<u>20-6230 SAFETY TRAINING & EQUIPMENT</u>	0	8/16		
Total 902072400:						19.64	.00					
Total NORTHERN SAFETY CO., INC.:						19.64	.00					
PARTS, INC.												
470	PARTS, INC.	113053		<u>PARTS RETURNED, REFERENCE INVOICE #112871, JUN.'16 - SEWER</u>	06/13/2016	-279.59	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/16		
Total 113053:						-279.59	.00					
470	PARTS, INC.	113064		<u>CREDIT/OVERPAYMENTS - PER CK 111055 - JUN.'16</u>	06/13/2016	-.01	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/16		
Total 113064:						-.01	.00					
470	PARTS, INC.	115057	4439	<u>HYDROLIC HOSE FOR THE FARM WHEEL LINES, C.MCDANIEL, JUL.'16 - FARM</u>	07/07/2016	29.96	.00	<u>21-6090 FARM EXPENDITURES</u>	0	7/16		
Total 115057:						29.96	.00					
470	PARTS, INC.	115165	4443	<u>BRAKE PADS FOR TRUCK #19, B.GILLOGLY, JUL.'16 - WATER</u>	07/08/2016	47.19	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/16		
Total 115165:						47.19	.00					
470	PARTS, INC.	115558	4475	<u>GAS CAP FOR TRUCK #27- DUMP TRUCK, B. GILLOGLY, JUL.'16 - PARKS</u>	07/13/2016	3.81	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	7/16		
470	PARTS, INC.	115558	4475	<u>GAS CAP FOR TRUCK #27- DUMP TRUCK, B. GILLOGLY, JUL.'16 - WATER</u>	07/13/2016	4.80	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	7/16		

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470	PARTS, INC.	115558	4475	<u>GAS CAP FOR TRUCK #27- DUMP TRUCK, B. GILLOGLY, JUL.'16 - SEWER</u>	07/13/2016	4.80	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	7/16		
470	PARTS, INC.	115558	4475	<u>GAS CAP FOR TRUCK #27- DUMP TRUCK, B. GILLOGLY, JUL.'16 - P.I</u>	07/13/2016	1.85	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	7/16		
Total 115558:						15.26	.00					
470	PARTS, INC.	116417	4544	<u>SILICONE HEATER HOSE FOR SPRAYER AT FARM, C.MCDANIELS, JUL.'16 - FARM</u>	07/25/2016	12.75	.00	<u>21-6090 FARM EXPENDITURES</u>	0	7/16		
Total 116417:						12.75	.00					
470	PARTS, INC.	117509		<u>CIRCUIT TESTER, B.GILLOGLY, AUG.'16 - PARKS</u>	08/08/2016	9.68	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/16		
Total 117509:						9.68	.00					
470	PARTS, INC.	117819	4615	<u>ANTIFREEZE, AIR FILTERS, AND AUTOMATIC TRANSMISSION FLUID FOR THE BOBCAT, B.GILLOGLY, AUG.'16 - PARKS</u>	08/11/2016	17.13	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/16		
470	PARTS, INC.	117819	4615	<u>ANTIFREEZE, AIR FILTERS, AND AUTOMATIC TRANSMISSION FLUID FOR THE BOBCAT, B.GILLOGLY, AUG.'16 - WATER</u>	08/11/2016	21.58	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	8/16		
470	PARTS, INC.	117819	4615	<u>ANTIFREEZE, AIR FILTERS, AND AUTOMATIC TRANSMISSION FLUID FOR THE BOBCAT, B.GILLOGLY, AUG.'16 - SEWER</u>	08/11/2016	21.58	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/16		
470	PARTS, INC.	117819	4615	<u>ANTIFREEZE, AIR FILTERS, AND AUTOMATIC TRANSMISSION FLUID FOR THE BOBCAT, B.GILLOGLY, AUG.'16 - P.I</u>	08/11/2016	8.24	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/16		

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Total 117819:						68.53	.00					
470	PARTS, INC.	118611		<u>CREDIT/OVERPAYMENTS - PER CK 111475 - PARKS</u>	08/22/2016	-7.85	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/16		
Total 118611:						-7.85	.00					
470	PARTS, INC.	118997	4661	<u>BUSHING SLEEVE FOR SWEEPER, P. KAUFMAN, AUG.'16 - PARKS</u>	08/26/2016	7.79	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/16		
Total 118997:						7.79	.00					
470	PARTS, INC.	119370	4686	<u>REPLACEMENT BULB FOR TRUCK #24, B.WITHROW, AUG.'16 - PARKS</u>	08/31/2016	1.29	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	8/16		
Total 119370:						1.29	.00					
470	PARTS, INC.	119897	4702	<u>LOCK SET FOR THE HITCH IN THE PARK TRUCKS, B.WITHROW, SEPT.'16 - PARKS</u>	09/07/2016	19.99	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/16		
Total 119897:						19.99	.00					
470	PARTS, INC.	119958	4704	<u>HYDRAULIC FLUID FOR SWEEPER, P.KAUFMAN, SEPT.'16 - PARKS</u>	09/08/2016	39.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/16		
Total 119958:						39.99	.00					
Total PARTS, INC.:						-35.02	.00					

PEAK ALARM COMPANY, INC

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
1021	PEAK ALARM COMPANY, INC	750696		<u>ALARM MONITORING FOR WELLS (CEDAR, SNOWHAWK, DANSKIN, SEGO PRAIRIE, BUTLER, EL CAJON, & BEST BATH), FOR 8/1/16-8/31/16 - WATER</u>	08/01/2016	204.09	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/16		
1021	PEAK ALARM COMPANY, INC	750696		<u>ALARM MONITORING FOR WELLS (CEDAR, SNOWHAWK, DANSKIN, SEGO PRAIRIE, BUTLER, EL CAJON, & BEST BATH), FOR 8/1/16-8/31/16 - P.I</u>	08/01/2016	51.02	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/16		
Total 750696:						255.11	.00					
1021	PEAK ALARM COMPANY, INC	762090		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 10/1/16-10/31/16 - WATER</u>	09/15/2016	204.09	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/16		
1021	PEAK ALARM COMPANY, INC	762090		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 10/1/16-10/31/16 - P.I</u>	09/15/2016	51.02	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	10/16		
Total 762090:						255.11	.00					
Total PEAK ALARM COMPANY, INC:						510.22	.00					
PIPECO, INC												
55	PIPECO, INC	S2511096.001	4694	<u>8" SCREW FOR A GRAVITY IRRIGATION REPAIR, J.WEBB, SEPT.'16</u>	09/01/2016	30.97	.00	<u>25-6115 MAINT & REPAIR-SYSTEM-GRAVITY</u>	0	9/16		
Total S2511096.001:						30.97	.00					
Total PIPECO, INC:						30.97	.00					

QUALITY CONTRACTORS LLC

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1798	QUALITY CONTRACTORS LLC	16-310		WELL HOUSE #3 REMODEL. PAY APPLICATION #3. G.LAW. SEPT.'16	09/13/2016	5,603.15	.00	20-6020 CAPITAL IMPROVEMENTS	1037	9/16		
Total 16-310:						5,603.15	.00					
Total QUALITY CONTRACTORS LLC:						5,603.15	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	096547341	4651	15 SPRINKLERS, 5 COLLECTORS FOR VALVE OPENINGS. C. MCDANIEL, AUG.'16 - FARM	08/25/2016	250.00	.00	21-6090 FARM EXPENDITURES	0	8/16		
Total 096547341:						250.00	.00					
144	RAIN FOR RENT	096547433	4693	HYDRAULIC PUMPS, AND RUBBER COUPLERS FOR THE WHEEL LINE AT THE FARM. C.MCDANIEL, SEPT.'16 - FARM	09/01/2016	475.00	.00	21-6090 FARM EXPENDITURES	0	9/16		
Total 096547433:						475.00	.00					
Total RAIN FOR RENT:						725.00	.00					
REXEL, INC.												
1613	REXEL, INC.	K013895	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - ADMIN	08/24/2016	137.32	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1613	REXEL, INC.	K013895	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - WATER	08/24/2016	93.96	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1613	REXEL, INC.	K013895	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - SEWER	08/24/2016	93.96	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
1613	REXEL, INC.	K013895	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - P.I	08/24/2016	36.14	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		

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				WATER	08/24/2016	455.69	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1613	REXEL, INC.	K172560	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - SEWER	08/24/2016	455.69	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
1613	REXEL, INC.	K172560	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - P.I	08/24/2016	175.27	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
Total K172560:						1,752.66	.00					
1613	REXEL, INC.	K172593	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - ADMIN	08/24/2016	640.49	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1613	REXEL, INC.	K172593	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - WATER	08/24/2016	438.23	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1613	REXEL, INC.	K172593	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - SEWER	08/24/2016	438.23	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
1613	REXEL, INC.	K172593	4586	LIGHTING FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - P.I	08/24/2016	168.55	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
Total K172593:						1,685.50	.00					
Total REXEL, INC.:						10,651.25	.00					
RIDGELINE CONSTRUCTION, LLC												
1455	RIDGELINE CONSTRUCTION, LLC	480		ASPHALT FOR THE TRACTOR PULL IMPROVEMENT AREA, B.WITHROW, SEPT.'16	09/11/2016	2,863.00	.00	40-6020 CAPITAL IMPROVEMENTS	1017	9/16		
Total 480:						2,863.00	.00					
Total RIDGELINE CONSTRUCTION, LLC:						2,863.00	.00					

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RODDA PAINT CO.												
1723	RODDA PAINT CO.	76023076	4700	LACQUER AND SPONGES FOR WOOD AT NEW CITY HALL, B. WITHROW, SEPT.'16 - ADMIN	09/07/2016	61.00	.00	40-6166_PP&E PURCHASES OPERATIONS	1058	9/16		
1723	RODDA PAINT CO.	76023076	4700	LACQUER AND SPONGES FOR WOOD AT NEW CITY HALL, B. WITHROW, SEPT.'16 - WATER	09/07/2016	41.74	.00	20-6166_PP&E PURCHASES OPERATIONS	1058	9/16		
1723	RODDA PAINT CO.	76023076	4700	LACQUER AND SPONGES FOR WOOD AT NEW CITY HALL, B. WITHROW, SEPT.'16 - SEWER	09/07/2016	41.74	.00	21-6166_PP&E PURCHASES - OPERATIONS	1058	9/16		
1723	RODDA PAINT CO.	76023076	4700	LACQUER AND SPONGES FOR WOOD AT NEW CITY HALL, B. WITHROW, SEPT.'16 - P.I	09/07/2016	16.05	.00	25-6166_PP&E PURCHASES - OPERATIONS	1058	9/16		
Total 76023076:						160.53	.00					
Total RODDA PAINT CO.:						160.53	.00					
RUSCHMAN SAND & GRAVEL, INC.												
840	RUSCHMAN SAND & GRAVEL, INC.	292003	4584	3/4 " GRAVEL, T.FLEMING, MAIN LINE BREAK SWAN FALLS, AUG.'16	08/02/2016	147.20	.00	21-6150_MAINT. & REPAIRS - SYSTEM	0	8/16		
Total 292003:						147.20	.00					
840	RUSCHMAN SAND & GRAVEL, INC.	292057	4591	3/4 ROAD MIX FOR ROAD REPAIR ON SWAN FALLS, T FLEMING, SEWER, AUG 16	08/03/2016	136.57	.00	21-6150_MAINT. & REPAIRS - SYSTEM	0	8/16		
Total 292057:						136.57	.00					
Total RUSCHMAN SAND & GRAVEL, INC.:						283.77	.00					
SELECT CUT STAKES AND WOOD PRODUCTS												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	278	4648	STAKES, T.FLEMING, SEPT.'16 - WATER	09/06/2016	729.62	.00	20-6150_MAINT. & REPAIRS - SYSTEM	0	9/16		

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1725	SELECT CUT STAKES AND WOOD PRODUCTS	278	4648	STAKES, T.FLEMING, SEPT.'16 - SEWER	09/06/2016	729.62	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	9/16		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	278	4648	STAKES, T.FLEMING, SEPT.'16 - P.I	09/06/2016	277.96	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/16		
Total 278:						1,737.20	.00					
Total SELECT CUT STAKES AND WOOD PRODUCTS:						1,737.20	.00					
SHARP ELECTRONICS CORP -LEASE												
1734	SHARP ELECTRONICS CORP - LEASE	5003345074		COPIER LEASE, SHARP MX2615N, 9/1/16-9/30/16 - PARKS	09/04/2016	17.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/16		
1734	SHARP ELECTRONICS CORP - LEASE	5003345074		COPIER LEASE, SHARP MX2615N, 9/1/16-9/30/16 - WATER	09/04/2016	27.92	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/16		
1734	SHARP ELECTRONICS CORP - LEASE	5003345074		COPIER LEASE, SHARP MX2615N, 9/1/16-9/30/16 - SEWER	09/04/2016	34.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/16		
1734	SHARP ELECTRONICS CORP - LEASE	5003345074		COPIER LEASE, SHARP MX2615N, 9/1/16-9/30/16 - P.I	09/04/2016	16.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/16		
Total 5003345074:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
SHARP ELECTRONICS CORP-METERED												
1806	SHARP ELECTRONICS CORP-METERED	10928659		EXCESS METER READING/USAGE, MODEL MX2615N, TREATMENT PLANT, 7/1/16-7/31/16 - PARKS	08/31/2016	13.31	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	7/16		
1806	SHARP ELECTRONICS CORP-METERED	10928659		EXCESS METER READING/USAGE, MODEL MX2615N, TREATMENT PLANT, 7/1/16-7/31/16 - WATER	08/31/2016	21.45	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/16		

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1806	SHARP ELECTRONICS CORP-METERED	10928659		EXCESS METER READING/USAGE, MODEL MX2615N, TREATMENT PLANT, 7/1/16-7/31/16 - SEWER	08/31/2016	26.62	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/16		
1806	SHARP ELECTRONICS CORP-METERED	10928659		EXCESS METER READING/USAGE, MODEL MX2615N, TREATMENT PLANT, 7/1/16-7/31/16 - P.I	08/31/2016	12.57	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/16		
Total 10928659:						73.95	.00					
Total SHARP ELECTRONICS CORP-METERED:						73.95	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	415571302		EMPLOYEE DRUG SCREENING, AUG. '16 - PARKS	08/25/2016	40.00	.00	01-6202 PROFESSIONAL SERVICES	1004	8/16		
Total 415571302:						40.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						40.00	.00					
THE COBLE COMPANY												
1594	THE COBLE COMPANY	43879		6 EA 3X5 CUSTOM CITY OF KUNA FLAGS, AUG 16	08/30/2016	423.67	.00	01-6155 MEETINGS/COMMITTEES	1032	8/16		
1594	THE COBLE COMPANY	43879		6 EA 3X5 CUSTOM CITY OF KUNA FLAGS, AUG 16, WATER	08/30/2016	18.83	.00	20-6155 MEETINGS/COMMITTEES	1032	8/16		
1594	THE COBLE COMPANY	43879		6 EA 3X5 CUSTOM CITY OF KUNA FLAGS, AUG 16, SEWER	08/30/2016	18.83	.00	21-6155 MEETINGS/COMMITTEES	1032	8/16		
1594	THE COBLE COMPANY	43879		6 EA 3X5 CUSTOM CITY OF KUNA FLAGS, AUG 16, PI	08/30/2016	9.42	.00	25-6155 MEETING/COMMITTEES	1032	8/16		
Total 43879:						470.75	.00					

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Total THE COBLE COMPANY:						470.75	.00					
THE HARTWELL CORP												
1359	THE HARTWELL CORP	79705		<u>NOTARY FOR C ENGELS, AUG 16</u>	08/30/2016	47.00	.00	01-6165 OFFICE SUPPLIES	0	8/16		
1359	THE HARTWELL CORP	79705		<u>NOTARY FOR C ENGELS, AUG 16, WATER</u>	08/30/2016	1.20	.00	20-6165 OFFICE SUPPLIES	0	8/16		
1359	THE HARTWELL CORP	79705		<u>NOTARY FOR C ENGELS, AUG 16, SEWER</u>	08/30/2016	1.20	.00	21-6165 OFFICE SUPPLIES	0	8/16		
1359	THE HARTWELL CORP	79705		<u>NOTARY FOR C ENGELS, AUG 16, PI</u>	08/30/2016	.60	.00	25-6165 OFFICE SUPPLIES	0	8/16		
Total 79705:						50.00	.00					
Total THE HARTWELL CORP:						50.00	.00					
THE JORDEL COMPANY												
1523	THE JORDEL COMPANY	00000014704	4626	<u>CORRECTION NOTICE STICKERS, LARGE ORANGE FOR BUILDING DEPT. AUG 16</u>	08/19/2016	120.00	.00	01-6165 OFFICE SUPPLIES	1005	8/16		
Total 00000014704:						120.00	.00					
1523	THE JORDEL COMPANY	00000014724	4630	<u>ELECTRICAL AND PLUMBING INSPECTION STICKERS, BLDG INSPECTORS, AUG 16</u>	08/25/2016	100.00	.00	01-6165 OFFICE SUPPLIES	1005	8/16		
Total 00000014724:						100.00	.00					
Total THE JORDEL COMPANY:						220.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:04644857	4697	<u>COOLER RENTAL AND 5 BOTTLES OF WATER, FOR MAINTENANCE SHOP, SEPT.'16</u>	09/02/2016	37.25	.00	01-6165 OFFICE SUPPLIES	1004	9/16		

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Total 2160:04644857:						37.25	.00					
Total TREASURE VALLEY COFFEE:						37.25	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	104362330101	4635	<u>THE HOME DEPOT, CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - ADMIN</u>	08/19/2016	358.15	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1444	U.S. BANK (VISA)	104362330101	4635	<u>THE HOME DEPOT, CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - WATER</u>	08/19/2016	245.05	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1444	U.S. BANK (VISA)	104362330101	4635	<u>THE HOME DEPOT, CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - SEWER</u>	08/19/2016	245.05	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
1444	U.S. BANK (VISA)	104362330101	4635	<u>THE HOME DEPOT, CABINETS FOR THE NEW CITY HALL, B.BACHMAN, AUG.'16 - P.I</u>	08/19/2016	94.25	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 10436233010188637207:						942.50	.00					
1444	U.S. BANK (VISA)	104362360101	4632	<u>HOME DEPOT, KITCHEN CABINETS AND RELATED SUPPLIES FOR THE NEW CITY HALL, B. BACHMAN, AUG.'16 - ADMIN</u>	08/22/2016	379.35	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1444	U.S. BANK (VISA)	104362360101	4632	<u>HOME DEPOT, KITCHEN CABINETS AND RELATED SUPPLIES FOR THE NEW CITY HALL, B. BACHMAN, AUG.'16 - WATER</u>	08/22/2016	259.56	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
1444	U.S. BANK (VISA)	104362360101	4632	<u>HOME DEPOT, KITCHEN CABINETS AND RELATED SUPPLIES FOR THE NEW CITY HALL, B. BACHMAN, AUG.'16 - SEWER</u>	08/22/2016	259.56	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
1444	U.S. BANK (VISA)	104362360101	4632	<u>HOME DEPOT, KITCHEN CABINETS AND RELATED SUPPLIES FOR THE NEW CITY HALL, B. BACHMAN, AUG.'16 - P.I</u>	08/22/2016	99.82	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		

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Total 10436236010186849447:						998.29	.00					
1444	U.S. BANK (VISA)	104362360101	4633	HOME DEPOT, KITCHEN CABINETS AND RELATED ITEMS FOR THE NEW CITY HALL, B. BACHMAN - AUG.'16 - ADMIN	08/22/2016	369.83	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	104362360101	4633	HOME DEPOT, KITCHEN CABINETS AND RELATED ITEMS FOR THE NEW CITY HALL, B. BACHMAN - AUG.'16 - WATER	08/22/2016	253.04	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	104362360101	4633	HOME DEPOT, KITCHEN CABINETS AND RELATED ITEMS FOR THE NEW CITY HALL, B. BACHMAN - AUG.'16 - SEWER	08/22/2016	253.04	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	104362360101	4633	HOME DEPOT, KITCHEN CABINETS AND RELATED ITEMS FOR THE NEW CITY HALL, B. BACHMAN - AUG.'16 - P.I	08/22/2016	97.32	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
Total 10436236010186849454:						973.23	.00					
1444	U.S. BANK (VISA)	244362091050	4529	RUBBERTILESINC.STORES, RECOIL PLAYGROUND TILES, JUL.'16	07/27/2016	1,000.00	.00	03-6360 EXPEND.- BLUE CROSS HIGH FIVE	0	7/16		
Total 24436209105001495177:						1,000.00	.00					
1444	U.S. BANK (VISA)	244362091050	4529	RUBBERTILESINC.STORES, RECOIL PLAYGROUND TILES, JUL.'16	07/27/2016	7.55	.00	03-6360 EXPEND.- BLUE CROSS HIGH FIVE	0	7/16		
Total 24436209105001495185:						7.55	.00					
1444	U.S. BANK (VISA)	244362091050	4529	RUBBERTILESINC.STORES, RECOIL PLAYGROUND TILES, JUL.'16	07/27/2016	1,000.00	.00	03-6360 EXPEND.- BLUE CROSS HIGH FIVE	0	7/16		

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Total 24436209105001495193:						1,000.00	.00					
1444	U.S. BANK (VISA)	263862084000	4551	WALMART, T-SHIRTS, FUN NOODLE, WIGGLE EYES, FELT, BATTLE BALL, FOR RANGER PROGRAM, N. PURKEY, JUL.'16	07/25/2016	19.29	.00	01-6265 TRAINING & SCH00LING	1004	7/16		
Total 26386208400005951184:						19.29	.00					
1444	U.S. BANK (VISA)	282462079800	4550	ZURCHERS, TAFFY, COWBOY HATS, WAGON WHEEL, CUTOUTS, BANDANAS, MUSTACHES, FOR RANGER PROGRAM, N. PURKEY	07/23/2016	235.00	.00	01-6265 TRAINING & SCH00LING	1004	7/16		
Total 28246207980015824090:						235.00	.00					
1444	U.S. BANK (VISA)	282462079800	4547	ZURCHERS-FRUIT, CANDY, BANDIT MSK, BRWN CWBY FOR RANGERS PROGRAM, N. PURKEY JULY '16	07/23/2016	110.95	.00	01-6265 TRAINING & SCH00LING	1004	7/16		
Total 28246207980015825014:						110.95	.00					
1444	U.S. BANK (VISA)	378962322066	4634	IDAHO BUREAU OF OCCUPATIONAL LICENSES, RE -EXAM FEES WWTIV LICENSE, M. NADEAU - AUG.'16	08/19/2016	62.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	8/16		
Total 37896232206641100027:						62.00	.00					
1444	U.S. BANK (VISA)	450062111005	4589	DOMINO'S, PIZZA FOR THE RANGER PROGRAM, N.PURKEY, JUL.'16	07/28/2016	85.27	.00	01-6265 TRAINING & SCH00LING	1004	7/16		
Total 45006211100547553597:						85.27	.00					

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1444	U.S. BANK (VISA)	450062121005	4589	DOMINO'S, PIZZA FOR THE RANGER PROGRAM, N.PURKEY, JUL.'16	07/30/2016	63.33	.00	01-6265 TRAINING & SCH00LING	1004	7/16		
Total 45006212100593703111:						63.33	.00					
1444	U.S. BANK (VISA)	450062121005	4589	DOMINO'S, PIZZA FOR THE RANGER PROGRAM, N.PURKEY, JUL.'16	07/30/2016	98.69	.00	01-6265 TRAINING & SCH00LING	1004	7/16		
Total 45006212100593710389:						98.69	.00					
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - ADMIN	08/23/2016	289.97	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - WATER	08/23/2016	198.40	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - SEWER	08/23/2016	198.40	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - P.I	08/23/2016	76.30	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
Total 45746237500474986002:						763.07	.00					
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - ADMIN	08/23/2016	48.33	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - WATER	08/23/2016	33.07	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	8/16		

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1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - SEWER	08/23/2016	33.07	.00	21-6166_PP&E PURCHASES - OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - P.I	08/23/2016	12.71	.00	25-6166_PP&E PURCHASES - OPERATIONS	1058	8/16		
Total 45746237500474996654:						127.18	.00					
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - ADMIN	08/23/2016	72.49	.00	40-6166_PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - WATER	08/23/2016	49.60	.00	20-6166_PP&E PURCHASES OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - SEWER	08/23/2016	49.60	.00	21-6166_PP&E PURCHASES - OPERATIONS	1058	8/16		
1444	U.S. BANK (VISA)	457462375004	4641	OFFICE DEPOT, 17 FILE CABINETS FOR NEW CITY HALL, B.WITHROW, AUG.'16 - P.I	08/23/2016	19.08	.00	25-6166_PP&E PURCHASES - OPERATIONS	1058	8/16		
Total 45746237500474996738:						190.77	.00					
1444	U.S. BANK (VISA)	640762104182	4545	U.S. POSTAL SERVICE, POSTAGE FOR MAILING SUPPLEMENTS TO MUNICODE LAW LIBRARY, A.WELKER, JUL.'16	07/28/2016	9.85	.00	01-6190_POSTAGE & BILLING	0	7/16		
Total 64076210418200598870:						9.85	.00					
1444	U.S. BANK (VISA)	921662120003	4575	LOWES, REPLACEMENT MICROWAVE, CITY HALL, B.BACHMAN, JUL.'16	07/30/2016	129.00	.00	01-6165_OFFICE SUPPLIES	0	7/16		

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Total 92166212000353835321:						129.00	.00					
Total U.S. BANK (VISA):						6,815.97	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	6251-RIJ	4517	FURNISH MATERIALS AND PERFORM LABOR NECESSARY FOR HEATING AND COOLING AT NEW CITY HALL, JUL.'16 - ADMIN	08/30/2016	3,980.96	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	7/16		
1538	ULTIMATE HEATING & AIR, INC.	6251-RIJ	4517	FURNISH MATERIALS AND PERFORM LABOR NECESSARY FOR HEATING AND COOLING AT NEW CITY HALL, JUL.'16 - WATER	08/30/2016	2,723.81	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	7/16		
1538	ULTIMATE HEATING & AIR, INC.	6251-RIJ	4517	FURNISH MATERIALS AND PERFORM LABOR NECESSARY FOR HEATING AND COOLING AT NEW CITY HALL, JUL.'16 - SEWER	08/30/2016	2,723.81	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	7/16		
1538	ULTIMATE HEATING & AIR, INC.	6251-RIJ	4517	FURNISH MATERIALS AND PERFORM LABOR NECESSARY FOR HEATING AND COOLING AT NEW CITY HALL, JUL.'16 - P.I	08/30/2016	1,047.62	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	7/16		
Total 6251-RIJ:						10,476.20	.00					
Total ULTIMATE HEATING & AIR, INC.:						10,476.20	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA578388	4622	ALUMINIUM SULFATE, T.SHAFFER, AUG.'16 - SEWER	08/25/2016	5,234.84	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	8/16		
Total NA578388:						5,234.84	.00					
Total UNIVAR USA, INC.:						5,234.84	.00					

VALLI INFORMATION SYSTEMS, INC

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857	VALLI INFORMATION SYSTEMS, INC	37207		<u>ESTATEMENT AND POSTAGE FOR AUG.'16 - ADMIN</u>	08/31/2016	794.03	.00	01-6190_POSTAGE & BILLING	0	8/16		
857	VALLI INFORMATION SYSTEMS, INC	37207		<u>ESTATEMENT AND POSTAGE FOR AUG.'16 - WATER</u>	08/31/2016	1,247.76	.00	20-6190_POSTAGE & BILLING	0	8/16		
857	VALLI INFORMATION SYSTEMS, INC	37207		<u>ESTATEMENT AND POSTAGE FOR AUG.'16 - SEWER</u>	08/31/2016	1,247.76	.00	21-6190_POSTAGE & BILLING	0	8/16		
857	VALLI INFORMATION SYSTEMS, INC	37207		<u>ESTATEMENT AND POSTAGE FOR AUG.'16 - P.I</u>	08/31/2016	491.54	.00	25-6190_POSTAGE & BILLING	0	8/16		
Total 37207:						3,781.09	.00					
857	VALLI INFORMATION SYSTEMS, INC	37208		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR AUG.'16 - ADMIN</u>	08/31/2016	75.44	.00	01-6190_POSTAGE & BILLING	0	8/16		
857	VALLI INFORMATION SYSTEMS, INC	37208		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR AUG.'16 - WATER</u>	08/31/2016	118.54	.00	20-6190_POSTAGE & BILLING	0	8/16		
857	VALLI INFORMATION SYSTEMS, INC	37208		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR AUG.'16 - SEWER</u>	08/31/2016	118.54	.00	21-6190_POSTAGE & BILLING	0	8/16		
857	VALLI INFORMATION SYSTEMS, INC	37208		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR AUG.'16 - P.I</u>	08/31/2016	46.70	.00	25-6190_POSTAGE & BILLING	0	8/16		
Total 37208:						359.22	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,140.31	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9771143384		<u>CELL PHONE SERVICE, 7/29-8/28/16 - ADMIN</u>	08/28/2016	39.90	.00	01-6255 TELEPHONE	0	8/16		
1575	VERIZON WIRELESS	9771143384		<u>CELL PHONE SERVICE, 7/29-8/28/16 - PARKS</u>	08/28/2016	217.23	.00	01-6255 TELEPHONE	1004	8/16		
1575	VERIZON WIRELESS	9771143384		<u>CELL PHONE SERVICE, 7/29-8/28/16 - BUILDING INSPECTION</u>	08/28/2016	44.33	.00	01-6255 TELEPHONE	1005	8/16		

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1575	VERIZON WIRELESS	9771143384		<u>CELL PHONE SERVICE, 7/29-8/28/16 - WATER</u>	08/28/2016	305.89	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	8/16		
1575	VERIZON WIRELESS	9771143384		<u>CELL PHONE SERVICE, 7/29-8/28/16 - SEWER</u>	08/28/2016	376.83	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	8/16		
1575	VERIZON WIRELESS	9771143384		<u>CELL PHONE SERVICE, 7/29-8/28/16 - P.I</u>	08/28/2016	79.80	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	8/16		
Total 9771143384:						1,063.98	.00					
1575	VERIZON WIRELESS	9771222224		<u>TABLET SERVICE, 8/2/16-9/1/16 - ADMIN</u>	09/01/2016	3.97	.00	01-6255 <u>TELEPHONE</u>	0	8/16		
1575	VERIZON WIRELESS	9771222224		<u>TABLET SERVICE, 8/2/16-9/1/16 - PARKS</u>	09/01/2016	8.73	.00	01-6255 <u>TELEPHONE</u>	1004	8/16		
1575	VERIZON WIRELESS	9771222224		<u>TABLET SERVICE, 8/2/16-9/1/16 - BUILDING INSPECTION</u>	09/01/2016	17.46	.00	01-6255 <u>TELEPHONE</u>	1005	8/16		
1575	VERIZON WIRELESS	9771222224		<u>TABLET SERVICE, 8/2/16-9/1/16 - WATER</u>	09/01/2016	38.72	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	8/16		
1575	VERIZON WIRELESS	9771222224		<u>TABLET SERVICE, 8/2/16-9/1/16 - SEWER</u>	09/01/2016	48.24	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	8/16		
1575	VERIZON WIRELESS	9771222224		<u>TABLET SERVICE, 8/2/16-9/1/16 - P.I</u>	09/01/2016	9.84	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	8/16		
Total 9771222224:						126.96	.00					
Total VERIZON WIRELESS:						1,190.94	.00					
VICTORY GREENS												
364	VICTORY GREENS	395862	4649	<u>4 NEWPORT PLUM TREES FOR NEW CITY HALL, P.KAUFMAN, AUG.'16 - ADMIN</u>	08/24/2016	196.08	.00	40-6166 PP&E <u>PURCHASES OPERATIONS</u>	1058	8/16		

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364	VICTORY GREENS	395862	4649	<u>4 NEWPORT PLUM TREES FOR NEW CITY HALL, P.KAUFMAN, AUG.'16 - WATER</u>	08/24/2016	134.16	.00	<u>20-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	395862	4649	<u>4 NEWPORT PLUM TREES FOR NEW CITY HALL, P.KAUFMAN, AUG.'16 - SEWER</u>	08/24/2016	134.16	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	395862	4649	<u>4 NEWPORT PLUM TREES FOR NEW CITY HALL, P.KAUFMAN, AUG.'16 - P.I</u>	08/24/2016	51.60	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	395862	4649	<u>2 NEWPORT PLUM TREES FOR TEN MILE ISLAND, P.KAUFMAN, AUG.'16 - PARKS</u>	08/24/2016	258.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/16		
Total 395862:						774.00	.00					
364	VICTORY GREENS	396012	4670	<u>4 NEWPORT PLUM TREES AND 1 GAL ROOT STIMULATOR FOR THE NEW CITY HALL, B.WITHROW, AUG.'16 - ADMIN</u>	08/30/2016	297.18	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	396012	4670	<u>4 NEWPORT PLUM TREES AND 1 GAL ROOT STIMULATOR, FOR NEW CITY HALL, B.WITHROW, AUG.'16 - WATER</u>	08/30/2016	203.33	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	396012	4670	<u>4 NEWPORT PLUM TREES AND 1 GAL ROOT STIMULATOR, FOR NEW CITY HALL, B.WITHROW, AUG.'16 - SEWER</u>	08/30/2016	203.33	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	396012	4670	<u>4 NEWPORT PLUM TREES AND 1 GAL ROOT STIMULATOR, FOR NEW CITY HALL, B.WITHROW, AUG.'16 - P.I</u>	08/30/2016	78.21	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 396012:						782.05	.00					
364	VICTORY GREENS	396210	4685	<u>4 YDS LARGE BLUE PEARL ROCK FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - ADMIN</u>	08/31/2016	136.72	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		

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364	VICTORY GREENS	396210	4685	<u>4 YDS LARGE BLUE PEARL ROCK FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - WATER</u>	08/31/2016	93.55	.00	<u>20-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	396210	4685	<u>4 YDS LARGE BLUE PEARL ROCK FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - SEWER</u>	08/31/2016	93.55	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	396210	4685	<u>4 YDS LARGE BLUE PEARL ROCK FOR THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - P.I</u>	08/31/2016	35.98	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 396210:						359.80	.00					
364	VICTORY GREENS	396595	4703	<u>PLAYGROUND CHIPS FOR ARBOR RIDGE, J.CRUMPTON, SEPT.'16 - PARKS</u>	09/08/2016	327.60	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/16		
Total 396595:						327.60	.00					
364	VICTORY GREENS	397004	4662	<u>16 YARDS TOP SOIL FOR PARKS, B. WITHROW, AUG.' 16 - PARKS</u>	08/29/2016	319.20	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/16		
Total 397004:						319.20	.00					
364	VICTORY GREENS	397023	4674	<u>8 YDS LAVENDER LANDSCAPE ROCK FOR THE NEW CITY HALL, J.CRUMPTON, AUG.'16 - ADMIN</u>	08/30/2016	124.49	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	397023	4674	<u>8 YDS LAVENDER LANDSCAPE ROCK FOR THE NEW CITY HALL, J.CRUMPTON, AUG.'16 - WATER</u>	08/30/2016	85.18	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1058	8/16		
364	VICTORY GREENS	397023	4674	<u>8 YDS LAVENDER LANDSCAPE ROCK FOR THE NEW CITY HALL, J.CRUMPTON, AUG.'16 - SEWER</u>	08/30/2016	85.18	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1058	8/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

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
			P.I		08/30/2016	32.76	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	8/16		
Total 397092:						327.61	.00					
Total VICTORY GREENS:						3,381.67	.00					
WATER DEPOSIT REFUNDS #11												
1815	WATER DEPOSIT REFUNDS #11	121330.02		JIMMIE HUMPHRIES, 1803 W MULHULAND CT, WATER OVERPAYMENT	09/13/2016	17.77	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 121330.02:						17.77	.00					
1815	WATER DEPOSIT REFUNDS #11	150355.02		DONALD CARLOCK, 1399 N TUMBLER DR, WATER OVERPAYMENT	08/31/2016	14.98	.00	99-1075 Utility Cash Clearing	0	8/16		
Total 150355.02:						14.98	.00					
1815	WATER DEPOSIT REFUNDS #11	160270.00		TAD & GABRIELLE THOMPSON, 266 W FARMALL WAY, WATER OVERPAYMENT	09/07/2016	138.72	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 160270.00:						138.72	.00					
1815	WATER DEPOSIT REFUNDS #11	173320.01		HATHAWAY HOMES, 524 S RETORT PL, WATER OVERPAYMENT	09/07/2016	39.17	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 173320.01:						39.17	.00					
1815	WATER DEPOSIT REFUNDS #11	173460.02		TOM NOVAK, 1906 W SAHARA DR, WATER OVERPAYMENT	09/13/2016	44.91	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 173460.02:						44.91	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 9/2/2016-9/15/2016

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
1815	WATER DEPOSIT REFUNDS #11	181380.00		<u>JOYCE BARTOLINE, 1212 N KOLNES AVE, WATER OVERPAYMENT</u>	09/09/2016	75.84	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 181380.00:						75.84	.00					
1815	WATER DEPOSIT REFUNDS #11	182630.04		<u>NICOLE PERRUCA, 1577 N ALCATRAZ AVE, WATER OVERPAYMENT</u>	09/07/2016	220.09	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 182630.04:						220.09	.00					
1815	WATER DEPOSIT REFUNDS #11	201825.03		<u>JASON DAY, 281 E JAMESTOWNE CT, WATER OVERPAYMENT</u>	08/31/2016	22.13	.00	99-1075 Utility Cash Clearing	0	8/16		
Total 201825.03:						22.13	.00					
1815	WATER DEPOSIT REFUNDS #11	203005.01		<u>MICHAEL DITORE, 2616 N LORTON PL, WATER OVERPAYMENT</u>	09/07/2016	117.36	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 203005.01:						117.36	.00					
1815	WATER DEPOSIT REFUNDS #11	210330.02		<u>BRADLEY PERKINS, 338 E BLACK HAWK DR, WATER OVERPAYMENT</u>	09/08/2016	17.77	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 210330.02:						17.77	.00					
1815	WATER DEPOSIT REFUNDS #11	221040.03		<u>JACOB DIXON, 1342 S KODIAK BEAR PL, WATER OVERPAYMENT</u>	09/07/2016	14.02	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 221040.03:						14.02	.00					
1815	WATER DEPOSIT REFUNDS #11	221515.01		<u>CBH, 855 S RUMNEY AVE, WATER OVERPAYMENT</u>	08/31/2016	54.52	.00	99-1075 Utility Cash Clearing	0	8/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

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 221515.01:						54.52	.00					
1815	WATER DEPOSIT REFUNDS #11	240615.01		<u>MATTHEW LENZ, 721 N SILTSTONE AVE, WATER OVERPAYMENT</u>	09/07/2016	66.17	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 240615.01:						66.17	.00					
1815	WATER DEPOSIT REFUNDS #11	250265.01		<u>MATTHEW PRIEST, 803 W LUNCH BOX ST, WATER OVERPAYMENT</u>	09/07/2016	10.16	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 250265.01:						10.16	.00					
1815	WATER DEPOSIT REFUNDS #11	260680.02		<u>RYAN DANIEL, 2195 W STEELY CT, WATER OVERPAYMENT</u>	09/06/2016	88.80	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 260680.02:						88.80	.00					
1815	WATER DEPOSIT REFUNDS #11	264000.02		<u>PETER SIMPSON, 2358 W GAINSBORO DR, WATER OVERPAYMENT</u>	09/07/2016	68.24	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 264000.02:						68.24	.00					
1815	WATER DEPOSIT REFUNDS #11	264180.02		<u>JORDAN PAGE, 1716 N BLUSH AVE, WATER OVERPAYMENT</u>	08/31/2016	70.98	.00	99-1075 Utility Cash Clearing	0	8/16		
Total 264180.02:						70.98	.00					
1815	WATER DEPOSIT REFUNDS #11	264295.01		<u>CBH, 1787 N ROSEDUST DR, WATER OVERPAYMENT</u>	08/31/2016	102.84	.00	99-1075 Utility Cash Clearing	0	8/16		
Total 264295.01:						102.84	.00					
1815	WATER DEPOSIT REFUNDS #11	276060.01		<u>CBH, 2274 N BLUEBLOSSOM WAY, WATER OVERPAYMENT</u>	08/31/2016	38.35	.00	99-1075 Utility Cash Clearing	0	8/16		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 9/2/2016-9/15/2016

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 276060.01:						38.35	.00					
1815	WATER DEPOSIT REFUNDS #11	301063.01		HUBBLE HOMES, 900 E SHADY RIDGE DR, WATER OVERPAYMENT	09/07/2016	38.71	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 301063.01:						38.71	.00					
1815	WATER DEPOSIT REFUNDS #11	301071.01		HUBBLE HOMES, 1078 E SHADY RIDGE DR, WATER OVERPAYMENT	08/31/2016	29.19	.00	99-1075 Utility Cash Clearing	0	8/16		
Total 301071.01:						29.19	.00					
1815	WATER DEPOSIT REFUNDS #11	30880.01		MICHAEL SLICKER, 1353 W CURTNER ST, WATER OVERPAYMENT	09/07/2016	72.02	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 30880.01:						72.02	.00					
1815	WATER DEPOSIT REFUNDS #11	310029.01		COLEMAN HOMES, 1210 W SAGWON DR, WATER OVERPAYMENT	09/07/2016	46.16	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 310029.01:						46.16	.00					
1815	WATER DEPOSIT REFUNDS #11	310108.01		COLEMAN HOMES, 1518 W SELDOVIA ST, WATER OVERPAYMENT	09/07/2016	38.71	.00	99-1075 Utility Cash Clearing	0	9/16		
Total 310108.01:						38.71	.00					
Total WATER DEPOSIT REFUNDS #11:						1,447.61	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0326701		RECORDS DESTRUCTION SERVICES, 8/1/16-8/31/16 - ADMIN	09/01/2016	7.00	.00	01-6052 CONTRACT SERVICES	0	8/16		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 9/2/2016-9/15/2016

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1633	WESTERN RECORDS DESTRUCTION, INC.	0326701		<u>RECORDS DESTRUCTION SERVICES, 8/1/16-8/31/16 - P & Z</u>	09/01/2016	2.25	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	8/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0326701		<u>RECORDS DESTRUCTION SERVICES, 8/1/16-8/31/16 - WATER</u>	09/01/2016	6.63	.00	<u>20-6052 CONTRACT SERVICES</u>	0	8/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0326701		<u>RECORDS DESTRUCTION SERVICES, 8/1/16-8/31/16 - SEWER</u>	09/01/2016	6.63	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0326701		<u>RECORDS DESTRUCTION SERVICES, 8/1/16-8/31/16 - P.I</u>	09/01/2016	2.49	.00	<u>25-6052 CONTRACT SERVICES</u>	0	8/16		
Total 0326701:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	161849		<u>WASP-X FOR THE PARKS, N.PURKEY, SEPT.'16 - PARKS</u>	09/08/2016	136.79	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	9/16		
Total 161849:						136.79	.00					
Total WESTERN STATES CHEM:						136.79	.00					
WEX BANK												
1234	WEX BANK	46667082		<u>FUEL, AUG.'16 - ADMIN</u>	08/31/2016	5.36	.00	<u>01-6300 FUEL</u>	0	8/16		
1234	WEX BANK	46667082		<u>FUEL, AUG.'16 - PARKS</u>	08/31/2016	357.63	.00	<u>01-6300 FUEL</u>	1004	8/16		
1234	WEX BANK	46667082		<u>FUEL, AUG.'16 - BUILDING INSPECTION</u>	08/31/2016	169.73	.00	<u>01-6300 FUEL</u>	1005	8/16		
1234	WEX BANK	46667082		<u>FUEL, AUG.'16 - WATER</u>	08/31/2016	332.56	.00	<u>20-6300 FUEL</u>	0	8/16		
1234	WEX BANK	46667082		<u>FUEL, AUG.'16 - SEWER</u>	08/31/2016	103.35	.00	<u>21-6300 FUEL</u>	0	8/16		
1234	WEX BANK	46667082		<u>FUEL, AUG.'16 - P.I</u>	08/31/2016	88.49	.00	<u>25-6300 FUEL</u>	0	8/16		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 9/2/2016-9/15/2016

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 46667082:						1,057.12	.00					
Total WEX BANK:						1,057.12	.00					
ZAMZOWS												
66	ZAMZOWS	1013729	4652	<u>THRIVE FOR THE NEW TREES AT THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - ADMIN</u>	08/25/2016	18.93	.00	<u>40-6166_PP&E PURCHASES OPERATIONS</u>	1058	8/16		
66	ZAMZOWS	1013729	4652	<u>THRIVE FOR THE NEW TREES AT THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - WATER</u>	08/25/2016	12.95	.00	<u>20-6166_PP&E PURCHASES OPERATIONS</u>	1058	8/16		
66	ZAMZOWS	1013729	4652	<u>THRIVE FOR THE NEW TREES AT THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - SEWER</u>	08/25/2016	12.95	.00	<u>21-6166_PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
66	ZAMZOWS	1013729	4652	<u>THRIVE FOR THE NEW TREES AT THE NEW CITY HALL, P.KAUFMAN, AUG.'16 - P.I</u>	08/25/2016	4.98	.00	<u>25-6166_PP&E PURCHASES - OPERATIONS</u>	1058	8/16		
Total 1013729:						49.81	.00					
Total ZAMZOWS:						49.81	.00					
Grand Totals:						377,872.85	133,950.92					

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

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

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



City of Kuna
State of Idaho
Proclamation

Domestic Violence Awareness Month Proclamation

7A

1 of 1

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and

WHEREAS, An estimated one in four women will face domestic abuse in her lifetime, and in 2014 there were 4,552 calls for service related to domestic violence and sexual assault in Ada County; and

WHEREAS, In 2014, 514 victims of domestic violence and their children sought safety and services from domestic violence programs in Idaho; and

WHEREAS, The Women's and Children's Alliance provides safety, healing and freedom from domestic abuse and sexual assault through a range of services including secure shelters, court advocacy, counseling, childcare, as well as case management; and,

WHEREAS, The City of Kuna is an important partner in the Women's and Children's Alliance's vision to create a community where people thrive in safe and healthy relationships.

NOW, THEREFORE, I, JOE L. STEAR, Mayor of the City of Kuna, Idaho do hereby join national and local officials in proclaiming October as DOMESTIC VIOLENCE AWARENESS MONTH in the City of Kuna.

IN WITNESS WHEREOF,
I set my hand on this the 20th day of September
in the year of two thousand and sixteen

Joe L. Stear
Mayor of Kuna, Idaho

CITY OF KUNA
PO BOX 13 KUNA, ID 83643 * 763 AVALON * PH. 208.922.5546 * FAX 208.922.5989 *
JMARSH@KUNAID.GOV

TO: MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL
FROM: John Marsh – Kuna City Treasurer
SUBJECT: R64-2016 & R65-2016: REAL & PERSONAL PROPERTY SURPLUS POLICY
DATE: 9/16/2016

SUMMARY DISCUSSION

Resolutions R64-2016 & R65-2016 consist of an approval request for adoption of a City policy concerning the handling of surplus real and personal property of the City, respectively.

Some of the items contained therein are driven by Idaho Statutes (real property) while others (personal property) are generally driven by best practice approach. Many of the items within the personal property resolution may be adjusted at the discretion of City Council prior to approval.

The goal is to yield best-practices guidance for disposal of City assets going forward.

STAFF RECOMMENDATION: Approval of R64-2016 & R65-2016

Thank You,

John Marsh
Kuna City Treasurer

**CITY OF KUNA, IDAHO
SURPLUS REAL PROPERTY POLICY
RESOLUTION NO. R64-2016**

A RESOLUTION OF THE CITY OF KUNA, IDAHO RELATING TO SURPLUS REAL PROPERTY; PROVIDING FOR DECLARATION BY CITY COUNCIL OF SURPLUS PROPERTY; METHODS OF DISPOSAL; AUTHORIZATION FOR DISPOSAL; AND RELATED MATTERS.

WHEREAS, the City of Kuna, Idaho (“City”) has acquired certain **real** property for the purpose of carrying out services in the public interest; and

WHEREAS, **real** property is composed of any designated portion of land and anything permanently placed on or under said land. The elements on our under said land include but are not limited to natural resources and/or human-made structures; and

WHEREAS, retention of **real** property of the City no longer serves the best public interest; and

WHEREAS, the City Council desires to dispose of surplus **real** property.

BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Kuna, Idaho that a policy directing matters of surplus property is adopted concerning the sale or transfer of **real** property as follows:

Section 1: The sale of **real** property by the City of Kuna, Idaho will comply with Title 50, Chapter 14 and Title 67, Chapters 2322 through 2325 of the Idaho Statutes which includes, among other things, the power of the City to sell, exchange, or convey real property; a declaration of value or minimum price it intends to receive; a declaration by the City Council of intent to sell or exchange real property; public hearing requirements; and the sale or transfer of real property from one unit of government to another; and

Section 2: The City Treasurer, City Attorney, or other member of staff so designated by the City Council is authorized and directed to sell the surplus **real** property following satisfactory completion of Section 1 and other items so directed by the City Council.

This resolution shall take effect and be in force immediately upon its passage and approval by the Kuna City Council.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of September, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of September, 2016.

Joseph L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA, IDAHO
SURPLUS PERSONAL PROPERTY POLICY
RESOLUTION NO. R65-2016**

A RESOLUTION OF THE CITY OF KUNA, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; PROVIDING FOR METHOD OF REQUESTING DISPOSAL; DECLARATION BY CITY COUNCIL OF SURPLUS PROPERTY; METHODS OF DISPOSAL; AUTHORIZATION FOR DISPOSAL; AND RELATED MATTERS.

WHEREAS, the City of Kuna, Idaho (“City”) has acquired certain **personal** property for the purpose of carrying out services in the public interest; and

WHEREAS, **personal** property is composed of any non-real property asset. The distinguishing factor between personal property and real property is personal property is movable – not fixed permanently to one location; and

WHEREAS, **personal** property of the City is worn out, obsolete, no longer being utilized, or the retention of which no longer serves the best public interest; and

WHEREAS, the City Council desires to dispose of surplus **personal** property; and

WHEREAS, the City Council desires, in the absence of a specific process mandated by State law, to adopt a policy which determines the process by which **personal** property is disposed of.

BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Kuna, Idaho that a policy directing matters of surplus property is adopted concerning the sale or transfer of **personal** property as follows:

Section 1: **Personal** property surplus request must be made to the City Treasurer’s Office on an asset removal order form as supplied; and

Section 2: **Personal** property surplus requests will be provided to the City Council in the form of an asset surplus request at a scheduled City Council meeting; and

Section 3: **Personal** property will be declared surplus by motion of the City Council; and

Section 4: Disposition of **personal** property declared by the City Council as surplus includes, but is not limited to, determination of value, methods of determination of value, sale for a set minimum price, sale without establishing a set minimum price, sale by sealed bid or online auction, sale or donation to another local government (governed by Title 67, Chapters 2322 through 2325 of the Idaho Statutes), sale or donation to a charitable organization (must prove IRS charitable status), disposal in the landfill; and

Section 5: The City Treasurer, City Attorney, or other member of staff so designated by the City Council is authorized and directed to sell the surplus **personal** property following satisfactory completion of all sections herein and other items so directed by the City Council; and

Section 6: Public hearings of the City Council to determine surplus status and disposition instructions for **personal** property is at the discretion of City Council; and

Section 7: Disposition of **personal** property via sealed bid requires the City Clerk to provide public notice by publishing a legal notice and/or posting a brief description of the item(s), noting that sealed bids will be accepted until the specified deadline; and

Section 8: Surplus **personal** property shall not be purchased by City elected officials, appointed officials, nor staff; and

Section 9: **Personal** property declared as surplus and which contains an electronic storage medium requires certification of destruction of the electronic storage medium; and

Section 10: The City Treasurer is hereby authorized to donate surplus **personal** property if bids received on the surplus property are below the set minimum price as set by City Council, if no bids are received, or in the event that surplus property has no salable value because of condition, obsolescence, or if the surplus property is inappropriate for use in general; and

Section 11: It is the intent of the City Council that surplus **personal** property which is donated benefit the City of Kuna constituency in whole or in part through charitable organizations, or other local governments operating within the incorporated limits of the City of Kuna. In the event no local charitable organization has a need the surplus item may be donated to a non-local charity or a responsible recycler; and

Section 12: It is the intent of the City Council that recycled surplus **personal** property meet maximum achievable environmental protection ensuring re-use or responsible recycling and not end up in a landfill, where possible.

This resolution shall take effect and be in force immediately upon its passage and approval by the Kuna City Council.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of September, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of September, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Telephone (208) 922-5546

Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council
FROM: Chris Engels, City Clerk
RE: Creation of an Art Commission
DATE: September 16, 2016

As part of the Kuna Downtown Revitalization committee meetings and open houses, art for Kuna was a consistent request.

Currently, Kuna does not have an Art Commission to help direct the furtherance of those goals. In addition, there is a variety of grant funding opportunities that can be explored however, a city recognized Commission is needed.

I would like to request approval to move forward with a call for interested citizens and artists to sit on a Kuna Art Commission and help incorporate all mediums of art for the city as well as the possible selection of a volunteer to serve as an advisor to the proposed Commission with staff support for meetings, budget, projects, grants and grant administration. Interested participant information will come back to Council for consideration of formation of the Art Commission and appointment of members.

Thank you,
Chris Engels
City Clerk



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Telephone (208) 922-5546

Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council
FROM: Chris Engels, City Clerk
RE: Transfer of Liquor License
DATE: September 16, 2016

Mayor and Council,

A request has come from Cuda LLC, Big Mic's to transfer the remaining portion of the current alcohol license of The Arlene.

Cuda LLC, Big Mic's has purchased The Arlene business and has transferred the state and county liquor license to Cuda LLC, Big Mic's from The Arlene.

Mayor and Council have the authority to grant the transfer pursuant to Kuna Code 3-1-9.

I recommend the consideration to transfer of the license in compliance with Resolution R66-2016 to enable a smooth transition for Cuda LLC, Big Mic's to Kuna.

Thank you,
Chris Engels
City Clerk

**RESOLUTION NO. R66-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING PURSUANT TO KCC 3-1-9 THE TRANSFER OF THE CITY ALCOHOL LICENSE FROM THE ARLENE TO CUDA LLC, BIG MIC'S EFFECTIVE SEPTEMBER 20, 2016.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby approves and authorized the transfer of the city alcohol license from the Arlene to Cuda LLC, Big Mic's effective September 20. 2016.

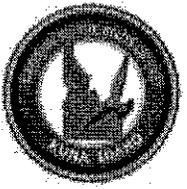
PASSED BY THE COUNCIL of Kuna, Idaho this ____ day of September 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of September 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



City of Kuna
Alcohol Beverage License
763 W. AVALON
P.O. BOX 13
KUNA, ID 83634

Phone: 208-922-5546 Fax: 208-922-5989

***** OFFICE USE ONLY *****

Date _____ City License No. _____

New ___ Renewal ___ Modification ___ Transfer ___

LICENSE:

APPROVED _____ DENIED _____

Date Fee Paid and Receipt No.: _____

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK (Includes On Premise Wine)	\$ 562.50 _____
OFF PREMISE BEER	\$ 50.00 _____
OFF PREMISE WINE	\$ 200.00 _____
ON PREMISE BEER	\$ 200.00 _____
ON PREMISE WINE	\$ 200.00 _____
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)	_____

TOTAL \$ _____

All applications include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE
 New applications also include: Copy of ABC stamped approved Foot Print
 All Licenses will expire annually on May 1 at 2:00 a.m.

BUSINESS NAME: Cuda LLC, Big Mic's PHONE: _____

BUSINESS LOCATION: 459 W Main St
(City, State, Zip Code)

BUSINESS MAILING ADDRESS: 459 W main st
(City, State, Zip Code)

APPLICANT NAME: Michael Larson PHONE: 612-669-4285

RESIDENCE ADDRESS 8624 Robinson Road Kuna, ID
(City, State, Zip Code)

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Michael Larson ADDRESS 8624 Robinson Road Kuna, ID, 83624

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

[Signature]
Applicant Signature

9-13-16
Date

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

2016-2017

RETAIL ALCOHOL BEVERAGE LICENSE

2017827

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Cuda LLC

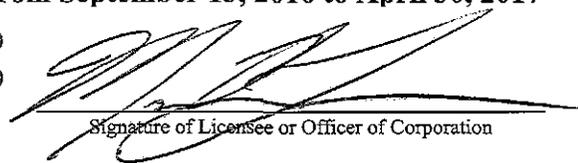
dba: Big Mic's

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 459 W Main St, Kuna, ID 83634



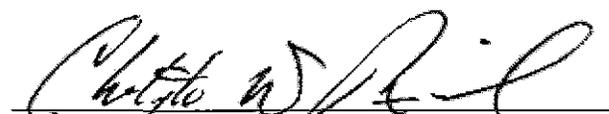
License valid from September 13, 2016 to April 30, 2017

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$5.00
Liquor	Kuna City	\$0.00

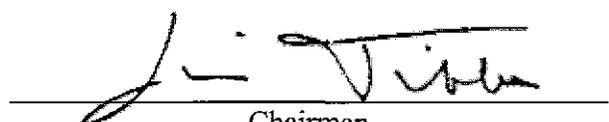


Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 13th day of September, 2016



Christopher D. Rich, Clerk



Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Cycle Tracking Number: 88548
ISLD ID: 7900

Premise Number: 1A-8411
Incorporated City

Retail Alcohol Beverage License

License Year: 2017
License Number: 8411

This is to certify, that Cuda LLC
doing business as: Big Mic's

is licensed to sell alcoholic beverages as stated below at:
459 W Main St, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.


Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	Yes	<u>\$80.00</u>
Beer	Yes	<u>\$20.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	Yes	<u>\$0.00</u>

CUDA LLC
BIG MIC'S
459 W MAIN ST

KUNA, ID 83634
Mailing Address

TOTAL FEE: \$100.00

License Valid: 08/19/2016 - 04/30/2017
Expires: 04/30/2017


Director of Idaho State Police



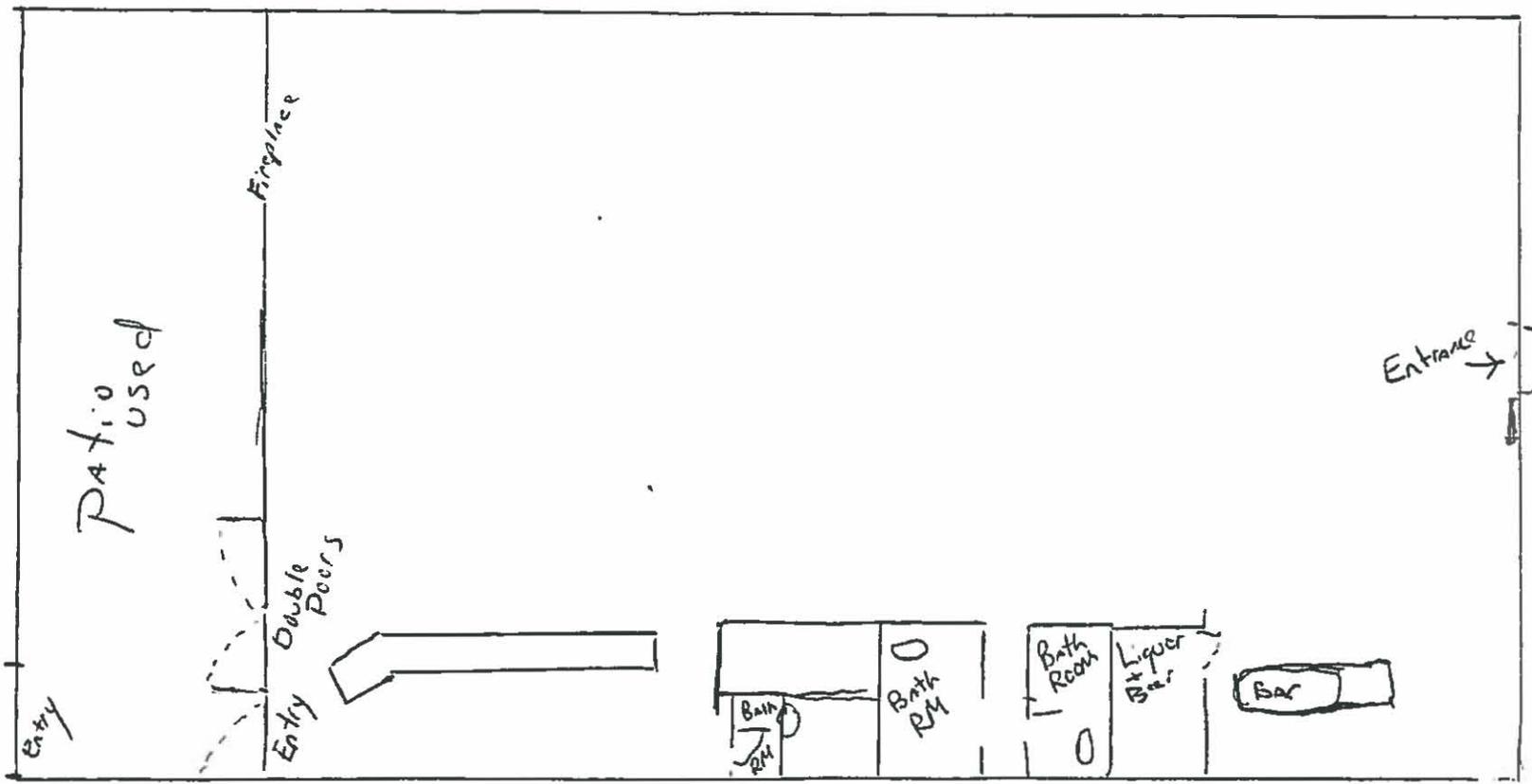
SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

Not to Scale

N →

BIG MIC'S



30'

Patio Used

Fireplace

Double Doors

Entry

Entry

Bath RM

Bath RM

Bath Room

Liquor Bar

Bar

Entrance →

30'

RECEIVED

SEP 15 2016

IDAHO STATE POLICE
ALCOHOL BEVERAGE CONTROL



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@kunaid.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Kuna Public Works Projects
2016 Water Master Plan
Consultant Agreement

DATE: September 7, 2016

REQUEST: Approve Resolution for Keller Associates Agreement

The City Engineer proposes the use of consultant services to prepare an amended Water Master Plan. The former Master Plan is now 11 years old with almost all of the previously identified capital projects completed. In addition, the proposed increase in the size of our impact area includes substantial area not included in the previous Master Plan.

The City of Kuna has created a registry of qualified consultants to perform design on modest sized water, sewer and pressurized irrigation projects. Of the qualified firms from the registry, Keller Associates was determined to be the best qualified for the above referenced project because their team brings with it experience from the 2005 Master Plan and has the most familiarity with the Kuna system.

Major items included in the work will include routing and sizing of water trunk lines, establishing boundaries for new pressure zones, placing wells and storage facilities appropriately, refining system capacity and peaking factors and identifying and prioritizing appropriate capital projects for the next decade. Because the City is expanding into areas without irrigation districts and surface water rights, this master plan is critical in defining water demands when our only source of supply is wells.

Keller Associates has provided an Agreement for Professional Services and an estimate of costs in the amount of \$82,650.00 for the Scope of Work. In selecting a consultant, the Idaho State Code does not allow selection on the basis of the cost of consultant services – only on the basis of qualifications to provide the services. The City staff will continue to make consultant selection as required in state code, but does evaluate costs to make sure expenditures are appropriately controlled.

The City Engineer requests the attached Agreement for Professional Services, Scope and Budget and Estimate of Costs is approved and the services of Keller Associates is secured for the work. A resolution is attached, which if approved, authorizes the Mayor, Clerk and City Engineer to execute the requisite documents. The FY2016-17 Sewer budget has \$85,000 for the project.

Attachments

RESOLUTION NO. R67-2016

RESOLUTION AWARDING CONTRACT FOR CONSULTING SERVICES TO KELLER ASSOCIATES IN THE AMOUNT OF \$82,650.00 FOR PREPARATION OF AN AMENDED WATER MASTER PLAN; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONSULTANT.

WHEREAS, the City of Kuna, Idaho has determined it to be in said City's best interest to prepare an Amended Water Master Plan; and

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

WHEREAS, the City of Kuna, Idaho has selected Keller Associates from its registry of qualified consultants and proposes to contract with them for design services on the basis of their being best qualified to provide consultant services for preparation of an Amended Water Master Plan:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled "Agreement for Professional Services", by and between said city and Keller Associates, which Agreement is for consulting services related to preparation of an Amended Water Master Plan, which agreement and associated scope of work is estimated to cost eighty-two thousand six hundred fifty dollars (\$82,650) and which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of September, 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of September, 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

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

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Water Master Plan Update ("Project").

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

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

SCHEDULE: The Agreement shall commence on the above written date. Consultant shall provide Owner a draft water master plan update report within four months of authorization to proceed conditioned on the City furnishing items outlined in Tasks 2 through 4 within fifteen days of authorization to proceed.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant lump sum fee of \$ 82,650 (Eight Two Thousand Six Hundred and Fifty dollars) as described in Attachment A.

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

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

OWNER: City of Kuna, Idaho

Signature: _____

Name: _____

Title: _____

Address: 763 W. Avalon
Kuna, Idaho 83634

Date: _____

CONSULTANT: Keller Associates, Inc.

Signature: Rod J. Linja

Name: Rod J. Linja

Title: President

Address: 131 S.W. 5th Avenue, Suite A
Meridian, ID 83642

Date: 9/2/2016

STANDARD TERMS AND CONDITIONS:

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.
Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.
Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.
9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive

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

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

11. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

**City of Kuna
Attachment A to Professional Services Agreement**

**WATER MASTER PLAN UPDATE PROJECT
(August 2016)**

Article I: Scope of Services

Project Background

The City of Kuna (Owner) has recently increased its area of impact (proposed water master planning boundary) to approximately 50,000 acres which extends much further east to Pleasant Valley Road. The City desires to complete an update to the City’s water master plan as part of the comprehensive plan update. The previous water master planning boundary encompassed approximately 20,000 acres. The key project objectives include reassessing the potable water demand patterns, developing a master plan for extending potable water service to the area within the proposed impact area included in Attachment B, and developing a capital improvement plan for recommended improvements.

Task 1: Project Management & Meetings

Consultant shall provide administrative and management support for activities further described in this scope of services.

1. Organizing and directing the schedule and performance of activities, identifying and resolving cost and schedule issues, and coordinating the flow of information between the consultant team members and the City. Establish cost accounting, communications, and project reporting structure.
2. Prepare and submit monthly billing and status reports. Monthly reports shall be presented in an organized manner with costs distributed among defined tasks.
3. Organize, prepare materials for, and conduct a project kick-off meeting with City personnel.
4. Organize, prepare materials for and participate in (1) public meetings.
5. Organize, prepare materials for and participate in (3) technical review workshops.
 - a. 1st after tasks 2 through 5 have been completed
 - b. 2nd after tasks 6 are complete
 - c. 3rd after the draft report has been delivered and reviewed by City
6. Take and distribute minutes of all meetings.

*Consultant Deliverables: Meeting agendas and meeting minutes;
Public meeting presentation handout;
Monthly reports*

City Deliverables: Attendance at project kick-off meeting, public meeting, and technical review workshops; Provide venue for meetings;

Task 2: Data Collection & Facility Conditions

Data Collection. In coordination with the kickoff meeting, The Consultant will prepare a Request for Information listing the data needed to complete the master plan. This request will include items such as land use, water production, delivery, and consumption data, population, mapping, facility record drawings, pump curves, finance data, and utility maintenance records. The City will provide water supply (well data), delivery (well/booster station data), and consumption data in a spreadsheet format with totalized daily data.

The City will provide a base map with pipe diameter and pipe type information. The Consultant will review this data, and indicate where additional information or field verification may be desired.

Facility Conditions Evaluation. The Consultant will visit existing pumping and storage facilities, review conditions of these assets, and provide a summary of recommended improvements to be included in the Water Master Plan. The existing system evaluation will not include special testing or an inspection of the interior of the storage tanks or pump and motor performance evaluation. Recommendations will include replacement and rehabilitation recommendations. Recommendations for operational and administrative practices (e.g. tank cleaning, inspection, and coating; line flushing; valve and hydrant exercising; well inspection and maintenance; generator and pump maintenance) will also be provided to preserve facilities and minimize system deficiencies.

Consultant Deliverables: Request for information; write-up on facility conditions;

City Deliverables: Provide Information on RFI; Base map; Provide access to facilities for evaluation; Provide water supply (well data), delivery (well/booster station data), and consumption data organized by categories (i.e. residential, commercial, industrial, public) in spreadsheet format with totalized daily/monthly data; Provide cumulative, 24-hour water delivery totals from each water delivery facility for each hour on a representative maximum demand day; Provide all available metered data for back-flow devices to the pressure irrigation system

Task 3: Water Demand Projections

Planning Boundary, Demographics. The Consultant will review historical population patterns and develop population projections every five years through 20 years and then every 10 years for approximately 70 years (2090) or to build-out (whichever occurs first) of the planning boundary based on historical annual growth averages. City will provide direction regarding spatial allocation of growth projections for 20-year and 70-year growth and water demand forecasts. Planning boundary is assumed to include area of impact outlined in the December 15, 2015 Area of Impact Boundary and Future Land Use Map.

Water Demands. Existing water demands will be developed based on metered water production at the wells, booster stations, and back-flow devices to the municipal pressure irrigation system. The resulting water data will be used to estimate demands for existing and future developed areas. The Consultant will use existing SCADA/telemetry data (provided in electronic format by the City) to develop a 24-hour demand pattern unique to the City.

Estimates of irrigation usage with potable water will be developed based on annual water demand patterns and metered irrigation water through back-flow devices. Comparisons of water usage will be evaluated between one to two areas that have separate irrigation and one to two areas without separate irrigation based on water consumption records.

Unaccounted-for Water. The Consultant will compare water consumption and water production data and develop a water balance for the last full three years of available data as part of identifying water loss in the system. The City will provide input for potential sources of water loss. The Consultant will also identify activities that can reduce water loss.

Peaking Factors. Peaking factors will be developed relative to the average day demands for those areas with and without separate pressure irrigation. The Consultant will develop factors for winter, summer, maximum day, and peak hour demands. Summer and winter demands will be compared to quantify irrigation demands. These factors will be used to calculate the demands for the existing and future model simulations.

Future Water Demands. Future water demands will be projected with input from the City. Considerations for historical water usage, land use, large water users, and water conservation trends will be provided. Demands will be developed for existing and future conditions including areas with and without separate surface irrigation.

Consultant Deliverables: Draft write-up on water demands and planning criteria

City Deliverables: Provide existing and land use maps in shapefile or AutoCAD format; Provide densities for each land use/zoning categories; Establish growth areas for 70-year planning horizon which will be modeled

Task 4: Supply and Storage Evaluations

Water Supply and Storage Needs. The Consultant will analyze the City's water storage and supply needs. The Consultant will use system-wide 24-hour demand pattern to evaluate peaking storage and pumping capacity requirements. Existing and future water demands for the system will be compared to supply and storage limitations and state standards.

The Consultant will assist the City in evaluating the storage requirements. Calculations for existing and future storage needs will reflect emergency storage requirements, fire storage, operational storage, and peaking storage. Emergency storage evaluations will consider delivery capacities via pumping facilities equipped with standby power.

Water Quality Evaluation. Consultant will summarize water quality conditions at each well based on monitoring data furnished by the City and compare to primary and secondary water quality standards. Consultant will make recommendations for mitigating water quality concerns.

Water Rights. Consultant will summarize the City's existing water rights as documented by the Idaho Department of Water Resources (IDWR). The Consultant will analyze the City's water rights and permits in conjunction with the operational characteristics of the water system.

Consultant Deliverables: Storage and water supply summary tables and write-up

City Deliverables: Provide access to record drawings; Provide water quality monitoring data for each well for the last five years;

Task 5: Hydraulic Model Analysis

The Consultant will update existing water system model with water system improvements since the last model development. This will include pressure zone, pumping facilities, storage tanks, and distribution mainline upgrades in the City's water system. Existing model Equivalent Dwelling Unit (EDU) allocation will not be modified. However, a global adjustment to the demands per EDU will be made in the model to reflect revised water demand patterns. Demands for the back-flow devices (if any) that discharge into the pressure irrigation system will be added to the water model. Three model scenarios will be developed which will include the existing system model, the build-out model of the planning area, and one interim planning horizon model (i.e. 20-year population projection).

Model Calibration. The scope for model calibration will be limited to conducting fire flow tests in the vicinity of water system improvements completed since the last water model development. The Consultant will coordinate fire flow testing by furnishing an individual to coordinate the field testing efforts for the flow tests. The City's SCADA data and City staff will be used to get real-time water production, reservoir levels, and pump performance during the fire hydrant testing. The fire testing will require the assistance of 2 to 3 City personnel. For budget purposes, one day of flow testing was assumed.

Fire Flow Analysis. Available fire flows will be evaluated throughout the system. The Consultant will work with the local fire authority to target minimum fire flow requirements for each land use. Where structure-specific fire flow requirements can be provided by the fire authority for up to 20 of the largest structures (i.e. school, commercial), the Consultant will model fire flow scenarios for the mainlines.

Consultant Deliverables: Model results showing available fire flows, system pressures for steady state runs; model results from extended period runs.

City Deliverables: Provide recorded SCADA data during fire hydrant flow testing; Provide 2 to 3 City personnel for two rounds of fire hydrant flow testing; updated City base map files

Task 6: Future Conditions Analysis and Recommended Improvements

The hydraulic model will also be used to model the future water system. Water demands will be distributed within the model to reflect areas of anticipated growth. Model simulations will include a system build-out evaluation of the study area and one interim planning horizon based on 20-year growth projections. City will provide direction regarding spatial allocation of 20-year growth projections.

Pressure Zone Evaluation. The proposed impact area (planning boundary) illustrated in Attachment B includes land with ground elevations that range from approximately 2,550' to 3,100' above sea level. Multiple pressure zones or water systems will be required to provide potable water service that complies with state drinking guidelines. Consultant will evaluate

the feasibility of up to three alternatives for providing water supply and distribution pressure for new areas. Alternatives will include 1) combination of wells, booster station, and ground-level water reservoirs; 2) combination of wells and bench reservoirs; and 3) wells.

Preferred Master Plan. Recommended improvements will be developed to address existing and future deficiencies. These improvements will be organized in terms of priority. Where growth requires system expansions or upgrades, the Consultant will identify estimated EDU thresholds when these improvements may be required. Recommended capital improvements will be incorporated into summary figures and tables showing location and size/capacity of proposed pipelines and water facilities.

Consultant Deliverables: Map showing future improvements and model results

City Deliverables: Direction about where growth is expected for the interim planning horizon model.

Task 7: Capital Improvement Plan (CIP)

A capital improvement plan will be developed outlining recommended improvements. Improvements will be organized by priority, and tied to EDU counts where applicable. The capital improvement plan will also provide recommendations for pipeline, fire hydrant, and annual valve replacement budgets.

Consultant Deliverables: Capital Improvement Plan; User rate and connection fee recommendations

City Deliverables: Provide three years of historical financial data for the water utility and project revenues and expenses (including debt service); water consumption data and user rate charges categorized by user class.

Task 8: Report Documentation

A draft report will be prepared summarizing the results from each of the tasks. This report will be submitted to the City for review and comments. A final report will document findings and address comments on the draft report. This report will be submitted to DEQ and the City for review and adoption.

The scope of this study does not include implementation of recommended improvements such as preparation of an environmental information document, completion of a preliminary engineering report, design and construction administration. However, these additional services may be authorized by the City in writing and the contract scope and budget would be modified accordingly.

Consultant Deliverables: Up to 5 draft copies of the report, 5 final copies of the report, an electronic copy (PDF) of the final report

City Deliverables: Review and provide comments on the report

Not Included in Consultant Scope of Work

In addition to the items identified under the "City Deliverables" for each task, the following elements are not included in the Scope of Work, but could be provided on a time and materials basis if authorized in writing by the Owner.

- Environmental Information Document and all associated environmental field work including wetlands and cultural surveys.
- Leak study
- Field inspection or potholing
- Other services not included in the Consultant's Scope of Work, if required, for completing the design and construction administration process or authorize an Additional Services request to Consultant to provide other services.

Other Assumptions

- Owner shall furnish to Consultant all existing studies, reports, and other available data pertinent to the project, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant such services of others as may be necessary for the performance of Consultant's services.
- Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
- Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information Owner-furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Article II: Compensation

The Consultant will be compensated a lump sum of Eight Two Thousand Six Hundred and Fifty Dollars (\$82,650) for Tasks 1 through 8. The lump sum amount allocation is summarized in the table below.

Summary of Professional Services Fees

Task	Description	Budget
Task 1	Project Management	\$10,900
Task 2	Data Collection & Facility Conditions Evaluation	7,350
Task 3	Water Demand Projections	9,100
Task 4	Supply and Storage Evaluation	6,000
Task 5	Hydraulic Model Analysis	16,600
Task 6	Future Condition Analysis and Recommendations	17,500
Task 7	Capital Improvement Plan	5,500
Task 8	Report Documentation	9,700
TOTAL ENGINEERING		\$82,650

Article III: Schedule

Once Consultant has received authorization to proceed through a signed contract, Consultant shall promptly proceed with the work outlined in Article I. Consultant anticipates furnishing the Owner a draft water master plan update report within four months of authorization to proceed conditioned on the City furnishing items outlined in Tasks 2 through 4 within 15 days of authorization to proceed.

**RESOLUTION NO. R68-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE THE TERMS OF THE AGREEMENT AND THE MAYOR THEN AUTHORIZED TO EXECUTE SAID AGREEMENT WITH EDNETICS, INC. FOR INTERNET SERVICES FOR THE CITY OF KUNA, IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Attorney is authorized to negotiate the terms of the agreement and the Mayor of the City is hereby authorized to execute said agreement with Ednetics, Inc. to provide internet services the city of Kuna, Idaho for an amount not to exceed a one-time payment of \$3,110.00 and a monthly fee of \$250.00.

PASSED BY THE COUNCIL of Kuna, Idaho this ____ day of September 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of September 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Internet Connectivity

Customer City of Kuna 763 W. Avalon Kuna, Idaho 83634 Mike Borzick mborzick@kunaid.gov (208) 287-1726	Ship to City of Kuna 763 W. Avalon Kuna, Idaho 83634 (208) 287-1726	Bill To City of Kuna 763 W. Avalon Kuna, Idaho 83634 (208) 287-1726	Prepared By Cary Anderson cary@ednetics.com P (208) 501-0028 F (208) 777-4708
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Parts for Internet Connectivity

Products

Line	Part Number	Description	Price	Qty	Ext. Price
Internet Service, Migration, and Parts					
1	GLC-LH-SMD-RF	Cisco 1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM - 1 x 1000Base-LX/LH1 Gbit/s	\$250.00	4	\$1,000.00
2	GS-LCSC-SMD-03-BW	3M LC-SC FIBER PATCH CABLE	\$15.00	4	\$60.00
3	CONNECT-SVC-INET	Internet Service (100 Mbit)	\$250.00	1	\$250.00
4	CONN-MIGR-CONN	Ednetics Connect Edge Migration Services	\$1,800.00	1	\$1,800.00
Section Subtotal					\$3,110.00
Products Subtotal					\$3,110.00

Quote Summary

Products	\$3,110.00
Subtotal	\$3,110.00
Total	\$3,110.00

Delivery of products will be considered complete and invoiced upon delivery. Customer will be invoiced for service and installation upon completion of service unless otherwise stated. Payment terms are net 30 days unless contract terms specify otherwise. Payments that are past due may be charged 1.5% interest monthly. These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

A payment and performance bond is not included in this quote unless specifically stated. A performance bond can be provided at an additional 1.5% of the after tax total.

Please submit your PO to: orders@ednetics.com or fax to: (208) 777-4708

Ednetics | (888) 809-4609 · info@ednetics.com



Ednetics Connect™

High Performance Internet Service Agreement

September 14, 2016
City of Kuna

Mike Bordick
763 W. Avalon • Kuna, 83634

CONTRACT NUMBER
EC-IDCOK14092016-1

RFP NUMBER
n/a



Summary of Service and Charges

Ednetics Connect is high speed, high capacity internet service optimized to deliver voice, video and data. Reliability is ensured through proactive monitoring making it ideal for supporting district operations and curricular objectives.

Ednetics Connect™

3 Year Service Agreement

One Time Charges

Migration Services \$1,800.00

Total \$1,800

Monthly Charges

100 Mbit Internet Service \$250.00

Total \$250.00



Ednetics Connect™

High Performance Internet Service

APPENDIX I | MASTER AGREEMENT

EXHIBIT A | EDNETICS ACCEPTABLE USE POLICY

EXHIBIT B | NOTICE TO PROCEED

ATTACHMENT A | EDNETICS CONNECT™

APPENDIX I | MASTER AGREEMENT

General Terms and Conditions

This Master Agreement ("Agreement") is between Ednetics and the entity identified as the customer ("Customer"), each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of Service(s) Attachments ("Attachment(s)"), Service Order(s) and any forms or authorizations attached hereto and/or incorporated herein by reference and this Agreement. This Agreement will survive as long as there are working Service(s) associated with it. The Attachment(s) and Service Order(s) further describe the Service(s) Customer purchased and set forth any additional terms and conditions for those Service(s). In the event there is a conflict between this Agreement and the terms and conditions contained in an Attachment or Service Order, the terms and conditions in the Attachment(s) and/or Service Order(s) take precedence. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names

1. **Obligations of the Customer.** Customer agrees to provide all information, access, and support for timely installation and proper use of Service(s) and to comply with all of the terms and conditions of this Agreement. Customer also agrees that Customer's use of Service(s) will at all times be consistent with the terms outlined in Ednetics Acceptable Use Policy ("AUP") and will not be used in an unlawful manner and will be used in such a manner as to prevent damage to Ednetics network and equipment. Ednetics AUP is attached hereto as Exhibit A and is made a part of this Agreement by reference. Updates to Ednetics AUP will be made on the web site <https://portal.ednetics.com> and will apply to all Service(s). Customer agrees to accept a Material Staging Agreement, if required, provide all information required, access to the premises, support for timely installation, proper use of Service(s) and to comply with all terms and conditions of this Agreement. Customer acknowledges and accepts that not accepting the Material Staging Agreement may subject Customer to higher costs.
2. **Customer Representations.** Customer warrants that they have the legal right and ability to enter into this Agreement and are authorized to act on behalf the school, library, or state/local government entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and providing false or incorrect information may result in delays in the provision and delivery of Service(s) and the suspension or termination of Service(s). Customer agrees to promptly notify Ednetics whenever billing information changes, including, but not limited to, Customer's name, address, e-mail address, telephone number, and credit card information, if appropriate.
3. **Term Commitment.** For each Service, the term commitment of the Service will begin the date Service is first installed and made available to Customer unless Customer advises Ednetics in writing that Service is in material non-compliance with the specifications contained in the Attachment(s) or Service Order(s), in which case the term commitment for that Service will not commence until such time as Ednetics and Customer mutually agree that the issues with Service have been resolved and will continue for the number of months/years set forth in the applicable Attachment(s) or Service Order(s) ("Initial Service Term").
4. **Fees and Charges.** Customer shall pay for all Service(s) Ednetics supplies to Customer. Attachment(s) and Service Order(s) specify the fees Customer will pay for Service(s) during the Service Term. The fees on the invoice are categorized as "Monthly Charges" and "One Time Charges." Monthly Charges will be billed monthly in advance and One Time Charges shall be billed as they occur. "Other Charges" are generally actual usage charges such as international calls, directory assistance calls or bandwidth usage and may not apply to all services. Ednetics will bill Customer and Customer will be responsible for other legal charges including, but not limited to, federal and state universal service fund (USF), federal and state telecommunications relay service (TRS), state and county E911 surcharges, state and local sales taxes, and local utility taxes and any other applicable federal, state, county, or local taxes and fees. Customer's invoice will reflect all taxes and fees applicable to the Service(s) purchased.
5. **Payment.** Ednetics will provide Customer with monthly invoices which will be due and payable thirty (30) days from the invoice date (the "Due Date"). For the purposes of billing and adjustments, Ednetics assumes there are thirty (30) days in a month. Although the invoice date is the 10th of each month, the charges reflected are for the period from the 1st through the 30th of the month. All Monthly Charges are billed one (1) month in advance and all One Time Charges for installation and/or changes of service are invoiced on the first invoice following the date charges were incurred. Your initial invoice could contain One Time Charges, pro-rated charges for partial month's services and Monthly Charges for services in advance and Other Charges which could be usage charges or any charges not categorized as Monthly Charges or One Time

Charges. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the date of the invoice in the amount of one and one-half percent (1½%) per month of the amount of the unpaid balance from the date of invoice. Subject to any applicable state or federal regulations, in the event Customer has an outstanding balance of fees due and owing under this Agreement, Ednetics shall not be obligated to transfer transportable, toll-free, local or other numbers to another carrier. This may not apply to all Service(s). In addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity including, but not limited to, its rights under the Uniform Commercial Code.

- 6. Taxes.** Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including value added taxes, sales taxes, duties, fees, levies or surcharges (including where applicable Universal Service Fund or similar surcharges) imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and shall be paid promptly when due by Customer and Customer agrees to indemnify and hold Ednetics harmless from any liability therefor. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Notwithstanding the foregoing, a monthly Universal Service Fund charge shall be added to each applicable invoice for Service(s) based upon interstate total billed revenues, the amount of which shall be based upon the Federal Communications Commission assessment.
- 7. E-Rate.** This Agreement, including Attachment(s) and Service Order(s), begin upon their execution by both Ednetics and Customer and either (i) Customer's E-rate funding approval or (ii) Customer approval to proceed with service via a Notice to Proceed ("NTP"). Customer understands and agrees that One Time Charges and Monthly Charges are Customer's firm contractual obligation for the duration of this contract after customer receives E-rate funding or has given Ednetics an NTP for Service(s) without E-rate funding. The NTP is included with this agreement as Exhibit B and is made a part of this Agreement by reference.
- 8. Unauthorized Use of the Service(s).** Customer accepts full responsibility for the charges and fees invoiced by Ednetics for the provision of all Service(s) to Customer including, but not limited to, outbound and toll free Service(s), regardless of whether Customer authorized the use of the Service(s). Customer shall indemnify and hold Ednetics harmless from any and all costs, expenses, damages, claims or actions arising from any fraudulent or unauthorized use of Service(s). Customer shall not be excused from paying Ednetics for Service(s) provided to Customer or any portion thereof on the basis that fraudulent use of Service(s) comprised a corresponding portion of the Service(s) for which charges and fees are invoiced. In the event Ednetics discovers or reasonably believes that Service(s) are being used fraudulently, nothing contained herein shall prohibit Ednetics from taking immediate and all reasonable actions necessary to prevent the fraudulent use of the Service(s).
- 9. BACK-UP POWER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ACCESS TO AND USE OF SERVICE(S) IS DESIRED OR REQUIRED DURING A POWER OUTAGE, CUSTOMER IS SOLELY RESPONSIBLE TO PROVIDE APPROPRIATE BACK-UP POWER TO ANY EQUIPMENT LOCATED ON CUSTOMER'S PREMISES TO THE EXTENT SUCH EQUIPMENT MAY BE USED TO ACCESS AND USE OR IS OTHERWISE RELATED TO THE USE OF SERVICE(S). EDNETICS SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE UNAVAILABILITY OF SERVICE(S) DURING A POWER OUTAGE AS A RESULT OF CUSTOMER'S FAILURE TO PROVIDE NECESSARY BACK-UP OR SECONDARY POWER FACILITIES FOR USE OF SERVICE(S).
- 10. Interruption of Service(s) Credit.** In the event there is any defect, error, omission, delay, mistake, interruption, suspension, or other failure in connection with furnishing Ednetics Service(s) or maintenance of the Service and the same is reported to and confirmed by Ednetics (an "Interruption"), the liability, if any, of Ednetics shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected Service for the time period during which the interruption occurred (the "Interruption Credit"). Ednetics shall not be liable nor shall any Interruption Credit be given to Customer for any Interruption which is: (i) caused by the willfulness or negligence of a third-party or any other entity other than Ednetics; (ii) due to failure of equipment and systems provided by Customer or any other entity; (iii) due to a force majeure event as set forth in Section 23 below; (iv) during periods when the Customer elects to use the Service(s) on an impaired basis; or (v) is the result of data services or data integrations interfaced with Ednetics Voice™. Ednetics will provide Interruption of Service(s) Credit based on seven hundred and twenty (720) hours in a thirty (30) day month. There is no credit applicable to the first two (2) hours after Customer notification is provided to Ednetics unless the reported trouble is determined to be due to the negligence of Ednetics or its

underlying carrier. Customer hereby acknowledges and agrees that its sole and exclusive remedy for an Interruption shall be an Interruption Credit. Exceptions to Interruption Credit applicability to Service(s) are detailed in the appropriate Service(s) Attachment.

- 11. Termination by Ednetics.** In the event Customer is in breach of any terms of this Agreement, Ednetics may provide written notice to Customer of such a breach, upon receipt of which Customer shall (i) have ten (10) days to cure such breach if the breach is due to Customer's non-payment of all undisputed charges by the Due Date or (ii) have thirty (30) days to cure all other breaches of this Agreement. If such breach is not cured by Customer to Ednetics satisfaction, in its sole discretion, within the applicable cure period set forth above, Ednetics may terminate this Agreement and the affected Attachment(s) and/or Service Order(s), in whole or in part, and discontinue its provision of Service(s) under this Agreement effective immediately pursuant to Section 12. Notwithstanding the foregoing, in the event Customer's use of Service(s) violates the Ednetics AUP, Ednetics may suspend the provision of Service(s) to Customer or terminate this Agreement and the affected Attachment(s) and/or Service Order(s), in whole or in part, effective immediately.
- 12. Termination by Either Party.** Either Party shall have the right to terminate Service(s) without liability including early termination fees in the following instances; (i) if Ednetics is prohibited from furnishing Service(s) under this Agreement. (ii) If Customer fails to obtain state or federal funding approval, through no fault of Customer; however, negotiations for a new agreement must be initiated. The requesting Party must provide thirty (30) days written notice to the other Party, which notice shall include a request to negotiate a new agreement. If negotiations for a new agreement are not successful and it was determined that the loss of state or federal funding was not the fault of Customer, Ednetics will waive Early Termination Fees. (iii) If any material rate or term contained herein is substantially changed by order of the highest court of any competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state, or federal government authority. This does not apply to a decrease in state or federal funding, although Customer may request to negotiate a new agreement as outlined in (ii). In all cases, Customer will remain responsible for payment of the Service(s) up to the effective date of termination.
- 13. Early Termination Due to Default.** If Service(s) are terminated by Customer or by Ednetics following an uncured default by Customer prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to one hundred percent (100%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Ednetics acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Ednetics as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Ednetics last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Ednetics, thirty (30) days prior to the termination effective date. A minimum of thirty (30) days will always be billed to Customer from the date that the termination notice is submitted.
- 14. Bill Disputes.** Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within thirty (30) days from the date of the invoice or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines that a disputed charge was billed in error, Ednetics will issue a credit to reverse the amount incorrectly billed. If Ednetics determines the disputed amount was billed correctly, Ednetics will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for a supervisor review/resolution with Ednetics and Customer in accordance with this Agreement. In the event that the escalated dispute is resolved against Customer or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.
- 15. Resolution of Disputes.** Except as otherwise provided, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at the higher level of management than the persons with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the

Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.

- 16. Upgrades and Downgrades.** An "Upgrade" is defined as a change to Customer's existing Service(s) agreed to by Ednetics resulting in an increase in Customer's Monthly Charges and/or One Time Charges. Customer will be required to purchase the Upgrade for a term commitment that extends to the end of Customer's existing Term or the Customer may extend their term by providing written notification to Ednetics. A "Downgrade" is defined as a change to Customer's existing Service(s) or partial disconnect agreed to by Ednetics that will result in a decrease in Customer's Monthly Charges. If Customer Downgrades the Service(s) before the end of the Term and the Downgrade results in more than a fifteen percent (15%) decrease in the Monthly Charges on the Service(s) for which a Downgrade occurred, Ednetics, in its sole discretion, may charge Customer Early Termination Fees. Customer shall provide Ednetics with thirty (30) days prior written notice for all Downgrades. Any Downgrade of Service(s) must have a Term that extends at least to the end of the Customer's existing Term.
- 17. Ednetics Owned Customer Premises Equipment.** Any Equipment installed by Ednetics to perform or deliver Service(s) under this Agreement which was not purchased by the Customer, is the sole property of Ednetics and is referred to as "Ednetics CPE". Ednetics has the right to access, maintain, remove, replace or take any other action in connection with Ednetics CPE at any time for any reason. At all times, Customer shall: (i) refrain from physically tampering with or modifying Ednetics CPE, or authorizing another to do so; and (ii) provide Ednetics with reasonable, sufficient, and necessary access to Customer's facilities in order for Ednetics to fulfill its obligations under this Agreement. Customer shall provide Ednetics reasonable and necessary access to Ednetics CPE at all reasonable times in the event Ednetics needs to retrieve Ednetics CPE during or upon the expiration or termination of the applicable Service Term. Customer also agrees to cooperate with Ednetics in all communications with the landlord at the Customer's premises if requested by Ednetics even after the expiration or termination of the applicable Service Term so that Ednetics may retrieve physical possession of Ednetics CPE. Customer shall be responsible for any and all damages to Ednetics CPE caused by Customer or its end-users. Ednetics will not be responsible for any interference or interruption in Service(s) that are related to or caused by Customer CPE. Customer is responsible for the initial and ongoing configuration of any equipment provided by Customer. If any equipment provided by Customer is not compatible or may not be used with the Service(s) and Customer terminates this Agreement or Service(s) as a result, Customer will be responsible for all Non-Recurring Charges for Service(s) that are noted on the Service Order(s) as well as any third-party costs Ednetics may have incurred.
- 18. Limitation of Liability.** Ednetics shall not be liable or responsible for any of the following: (i) the content of the information passing over Ednetics network; (ii) the Internet or any information contained thereon; (iii) unauthorized access to Customer transmission facilities or to Customer owned equipment; (iv) unauthorized access or damage to, alteration, theft, destruction or loss of customer records or data; (v) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (vi) claims against Customer by any other party; or (vii) any act or omission of any other party furnishing services to Customer, or the installation and/or removal of any and all equipment supplies by any other services provider; or (viii) incorrect publication of listings or phone number in the directory, if applicable. Notwithstanding the foregoing, the liability of Ednetics, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service(s) or equipment provided by Ednetics, if any, or for breach or warranties set forth in this Agreement, shall in no event exceed the Monthly Charges for Service(s) that are the subject of the claim. IF ANY LIABILITY IS IMPOSED ON EDNETICS, SUCH LIABILITY SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT, WHICH SHALL BE EDNETICS SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY PERFORMANCE, NON-PERFORMANCE, OR NEGLIGENCE OF EDNETICS UNDER THIS AGREEMENT. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.
- 19. Liability of Customer.** In the event any claim, demand, lawsuit or liability is made or asserted against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall

indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any and all such claims, demands, causes of actions and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Ednetics communications facilities including those due to any malfunction of any facilities or equipment provided by an entity other than Ednetics.

- 20. Warranties.** EDNETICS DOES NOT WARRANT UNINTERRUPTED OPERATION OF THE SERVICE(S) AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES NOT MADE IN THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EDNETICS DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.
- 21. Safeguarding Customer Proprietary Network Information.** Ednetics considers Customer Proprietary Network Information ("CPNI") as confidential. Ednetics will not share information specific to our Customers and/or their network with anyone other than the authorized representative(s) of Customer unless Customer sends written authorization to their Ednetics account manager. Such Letter of Authorization (LOA) must be signed by Customer's authorized representative stating the information Ednetics is to provide and to what party and/or company Ednetics is to disclose the information to upon request. This procedure extends during the term of the contract and will continue after the contract expires.
- 22. Transfer and Assignment.** Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to Customer.
- 23. Force Majeure.** Any delay, interruption or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of this Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
- 24. Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the state Customer is located in and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the state Customer is located in, as appropriate.
- 25. Non-Disclosure and Publicity.** Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics, except as required by law.
- 26. Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any telecommunications and/or Internet Service(s) provided by Ednetics hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
- 27. Addition/Modification.** This Agreement and all attachments may only be modified, amended or waived through an amendment signed by an authorized employee of each Party.
- 28. Severability.** In the event that any of the terms of this Agreement, which includes all attachments, or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
- 29. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original.
- 30. Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice.

Please complete this information.

Notices to Ednetics:

Ednetics, Inc.
Attn: Susan Lamb
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 619-2679
F (208) 619-4161

With a copy to:

Ednetics, Inc.
Attn: Jenny George
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 777-4709
F (208) 777-4708

If to Customer:

The Parties have caused this Master Agreement to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By:

Name:

Title:

Date:

CUSTOMER

By:

Name:

Title:

Date:

EXHIBIT A | EDNETICS ACCEPTABLE USE POLICY

1. **General.** Ednetics does not actively monitor nor does Ednetics exercise editorial control over the content of any web site, electronic mail transmission, mailing list, News Group or other material created or accessible over Ednetics network. However, Ednetics reserves the right to remove any materials that, in Ednetics sole discretion, are potentially illegal, may subject Ednetics to liability, or violate this Acceptable Use Policy ("AUP"). Such material may include, but is not limited to, material that is inappropriate, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent. Any violation of this AUP may result in the suspension or cancellation of Ednetics Service(s) without liability to Ednetics. Channeling any part of any such activity through Ednetics network resources shall constitute a violation of this AUP.
2. **SPAM.** Ednetics prohibits the transmission, distribution or storage of unwanted or offensive content. Prohibited transmissions include without limitation, viruses, Trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamation, postings to a newsgroup in violation of its rules, charter or FAQ, unsolicited advertising (whether commercial or informational) and unsolicited e-mail ("SPAM"). Ednetics strongly opposes SPAM which floods the Internet with unwanted and unsolicited e-mail and deteriorates the performance and availability of the Ednetics network. All forms of SPAM and all activities that have the effect of facilitating SPAM are strictly prohibited. Violation of this provision will result in termination of any applicable Service Order(s) and/or Customer's entire Agreement. In the event any of the above occurs, Ednetics will provide notice pursuant to Section 11 of the Master Agreement and assist Customer where possible; however, if such prohibitive activities have the immediate potential to harm Ednetics network or are harming Ednetics network and/or other customers are experiencing issues due to the above activities, Ednetics, in its sole discretion, will take any action it deems necessary to prevent the transmission, distribution or storage of SPAM and to protect its network.
3. **Unlimited Voice Services.** Customer agrees to use the unlimited service plan for traditional voice or fax calling of duration comparable to that of an average business customer. Customer agrees they will not employ methods, devices or procedures to take advantage of the unlimited service plan by using the voice or fax services excessively or for means not intended by Ednetics. Excessive use is defined by Ednetics as use that substantially exceeds the average call duration used by all other Ednetics unlimited voice service plans caused by excessive local number conference calling, monitoring services, data transmissions of broadcasts or transmission of recorded material. Ednetics has the right to terminate Customers' Service if, in its sole discretion, Ednetics determines that that Customer's use of the unlimited plan violates this prohibition or is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.
 - a. Examples of "unreasonable" use are:
 - i. Re-sell, re-brand, re-supply, re-market or commercially exploit the unlimited service plan, without written consent, in order to aggregate traffic from more than one customer over an unlimited line or trunk;
 - ii. Set-up routing functionality such that only outbound long-distance traffic is sent over the unlimited service; or
 - iii. Engage in any other conduct, which is fraudulent or results in significant network congestion or degradation.
 - b. Examples of "abusive" use are:
 - i. Autodialing;
 - ii. Continuous, repetitive or extensive call forwarding;
 - iii. Continuous call session connectivity;
 - iv. Fax broadcasting;
 - v. Fax blasting;
 - vi. Telemarketing; or
 - vii. Autodialing;
4. **Lawful Purposes Only.** Customer may use Ednetics Services for lawful purposes only. Customer may not use Ednetics Service or equipment in any way that is illegal, improper, or inappropriate. Illegal, improper or inappropriate uses of Ednetics Services and/or equipment include the following:
 - a. Interfering with the ability to provide service to the Customer or other customers;
 - b. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior;
 - c. Use of the Service to impersonate another person, send bulk unsolicited messages, use data mining

techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from Ednetics or use any automated means to manipulate the service; or

- d. Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate and applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.
5. **Right of Termination.** Ednetics reserves the right to terminate the Service immediately and without advance notice if Ednetics, in its sole discretion, believes that Customer has violated any of the above restrictions.
6. **Theft of Service.** Customer may not use or obtain the Service in any manner that avoids Ednetics policies and procedures, including an illegal or improper manner. Customer will notify Ednetics immediately in writing if Customer believes the Service is stolen, used fraudulently, or otherwise being used in an unauthorized manner. If Customer notifies Ednetics of one of these events, Customer must provide an account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of the Service.
7. **Revisions to this Acceptable Use Policy.** Ednetics reserves the right to revise, amend, or modify this AUP at any time in any manner. Any revision, amendment, or modification will be effective ten (10) days after Ednetics publishes such revision, amendment, or modification. Your continued use of our Services after such revision, amendment, or modification shall constitute your acceptance of the modifications to the AUP. Therefore, it is important that you review this AUP from time to time. IT IS YOUR RESPONSIBILITY TO CHECK EDNETICS PORTAL AT <https://portal.ednetics.com> REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE. If you have questions about the AUP, or about your rights and responsibilities, please contact your Account Manager.

EXHIBIT B | NOTICE TO PROCEED

The Ednetics Services Contract(s) begins upon its execution by Ednetics and Customer plus Customer's approval to proceed with service by executing this Notice to Proceed. This Notice to Proceed acts as Customer's Contract activation and Customer's firm approval to proceed with service delivery activities and will be considered as such upon execution by Customer's authorized party below. By signing this form, you are providing consent to proceed with the following Contract(s):

Service Name	Description	Contract #	Customer Requested Start Date
Ednetics Connect	Internet Service		

Upon receipt of the signed Contract and the signed Notice to Proceed, Ednetics will begin the work necessary to deliver your services. Changes to an Ednetics Network Estimated Service Order will reflect in the Final Service Order. If there are no changes to the Ednetics Network Estimated Service Order, it will become final and invoiced at service delivery.

Customer further understands and agrees that that one-time charges and recurring charges are Customer's firm contractual obligation for the duration of this Contract whether Customer does or does not receive E-Rate funding. If Customer cancels this Notice to Proceed, there may be termination fees.

CUSTOMER REPRESENTATIVE SIGNATURE

CUSTOMER PRINTED NAME

CUSTOMER TITLE

DATE

ATTACHMENT A | EDNETICS CONNECT™

Ednetics Connect™ is a suite of high performance network services consisting of Connect™ Internet, Connect™ Wide Area Network ("WAN"), and Connect™ Transport, collectively referred to as Service(s). In the event there are differences between the Service(s), those differences, if any, will be identified below. Ednetics does not monitor or exercise editorial control over the content of any information traveling over WAN or Transport. Ednetics does provide basic firewall services for Internet.

- 1. Service(s).** For purposes of this Agreement, "Service(s)" shall mean Ednetics Connect™ and the use of Ednetics equipment and services integral to performance and/or delivery of the Service(s) under this Agreement. Service(s) shall also refer to the Ednetics provided demarcation point between Customer's local area network ("LAN") and Ednetics wide area network ("WAN"). Specifically, the demarcation point is represented by a router and provides a physical demarcation ("Demarc") between Customer's LAN and Ednetics WAN. Ednetics is responsible for network on the WAN side of the Demarc and Customer is responsible for network on the LAN side of the Demarc.
- 2. Definitions.**
 - a. Connect™ Internet is an all inclusive broadband service.
 - b. Connect™ Wide Area Network (WAN) is transport connecting locations together in a WAN.
 - c. Connect™ Transport is transport in a point-to-point configuration.
- 3. Acceptable Use Policy.** Ednetics reserves the right to revise, amend, or modify ("Update") the Acceptable Use Policy ("AUP") at any time and in any manner. Any Update will be effective ten (10) days after Ednetics publishes such Update. Your continued use of the Services after such Update shall constitute your acceptance of the Update. Therefore, it is important you review the AUP from time to time. It is your responsibility to check the website at <https://portal.ednetics.com> regularly, as all or any part of this AUP may change without notice. If you have any questions about the AUP or about your rights and responsibilities, please contact your Account Manager. Ednetics AUP is attached to the Master Agreement as Exhibit A and made a part of this Agreement by reference.
- 4. Fraud and Network Security.** In no event will Ednetics be liable for protection of Customer's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration of, theft or destruction of Customer's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices.
- 5. Traffic Limitation.** Ednetics Connect™ may only be used in conjunction with Service(s) purchased from Ednetics. Notwithstanding anything in this Agreement to the contrary, no data traffic shall traverse Ednetics network unless such traffic originates from or is destined for Customer.
- 6. Service Availability.** Ednetics is committed to providing reliable, high-quality Service(s) to Customers. Ednetics warrants that Ednetics Connect™ will be available on a continuous, twenty-four hours per day, seven days a week basis.
- 7. Early Termination for Convenience.** If Service(s) are terminated by Customer for convenience prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to one hundred percent (100%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Ednetics acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Ednetics as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Ednetics last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Ednetics, thirty (30) days prior to the termination effective date. A minimum of thirty (30) days will always be billed to Customer from the date that the termination notice is submitted.
- 8. Term Renewal.** Upon expiration of the Initial Service Term and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions as their initial term for a period of one (1) additional three (3) or five (5) year term, as applicable, upon notification to Ednetics in writing at least thirty (30) days prior to the expiration of the Service Term.

Your initials below indicate acceptance of the product specific Terms and Conditions.

CUSTOMER

Initials: _____

Amendment No. 1
Ednetics Connect™
EC-IDCOK-14092016-1

This Amendment to Ednetics Connect™ EC-IDCOK-14092016-1 (“Agreement”) and Attachment A. outlines additional terms and conditions necessary to share Ednetics excess bandwidth available on a circuit also serving Kuna School District.

Master Agreement

3. **Term Commitment.** The Term commitment for this service will begin the date service is first installed and made available to Customer and will end co-terminus with the expiration of Kuna School District’s contract, which is July 1, 2019.

10. **Interruption of Service(s) Credit.** In the event Ednetics needs access to Kuna School District due to an outage and access is unavailable from Kuna School District, no Interruption Credit will be provided for the period of time Ednetics is unable to gain access.

Attachment A

8. **Term Renewal.** In the event Kuna School District does not renew their Agreement, nothing prevents the City from entering into negotiations to renew their contract at the expiration of the initial term. However, it is possible arrangements would also need to be made with Kuna School District.

Your initials below indicate acceptance of the additional terms and conditions.

CUSTOMER

Initials: _____

Amendment No. 1
Ednetics Connect™
EC-IDCOK-14092016-1

This Amendment to Ednetics Connect™ EC-IDCOK-14092016-1 ("Agreement") and Attachment A. outlines additional terms and conditions necessary to share Ednetics excess bandwidth available on a circuit also serving Kuna School District.

Master Agreement

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Attachment A

8. **Term Renewal.** In the event Kuna School District does not renew their Agreement, nothing prevents the City from entering into negotiations to renew their contract at the expiration of the initial term. However, it is possible arrangements would also need to be made with Kuna School District.

Your initials below indicate acceptance of the additional terms and conditions.

CUSTOMER

Initials: _____

**RESOLUTION NO. R69-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE TEMPORARY EASEMENT BY AND BETWEEN DON YOUNG LAND COMPANY INC. (GRANTOR) AND THE CITY OF KUNA, IDAHO (GRANTEE) FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A CITY OF KUNA, IDAHO WATER, SEWER AND MAINTAINING SEWER MAINS, PRESSURE IRRIGATION MAIN, SEWER AND PRESSURIZED IRRIGATION MAIN, AND LOCATED AS DEPICTED ON EXHIBIT A OF SAID EASEMENT.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho to accept the certain Temporary Easement, as attached hereto as **EXHIBIT A**, and entitled:

1. Temporary Easement- dated September 7, 2016 provided by Don Young Land Company Inc., which grants to the City of Kuna a temporary easement for construction, maintenance, operation and replacement of a City of Kuna water, sewer and pressurized irrigation main, as more particularly described in Exhibit A of the Easement.

PASSED BY THE COUNCIL of Kuna, Idaho this ___ day of September 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this ___ day of September 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

TEMPORARY EASEMENT

THIS TEMPORARY CITY OF KUNA WATER, SEWER AND PRESSURE IRRIGATION MAIN EASEMENT AND SEWER LIFT STATION EASEMENT granted this 7th day of September 2016, by and between **DON YOUNG LAND COMPANY, INC.** (the "Grantor"), whose mailing address is P.O. Box 189, Kuna, Idaho 83634 and the **CITY OF KUNA**, an Idaho municipal corporation (the "Grantee"), whose mailing address is 763 West Avalon, Kuna, Idaho 83634:

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

WITNESSETH:

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

This easement is made subject to the following conditions:

1. The easement described above is hereby reserved for the utility purposes herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF KUNA, or their assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utilities.
3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

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

This Temporary Easement shall expire upon replacement with a permanent easement acceptable to the Grantee or with deeded or dedicated public road right-of-way capable of

providing similar or better access to the public utility improvements and acceptable to the Grantee.

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

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Temporary City of Kuna Water, Sewer and Pressure Irrigation Main Easement and Sewer Lift Station Easement to be executed in its name as of the day and year first herein written.

GRANTOR:


_____, (authorized signature)
DON YOUNG LAND COMPANY, INC

Print Name/Title Michael H. Young president

STATE OF IDAHO)

) ss.

County of Ada)

On this 7th day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael H. Young known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Kara Medrano

Notary Public

Residing at Kuna, ID My Commission Expires 9-7-16

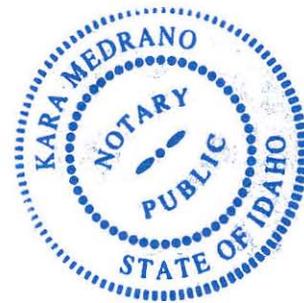


EXHIBIT A

**DESCRIPTION FOR
CITY OF KUNA SEWER EASEMENT
AIRENAL SUBDIVISION**

A utility easement located in Lots 1, 2 and 3, Block 14 of Amended Avalon Orchard Tracts as filed in Book 6 of Plats at Page 254 and Lots 4 and 5 of Avalon Orchard Tracts Subdivision as filed in Book 4 of Plats at Page 189 records of Ada County, Idaho located in the NE 1/4 of the NW 1/4 of Section 25, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the W1/16 corner of Section 25 from which the N1/4 corner bears North 88°39'09" West, 1,309.24 feet;

thence along the West boundary line of the NE1/4 of the NW1/4 of said Section 25 South 00°00'36" East, 233.04 feet;

thence leaving said West boundary line South 89°36'33" East, 20.00 feet to a point on the East right-of-way line of S. Orchard Ave, said point being the **REAL POINT OF BEGINNING**;

thence South 89°36'33" East, 257.45 feet;

thence South 79°24'01" East, 242.22 feet;

thence North 90°00'00" East, 183.38 feet;

thence South 00°01'20" West, 50.07 feet;

thence North 89°58'40" West, 188.00 feet;

thence North 79°24'01" West, 96.13 feet;

thence South 00°13'52" West, 195.70 feet;

thence South 43°26'06" West, 112.13 feet;

thence South 11°25'21" West, 82.60 feet;

thence South 21°15'59" East, 325.46 feet;

thence South 58°41'47" East, 88.47 feet;

thence North 85°45'14" East, 327.47 feet;

thence South 73°49'32" East, 278.21 feet;

thence North 90°00'00" East, 186.53 feet to a point on the West right-of-way line of S. Kay Avenue;

thence along said West right-of-way line South 00°23'58" East, 50.00 feet;

thence leaving said West right-of-way line North 90°00'00" West, 193.98 feet;

thence North 73°49'32" West, 276.31 feet;

thence South 85°45'14" West, 334.49 feet;

thence North 58°41'47" West, 121.44 feet;

thence North 21°15'59" West, 178.81 feet;

thence South 64°30'06" West, 79.61 feet;

thence North 04°50'12" West, 14.96 feet;

thence North 37°15'51" West, 68.77 feet;

thence North 66°41'29" East, 94.18 feet;

thence North 21°15'59" West, 100.31 feet;

thence North 11°25'21" East, 111.61 feet;

thence North 43°26'06" East, 106.67 feet;

thence North 00°13'52" East, 185.05 feet;

thence North 79°24'01" West, 95.43 feet;

thence North 89°36'33" West, 252.63 feet to a point on the East right-of-way line of S. Orchard Avenue;

thence along said East right-of-way line North 00°00'36" West, 50.00 feet to the **REAL POINT OF BEGINNING**.



E. AVALON STREET
BASIS OF BEARING
N88°39'09"W 1309.24'

24 W1/16

N1/4 24

25 25

REAL POINT
OF BEGINNING

SEE SHEET 3

SEE SHEET 2

SEE SHEET 4

SEE SHEET 5

AIRENAL SUBDIVISION

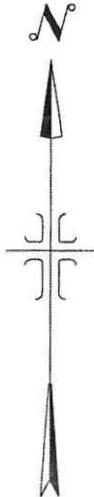
S. ORCHARD AVENUE
S0°00'36"E 1331.20'

S. KAY AVENUE

NW1/16



SCALE: 1" = 200'



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IDAHO
SURVEY
GROUP, P.C.

1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
(208) 846-8570

EXHIBIT DRAWING FOR
CITY OF KUNA SEWER EASMENT
AIRENAL SUBDIVISION

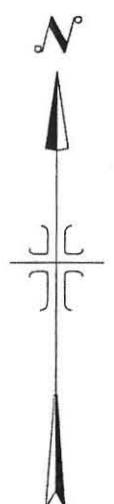
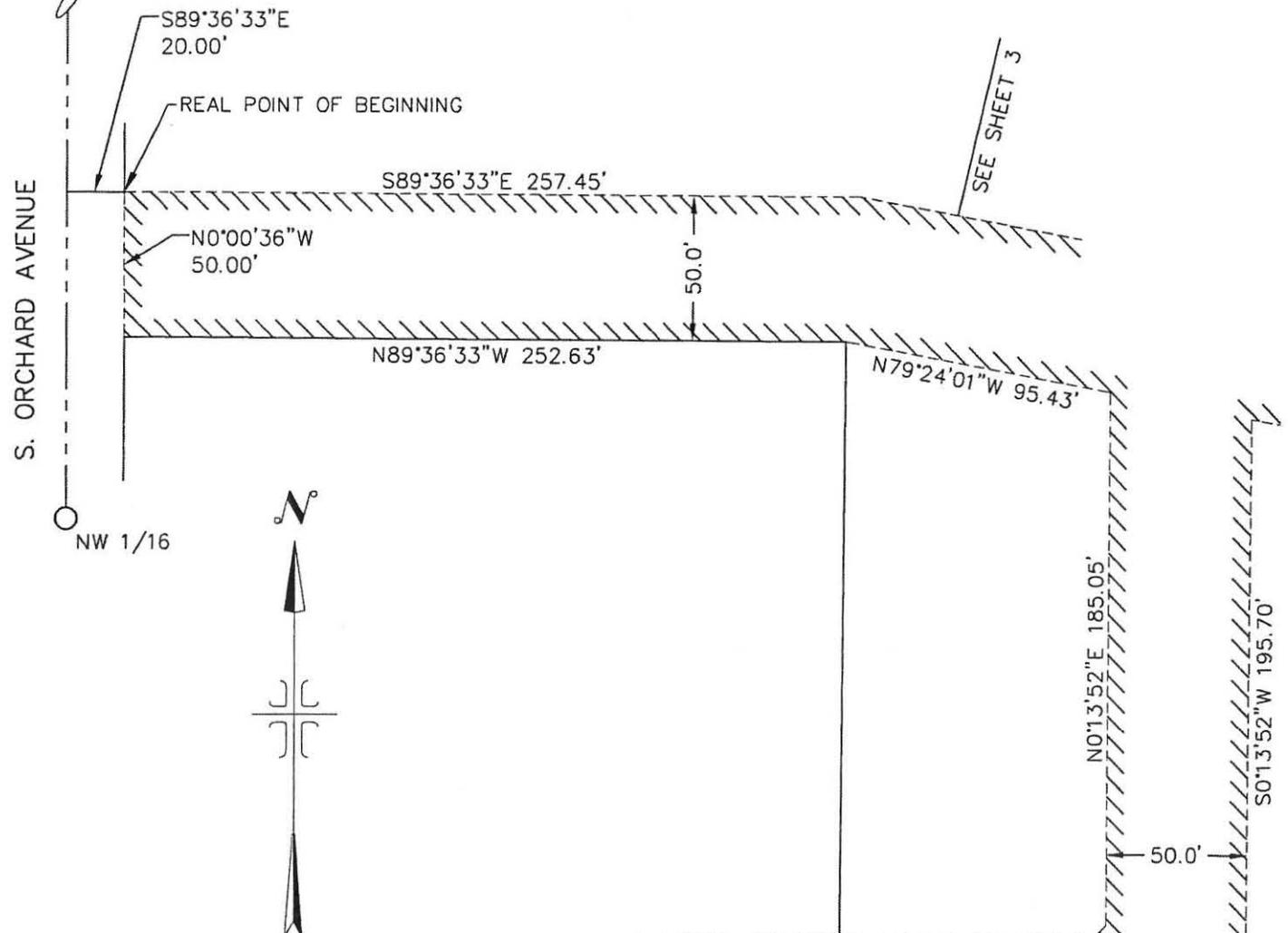
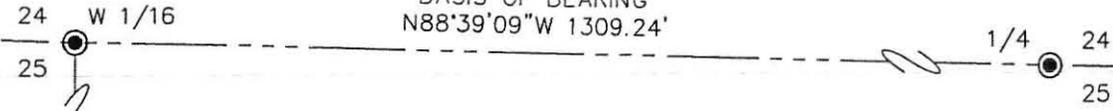
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KUNA, ADA COUNTY, IDAHO

JOB NO.
16-096

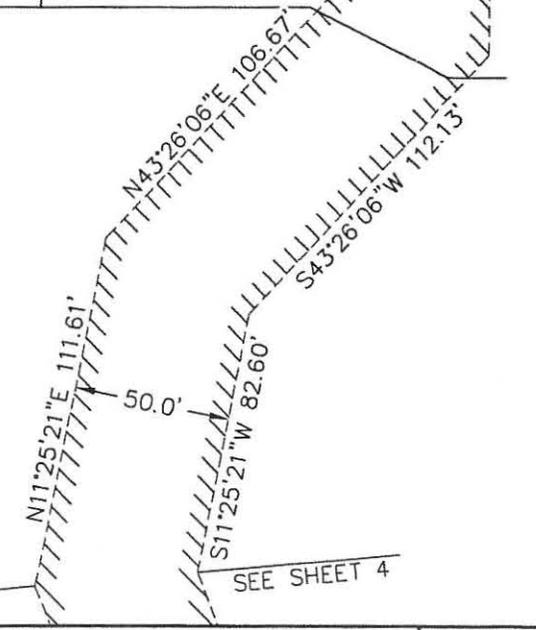
SHEET NO.
1 OF 5

DWG. DATE
8/22/2016

E. AVALON STREET
BASIS OF BEARING
N88°39'09"W 1309.24'



SCALE: 1" = 60'



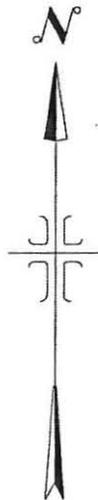
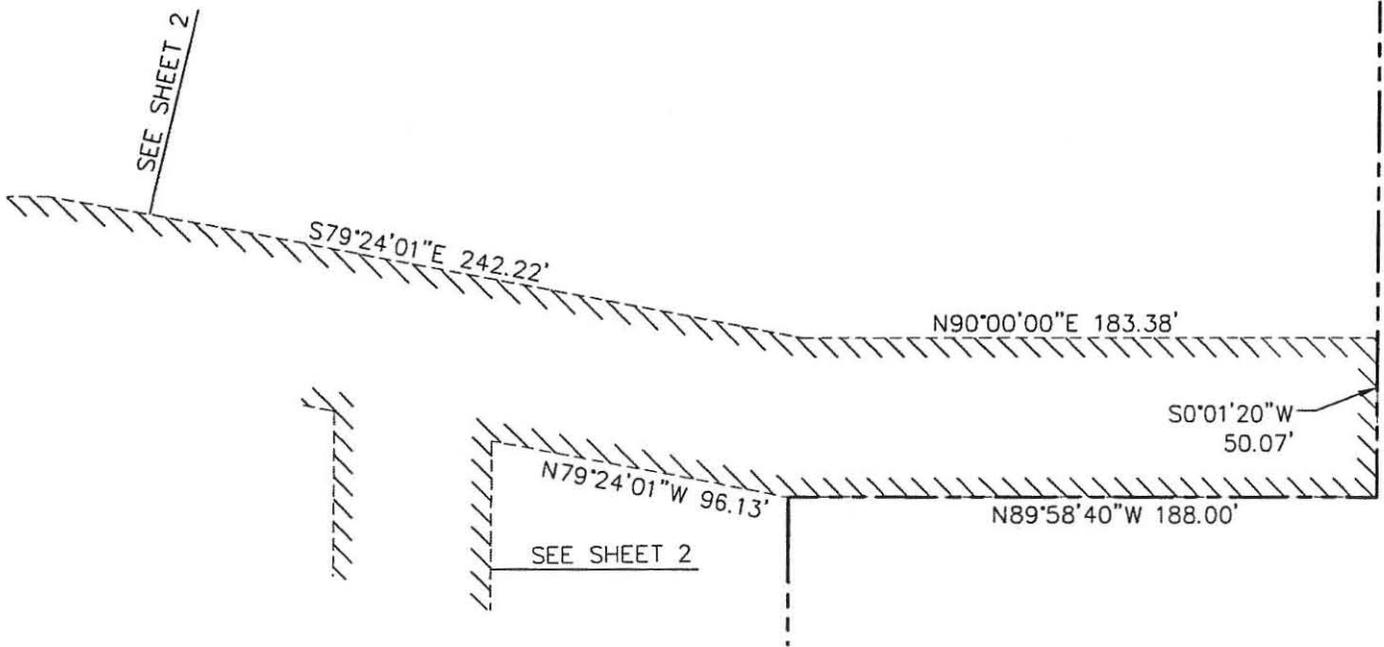
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	IDAHO SURVEY GROUP, P.C.	1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83642 (208) 848-8570

EXHIBIT DRAWING FOR
CITY OF KUNA SEWER EASMENT
AIRENAL SUBDIVISION

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 25, T.2N., R.1W., B.M.,
KUNA, ADA COUNTY, IDAHO

JOB NO. 16-096
SHEET NO. 2 OF 5
DWG. DATE 8/22/2016



SCALE: 1" = 60'

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IDAHO SURVEY GROUP, P.C.

1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
(208) 846-8570

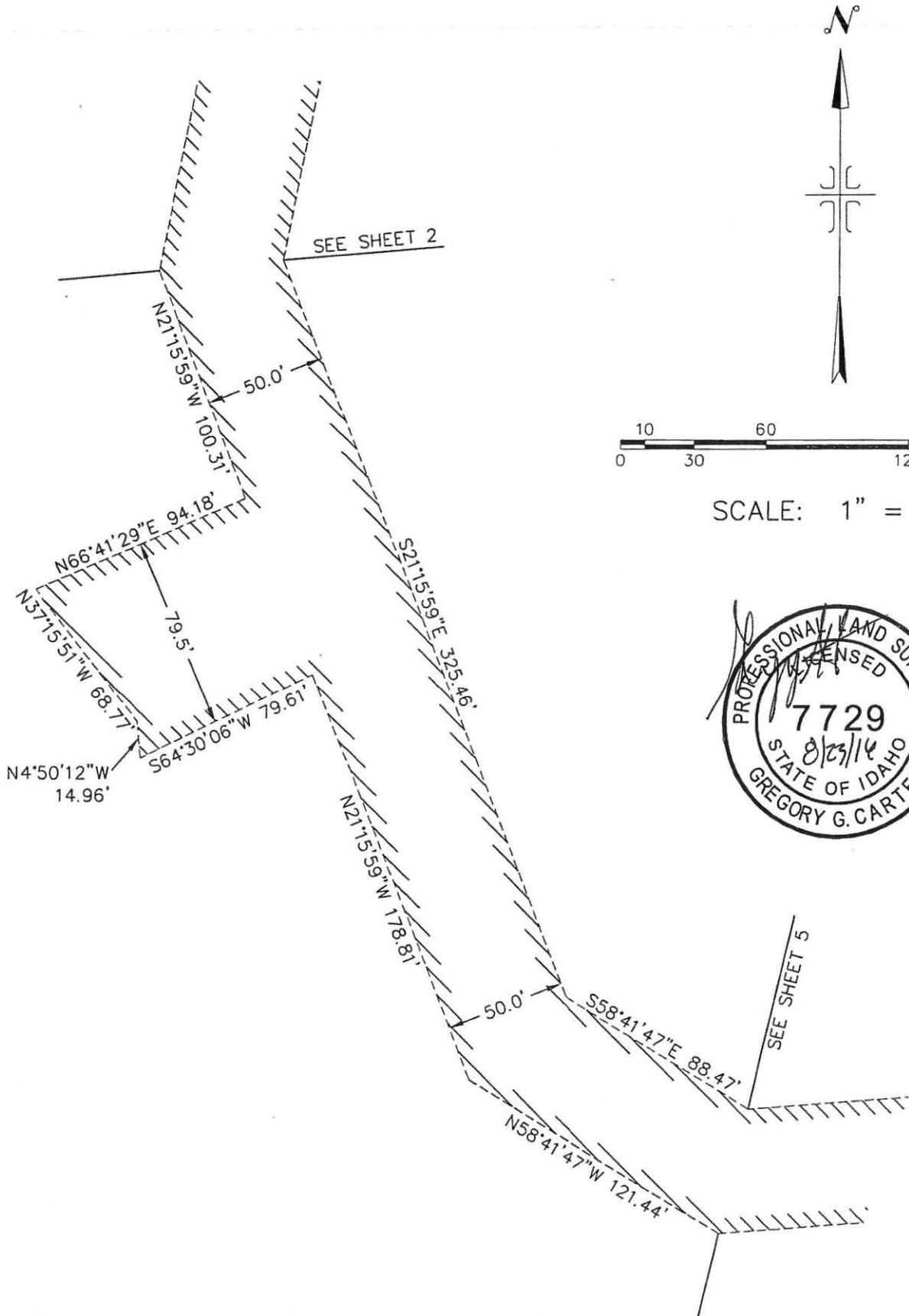
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CITY OF KUNA SEWER EASMENT
AIRENAL SUBDIVISION

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 25, T.2N., R.1W., B.M.,
KUNA, ADA COUNTY, IDAHO

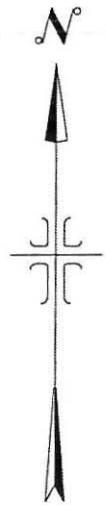
JOB NO.
16-096

SHEET NO.
3 OF 5

DWG. DATE
8/22/2016



SEE SHEET 2



SCALE: 1" = 60'



SEE SHEET 5

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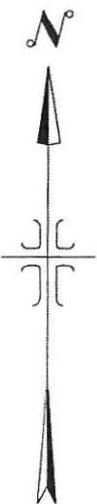
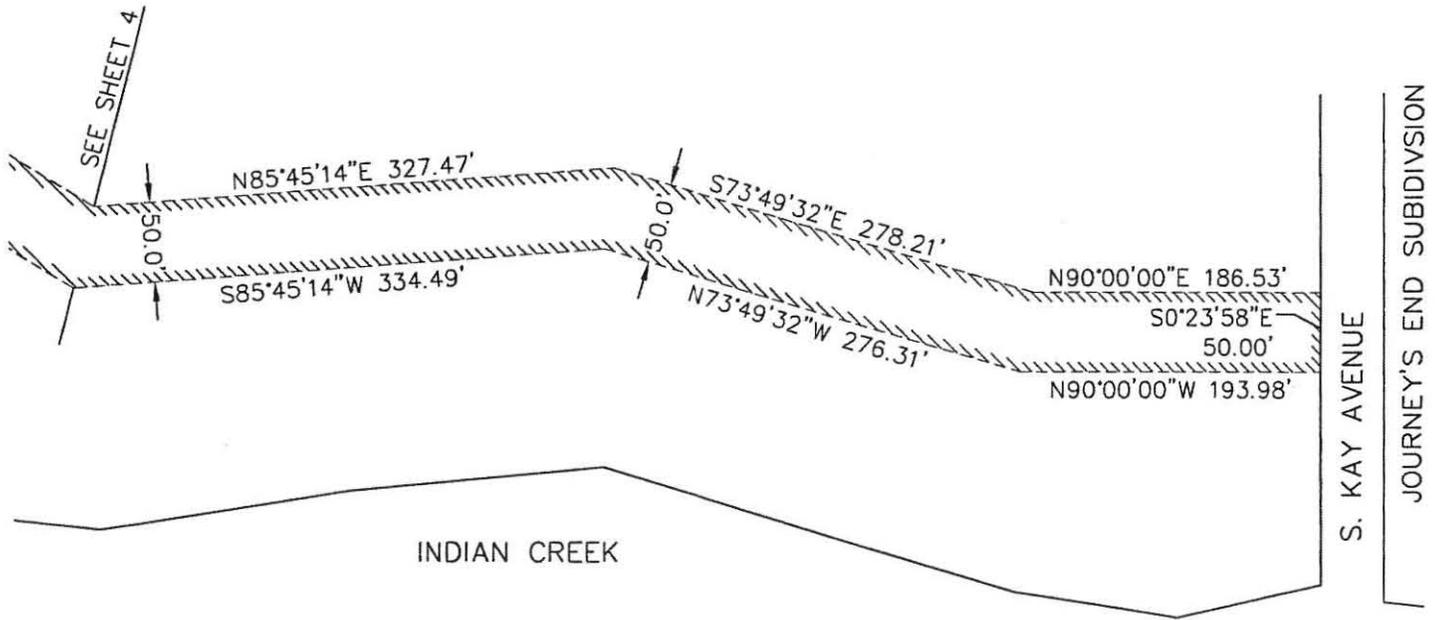


IDAHO SURVEY GROUP, P.C.
 1450 E. WATERTOWER ST.
 SUITE 130
 MERIDIAN, IDAHO 83642
 (208) 846-8570

EXHIBIT DRAWING FOR
CITY OF KUNA SEWER EASMENT
 AIRENAL SUBDIVISION

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 25, T.2N., R.1W., B.M.,
 KUNA, ADA COUNTY, IDAHO

JOB NO. 16-096
SHEET NO. 4 OF 5
DWG. DATE 8/22/2016



SCALE: 1" = 120'

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 IDAHO SURVEY GROUP, P.C. 1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83642 (208) 846-8570	EXHIBIT DRAWING FOR CITY OF KUNA SEWER EASMENT AIRENAL SUBDIVISION	JOB NO. 16-096
	LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 25, T.2N., R.1W., B.M., KUNA, ADA COUNTY, IDAHO	SHEET NO. 5 OF 5 DWG. DATE 8/22/2016



Memo from the Office of the City Attorney

To: City Council
From: Richard T. Roats
Re: Idaho Humane Society

Subsequent to our meeting on September 6, 2016 I met with employees of the Idaho Humane Society with questions regarding costs allocation and service.

The IHS is staffed with four officers and an operator (dispatch) from 8:00 am to 6:00 pm seven days a week. From 6:00 pm to 8:00 am there is one on-call officer who will respond to emergency calls- injured animals, aggressive animals and law enforcement requests for assistance. After hours calls are answered by an answering machine that directs callers to call Boise Dispatch if there is an emergency.

Notably, the IHS has divided its service area into four quadrants, with an officer assigned to each quadrant during the day shift.

As for cost allocations, I have enclosed a copy of the IHS spreadsheet for a review of the contracting entities and the respective percentages. As IHS stated our contract is 3.5% of total amount, IHS would like it to increase to be in line with the % of avg. service calls.

	2015 Population Per COMPASS	% Population	2013 Service Calls	% Avg Service Calls	2014 Service Calls	% Avg Service Calls	2015 Service Calls	% Avg Service Calls	2016 Thru 8/31 Service Calls	% Avg Service Calls	Current Contract \$\$	% Current Contract \$\$	Proposed Contract \$\$	% Proposed Contract \$\$
Boise City	223,670	53%	4,563	54.3%	4,715	55.9%	5,046	75.4%	3,916	58.5%	853,256	50.2%	876,721	49.7%
Meridian	91,310	22%	2,239 *	26.6%	1,800	21.3%	1,620	24.2%	1,322	19.8%	370,132	21.8%	370,132	21.0%
Ada County	61,780	15%	976	11.6%	1,091	12.9%	1,237	16.5%	762	11.4%	360,000	21.2%	360,000 *	20.4%
Kuna	17,320	4%	340	4.0%	452	5.4%	406	6.1%	323	4.9%	59,675	3.5%	61,465	3.5%
Eagle	24,600	6%	248	2.9%	329	3.9%	347	5.2%	315	4.7%	57,264	3.4%	60,264	3.4%
Garden City	-	0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	-	37,000	2.1%
Other	-	0%	42	0.5%	44	0.5%	65	1.0%	47	0.7%	-	0.0%	-	0.0%
	418,680	100%	8,408	100%	8,431	100%	8,721	130%	6,690	100%	1,700,327	100.0%	1,765,562	100.0%

Meridian Contract began 10/1/13
 * Estimated Calls based on 10/13-1/14 and prior year Meridian data

* Plus licenses sold = approx. \$20K

RESOLUTION NO. R62-2016

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE FISCAL YEAR OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

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 the contract with the Idaho Humane Society to provide animal control services in the City of Kuna for the fiscal year commencing October 1, 2016 and ending September 30, 2017 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 20th day of September 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 20th day of September 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**SERVICE AGREEMENT FOR ANIMAL CONTROL
SERVICES BETWEEN CITY OF KUNA AND
THE IDAHO HUMANE SOCIETY**

This agreement is made and entered into this ___ day of September 2016, by and between the City of Kuna, hereinafter referred to as "City," and the Idaho Humane Society, Inc., hereinafter referred to as "Humane Society."

WHEREAS, the City desires to provide animal control services in the community to protect the community's health and welfare and to assure that the animals are maintained consistent with the provisions of the City Code; and,

WHEREAS, the City recognizes the Humane Society as having the necessary qualifications and capabilities to provide a full range of animal control services to the community for many years.

WITNESSETH:

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. Period of Agreement. This agreement shall cover a one-year period beginning the 1st day of October 2016, and ending the 30th day of September 2017.
2. Animal Control Enforcement. The Humane Society shall be the City's Animal Control Contractor and shall be responsible for the enforcement of all animal regulatory ordinances of the City Code, except as otherwise agreed in writing by the parties to this agreement. In carrying out this responsibility, the Humane Society shall:
 - a. Provide timely animal control services within the City limits including investigating complaints, responding to calls for service, patrol (as time is available), issuing citations to suspected violators and following through in court when subpoenaed, apprehending and impounding stray animals and other animals as required in the City Code, picking up dead or injured animals within the road right-of-way in the City limits and other services as appropriate.
 - b. Holding, preparing records regarding, and providing disposition of impounded animals, consistent with City Code requirements and Humane Society goals.
 - c. Providing other services designed to support the goal of responsible animal ownership in Kuna including, but not limited to public information, acting as the City's expert consultant regarding legislation and other matters regarding animal control in the community.
 - d. The Humane Society shall be the agent of the City in enforcing Title 10, Chapter 3 of the City Code and pertinent provisions of the Idaho Code relating to animal cruelty and animal control. The Humane Society shall be responsible for selecting and training qualified officers and employees to carry out these services. The Humane

Society will coordinate their animal control services with City officials, especially regarding licensing and citations as appropriate.

- e. Provide the City with a monthly update related to calls for service, citations issued and animals impounded.
3. Compensation and Payment. The City agrees to pay the Humane Society for animal control services provided within City limits during the period of this contract. Compensation to the Idaho Humane Society for Animal Control Services for FY 16/17 (October 1, 2016 through September 30, 2017), shall be \$61,465, payable in twelve equal installments, beginning in October 2016. Fees will be adjusted annually based on population changes, level of service calls and cost increases.

The Humane Society agrees to collect licensing fees and other payments as required in the Municipal Code and to effect disposition of all fees so collected as required in the Kuna City Code back to the City. The Humane Society agrees to provide a monthly accounting of all fees received and dispersed to the City.

4. Compliance with Laws. The Humane Society shall undertake a continuing program of monitoring to ensure compliance with all applicable Federal, State, and City laws, regulations, ordinances, as well as directives of the designated City liaison to ensure safe and efficient operations and to safeguard funds made available to the Humane Society by the City.
5. Indemnification. The Humane Society shall indemnify and save and hold harmless City from and for any losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses caused or incurred by the Humane Society, its servants, agents, employees, guests, and business invitees, in the performance of this Agreement, and not caused by or arising out of the tortious conduct of City or its employees. In addition, Humane Society shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability insurance in which City shall be a named insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, the Humane Society covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Humane Society shall provide City with a Certificate of Insurance or other proof of insurance evidencing the Humane Society's compliance with the requirements of this paragraph and file such proof of insurance with the City Clerk. The Humane Society shall provide proof of insurance for workers compensation in the statutory limits as requested by the State of Idaho. In the event the insurance minimums of the Idaho Tort Claims Act are changed, the Humane Society shall immediately submit proof of compliance with the changed limits.
6. Humane Society to be Independent Contractor. The parties hereto agree and understand that neither the Humane Society, nor any person performing the requirements of this

contract on behalf of the Humane Society, are employees of City. It is further understood that the relationship between the City and the Humane Society is that of principal-independent contractor, respectively, and nothing herein shall be construed to be inconsistent with the relationship.

7. Accounting and Documentation. The Humane Society will account for Animal Control Services separately from other functions or political subdivisions and will assure all documents (invoices, vouchers, payrolls, etc.) identify Animal Control costs. Humane Society will make all accounting information and supporting documents available to the City representative upon request.
8. Changes in Conditions. The Humane Society will inform the City in a timely manner of any changes in conditions that may significantly affect City Animal Control Services provided by Humane Society or associated costs.
9. Use and Maintenance of Animal Control Vehicles. The Humane Society will provide the animal control vehicles and collision insurance thereon, for use by the Humane Society in performing official duties under this Agreement.
10. Technical Assistance. The City will provide the Humane Society, upon request, with technical assistance if available to help in assuring the administrative system is adequate and responsive and that services are appropriate and consistent with City funded services in this contract.
11. Public Education. The Humane Society will foster sound, humane practices by owners in support of the purposes of this contract through good public relations techniques consistent with the provisions of this contract.
12. Annual Recommendations. The Humane Society will provide the City with recommendations for needed changes in City Animal Control Policy, including fees, licenses, and regulator ordinances.
13. Assignments. The Humane Society shall not assign, transfer or sublet any of its obligations or any monies due to or provided for under this Agreement without first obtaining written consent of the City.
14. Contract Amendment. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
15. Severability. Should any term, provision, or paragraph of the contract be held in a court of law to be invalid, it is recognized by the parties herein that said terms, provisions or paragraph so held invalid may be stricken and the remainder continues in effect.
16. Default. If City is compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action or proceeding by reason of any default of Humane Society here under, the sum or sums so paid by City with all interest, costs and damages shall be deemed to be additional sums hereunder and shall be due from Humane Society to City on the first day of the month following the incurring of such respective

expenses. This provision shall be deemed to be a separate contract between the City and the Humane Society and shall survive any default, termination, or forfeiture of this contract.

- 17. Representatives of the Humane Society and the City. The Chief Executive Officer and Chief Financial Officer of the Humane Society are the representatives of the Humane Society for all provisions related to this contract. All contracts related to the provision of this contract shall be made through or coordinated with the Chief Executive Officer or Chief Financial Officer. The Mayor shall designate the City’s staff representative for administering the provisions of this Agreement. Other authorized individuals may represent the City upon submittal of written designation by the Mayor to the Humane Society.

DATED this ____ day of September, 2016

APPROVED:

CITY OF KUNA
ADA COUNTY, IDAHO

IDAHO HUMANE SOCIETY, INC.
ADA COUNTY, IDAHO

JOE L. STEAR
MAYOR

JEFF ROSENTHAL, DVM
CHIEF EXECUTIVE OFFICER

ATTEST:

CITY CLERK/TREASURER

(seal)

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this ____ day of September, 2016, before the undersigned notary public in and for the said state, personally appeared, Joe Stear, Mayor, City of Kuna, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he or she executed the same.

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

Notary Public for Idaho
Residing at:_____
My Commission Expires:_____

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this ____ day of September, 2016, before the undersigned notary public in and for the said state, personally appeared, Jeff Rosenthal, Chief Executive Officer of the Idaho Humane Society, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he or she executed the same.

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

Notary Public for Idaho
Residing at:_____
My Commission Expires:_____

(Space above reserved for recording)

ORDINANCE NO. 2016-30

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PARCEL R8048220042, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

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

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 20th day of September, 2016.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
KUNA COUNSELING CENTER - R8048220042

Being a portion of Lot 5, Block 1, of South Linder Estates Subdivision, as filed in Book 30 of Plats at Page 1832, records of Ada County, Idaho, located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 5; Thence along the West boundary line of said Lot 5, North $00^{\circ}08'30''$ East, 152.67 feet to the REAL POINT OF BEGINNING;

Thence continuing along the said West boundary line North $00^{\circ}08'30''$ East, 191.91 feet to the NW corner of said Lot 5;

Thence along the North boundary line of said Lot 5 South $88^{\circ}45'54''$ East, 120.10 feet to the NE corner of said Lot 5;

Thence along the northeasterly boundary line of said Lot 5 South $41^{\circ}20'06''$ East, 123.09 feet;

Thence leaving said northeasterly boundary line South $48^{\circ}21'35''$ West, 118.66 feet;

Thence South $00^{\circ}00'00''$ East, 20.50 feet;

Thence North $88^{\circ}45'54''$ West, 113.19 feet to the REAL POINT OF BEGINNING. Containing 29,616 square feet, more or less.

