CITY OF KUNA
P. O. BOX 13
KUNA, ID 83634

Telephone (208) 922-5546 Fax (208) 922-5989
www.cityofkuna.com

April 16, 2013

7:00 P.M. REGULAR CITY COUNCIL MEETING

KUNA CITY COUNCIL CHAMBER
763 W. AVALON ST.
KUNA, IDAHO

CITY OFFICIALS

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

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546 to make inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF KUNA
REGULAR COUNCIL MEETING
AGENDA
TUESDAY, APRIL 16, 2013
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR COUNCIL MEETING

Call to Order and Roll Call

Invocation: Marcus Omdahl, New Beginnings Christian Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda:

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Old Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Minutes of April 2, 2013

B. Accounts Payable Dated April 16, 2013 in the Amount of $273,884.00

C. Alcohol Licenses:

1. Renewal of Walgreens #13614, 869 East Avalon Street, Off Premise Beer and Off Premise Wine

2. Renewal of Conpaz Inc. DBA El Gallo Giro Mexican Restaurant, 482 West Main Street, Liquor-by-the-Drink and On Premise Beer

3. Renewal of 4ES Bar, 379 West Main Street, Liquor-by-the-Drink and On Premise Beer

4. Renewal of The Arlene, 459 West Main Street, Liquor-by-the-Drink and On Premise Beer

5. New License for Jon’s Longhorn LLC DBA Longhorn Lounge, 458 West Main Street, Liquor-by-the-Drink and On Premise Beer

D. Resolutions:

1. Approve Resolution No. R09-2013 Authorizing Change in Sewer Demand for Uptown Car Wash

2. Approve Resolution No. R10-2013 Accepting Pressure Irrigation Easement from Nick Hansen

3. Approve Resolution No. R11-2013 Awarding Bid for Street Crossing Portion of the Butler Pressure Irrigation Project

4. Approve Resolution No. R12-2013 Authorizing the Mayor to Execute the Real Estate Lease Agreement with Big D Ranch Inc. for Lease of City of Kuna Property Located at 3 North 1 West Section 35 in the Southeast ¼ of the Southeast ¼ - Approximately 64.4 Acres

5. Approve Resolution No. R13-2013 Authorizing the Mayor to Execute the Real Estate Lease Agreement with Big D Ranch Inc. for Lease of City of Kuna Property Located at 6950 N. Ten Mile Road – Approximately 3.8 Acres

6. Approve Resolution No. R14-2013 Authorizing the Mayor to Execute the Real Estate Lease Agreement with Provost Farms LLC for Lease of City of Kuna Property Located at the NE Corner of Ten Mile and Lake Hazel Roads – Approximately 42.738 Acres

E. Findings of Facts and Conclusions of Law: None

2. Citizen's Reports or Requests:

A. Proclamation – April 2013 as Grange Month – Mayor Nelson

B. Eagle Scout Project – Daniel Durrant

3. Old Business:

4. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.) None

5. New Business:

A. Ada County Assessment Briefing – Robert McQuade, Ada County Assessor

6. Ordinances: None

7. Mayor/Council Discussion Items:

8. Announcements:

9. Executive Session:

A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(f) for the Purpose of Discussing Potential Litigation – Irrigation

10. Adjournment:

CITY OF KUNA
REGULAR COUNCIL MEETING
MINUTES
TUESDAY, APRIL 2, 2013

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

7:00 P.M. REGULAR COUNCIL MEETING

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

CITY STAFF PRESENT: Richard Roats, City Attorney
John Marsh, City Treasurer
Wendy Howell, P & Z Director
Bobby Withrow, Park Superintendent
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 7:00 p.m. Roll call reflected Council President Richard Cardoza and Council Members Buban-Vonder Haar, Hoiland and Stear present at the meeting.

Invocation: Scott Piper, First Baptist Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda: *(Timestamp 00:01:41)*

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Old Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Minutes of March 18, 2013 Special Meeting
2. Minutes of March 19, 2013 Board of Correction
3. Minutes of March 19, 2013

B. Accounts Payable Dated April 2, 2013 in the Amount of $137,436.96.

C. Alcohol Licenses:

1. Renewal of Fiesta Guadalajara, 780 E. Avalon Street, Liquor-by-the-Drink and On Premise Beer

2. Renewal of PSL Inc. DBA Cowgirls, 353 Avenue E, Liquor-by-the-Drink, On Premise Beer

3. Renewal of S & D Kuna, Inc. DBA Idaho Pizza Company, 331 Avenue E, On Premise Beer and Wine

4. Renewal of PacWest Bars, LLC DBA Red Eye Saloon, 414 Main St, Liquor-by-the-Drink, On Premise Beer

5. Renewal of Kuna Super C Store, 331 Avenue D, Off Premise Beer and Wine
6. Renewal of Big Smoke LLC #34, 1031 E Kuna Rd Suite 150, Off Premise Beer and Wine

D. Resolutions: None

E. Findings of Facts and Conclusions of Law: None

A correction to the Board of Correction minutes for March 19, 2013 was noted.

Council Member Stear moved to approve the Consent Agenda with the correction to the minutes. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0

2. Citizen's Reports or Requests:

A. J & M Sanitation Kuna Clean Up – Chad Gordon *(Timestamp 00:02:40)*

Chad Gordon, J&M Sanitation, reported they will hold the annual Kuna Clean Up on Saturday, May 11, 2013. Curbside pickup along with a drop site at the parking lot behind the Kuna City Park on 2nd Street will be set up to take items. Various groups will be donating their time to help with the project, all were invited to participate.

Cleanup of an area located at the end of East Stagecoach Way was discussed. Mr. Gordon encouraged the Council to report other sites to them that need cleaning up.

The Mayor and Council expressed appreciation to the Gordon's for their many years of service to the community.

3. Old Business:

A. None

4. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.) None

5. New Business:

A. Discussion – City of Kuna Employee Cell Phone Policy – Richard Roats *(Timestamp 00:07:09)*

Attorney Roats presented the proposed Cell Phone Policy at the request of John Marsh who has been administering the cell phones to City employees. Many City employees have received a cell phone and are interested in upgrading to a smart phone. The proposed policy provides guidelines to employees along with reimbursement and responsibilities of the employees.

Council Member Stear moved to adopt the City of Kuna Employee Cell Phone Policy. Seconded by Council Member Hoiland.
Voting Aye: Council Members Cardoza, Hoiland and Stear
Voting No: Council Member Buban-Vonder Haar
Motion carried 3-1

B. Beautification of the Southwest Gateway – Wendy Howell *(Timestamp 00:33:21)*

Wendy Howell, P&Z Director, presented a PowerPoint showing enhancements to the southwest gateway to create a warm welcome into Kuna's downtown corridor and explained other possibilities for improvements to the downtown area. The intent is to try to complete improvements by partnering with Ada County Highway District (ACHD), in-kind funds, grants and City funds with the goal of completing it by Kuna Days 2014.

The Mayor explained improvements will also be made to the greenbelt and the businesses along the greenbelt are enthusiastic about helping with it.

C. FYE 2014 Budget Workshop Calendar – John Marsh *(Timestamp 00:47:00)*

John Marsh presented the budget calendar for review and the proposed public hearing date for the Fiscal Year Ending (FYE) 2014 as Tuesday, September 3, 2013.

Council Member Buban-Vonder Haar moved to adopt the FYE 2014 Budget Workshop Calendar specifying September 3, 2013 as the public hearing. Seconded by Council Member Stear, all voting aye.
Motion carried 4-0

D. Resolution No. R08-2013, Authorizing the City Treasurer to create a Fiduciary Fund to house a Private-Purpose Trust – John Marsh *(Timestamp 00:51:14)*

John Marsh made a correction explaining it is a Fiduciary Fund but instead of it being a Private-Purpose Trust as indicated on the agenda, it is actually an Agency Fund. This will allow the City Treasurer to create an Agency Fund to separate the cash that belongs to somebody else other than the City of which we are still in possession of.

Council Member Buban-Vonder Haar moved to approve Resolution No. R08-2013 authorizing the City Treasurer to create an Agency Fund. Seconded by Council Member Stear, all voting aye.
Motion carried 4-0

6. Ordinances: None

7. Mayor/Council Discussion Items: *(Timestamp 00:53:26)*

Pressurized Irrigation (PI)

Mayor Nelson reported there have been a number of people calling about their irrigation fee due to not being able to receive the services. Recommendation was made to contract out the crossing of Boise Avenue and possibly School Street and the City staff will perform the rest of the work to install the PI line. Gordon Law would like to move forward in obtaining three bids on the project to bring for review of the Council at the next meeting.

Discussion followed regarding the projected number of homes that might sign up for the PI services and the years it will take to pay it back to the City. A meeting with the citizens will be held to see how many are interested.

LID
Per a request at the previous meeting, Attorney Roats passed out a copy of the LID settlement for the Council to review.

8. Announcements:

9. Executive Session: *(Timestamp 00:59:05)*

A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(f) for the Purpose of Discussing Potential Litigation – Sewer Connection Credits and Idaho Code 67-2345(c) for the Purpose of Discussing Potential Property Acquisition

Council Member Buban-Vonder Haar moved to adjourn to Executive Session Pursuant to Idaho Code 67-2345(f) for the Purpose of Discussing Potential Litigation – Sewer Connection Credits and Idaho Code 67-2345(c) for the Purpose of Discussing Potential Property Acquisition. Seconded by Council Member Stear with the following roll call vote:
Voting Yes: Council Members Cardoza, Hoiland, Buban-Vonder Haar and Stear
Voting No: None
Absent: None

Time: 8:00 p.m.
Motion carried 4-0

Council Member Stear moved to adjourn from Executive Session and reconvene the Regular City Council Meeting. Seconded by Council Member Buban-Vonder Haar, all voting aye.
Motion carried 4-0

10. Adjournment:

Council Member Stear moved to adjourn the meeting at 8:55 p.m.

____
W. Greg Nelson, Mayor

ATTEST:

____
Brenda S. Bingham, City Clerk

Minutes prepared by Brenda Bingham
Date Approved: CCM 4/16/13

An audio recording of this meeting is available at City Hall upon request or it can be accessed at the City of Kuna website www.cityofkuna.com.

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC. - BOI												
1463	A COMPANY, INC. - BOI	B-186273		PORT-O-POTTY RENTAL, MARCH '13 - FARM	03/31/2013	67.50	.00	21-6090 FARM EXPENDITURES	0	3/13		
Total A COMPANY, INC. - BOI:						67.50	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	03/13		ACHD IMPACT FEE TRANSFER, MAR '13	04/04/2013	14,840.00	.00	01-2510 ACHD IMPACT FEE TRANSFER	0	3/13		
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	04/13		ACHD IMPACT FEE TRANSFER, APR '13	04/04/2013	2,968.00	.00	01-2510 ACHD IMPACT FEE TRANSFER	0	4/13		
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						17,808.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	04/13		FEES FOR APRIL 2013	04/05/2013	3,722.16	.00	01-6203 PROSECUTORIAL SERVICES	0	4/13		
Total ADA COUNTY PROSECUTING ATTORNE:						3,722.16	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	4657		FEES FOR APRIL 2013	04/01/2013	118,442.46	.00	01-6000 LAW ENFORCEMENT SERVICES	0	4/13		
Total ADA COUNTY SHERIFF'S OFFICE:						118,442.46	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	29057		BACTERIA TEST, MARCH '13 - WATER	03/31/2013	1,982.70	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		

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
1	ANALYTICAL LABORATORIES	29058		BACTERIA TEST, MARCH '13 - SEWER	03/31/2013	3,682.80	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
	Total ANALYTICAL LABORATORIES:					5,665.50	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126197887	315	REPLACEMENT BATTERY FOR TRK #8, PARKS, MARCH '13 - B. BACHMAN	03/06/2013	87.95	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/13		
1606	AUTOZONE, INC.	4126204725	451	8AMU1R DURALAST GOLD BATTERY FOR J.D. MOWER, MARCH '13 - B. BACHMAN	03/16/2013	94.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
1606	AUTOZONE, INC.	4126204725	451	8AMU1R DURALAST GOLD BATTERY CORE CHARGE, J.D. MOWER, MARCH '13 - B. BACHMAN	03/16/2013	-5.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
1606	AUTOZONE, INC.	4126211022	389	OIL FILTER, MOTOR OIL, VEH #71, ADMIN, MARCH '13 - B. BACHMAN	03/25/2013	31.26	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/13		
1606	AUTOZONE, INC.	4126212409	410	VEH #70, 2 EA WINDSHIELD WIPERS, BLDG. INSP., MARCH '13 - B. BACHMAN	03/27/2013	21.98	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	3/13		
	Total AUTOZONE, INC.:					231.14	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	R36372	400	STRAPS TO HOLD PIPE @FIELD #1, P.I. LINE EXTENSION, LAGOON FARM, MARCH '13 - R. DAVIS	03/26/2013	76.00	.00	21-6090 FARM EXPENDITURES	0	3/13		
246	BOISE RIGGING SUPPLY	R36600	480	2 EA 8', 2 EA 10' NYLON STRAPS TO LOAD PALLETS OF SODIUM HYPOCHLORITE ONTO BACK OF SERVICE TRUCK, SEWER, APRIL '13 - R. DAVIS	04/02/2013	85.20	.00	21-6175 SMALL TOOLS	0	4/13		

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 BOISE RIGGING SUPPLY:					161.20	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4141458	405	2 CS TOILET PAPER, 1 CS ROLL TOWELS, 1 CS HAND SOAP, FUEL, MARCH '13 - SR CTR (K. RICE)	03/29/2013	221.45	.00	01-6025 JANITORIAL	1001	3/13		
1240	BRADY INDUSTRIES OF IDAHO LLC	4141458	405	1 CS ROLL TOWELS, 1 CS HAND SOAP, FUEL, MARCH '13 - N. WWTP (K. RICE)	03/29/2013	114.65	.00	21-6025 JANITORIAL	0	3/13		
1240	BRADY INDUSTRIES OF IDAHO LLC	4141458	405	1 CS HAND SOAP, FUEL, MARCH '13 - CITY HALL (K. RICE)	03/29/2013	59.90	.00	01-6025 JANITORIAL	0	3/13		
1240	BRADY INDUSTRIES OF IDAHO LLC	4141458	405	2 CS TOILET PAPER FOR PARKS BATHROOMS, MARCH '13 - B. WITHROW	03/29/2013	109.80	.00	01-6025 JANITORIAL	1004	3/13		
	Total BRADY INDUSTRIES OF IDAHO LLC:					505.80	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	04/13		RENEW WWC1-13868, SEWER, APRIL '13 - C. KNIGHT	04/11/2013	35.00	.00	21-6075 DUES & MEMBERSHIPS	0	4/13		
	Total BUREAU OF OCCUPATIONAL LICENSE:					35.00	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	0030044	398	25.61 YDS REJECT SAND & DELIVERY FOR FIELD #1, TO EXTEND P.I. LINE @ LAGOON FARM, MARCH '13 - R. DAVIS	03/26/2013	183.48	.00	21-6090 FARM EXPENDITURES	0	4/13		
	Total BUSY BEE SAND & GRAVEL:					183.48	.00					
C. H. SPENCER & COMPANY												
1607	C. H. SPENCER & COMPANY	400957823	206	EXCHANGE GOLD'S PUMP FOR BARE PUMP 6.75 IN DIAMETER IMPELLER FOR RE-USE SYSTEM/PROCESS BLDG., FREIGHT, MAR '13 - M. NADEAU	03/13/2013	1,862.04	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		

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 C. H. SPENCER & COMPANY:					1,862.04	.00					
CANYON HONDA												
844	CANYON HONDA	1317319	382	REAR END REBUILT PARTS & OIL CHANGE PARTS FOR ATV 4 -WHEELERS, SEWER, MARCH '13 - B. BACHMAN	03/22/2013	271.51	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
844	CANYON HONDA	1317824	415	4 TIRES FOR 2005 FOUR WHEELER, SEWER, MARCH '13 - B. BACHMAN	03/28/2013	268.82	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
844	CANYON HONDA	1317917	471	4 EA TIRES FOR 4-WHEELER, SEWER, MARCH '13 - B. BACHMAN	03/29/2013	279.78	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
	Total CANYON HONDA:					820.11	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	1649	453	ASPHALT PATCH 2X16, DUE TO WATER BREAK AT 463 W. 4TH ST., MARCH '13 - J. YERTON	03/26/2013	350.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
	Total CAPITAL PAVING CO:					350.00	.00					
CASELLE INC												
1239	CASELLE INC	48734		MONTHLY SOFTWARE SUPPORT, MAY '13 - ADMIN	04/01/2013	253.92	.00	01-6052 CONTRACT SERVICES	0	5/13		
1239	CASELLE INC	48734		MONTHLY SOFTWARE SUPPORT, MAY '13 - P & Z	04/01/2013	126.96	.00	01-6052 CONTRACT SERVICES	1003	5/13		
1239	CASELLE INC	48734		MONTHLY SOFTWARE SUPPORT, MAY '13 - WATER	04/01/2013	295.09	.00	20-6052 CONTRACT SERVICES	0	5/13		
1239	CASELLE INC	48734		MONTHLY SOFTWARE SUPPORT, MAY '13 - SEWER	04/01/2013	351.21	.00	21-6052 C0NTRACT SERVICES	0	5/13		

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
1239	CASELLE INC	48734		MONTHLY SOFTWARE SUPPORT, MAY '13 - P.I.	04/01/2013	122.82	.00	25-6052 C0NTRACT SERVICES	0	5/13		
	Total CASELLE INC:					1,150.00	.00					
CASH												
1423	CASH	40513		REPLENISH PETTY CASH - G. LAW AIC PARKING	04/05/2013	5.00	.00	21-6270 TRAVEL EXPENSES	0	4/13		
	Total CASH:					5.00	.00					
CENTURYLINK												
62	CENTURYLINK	03/13		MARCH 2013 - SR CTR	03/25/2013	48.69	.00	01-6255 TELEPH0NE	1001	3/13		
62	CENTURYLINK	03/13		MARCH 2013 - WATER	03/25/2013	51.68	.00	20-6255 TELEPH0NE EXPENSE	0	3/13		
62	CENTURYLINK	03/13		MARCH 2013 - SEWER	03/25/2013	61.49	.00	21-6255 TELEPH0NE EXPENSE	0	3/13		
62	CENTURYLINK	03/13		MARCH 2013 - P.I.	03/25/2013	21.51	.00	25-6255 TELEPH0NE EXPENSE	0	3/13		
	Total CENTURYLINK:					183.37	.00					
COMPASS												
4	COMPASS	213085		Q3 FYE 2013 DUES	04/01/2013	1,817.75	.00	01-6075 DUES & MEMBERSHIPS	0	4/13		
	Total COMPASS:					1,817.75	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	6637	381	REPLACE "BAD" TRANSDUCER INSTALLED IN RE-USE TANK, N.WWTP, MARCH '13 - R. DAVIS	03/25/2013	1,178.09	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		

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
147	CUSTOM ELECTRIC, INC.	6646	437	TROUBLESHOOT TRANSDUCER AND HIGH LEVEL FLOAT @CRIMSON PT L/S, APRIL '13 - R. DAVIS	04/03/2013	170.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/13		
	Total CUSTOM ELECTRIC, INC.:					1,348.09	.00					
DIGLINE												
25	DIGLINE	0045988-IN		MONTHLY DIG FEES, MARCH '13 - WATER	03/31/2013	58.29	.00	20-6065 DIG LINE EXPENSE	0	3/13		
25	DIGLINE	0045988-IN		MONTHLY DIG FEES, MARCH '13 - SEWER	03/31/2013	58.29	.00	21-6065 DIG LINE EXPENSE	0	3/13		
25	DIGLINE	0045988-IN		MONTHLY DIG FEES, MARCH '13 - P.I.	03/31/2013	22.21	.00	25-6065 DIG LINE EXPENSE	0	3/13		
	Total DIGLINE:					138.79	.00					
DISASTER KLEENUP												
1093	DISASTER KLEENUP	I-01350		HISTORY CENTER FLOOD REPAIR, INSURANCE DEDUCTIBLE, APRIL '13 - ADMIN	03/12/2013	500.00	.00	01-6140 MAINT. & REPAIR BUILDING	0	4/13		
	Total DISASTER KLEENUP:					500.00	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0574357	393	MJ CAP W/RESTRAINTS 8", MJ TRANS GASKET KIT W/8" LONG COUPLER TO REPAIR WHEEL LINES @FARM, MARCH '13 - C. KNIGHT	03/26/2013	332.75	.00	21-6090 FARM EXPENDITURES	0	3/13		
	Total FERGUSON WATERWORKS #1701:					332.75	.00					
FLEET SERVICES												
1234	FLEET SERVICES	32502488		VEHICLE FUEL, MARCH '13 - PARKS	03/31/2013	726.07	.00	01-6300 FUEL	1004	3/13		

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
1234	FLEET SERVICES	32502488		VEHICLE FUEL, MARCH '13 - BLDG INSP	03/31/2013	218.19	.00	01-6300 FUEL	1005	3/13		
1234	FLEET SERVICES	32502488		VEHICLE FUEL, MARCH '13 - STAFF CAR	03/31/2013	46.50	.00	01-6300 FUEL	0	3/13		
1234	FLEET SERVICES	32502488		VEHICLE FUEL, MARCH '13 - WATER	03/31/2013	1,065.76	.00	20-6300 FUEL	0	3/13		
1234	FLEET SERVICES	32502488		LESS EXCISE TAX, MARCH '13 - PARKS	03/31/2013	-38.75	.00	01-6300 FUEL	1004	3/13		
1234	FLEET SERVICES	32502488		LESS EXCISE TAX, MARCH '13 - BLDG INSP	03/31/2013	-12.18	.00	01-6300 FUEL	1005	3/13		
1234	FLEET SERVICES	32502488		LESS EXCISE TAX, MARCH '13 - STAFF CAR	03/31/2013	-2.22	.00	01-6300 FUEL	0	3/13		
1234	FLEET SERVICES	32502488		LESS EXCISE TAX, MARCH '13 - WATER	03/31/2013	-57.58	.00	20-6300 FUEL	0	3/13		
Total FLEET SERVICES:						1,945.79	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	6169840	195	ANNUAL MAINTENANCE AGREEMT FOR METER READING EQUIPMENT: ADAPTER, ETHERNET CRADLE & POWER ADAPTOR, COMPLETE ASSEMBLY W/MOBILE SVCS, WATER, FEB '13 - J. YERTON	03/21/2013	3,213.85	.00	20-6175 SMALL TOOLS	0	2/13		
63	HD SUPPLY WATERWORKS LTD	6266037		2 - 4" GATE VALVES FOR P.I. BACKFLOW, MARCH '13 - P.I.	03/27/2013	1,589.02	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		
63	HD SUPPLY WATERWORKS LTD	6418989	391	EXTEND 8" PIPE FOR FIELD #1 TO EAST, FARM, MARCH '13 - C. KNIGHT	03/27/2013	787.20	.00	21-6090 FARM EXPENDITURES	0	3/13		
63	HD SUPPLY WATERWORKS LTD	6442758	413	4 EA RISERS, 4 TOPS, TO RAISE IRRIGATION VALVES, SADIE CK SUBDIVISION, MARCH '13 - C. ARMSTRONG	03/29/2013	242.72	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		

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
63	HD SUPPLY WATERWORKS LTD	6447802		CREDIT FOR 2 - 4" GATE VALVES FOR P.I. BACKFLOW, MARCH '13 - P.I.	03/29/2013	-1,589.02	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		
63	HD SUPPLY WATERWORKS LTD	6447807	418	2 EA 4" GATE VALVES FOR BACKFLOW (P.I.) AT BRECKENBERRY SUBDIVISION, MARCH '13 - J. YERTON	03/29/2013	1,589.02	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		
Total HD SUPPLY WATERWORKS LTD:						5,832.79	.00					
HOME DEPOT CREDIT SERVICES												
29	HOME DEPOT CREDIT SERVICES	7080368		ALUMINUM BLIND FOR CONCESSION STAND, MARCH '13 - B. WITHROW	03/28/2013	64.94	.00	01-6140 MAINT. & REPAIR BUILDING	1004	3/13		
Total HOME DEPOT CREDIT SERVICES:						64.94	.00					
ICRMP												
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/13-09/13 - ADMIN	03/16/2013	6,654.33	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	0	4/13		
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/12-09/13 - P & Z	03/16/2013	1,771.92	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1003	4/13		
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/12-09/13 - PARKS	03/16/2013	2,359.35	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1004	4/13		
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/12-09/13 - SR CTR	03/16/2013	99.51	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1001	4/13		
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/12-09/13 - WATER	03/16/2013	6,586.92	.00	20-6130 LIABILITY & PR0PERTY INSURANCE	0	4/13		
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/12-09/13 - SEWER	03/16/2013	13,122.48	.00	21-6130 LIABILITY & PR0PERTY INSURANCE	0	4/13		
35	ICRMP	03/2013		RISK INSURANCE, 2ND PMT, 10/12-09/13 - P.I.	03/16/2013	1,505.49	.00	25-6130 LIABILITY & PR0PERTY INSURANCE	0	4/13		

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 ICRMP:					32,100.00	.00					
IDAHO DEPARTMENT OF LABOR												
179	IDAHO DEPARTMENT OF LABOR	04/2013		EMPLOYER UNEMPLOYMENT CHARGES, 1Q 2013 - WATER	04/05/2013	551.25	.00	20-2190 BENEFITS PAYABLE	0	4/13		
179	IDAHO DEPARTMENT OF LABOR	04/2013		EMPLOYER UNEMPLOYMENT CHARGES, 1Q 2013 - SEWER	04/05/2013	545.13	.00	21-2190 BENEFITS PAYABLE	0	4/13		
179	IDAHO DEPARTMENT OF LABOR	04/2013		EMPLOYER UNEMPLOYMENT CHARGES, 1Q 2013 - P.I.	04/05/2013	128.62	.00	25-2190 BENEFITS PAYABLE	0	4/13		
179	IDAHO DEPARTMENT OF LABOR	04/2013		EMPLOYER UNEMPLOYMENT CHARGES, 1Q 2013 - PARKS	04/05/2013	813.29	.00	01-2190 BENEFITS PAYABLE	1004	4/13		
	Total IDAHO DEPARTMENT OF LABOR:					2,038.29	.00					
IDAHO NURSERY & LANDSCAPE ASSOCIATION												
1261	IDAHO NURSERY & LANDSCAPE ASSOCIATION	033013		RENEW ANNUAL MEMBERSHIP DUES 2013-14, APRIL '13 - N. PURKEY	03/30/2013	50.00	.00	01-6075 DUES & MEMBERSHIPS	1004	3/13		
	Total IDAHO NURSERY & LANDSCAPE ASSOCIATION:					50.00	.00					
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI96987	416	HOSES FOR BACKHOE, SEWER, MARCH '13 - B. BACHMAN	03/28/2013	45.66	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
34	IDAHO TRACTOR INC	PI96987	416	HOSES FOR BACKHOE, PARKS, MARCH '13 - B. BACHMAN	03/28/2013	45.65	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
34	IDAHO TRACTOR INC	PI96987	416	HOSES FOR BACKHOE, WATER, MARCH '13 - B. BACHMAN	03/28/2013	45.65	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/13		
	Total IDAHO TRACTOR INC:					136.96	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
INTEGRA TELECOM												
1411	INTEGRA TELECOM	10758540		MONTHLY TELEPHONE, APRIL '13 - ADMIN	04/01/2013	285.87	.00	01-6255 TELEPH0NE	0	4/13		
1411	INTEGRA TELECOM	10758540		MONTHLY TELEPHONE, APRIL '13 - P & Z	04/01/2013	142.93	.00	01-6255 TELEPH0NE	1003	4/13		
1411	INTEGRA TELECOM	10758540		MONTHLY TELEPHONE, APRIL '13 - WATER	04/01/2013	332.22	.00	20-6255 TELEPH0NE EXPENSE	0	4/13		
1411	INTEGRA TELECOM	10758540		MONTHLY TELEPHONE, APRIL '13 - SEWER	04/01/2013	395.40	.00	21-6255 TELEPH0NE EXPENSE	0	4/13		
1411	INTEGRA TELECOM	10758540		MONTHLY TELEPHONE, APRIL '13 - P.I.	04/01/2013	138.27	.00	25-6255 TELEPH0NE EXPENSE	0	4/13		
	Total INTEGRA TELECOM:					1,294.69	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	04/2013		MARCH 2013 (FEB 27 - MAR 29) - N. WWTP	04/02/2013	964.52	.00	21-6290 UTILITIES EXPENSE	0	3/13		
	Total INTERMOUNTAIN GAS CO:					964.52	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	04/13-1ST		3/27/13-4/09/13, PD 4/17/13 - APRIL '13 - 1ST PAYMENT	04/10/2013	50,079.58	.00	26-7000 SOLID WASTE SERVICE FEES	0	4/13		
230	J & M SANITATION, INC.	04/13-1ST		3/27/13-4/09/13, PD 4/17/13 - APRIL '13 - LESS ADMIN FEE	04/10/2013	-4,947.86	.00	01-4170 FRANCHISE FEES	0	4/13		
	Total J & M SANITATION, INC.:					45,131.72	.00					
JLJ ENTERPRISES, INC.												
947	JLJ ENTERPRISES, INC.	040113		DANSKIN LIFT STN. REIMB.AGRMT, 1ST QTR, APRIL 2013	04/01/2013	3,048.00	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	4/13		

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 JLJ ENTERPRISES, INC.:					3,048.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A55467	289	OFFICE MODIFICATIONS FOR CLERK'S DEPT, FEB '13 - J. COULTER	04/02/2013	256.59	.00	01-6140 MAINT. & REPAIR BUILDING	0	4/13		
499	KUNA LUMBER	A55534	390	1 FT.SPRINKLER PIPE, 2 EA 3/8 COUPLERS, 2492 CERULEAN, P.I., MARCH '13 - M. DAVILA	03/25/2013	2.13	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		
499	KUNA LUMBER	A55541	397	FITTING TO FIX LOOSE LICENSE PLATE ON ADMIN-CROWN VIC, C. HALL, MARCH '13 - J. MARSH	03/25/2013	.25	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/13		
499	KUNA LUMBER	B40073	372	WOOD STAIN, BRUSHES, PICNIC BENCHES, PARKS, MARCH '13 - B. BACHMAN	03/18/2013	124.75	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/13		
499	KUNA LUMBER	B40700	461	10 BAGS 80# CONCRETE, 1 BAG CEMENT, 1 SHEET 1/2" PLYWOOD FOR ASH ST. P.I., APRIL '13 - R. FORD	04/08/2013	66.84	.00	25-6020 CAPITAL IMPR0VEMENTS	0	4/13		
499	KUNA LUMBER	E3347	414	4 EA GOPHER TRAPS FOR VARIOUS LOCATIONS, PARKS, MARCH '13 - N. PURKEY	03/28/2013	53.96	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/13		
	Total KUNA LUMBER:					504.52	.00					
KUNA MACHINE SHOP												
44	KUNA MACHINE SHOP	8548	324	6 METER WRENCHES TO TURN ON/OFF WATER METERS, WATER, MARCH '13 - D. CROSSLEY	03/12/2013	207.29	.00	20-6175 SMALL TOOLS	0	3/13		
	Total KUNA MACHINE SHOP:					207.29	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	032713	412	BAR CHAIN OIL, WEED EATER SPARK PLUGS	03/27/2013	51.91	.00	01-6142 MAINT. & REPAIR -				

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
								EQUIPMENT	1004	3/13		
43	KUNA TRUE VALUE HARDWARE	032713	412	POLY TIE, PVC 90, PUTTY KNIFE, LIQUID NAILS, PAINT BUCKET, ELECT.COVER, LIGHTER, MARCH '13 - PARKS	03/27/2013	18.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/13		
43	KUNA TRUE VALUE HARDWARE	032713	412	ACETYLENE TORCH, PARKS, MARCH '13 - B. WITHROW	03/27/2013	37.99	.00	01-6175 SMALL TOOLS	1004	3/13		
43	KUNA TRUE VALUE HARDWARE	32913	420	1" 90 degree elbow, teflon tape, 3 fuses, 3 male adapters - general repairs at sewer lagoons(T. Fleming)	03/29/2013	38.20	.00	21-6090 FARM EXPENDITURES	0	3/13		
43	KUNA TRUE VALUE HARDWARE	32913	420	3 PAINT TRAYS, PAINT STICKS, TRASH BAGS, 1 CAN SPRAY PAINT, 1 BOX RAGS, CARPET KNIGE, 1 CAN WD-40(GENERAL SHOP CLEAN UP SUPPLIES) (J.YERTON)	03/29/2013	94.23	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
43	KUNA TRUE VALUE HARDWARE	32913	420	4 COUPLERS 1" TO FIX DRAIN, 4 HOSE CLAMPS, 1' 1/2" POLY & 1' OF 3/4" POLY PIPE	03/29/2013	6.21	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		
43	KUNA TRUE VALUE HARDWARE	32913	420	1 BOX TRASH BAGS, 2 4" BOLTS, 2 DRILL BITS (GENERAL REPAIRS)(C. DEYOUNG)	03/29/2013	32.84	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/13		
Total KUNA TRUE VALUE HARDWARE:						280.30	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800054265	467	DISMOUNT/MOUNT ATV WHEELS, SEWER, MARCH '13 - B. BACHMAN	03/28/2013	15.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
221	LES SCHWAB TIRES	12800054384	466	4 EA B/W TIRES, STEMS, SPIN, BALANCE, 2007 FORD 150, N. WWTP TRUCK, MARCH '13 - ADMIN	03/29/2013	226.42	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/13		
221	LES SCHWAB TIRES	12800054384	466	4 EA B/W TIRES, STEMS, SPIN, BALANCE, 2007 FORD 150, N. WWTP TRUCK, MARCH '13 - WATER	03/29/2013	313.36	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/13		

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
221	LES SCHWAB TIRES	12800054384	466	4 EA B/W TIRES, STEMS, SPIN, BALANCE, 2007 FORD 150, N. WWTP TRUCK, MARCH '13 - SEWER	03/29/2013	313.37	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/13		
221	LES SCHWAB TIRES	12800054384	466	4 EA B/W TIRES, STEMS, SPIN, BALANCE, 2007 FORD 150, N. WWTP TRUCK, MARCH '13 - P.I.	03/29/2013	52.53	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	3/13		
221	LES SCHWAB TIRES	12800054422	465	DISMOUNT/MOUNT ATV WHEELS, SEWER, MARCH '13 - B. BACHMAN	03/29/2013	91.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
	Total LES SCHWAB TIRES:					1,012.68	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	19037	384	SEAL FOR VAC TRUCK BACK DOOR, 50' LOW PRESSURE HOSE FOR VAC TRUCK #2, LABOR TO INSTALL, SEWER, MARCH '13 - T. FLEMING	04/01/2013	723.30	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/13		
	Total METROQUIP, INC.:					723.30	.00					
MUNICIPAL CODE CORPORATION												
1488	MUNICIPAL CODE CORPORATION	00227649		20 COPIES OF SUPPLEMENT #40 FOR CODE OF ORDINANCES, SHIPPING, MARCH '13 - ADMIN	03/26/2013	801.54	.00	01-6202 PR0FESSI0NAL SERVICES	0	3/13		
1488	MUNICIPAL CODE CORPORATION	00227649		20 COPIES OF SUPPLEMENT #40 FOR CODE OF ORDINANCES SHIPPING, MARCH '13 - WATER	03/26/2013	400.77	.00	20-6202 PROFESSIONAL SERVICES	0	3/13		
1488	MUNICIPAL CODE CORPORATION	00227649		20 COPIES OF SUPPLEMENT #40 FOR CODE OF ORDINANCES SHIPPING, MARCH '13 - P.I.	03/26/2013	400.77	.00	25-6202 PROFESSIONAL SERVICES	0	3/13		
	Total MUNICIPAL CODE CORPORATION:					1,603.08	.00					
NORCO, 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
222	NORCO, INC.	11249476		GAS CYLINDERS TO WELD REPAIR IRRIGATION LINES/RISERS @FARM, MARCH '13 - FARM	03/31/2013	18.60	.00	21-6090 FARM EXPENDITURES	0	3/13		
	Total NORCO, INC.:					18.60	.00					
PARTS, INC.												
470	PARTS, INC.	021616	375	1 EA SPARK PLUG, WEED EATER, PARKS, MARCH '13 - B. BACHMAN	03/19/2013	2.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
470	PARTS, INC.	021668	376	1 EA MARINE RV BATTERY FOR ELECTRIC MOTOR TO CLEAN POND AND SPREAD CHEMICALS, SUTTER'S MILL, PARKS, MARCH '13 - B. WITHROW	03/20/2013	91.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
	Total PARTS, INC.:					94.48	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	096532065	392	4 EA 3" RISER CAPS; 4 EA 8" SADDLES; 4 EA 36" RISER PIPE SCREWS, FARM, MARCH '13 - C. KNIGHT	03/25/2013	370.80	.00	21-6090 FARM EXPENDITURES	0	3/13		
144	RAIN FOR RENT	096532231	432	SPRINKLERS, LEVELERS, 90'S, FOR FARM, APRIL '13 - T. FLEMING	04/02/2013	2,680.26	.00	21-6090 FARM EXPENDITURES	0	4/13		
	Total RAIN FOR RENT:					3,051.06	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	31439	370	RENTAL OF TRENCHER FOR BOBCAT SKIDSTEER FOR DITCH TRENCH OF COMMUNITY GARDEN WATERING SYSTEM	03/15/2013	75.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/13		
893	RENTAL CONNECTION	31496	394	RENT ROTO-TILLER/TRACTOR FOR COMM.GARDEN, PARKS, MARCH '13 - B. WITHROW	03/25/2013	115.00	.00	01-6212 RENT-EQUIPMENT	1004	3/13		

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 RENTAL CONNECTION:						190.00	.00					
REPUBLIC SERVICES #884												
1610	REPUBLIC SERVICES #884	000568296		SLUDGE REMOVAL, MARCH '13 - N. WWTP	03/31/2013	3,800.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
Total REPUBLIC SERVICES #884:						3,800.00	.00					
SAFELINK INTERNET SERVICES, LLC.												
879	SAFELINK INTERNET SERVICES, LLC.	20130401		DIAL UP EQUIP, MARCH '13 - P.I.	04/01/2013	15.96	.00	25-6052 C0NTRACT SERVICES	0	3/13		
879	SAFELINK INTERNET SERVICES, LLC.	20130401		DIAL UP EQUIP, MARCH '13 - WATER	04/01/2013	38.35	.00	20-6052 CONTRACT SERVICES	0	3/13		
879	SAFELINK INTERNET SERVICES, LLC.	20130401		DIAL UP EQUIP, MARCH '13 - SEWER	04/01/2013	45.64	.00	21-6052 C0NTRACT SERVICES	0	3/13		
Total SAFELINK INTERNET SERVICES, LLC.:						99.95	.00					
SOUTHWEST IDAHO OPERATORS SECTION												
1439	SOUTHWEST IDAHO OPERATORS SECTION	12	426	CONF.REGIST. TO 32ND WATER/WASTEWATER OPERATOR CONF: R. DAVIS; L. VEGA; C. MCDANIEL, APRIL '13 - R. DAVIS	04/01/2013	450.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	4/13		
1439	SOUTHWEST IDAHO OPERATORS SECTION	12	426	CONF.REGIST. TO 32ND WATER/WASTEWATER OPERATOR CONF: M. NADEAU, APRIL '13 - R. DAVIS	04/01/2013	67.50	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/13		
1439	SOUTHWEST IDAHO OPERATORS SECTION	12	426	CONF.REGIST. TO 32ND WATER/WASTEWATER OPERATOR CONF: M. NADEAU, APRIL '13 - R. DAVIS	04/01/2013	66.75	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	4/13		
1439	SOUTHWEST IDAHO OPERATORS SECTION	12	426	CONF.REGIST. TO 32ND WATER/WASTEWATER OPERATOR CONF: M. NADEAU,								

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
				APRIL '13 - R. DAVIS	04/01/2013	15.75	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/13		
	Total SOUTHWEST IDAHO OPERATORS SECTION:					600.00	.00					
STATE OF IDAHO / FEDERAL SURPL												
573	STATE OF IDAHO / FEDERAL SURPL	13030350	314	WALL MOUNT CREDENZAS FOR CLERK'S NEW OFFICE, MARCH '13 - B. BINGHAM	03/28/2013	25.00	.00	01-6175 SMALL TOOLS	0	4/13		
573	STATE OF IDAHO / FEDERAL SURPL	13030350	314	WALL MOUNT CREDENZAS FOR ATTY'S NEW OFFICE, MARCH '13 - B. BINGHAM	03/28/2013	8.28	.00	01-6175 SMALL TOOLS	0	4/13		
573	STATE OF IDAHO / FEDERAL SURPL	13030350	314	WALL MOUNT CREDENZAS FOR ATTY'S NEW OFFICE, MARCH '13 - B. BINGHAM	03/28/2013	6.41	.00	20-6175 SMALL TOOLS	0	4/13		
573	STATE OF IDAHO / FEDERAL SURPL	13030350	314	WALL MOUNT CREDENZAS FOR ATTY'S NEW OFFICE, MARCH '13 - B. BINGHAM	03/28/2013	7.64	.00	21-6175 SMALL TOOLS	0	4/13		
573	STATE OF IDAHO / FEDERAL SURPL	13030350	314	WALL MOUNT CREDENZAS FOR ATTY'S NEW OFFICE, MARCH '13 - B. BINGHAM	03/28/2013	2.67	.00	25-6175 SMALL TOOLS	0	4/13		
	Total STATE OF IDAHO / FEDERAL SURPL:					50.00	.00					
TATES RENTS												
59	TATES RENTS	545001	468	FUEL PUMP FOR WEED WHIP, PARKS, MARCH '13 - B. WITHROW	03/21/2013	27.10	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
59	TATES RENTS	547136	417	PRIMER BULBS, FUEL PUMP FOR WEED WHIPS, HOT SAWS, CHAIN SAWS, PARKS, MARCH '13 - B. WITHROW	03/28/2013	96.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
59	TATES RENTS	547144	417	FUEL CAP FOR WEED WHIP, PARKS, MARCH '13 - B. WITHROW	03/28/2013	12.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		
59	TATES RENTS	W8873	355	WEED EATER REPLACEMENT PARTS, PARKS, MARCH '13 - B. BACHMAN	03/15/2013	40.82	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/13		

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 TATES RENTS:					176.32	.00					
U. S. BANK (VISA)												
1444	U. S. BANK (VISA)	01302013	482	WALGREEN'S #13614, PICTURE FRAME FOR GOVERNOR VISIT W/MAYOR, 02/25/2013 STATEMENT	01/30/2013	2.99	.00	01-6155 MEETINGS/COMMITTEES	0	4/13		
1444	U. S. BANK (VISA)	274201	485	INT'L. CODE COUNCIL, RENEW CERTIFICATION, B. BACHMAN, 02/25/2013 STATEMENT	02/20/2013	70.00	.00	01-6075 DUES & MEMBERSHIPS	1004	4/13		
1444	U. S. BANK (VISA)	274201	485	INT'L. CODE COUNCIL, CREDIT FOR OVERCHARGE TO RENEW CERTIFICATION, B. BACHMAN, 02/25/2013 STATEMENT	02/20/2013	-10.00	.00	01-6075 DUES & MEMBERSHIPS	1004	4/13		
1444	U. S. BANK (VISA)	32922	483	DPPS CITY CENTER BOISE ID, PARKING TO ATTEND HORTICULTURE CONFERENCE, N. PURKEY, 02/25/2013 STATEMENT	01/25/2013	10.00	.00	01-6270 TRAVEL	1004	4/13		
1444	U. S. BANK (VISA)	685	484	USPS, CERTIFIED LETTER TO EMPLOYEE C. KELLER, 02/25/2013 STATEMENT	02/19/2013	7.77	.00	20-6190 P0STAGE & BILLING	0	4/13		
1444	U. S. BANK (VISA)	895	481	FAMILY DOLLAR #7198, COFFEE SUPPLIES FOR "A DAY AT THE CAPITOL" W/GOV.OTTER, 02/25/2013 STATEMENT	01/24/2013	15.90	.00	01-6155 MEETINGS/COMMITTEES	0	4/13		
	Total U. S. BANK (VISA):					96.66	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA545273	327	ALUM SULFATE, 45,080 LBS @$.12/LB, FREIGHT, SEWER, MARCH '13 - R. DAVIS	03/15/2013	5,409.60	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
	Total UNIVAR USA, INC.:					5,409.60	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
USA BLUE BOOK												
265	USA BLUE BOOK	912569	377	HACH HYDROGEN SULFIDE TEST KIT W/COLOR DISC/CHART TO MONITOR LEVELS IN THE INFLUENT, SEWER, MARCH '13 - R. DAVIS	03/20/2013	194.02	.00	21-6175 SMALL TOOLS	0	3/13		
265	USA BLUE BOOK	918361	399	5 GAL PAIL DESULFINATOR, N. WWTP, MARCH '13 - R. DAVIS	03/27/2013	146.95	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
265	USA BLUE BOOK	918606	346	BLUE WHITE FLOW METER, TO MEASURE WATER FLOW @FARM, CHARGED TO SEWER/SMALL TOOLS, MARCH '13 - R. DAVIS	03/27/2013	521.85	.00	21-6175 SMALL TOOLS	0	3/13		
	Total USA BLUE BOOK:					862.82	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	19388		STATEMENT, POSTAGE, MARCH '13 - ADMIN	03/29/2013	808.02	.00	01-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19388		STATEMENT, POSTAGE, MARCH '13 - WATER	03/29/2013	1,333.70	.00	20-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19388		STATEMENT, POSTAGE, MARCH '13 - SEWER	03/29/2013	1,587.33	.00	21-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19388		STATEMENT, POSTAGE, MARCH '13 - P.I.	03/29/2013	555.23	.00	25-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19389		LOCKBOX, MARCH '13 - ADMIN	03/29/2013	97.34	.00	01-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19389		LOCKBOX, MARCH '13 - WATER	03/29/2013	160.68	.00	20-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19389		LOCKBOX, MARCH '13 - SEWER	03/29/2013	191.23	.00	21-6190 P0STAGE & BILLING	0	3/13		
857	VALLI INFORMATION SYSTEMS, INC	19389		LOCKBOX, MARCH '13 - P.I.	03/29/2013	66.89	.00	25-6190 P0STAGE & BILLING	0	3/13		

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 VALLI INFORMATION SYSTEMS, INC:						4,800.42	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9702408570		MARCH 2013 - PARKS	03/28/2013	123.61	.00	01-6255 TELEPH0NE	1004	3/13		
1575	VERIZON WIRELESS	9702408570		MARCH 2013 - BLDG INSP	03/28/2013	41.56	.00	01-6255 TELEPH0NE	1005	3/13		
1575	VERIZON WIRELESS	9702408570		MARCH 2013 - WATER	03/28/2013	514.23	.00	20-6255 TELEPH0NE EXPENSE	0	3/13		
1575	VERIZON WIRELESS	9702408570		MARCH 2013 - SEWER	03/28/2013	550.17	.00	21-6255 TELEPH0NE EXPENSE	0	3/13		
1575	VERIZON WIRELESS	9702408570		MARCH 2013 - P.I.	03/28/2013	128.10	.00	25-6255 TELEPH0NE EXPENSE	0	3/13		
Total VERIZON WIRELESS:						1,357.67	.00					
WASHINGTON LEGAL JOURNAL DBA												
1602	WASHINGTON LEGAL JOURNAL DBA	52253		LEGAL NOTICES, APRIL '13 - ADMIN	04/01/2013	126.72	.00	25-6125 LEGAL PUBLICATI0NS	0	4/13		
1602	WASHINGTON LEGAL JOURNAL DBA	52253		LEGAL NOTICES, APRIL '13 - P & Z	04/01/2013	127.68	.00	01-6125 LEGAL PUBLICATI0NS	1003	4/13		
1602	WASHINGTON LEGAL JOURNAL DBA	52253		LEGAL NOTICES, APRIL '13 - PARKS	04/01/2013	18.50	.00	01-6125 LEGAL PUBLICATI0NS	1004	4/13		
1602	WASHINGTON LEGAL JOURNAL DBA	52253		LEGAL NOTICES, APRIL '13 - WATER	04/01/2013	5.00	.00	20-6125 LEGAL PUBLICATI0NS	0	4/13		
1602	WASHINGTON LEGAL JOURNAL DBA	52253		LEGAL NOTICES, APRIL '13 - P.I.	04/01/2013	75.60	.00	25-6125 LEGAL PUBLICATI0NS	0	4/13		
Total WASHINGTON LEGAL JOURNAL DBA:						353.50	.00					

WATER DEPOSIT REFUNDS #4

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
1627	WATER DEPOSIT REFUNDS #4	150310.01		W. PERRY, #150310.01 - ACCT OVERPMT	03/27/2013	74.20	.00	99-1075 Utility Cash Clearing	0	3/13		
1627	WATER DEPOSIT REFUNDS #4	170995.01		L. COOPER, #170995.01 - ACCT OVERPMT	04/02/2013	171.35	.00	99-1075 Utility Cash Clearing	0	4/13		
1627	WATER DEPOSIT REFUNDS #4	190050.01		C. STEWART, #190050.01 - ACCT OVERPMT	03/27/2013	60.18	.00	99-1075 Utility Cash Clearing	0	3/13		
1627	WATER DEPOSIT REFUNDS #4	20290.03		T. BUTLER, #20290.03 - WATER DEP REF	03/27/2013	70.41	.00	20-2200 WATER DEPOSITS HELD	0	3/13		
1627	WATER DEPOSIT REFUNDS #4	253055.01		SELECT DVLP/CONTRACTNG, #253055.01 - ACCT OVERPMT	03/27/2013	42.24	.00	99-1075 Utility Cash Clearing	0	4/13		
Total WATER DEPOSIT REFUNDS #4:						418.38	.00					
WESCHEM, INC												
464	WESCHEM, INC	2013-191		CREDIT FOR STENNER PUMP RETURNED AND FREIGHT, FEB '13 - WATER	02/25/2013	-551.97	.00	20-6175 SMALL TOOLS	0	2/13		
464	WESCHEM, INC	2013-249	388	55 GALLON OF POLYMER, WASTEWATER THICKENING AGENT, N. WWTP, MARCH '13 - R. DAVIS	03/13/2013	787.50	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/13		
Total WESCHEM, INC:						235.53	.00					
Grand Totals:						273,884.00	.00					

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

Dated: ______________________________

Mayor: ______________________________

City Council: ______________________________

____

____

____

____

____

City Treasurer: ______________________________

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only unpaid invoices included.

RECEIVED
APR 02 2013
KUNA 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 ***

CCM
Date 4.16.13 City License No. 111

New ___ Renewal X Modification ___ Transfer ___

LICENSE:

APPROVED ____ DENIED ____

____
MAYOR

ALL FEES ARE NON-REFUNDABLE

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

Date Fee Paid and Receipt No.: 4.2.13 10001907

TOTAL $ 250.00

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: WalGreens #13614 PHONE: 208-319-0205

BUSINESS LOCATION: 869 East Avalon St Kuna, ID 83634 (City, State, Zip Code)

BUSINESS MAILING ADDRESS: Renewals, 300 Wilmot Rd. MS#3353 Deerfield, IL 60015 (City, State, Zip Code)

APPLICANT NAME: WalGreen CO PHONE: 847-527-4402

~~RESIDENCE~~ ADDRESS 300 Wilmot Rd., MS#3353 Deerfield, IL 60015 (City, State, Zip Code)

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

NAME See Corporate rider ADDRESS ______

NAME ______ ADDRESS ______

NAME John Mann ADDRESS ______

MAR 26 2013

Applicant Signature John Mann, Assistant Secretary 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.*

State of Idaho
Idaho State Police

Cycle Tracking Number: 64541

Premise Number: 1A-11264

Retail Alcohol Beverage License

License Year: 2014
License Number: 11264

This is to certify, that Walgreen Co.

doing business as: Walgreens #13614

is licensed to sell alcoholic beverages as stated below at: 869 E. Avalon 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.

Liquor	No	
Beer	Yes	$50.00
On-premise consumption	No	
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Multipurpose arena	No	
TOTAL FEE:		$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

WALGREEN CO.
WALGREENS #13614
WALGREEN CO LIQUOR RENEWALS-
300 WILMOT ROAD, MS 3301
DEERFIELD, IL 60015
Mailing Address

License Valid: 05/01/2013 - 04/30/2014

***Expires:* 04/30/2014**

G Jerry Russell
Director of Idaho State Police

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

ABC FORM NO: ABC-33

1C1
Walgreens
Page 2 of 4

(This license must be conspicuously displayed)

ADA COUNTY LICENSE

STATE OF IDAHO

License Year: 2014 **License #: 201400302**

This is to certify that **WALGREEN CO**

doing business as: **WALGREENS # 13614**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 869 E AVALON ST in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2013 - April 30, 2014

BEER	
Retail	25.00
WINE	
Retail	100.00
TOTAL	125.00

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners this 19th day of March, 2013.

Christopher D. Rich, Clerk/Auditor/Recorder

Chairman

WALGREEN CO. (ILLINOIS)

TITLE	NAME	ADDRESS
Chairman	*A. G. McNally	901 Orchid Point Way, Orchid Island Vero Beach, FL 32963
President and Chief Executive Officer	*G. D. Wasson	1724 RFD Holly Court Long Grove, IL 60047
President, E-Commerce	S. Chawla	524 Hawthorn Lane Winnetka, IL 60093
President, Pharmacy, Health and Wellness Services and Solutions	K. R. Crawford	20742 W High Ridge Rd Kildeer, IL 60047
President, Daily Living Products and Solutions	J. C. Magnacca	11 E Walton St Unit 3601 Chicago, Il 60611
President, Community Management	M. A. Wagner	1127 S. Ridge Road Lake Forest, IL 60045
Executive Vice President and Chief Financial Officer	W. D. Miquelon	875 Gordon Terrace Winnetka, IL 60093
Executive Vice President, General Counsel and Corporate Secretary	T. J. Sabatino, Jr	640 N Mayflower Lake Forest, IL 60045
Senior Vice President and Chief Customer Experience Officer	G. W. Atkinson	1422 Forest Ave Evanston, IL 60201
Senior Vice President, Controller and Chief Accounting Officer	M. M. Scholz	307 Rose Terrace Lake Forest, IL 60045
Senior Vice President and Chief Information Officer	T. J. Theriault	3624 Salt Creek Circle Oak Brook, IL 60523
Senior Vice President and Chief Human Resource Officer	K. Wilson-Thompson	1907 N Burling Chicago, IL 60614
Senior Vice President and Chief Strategy Officer	R. G. Zimmerman	1540 Rutland Schaumburg, IL 60173
Vice President, Merchandising	W. B. Pugh	2720 Marl Oak Drive Highland Park, IL 60035
Senior Vice President	J. Berkowitz	5 Morningside Dr Livingston, NJ 07039
Senior Vice President	R. B. Bryant	5440 Belmont Ct Libertyville, IL 60048
Senior Vice President	D. C. Huonker, Jr.	14370 W Wycombe Ct Green Oaks, IL 60048
Senior Vice President	J. L. Kang	245 N Main St Wallingford, CT 06492
Senior Vice President	J. R. Lewis	20793 Meadow Lane Deer Park, IL 60010
Senior Vice President	K. R. Walgreen	120 S Sheridan Rd Lake Forest, IL 60045
Vice President	T. J. Connolly	617 Ashland Ave River Forest, IL 60305
Vice President	M. Ellis	1222 Wynkham Lane Southlake, TX 76092
Vice President	C. V. Greener	112 Oak Terrace Lake Bluff, IL 60044
Vice President	J. W. Spina	21191 Creekside Dr Kildeer, IL 60047
Vice President	D. K. Wong	5519 S. Elm St Hinsdale, IL 60521
Treasurer	J. M. Dubinsky	1156 Cherry St Deerfield, IL 60015
General Auditor	C. Domzalski	4028 N Kennicott Ave Arlington Heights, IL 60004
Assistant Secretary	D. L. Byrd	2255 Chestnut Ave Glenview, IL 60026
Assistant Secretary	M. D. Felish	219 9th Street Wilmette, IL 60091
Assistant Secretary	N. J. Godfrey	1318 N. Elliot Park Ridge, IL 60068
Assistant Secretary	J. A. Mann	1409 Royal Oak Lane Glenview, IL 60025
Assistant Secretary	R. M. Silverman	1421 Coral Parkway Northbrook, IL 60062
Assistant Treasurer	R. J. Hans	328 Woodland Road Lake Bluff, IL 60044
Assistant Treasurer	D. A. Morrell	778 Willow Court Bartlett, IL 60103
Director	A. G. McNally*	901 Orchid Point Way, Orchid Island Vero Beach, FL 32963
Director	S. A. Davis*	7153 Lambton Park Road New Albany, OH 43054
Director	W. C. Foote*	6310 N Lake Dr Whitefish Bay, WI 53217
Director	M. P. Frissora*	27 Old Wodds Road Saddle River, NJ 07458-3208
Director	G. L. Graham*	7321 Flagstaff Road Boulder, CO 80302
Director	N. M. Schlichting*	1710 Orchard Lane Bloomfield Hills, MI 48301
Director	D. Y. Schwartz*	1020 Chaucer Lane Highland Park, IL 60035
Director	A. Silva*	330 S Michigan Ave #1908 Chicago, IL 60604
Director	J. A. Skinner*	86 Breakenridge Farm Oak Brook, IL 60523
Director	D. J. Braller MD, PhD*	Four Presidio Terrace San Francisco, CA 94118

The purpose or purposes for which the corporation is organized are: To manufacture, compound, buy, sell, and generally deal in drugs, medicines, chemicals and druggists' sundries of all kinds at wholesale and retail together with all goods, wares and merchandise.

Revised 09/11/2012

RECEIVED

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 CCM 4.16.13 City License No. 114

New ___ Renewal X Modification ___ Transfer ___

LICENSE:

APPROVED _____ DENIED _____

MAYOR

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK (Includes On Premise Wine)	$ 562.50	562.50
OFF PREMISE BEER	$ 50.00	
OFF PREMISE WINE	$ 200.00	
ON PREMISE BEER	$ 200.00	200.–
ON PREMISE WINE	$ 200.00	
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		

1024950

Date Fee Paid and Receipt No.: 4.9.13

TOTAL $ 762.50

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: CONPAZ INC. DBA EL GALLO GIRO MEXICAN RESTAURANT PHONE: 922-5169

BUSINESS LOCATION: 482 W. MAIN ST, KUNA ID 83634
(City, State, Zip Code)

BUSINESS MAILING ADDRESS: PO BOX 444, KUNA ID 83634
(City, State, Zip Code)

APPLICANT NAME: ENRIQUE F. CONTRERAS PHONE: 922-5169

RESIDENCE ADDRESS 1922 W. ARDELL RD., KUNA ID 83634
(City, State, Zip Code)

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

NAME	ADDRESS
Enrique F. Contreras	1922 W. Ardell Rd, Kuna
Ana M. Paz	1922 W. Ardell Rd, Kuna

Enrique F Contreras
Applicant Signature

4/9/13
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.*

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

State of Idaho
Idaho State Police
Retail Alcohol Beverage License

Cycle Tracking Number: 65475
ISLD ID: 6757

Premise Number: 1A-7705
Incorporated City

License Year: 2014
License Number: 7705

This is to certify, that Conpaz Inc

doing business as: El Gallo Giro Mexican Restaurant

is licensed to sell alcoholic beverages as stated below at: 482 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.

Liquor	Yes	$750.00
Beer	Yes	$50.00
On-premise consumption	Yes	$0.00
Kegs to go	No	
Restaurant	Yes	$0.00
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Multipurpose arena	No	
	TOTAL FEE:	$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

CONPAZ INC
EL GALLO GIRO MEXICAN RESTAURANT
PO BOX 444

KUNA, ID 83634

Mailing Address

License Valid: 05/01/2013 -04/30/2014

***Expires:* 04/30/2014**

G Jerry Russell

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

ABC FORM NO: ABC 03

(This license must be conspicuously displayed)

ADA COUNTY LICENSE

STATE OF IDAHO

License Year: 2014

License #: 201400524

This is to certify that **CONPAZ INC**

doing business as: **EL GALLO GIRO MEXICAN RESTAURANT**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 482 W MAIN ST in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2013 - April 30, 2014

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	225.00

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners this 9th day of April, 2013.

Christopher D. Rich, Clerk/Auditor/Recorder

Chairman

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 CCM 4.16.13 City License No. 112

New ___ Renewal X Modification ___ Transfer ___

LICENSE:

APPROVED _____ DENIED _____

MAYOR

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)		

4.8.13

Date Fee Paid and Receipt No.: 1024937

TOTAL $ 762.50

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: 4ES Bar PHONE: 922-1853

BUSINESS LOCATION: 379 W. Main Kuna Id. 83634
(City, State, Zip Code)

BUSINESS MAILING ADDRESS: PO Box 831 Kuna Id. 83634
(City, State, Zip Code)

APPLICANT NAME: Jerry Forrey PHONE: 830-2741

RESIDENCE ADDRESS 528 Boise St. Kuna Id. 83634
(City, State, Zip Code)

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

NAME ______ ADDRESS ______

NAME ______ ADDRESS ______

NAME ______ ADDRESS ______

Applicant Signature Date 4-8-13

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.*

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

State of Idaho
Idaho State Police
Retail Alcohol Beverage License

Cycle Tracking Number: 65401
ISLD ID: 6394

Premise Number: 1A-229
Incorporated City

License Year: 2014
License Number: 2469

This is to certify, that 4ES Bar LLC

doing business as: 4es Bar

is licensed to sell alcoholic beverages as stated below at: 379 W Main Street, 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.

Liquor	Yes	$750.00
Beer	Yes	$50.00
On-premise consumption	Yes	$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Multipurpose arena	No	
	TOTAL FEE:	$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

4ES BAR LLC
4ES BAR
PO BOX 831

KUNA, ID 83634

Mailing Address

License Valid: 05/01/2013 - 04/30/2014

***Expires:* 04/30/2014**

G Jerry Russell
Director of Idaho State Police

ABC FORM NO: ABC 03

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License Year: 2014 **License #: 201400446**

This is to certify that **4ES BAR LLC**

doing business as: **4ES BAR**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 379 W MAIN ST in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2013 - April 30, 2014

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	225.00

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners this 2nd day of April, 2013.

David L. Case
Chairman

Christopher D. Rich
Christopher D. Rich, Clerk/Auditor/Recorder

RECEIVED
KUNA 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 CCM 4.16.13 City License No. 117

New ___ Renewal X Modification ___ Transfer ___

LICENSE:

APPROVED _____ DENIED _____

MAYOR

ALL FEES ARE NON-REFUNDABLE

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

Date Fee Paid and Receipt No.: 1025009 4.11.13

TOTAL $ 762.50

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: THE ARLENE PHONE: 922-2018

BUSINESS LOCATION: 459 W. MAIN ST. KUNA, IDAHO 83634
(City, State, Zip Code)

BUSINESS MAILING ADDRESS: P.O. BOX 905 KUNA, IDAHO 83634
(City, State, Zip Code)

APPLICANT NAME: LARRY O'LEARY PHONE: 870-5961

RESIDENCE ADDRESS 2610 W. IRENE ST. BOISE, IDAHO 83702
(City, State, Zip Code)

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

NAME ______________________ ADDRESS ______________________

NAME ______________________ ADDRESS ______________________

NAME ______________________ ADDRESS ______________________

Larry O'Leary 4/09/13
Applicant Signature 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.*

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

1C4
The Arlene
Page 2 of [illegible]

State of Idaho
Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 65433
ISLD ID: 5438

Premise Number: 1A-8411
Incorporated City

License Year: 2014
License Number: 8411

This is to certify, that Larry O'Leary

doing business as: The Arlene

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.

Liquor	Yes	$750.00
Beer	Yes	$50.00
On-premise consumption	Yes	$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Multipurpose arena	No	
	TOTAL FEE:	$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

LARRY O'LEARY
THE ARLENE
2610 IRENE ST

BOISE, ID 83702
Mailing Address

License Valid: 05/01/2013 - 04/30/2014

***Expires:* 04/30/2014**

G Jerry Russell
Director of Idaho State Police

ABC FORM NO: ABC 0[illegible]

(This license must be conspicuously displayed)

ADA COUNTY LICENSE

STATE OF IDAHO

License Year: 2014 **License #: 201400466**

This is to certify that **LARRY O'LEARY**

doing business as: **ARLENE**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 459 W MAIN ST in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2013 - April 30, 2014

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	225.00

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners this 9th day of April, 2013.

Christopher D. Rich, Clerk/Auditor/Recorder

David L. Case
Chairman

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 ***
CCM 4/16/13
Date 4/9/13 City License No. 113
New X Renewal ___ Modification ___ Transfer ___
LICENSE:
APPROVED ____ DENIED ____

MAYOR

ALL FEES ARE NON-REFUNDABLE

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

Date Fee Paid and Receipt No.: 4/9/13 1,024954

TOTAL $ 762.50

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: Longhorn PHONE: 922-4163
BUSINESS LOCATION: 458 W Main St Kuna Id 83634
(City, State, Zip Code)
BUSINESS MAILING ADDRESS: P.O. box 88 Kuna Id 83634
(City, State, Zip Code)
APPLICANT NAME: Jon Ferry, Jon's Longhorn LLC PHONE: 989-8400
RESIDENCE ADDRESS 1540 N Buckler Kuna Id 83634
(City, State, Zip Code)

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

NAME Jon Ferry ADDRESS 1540 N Buckler Wy Kuna
NAME ________ ADDRESS ________
NAME ________ ADDRESS ________

Applicant Signature ________ Date 4/4/13

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.*

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

State of Idaho
Idaho State Police

Cycle Tracking Number: 65486
ISLD ID: 6662

Retail Alcohol Beverage License

Premise Number: 1A-361
Incorporated City

License Year: 2014
License Number: 4163

This is to certify, that Jon's Longhorn LLC

doing business as: Longhorn Lounge

is licensed to sell alcoholic beverages as stated below at: 458 W 3rd Street, 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.

Liquor	Yes	$750.00
Beer	Yes	$50.00
On-premise consumption	Yes	$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Multipurpose arena	No	
	TOTAL FEE:	$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

JON'S LONGHORN LLC
LONGHORN LOUNGE
PO BOX 88

KUNA, ID 83634
Mailing Address

License Valid: 05/01/2013 - 04/30/2014

***Expires:* 04/30/2014**

G Jerry Russell
Director of Idaho State Police

ABC FORM NO: ABC 0

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

(This license must be conspicuously displayed)

ADA COUNTY LICENSE

STATE OF IDAHO

License Year: 2014 **License #: 201400497**

This is to certify that **JON'S LONGHORN LLC**

doing business as: **LONGHORN LOUNGE**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 458 W 3RD ST in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2013 - April 30, 2014

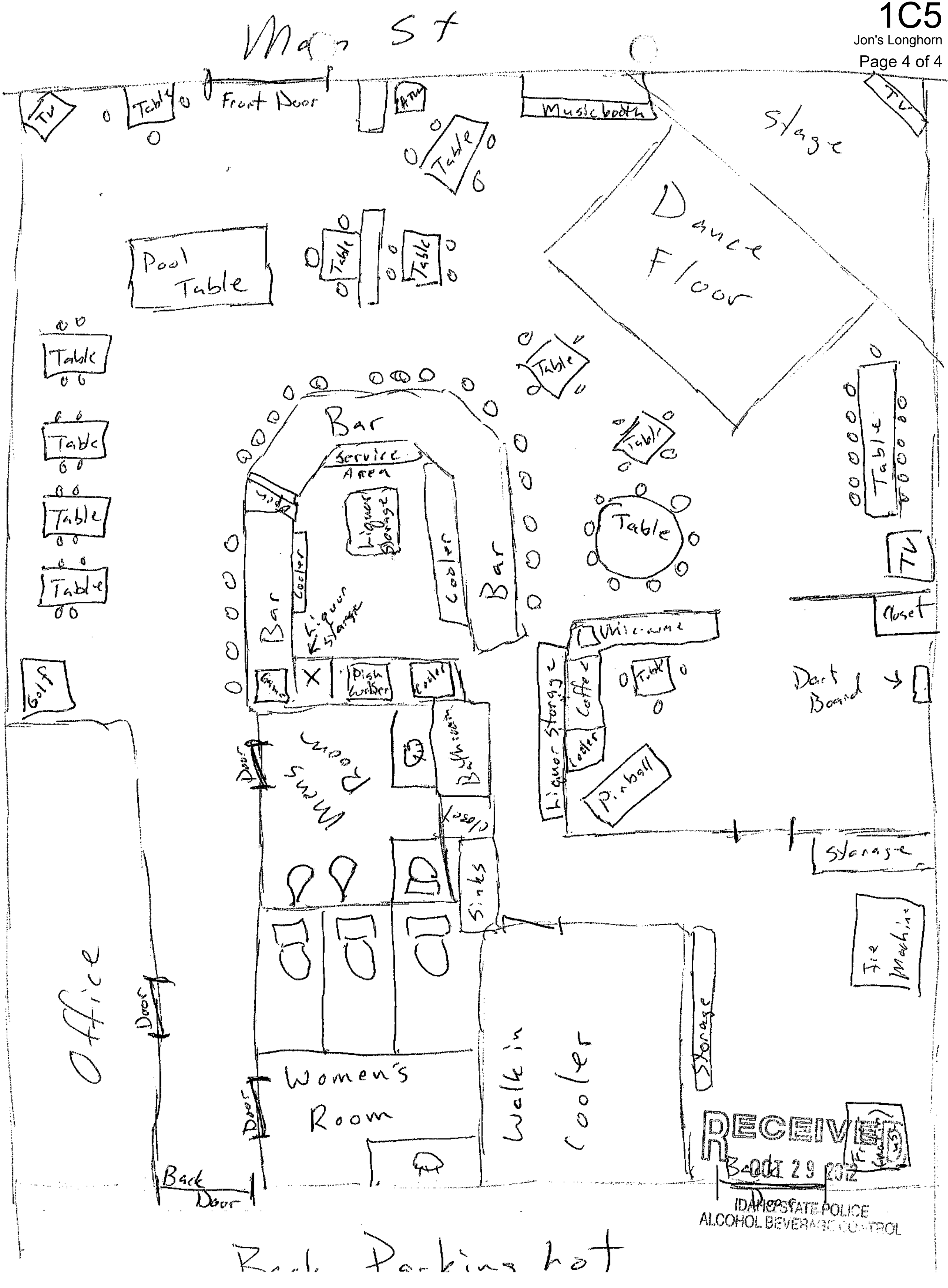
BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	225.00

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners this 9th day of April, 2013.

Christopher D. Rich, Clerk/Auditor/Recorder

David L. Case
Chairman


Main St
TV
Table
Front Door
ATM
Music booth
Stage
TV
Table
Pool Table
Dance Floor
Table
Table
Table
Table
Table
Table
Bar
Service Area
Liquor Storage
Cooler
Cooler
Bar
Bar
Liquor Storage
Table
Table
Table
Table
TV
Closet
Welcome
Coffee
Liquor Storage
Cooler
Table
Dart Board
Pinball
X
Dish washer
Cooler
Golf
Door
Mens Room
Closet
Storage
Sinks
Ice Machine
Office
Door
Walk in Cooler
Storage
Door
Women's Room
Back Door
Back Door
Rear Parking Lot

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

GORDON N. LAW
CITY ENGINEER

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Uptown Car Wash
Review of Monthly User Fees

DATE: April 1, 2013

Request: Direction from Council and Mayor

The City Engineer has received a request to review the sewer and water rate for the Uptown Car Wash (465 E. Avalon).

Attached is a copy of Car Wash's water usage for the last 38 months, which is relied on as representative of sewer usage as well. The Car Wash's average daily use for the last 12 months was 2,850 gpd. The average daily use for one EDU is set in City Code as 190 gpd with a minimum charge of 1 EDU.

The Car Wash is presently charged 24 EDUs for sewer ($591.60/mo.) and water use ($453.60/mo.). The metered water consumption suggests that the sewer and water rate should be reduced to 15 EDUs ($653.25/mo. for both combined). **The City Engineer requests permission to adjust the sewer and water multiplier downward to 15 EDUs.** A resolution is attached, which if adopted, would accomplish the same.

Attachments

RESOLUTION NO. R09-2013

WHEREAS, the Kuna City Code 7-6-3.C provides that monthly user fees may be adjusted if appropriate; and

WHEREAS, City of Kuna, Idaho has reviewed the water consumption for the last 12 months for the Uptown Car Wash located at 465 E. Avalon Street and determined that average daily usage of the establishment warrants a reduction in its monthly usage fee rate to 15.0 EDUs (Equivalent Dwelling Units) from 24.0 EDUs.

BE IT RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that said City approves an adjustment to the monthly usage fee rate for Uptown Car Wash to 15.0 Equivalent Dwelling Units commencing with the next billing cycle.

PASSED BY THE COUNCIL of Kuna this 16th day of April, 2013.

APPROVED BY THE MAYOR of Kuna this 16th day of April, 2013.

____
W. Greg Nelson, Mayor

ATTEST:

____
Brenda S. Bingham, City Clerk

City of Kuna | Customer History | Page: 1
Report Dates: 01/01/2010 - 02/28/2013 | Mar 25, 2013 08:39AM

Report Criteria:
Customer.Customer number = 2063501

20635.01 DON YOUNG LAND CO. 465 E AVALON ST-CAR WASH

Metered Services:

Water Current Rate: 117 Water - Comm. Oversized Mtr

Period Date	Usage
01/31/2010	72,000
02/28/2010	72,500
03/31/2010	70,500
04/30/2010	78,000
05/31/2010	90,500
06/30/2010	82,500
07/31/2010	133,500
08/31/2010	116,000
09/30/2010	128,500
10/31/2010	97,500
11/30/2010	63,000
12/31/2010	67,000
01/31/2011	68,000
02/28/2011	104,500
03/31/2011	60,500
04/30/2011	64,000
05/31/2011	78,500
06/30/2011	115,000
07/31/2011	135,000
08/31/2011	153,000
09/30/2011	127,000
10/31/2011	77,500
11/30/2011	63,500
12/31/2011	65,000
01/31/2012	56,500
02/29/2012	76,500
03/31/2012	64,000
04/30/2012	66,000
05/31/2012	88,500
06/30/2012	114,000
07/31/2012	121,000
08/31/2012	141,500
09/30/2012	119,500
10/31/2012	85,000
11/30/2012	45,500
12/31/2012	44,500
01/31/2013	54,500
02/28/2013	96,000
Totals:	3,356,000

1,072,000

1,040,000

1,040,000 / 365 / 190 = 14.996 EDUs ≈ 15 EDUs

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

GORDON N. LAW
CITY ENGINEER

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: PI Line Easement
Ash Street Crossing Project

DATE: April 4, 2013

REQUEST: **Approve Resolution Accepting PI Line Easement**

Attached hereto is a proposed pressure irrigation line easement on the Nick Hansen property at 642 S. Ash Street. The easement facilitates the extension of pressurized irrigation line to enhance irrigation water supply to an underserved area off of Ash Street. Also attached is a resolution, which if approved by Council, would accept the easement and direct its recording.

The City Engineer recommends approval of the attached resolution.

Attachment

RESOLUTION NO. R10-2013

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, to accept that certain pressure irrigation line Easement, dated April 3, 2013, provided by Nick Hansen of 642 S. Ash Street, Kuna , Idaho, and directing that said Easement be recorded in the records of Ada County, State of Idaho, and which Easement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of April, 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of April, 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EASEMENT

THIS INDENTURE, Made this 3 day of April, 2013, between

NICK HANSEN and ZHANNA HANSEN, husband and wife, party of the first part; and **CITY OF KUNA**, a municipal corporation, situated in the County of Ada, State of Idaho, party of the second part,

WITNESSETH:

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

A portion of Lot 18, Kuna Orchard Tracts, lying in the NW ¼, Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

COMMENCING at a Brass Cap marking the NW corner of said Section 26; thence along the North line of said Section 26, North 89°44' 58" East, 1313.41 feet to a Brass Cap marking the Northwest corner of the NE ¼ of the NW ¼ of said Section 26; thence along the West line of said NE ¼ of the NW ¼ South 00°02'07" East, 1984.80 feet to a point that is 20.00 feet South 89°49'24" West of the NW corner of Lot 18, Kuna Orchard Tracts; Thence North 89°49'24" East, 20.00 feet to a point on the North and West boundary lines of said property and the **Point of Beginning**;

Thence North 89°49'24" East, 357.42 feet along the North boundary line of said property;
Thence South 00°02'07" East, 10.00 feet;
Thence South 89°49'24" West, 357.42 feet Parallel and 10.00 feet south of the North boundary line of said property;
Thence North 00°02'07" West, 10.00 feet along the West boundary line of said property to the **Point of Beginning;**

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth.

2. The CITY OF KUNA, or their assigns, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.

3. In exercising the rights granted herein, the CITY OF KUNA, or their assigns, will not unreasonably interfere with the normal use of the 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 of construction, repair, maintenance, and/or replacement of said facilities an appurtenances thereto.

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

IN WITNESS WHEREOF, The party of the first part has hereunto set its hands and seals the day and year first above written.

Nick Hansen (TRUSTEE)

____

Zhanna Hansen

STATE OF IDAHO)

) ss.

County of)

KIM RICE NOTARY PUBLIC STATE OF IDAHO

On this 2nd day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Hansen known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public

Residing at Kuna, id

My Commission Expires 2/8/2017

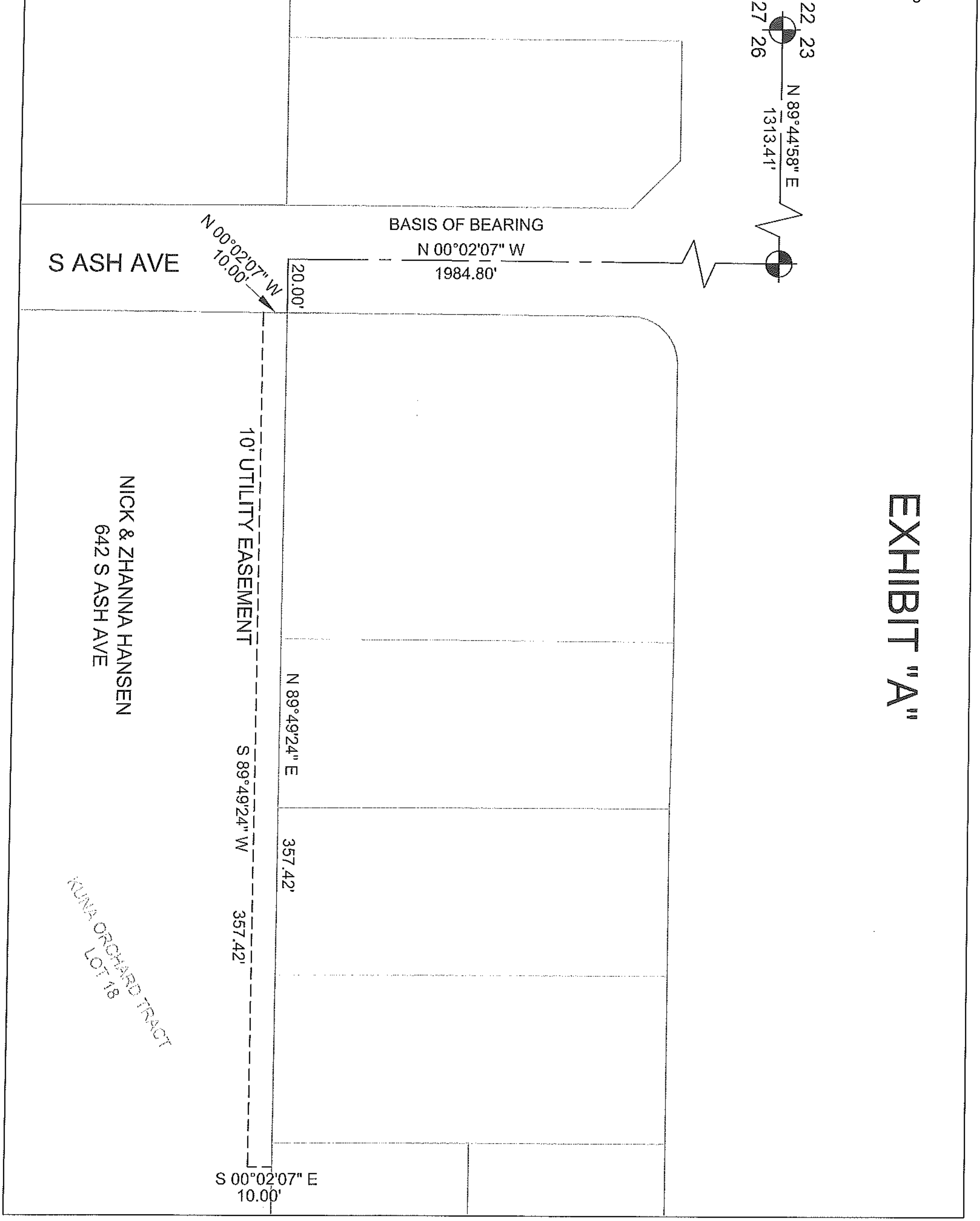


EXHIBIT "A"
22 23
27 26
N 89°44'58" E
1313.41'
BASIS OF BEARING
N 00°02'07" W
1984.80'
S ASH AVE
N 00°02'07" W
10.00'
20.00'
10' UTILITY EASEMENT
NICK & ZHANNA HANSEN
642 S ASH AVE
N 89°49'24" E
357.42'
S 89°49'24" W
357.42'
KUNA ORCHARD TRACT
LOT 18
S 00°02'07" E
10.00'

GORDON N. LAW
CITY ENGINEER

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

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

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Butler PI Project
Street Crossings

DATE: April 10, 2013

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

On April 16, 2013, bids are scheduled to be opened for the crossing of Boise and School Streets for the above project. Four bidders have been invited and three bidders have agreed to respond to the request for bid. Because of its comparatively small price tag, and to expedite the construction schedule, the request for bid is being conducted as an informal written bid process, as provided in state law.

The results of the bidding will be received, summarized and recommendation provided at the Council Meeting scheduled for April 16th. It is also possible a recommendation to reject all bids may be provided. Attached to this memorandum is the form of resolution which would be provided to Council on the 16th if an award of bid is recommended. An abstract of bids will also be provided at that time.

Attachments: Sample Resolution

RESOLUTION NO. R11-2013

WHEREAS, City of Kuna, Idaho has received bids for the street crossing portion of the Butler Subdivision PI Project; and

WHEREAS, the apparent low bidder for said Project is **xxxxxxxxx**; and

WHEREAS, the bid submitted by **xxxxxxxx** is responsive to the bid requirements:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that said City approves the award of bid to **xxxxxxxxx** in the amount of ____ for the street crossing portion of the Butler Subdivision PI Project; that Council directs the expenditure of available funds from the Irrigation Fund for said project, and the Mayor and Clerk of said City are hereby authorized to execute the agreements for securing the services of said bidder for said Project upon receipt of acceptable bonds, binders, certifications and documentation as provided in the official contract documents of the street crossing portion of the Butler Subdivision PI Project; and which unsigned copy of the Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 16th day of April, 2013.

APPROVED BY THE MAYOR of Kuna this 16th day of April, 2013.

____
W. Greg Nelson, Mayor

ATTEST:

____
Brenda S. Bingham, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of ______, in the year 2013, by and between the CITY OF KUNA, IDAHO, (hereinafter called OWNER) and ________________________________. ______ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Butler Pressure Irrigation Project
Phase 1

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

"Extensions of Pressure Irrigation Mains across Boise and School Streets, as shown on the contract documents or as directed by the City Engineer."

Article 2. ENGINEER

The Project has been designed at the request of the City of Kuna City Engineer who is hereinafter called ENGINEER and who may act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. For all purposes, the City of Kuna's City Engineer is both OWNER and ENGINEER.

Article 3. CONTRACT TIME

3.01 COMPLETION. The Work will be substantially complete thirty (30) **calendar days** after Notice to Proceed is issued, adjusted for delays due to weather conditions per paragraph 3.03, and will be completed and ready for final payment.

3.02 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof approved and granted by the ENGINEER. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER TWO HUNDRED AND NO/100 DOLLARS ($200.00) for each day that expires after the time specified.

3.03 EXTENSION OF TIME. CONTRACTOR shall not be charged with liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond his control and which are not his fault or due to his negligence including but not restricted to, Acts of God, strikes, Federal Laws and Regulations in the procurement of materials, unusually severe weather conditions or delays of subcontractors due to such causes. CONTRACTOR shall give written notice of the causes of any such act, hindrance, or delay within ten (10) days after its occurrence. The completion date shall be extended by the number of working days equal to the number of working days lost by the delay.

Article 4. CONTRACT PRICE AND PAYMENT PROCEDURE

4.01 PAYMENT. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds.

4.02 Payment Procedures. For the faithful performance of this Work herein embraced, as set forth in this Agreement between OWNER and CONTRACTOR, together with the contract documents listed in Article 7 herein, which are made a part of this agreement hereof, in accordance with the directions of the ENGINEER, and to his satisfaction, said OWNER agrees to pay to said CONTRACTOR the amount earned, computed from actual quantities of work performed, as shown by the estimate of the ENGINEER, at the unit prices designated in the Bid Form. Such payment shall be adjusted to account for change orders, previous progress payments, retainage, liquidated damages and interest as applicable. Payments shall be made by the City Treasurer of said OWNER upon warrants of the OWNER issued upon vouchers of said ENGINEER which have been approved by Mayor and Council of said OWNER out of monies legally available for that purpose.

4.03 PROGRESS PAYMENT. CONTRACTOR shall be entitled to monthly Progress Payments for work completed, tested, and approved by OWNER and for materials delivered and stored at the site (but not installed) during previous calendar months. On the first day of each month, or within nine days thereafter, CONTRACTOR shall deliver to OWNER'S ENGINEER a signed Request for Payment containing an estimate of the actual quantities of work performed and invoices for materials delivered to the site. ENGINEER shall verify that quantities are correct and adjust totals if necessary. Payment shall be computed using UNIT PRICES designated on the Bid Form and adjusted to account for change orders, previous progress payments, retainage, liquidated damages, and interest as applicable. The receipt of Progress Payments does not signify acceptance of the Work.

4.04 RETAINAGE. OWNER shall be entitled to retain five percent of each progress payment. This retainage shall be released to the CONTRACTOR after final acceptance of the Work by the OWNER, and receipt of a tax release from the Idaho State Tax Commission.

4.05 EXTRA WORK & FORCE ACCOUNT WORK. In the event of any "Extra Work" being ordered by the Engineer of a class not covered by the prices submitted in the proposal, the basis of payment for the same shall be agreed upon in writing between the parties to the contract **before** such Work is done.

The quantities shown in the bid documents are approximate only and are for the purpose of comparing bids. The City of Kuna especially reserves the right to increase or decrease any of the quantities and to make reasonable changes in designs without being responsible to the Contractor in any way for extra costs or for anticipated profits. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his proposal.

If unforeseen conditions require extra work of a type or nature already contemplated by the Contract, written change orders will be furnished to the Contractor. The basis for any additional compensation will be the unit prices originally provided by the Contractor.

4.06 PAYMENT OF MATERIAL ON HAND. In preparing monthly estimates, payment shall be made to the extent of 75 percent of the invoice cost for materials on hand to be used on the project, and stored on site in an acceptable manner. All materials must conform to the requirements of the specifications; however, payment for materials on hand will not constitute acceptance and any faulty material will be condemned even though such payment may have been made for same in the estimates. Deductions at the same rates and in the amounts equal to the payments will be made from the estimates as the material is used, for which partial payments have been made.

4.07 FINAL PAYMENT. Upon completion of the Work and any testing specified in the Contract Documents, CONTRACTOR shall submit a Request For Final Payment containing an estimate of the actual quantities completed. ENGINEER shall inspect the completed Work, itemize any deficiencies, verify that quantities are correct, and adjust totals if necessary. Payment shall be computed as defined in Section 4.02 of this Agreement. CONTRACTOR shall correct any deficiencies to the ENGINEERS satisfaction and provide evidence from the Idaho State Tax Commission that State and Local Taxes are paid. CONTRACTOR shall be given a Certificate of Completion and paid in full as soon as reasonably possible after correction of deficiencies and submission of required documents.

4.08 FINAL GUARANTEE. All Work is guaranteed by the CONTRACTOR for a period of 1 (one) year from after the date of the certification of the final pay estimate by the ENGINEER and the CONTRACTOR.

If within said guarantee period, repairs or changes are required in connection with any guaranteed Work, which in the opinion of the ENGINEER is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the CONTRACTOR shall promptly upon receipt of written notice from the OWNER and without expense to the OWNER:

a. Place in satisfactory condition in every particular all of such guaranteed Work, correct all defects therein; and,

b. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the ENGINEER is a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract; and,

c. Make good any Work or material or the equipment and the contents of the building, structure, or site disturbed in fulfilling any such guarantee.

If the CONTRACTOR or Bonding Company, after such notice, fails to within 10 days proceed to comply with the terms of this guarantee the OWNER may have the defects corrected and the CONTRACTOR and his Surety shall be liable for all costs and expenses incurred; provided, however, that in case of emergency where, in the opinion of the ENGINEER, delay would cause serious loss or damage, repairs may be made without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

4.09 <u>COMPENSATION FOR INSPECTORS - OVERTIME</u>. Should the CONTRACTOR choose to schedule his work so that it requires overtime be worked by OWNER crews, i.e., staking, inspection, etc., the CONTRACTOR shall be obligated to pay the overtime wages at the time and one half rate. CONTRACTOR should take note that no construction shall take place during overtime situation without an inspector being available.

Article 5. <u>INTEREST</u>

All monies not paid within 30 days of CONTRACTOR'S submittal of Request For Payment (or as specified in article 4.07, Final Payment), and to which the CONTRACTOR is legally entitled by this Agreement, shall bear 2% above bank prime.

Article 6. <u>CONTRACTOR'S REPRESENTATIVES</u>

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.01 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work;

6.02 CONTRACTOR has studied carefully all reports and drawings of physical conditions which are identified in the Contract Documents, and accepts the determination and extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply .

6.03 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to those provided by owner above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.04 <u>UNDERGROUND FACILITIES.</u> CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. CONTRACTOR may (upon permission from the ENGINEER) conduct additional examinations, investigations, or explorations in order to perform and furnish the work at the Contract Price, within the Contract Time an in accordance with the other terms and conditions of the Contract Documents.

6.05 CONTRACTOR has correlated the results of all such observations, examinations, investigations, exploration tests, reports and studies with the terms and conditions of the Contract Documents.

6.06 ERRORS. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

6.07 DAMAGES DURING CONSTRUCTION. CONTRACTOR accepts responsibility for conducting construction activities in a manner to prevent damage to structures or facilities in or near the construction site. CONTRACTOR agrees, in the event of damage caused by construction activities, to restore said structures or facilities at CONTRACTOR'S expense to a condition equal or exceeding that existing prior to said construction activities.

6.08 PUBLIC WORKS LICENSE. CONTRACTOR is licensed as a Public Works Contractor in the State of Idaho, appropriate to Work contemplated in this project, and will maintain the license throughout the duration of this Agreement.

6.09 PUBLIC WORKS CONTRACT REPORT. CONTRACTOR will submit within 30 days of the date of this Agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Idaho Code.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER AND CONTRACTOR concerning the Work consist of the following:

1. This Agreement
2. Invitation To Bid
3. Instructions To Bidders
4. Bid Form
5. Bid Schedule
6. Bid Bond
7. W-H 5 Tax Form
8. Notice of Award
9. Notice To Proceed
10. Special Provisions
11. Contract Drawing Sheets Nos. T1, P1-3, D1
12. Addenda numbers _NONE_ to _____, inclusive
13. Payment Bond
14. Performance Bond
15. Insurance Certificates

There are no Contract Documents other than those listed above in this Article 7. These Contract Documents may only be amended, modified or supplemented as agreed to by both parties in writing.

Article 8. OTHER PROVISIONS

8.01 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.02 INDEMNIFICATION AND INSURANCE. The CONTRACTOR shall not commence work under this agreement until he has obtained the insurance and furnished to the OWNER satisfactory proof of such coverage:

a) **COMPENSATION INSURANCE.** The CONTRACTOR shall maintain during the life of this agreement Workmen's Compensation insurance for all of his employees working under this agreement.

b) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The CONTRACTOR shall maintain during the life of this agreement such public and property damage insurance as shall protect him while performing Work under this Contract from claims for liability or property damage which may arise from operations by himself or anyone directly or indirectly employed by him under this Contract. The amount of such insurance shall be not less than the following: Liability Insurance in the amount of $1,000,000/2,000,000.

c) CERTIFICATE OF INSURANCE. NOTICE TO PROCEED shall not be issued until the CONTRACTOR has furnished to the OWNER a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the CONTRACTOR (and its subcontractors where required). This paragraph applies to all insurance required by the Contract.

8.03 INDEPENDENT CONTRACTOR. In all matters pertaining to this work, the offeror shall be acting as an independent CONTRACTOR.

Article 9. GENERAL CONTRACTOR OBLIGATIONS

In general, CONTRACTOR is obligated and required to, but not limited to:

9.01 Locate and protect all utilities within the area required to complete the work of this Contract;

9.02 Protect all surface structures from damage including shoring of trenches to protect footings and foundations;

9.03 Adhere strictly to requirements for safety in the work zones per all state and Federal statutes and local ordinances including but not limited to O.S.H.A. Standards and as outlined in the SPECIAL PROVISIONS;

9.04 Construct all facilities in accordance with State and Federal specifications and guidelines, and as approved by the Contracting Officer;

9.05 Restore all surface features to former condition and usage. Pavement restoration is to be to the satisfaction of the pavement owner;

9.06 Dispose of all rocks, brush, trees, concrete, and removed pipe disturbed by construction in accordance to with all Local, State, and Federal Statues and Ordinances;

9.07 Conduct all construction and testing in accordance with requirements of the 2010 standards for Idaho Public Work Construction (unless otherwise specified);

9.08 Maintain utility services provided by above-ground or underground facilities in the area of the Work and be liable for damages due to disruptions to service caused by CONTRACTOR'S construction activities;

9.09 Maintain vehicle access to adjacent properties in such instances where the construction area provides the sole vehicular access to said property except that access may be interrupted provided that the interruption not extend for more than eight continuous hours, nor occur outside of normal daytime working hours (8:00 a.m.- 5:00 p.m.), and the affected properties be given a minimum 72 hour advance notification of the interruption;

9.10 The ENGINEER, or his representative, shall be present during all testing, notify ENGINEER of the start of construction, and notify ENGINEER if conditions vary substantially from those indicated per the specifications hereof.

Article 10. SCOPE OF WORK

10.01 INTENT OF DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is to prescribe a complete Work or improvement that the CONTRACTOR undertakes to do in full compliance with the drawings, specifications, and other Contract Documents. The CONTRACTOR shall do all Work including such additional, extra and incidental Work as may be considered necessary to complete the project in a satisfactory and acceptable manner as provided in the drawings, Proposal and Contract. CONTRACTOR shall furnish, unless otherwise provided, all materials, equipment, tools, labor and incidentals necessary to prosecute the completion of the Work.

10.02 INCREASED OR DECREASED QUANTITIES OF WORK. The OWNER reserves the right to make such alterations in the drawings or in the quantities of Work as may be considered necessary. Such alterations shall not be considered as a waiver of any conditions of the Contract to invalidate any of the provisions thereof.

10.03 CHANGES IN THE WORK. In connection with the work covered by the contract, the ENGINEER may at any time during its progress order other work or materials incidental thereto. All such work and materials which do not appear in the contract as a specific item accompanied by a unit price, and which are not included under the price bid for other items in the contract, shall be processed as outlined in Article 10 of the GENERAL CONDITIONS. Authorization for Changes in the Work shall be made by the ENGINEER in writing in advance of the performance of the Work and claims for such Work not so authorized will be rejected.

10.04 MAINTENANCE OF TRAFFIC. The CONTRACTOR shall, wherever possible, provide access to streets under construction when actual operations are not in progress and when public travel will not damage the uncompleted Work. The cost of maintaining traffic shall be the sole responsibility of the CONTRACTOR and he shall be solely liable for the damages and injuries that are in any way chargeable to his construction, or any circumstances, actions or negligence in connection therewith.

10.05 FINAL CLEANUP. Upon completion of the Work and before acceptance and final payment is made, the CONTRACTOR shall remove all equipment, excess and discarded materials, temporary structures and rubbish from the site and adjacent property and shall leave the site in a neat, presentable condition.

Article 11. CONTROL OF WORK AND MATERIALS

11.01 AUTHORITY OF THE ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and Work to be performed, as to the manner of performance and rate of progress of the Work, as to the interpretation of the drawings and specifications, as to the acceptable fulfillment of the Contract on the part of the CONTRACTORS, as to compensation, and as to mutual rights between CONTRACTORS. The decision of the ENGINEER shall be final and he shall have exclusive authority to enforce the provisions of the Contract.

11.02 DRAWINGS AND SPECIFICATIONS. All Work performed and all materials furnished under the Contract shall be in accordance with the plans and specifications and no deviation will be permitted without the written order of the ENGINEER.

11.03 CONSTRUCTION STAKES. The ENGINEER will furnish the CONTRACTOR with all lines, grades and measurements necessary to proper prosecution and control of the Work contracted for under these specifications. The CONTRACTOR shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors that may have been made in laying out the Work. Such stakes and marking as the ENGINEER may set for either his own or the CONTRACTOR'S guidance shall be scrupulously preserved by the CONTRACTOR. ENGINEER has the option of charging the CONTRACTOR for any necessary re-staking due to CONTRACTOR negligence.

11.04 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the OWNER shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, quality or manufacture of the materials to be used. The Inspector shall not be authorized to revoke, alter or waive any requirements of the specifications. He shall be authorized to call the attention of the CONTRACTOR to any failure of the Work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the Work until any question at issue can be decided by the ENGINEER.

11.05 INSPECTION. The ENGINEER or his representative shall be allowed access to all parts of the project at all times and shall be furnished such information and assistance by the CONTRACTOR as may be required to make a complete and detailed inspection.

11.06 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All Work and materials which do not conform to the requirements of the contract shall be considered as defective work. Any defective work shall be remedied as outlined in Article 13 of the GENERAL CONDITIONS. The fact that the inspector may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

11.07 MAINTENANCE DURING CONSTRUCTION. The CONTRACTOR shall maintain the Work until it is finally accepted. All cost of maintenance Work by the CONTRACTOR during construction and before the Work is finally accepted shall be included in the unit prices on various pay items or lump sum bid and the CONTRACTOR will not be paid an additional amount for the Work.

11.08 DISPUTED CLAIMS. In any case where the CONTRACTOR deems extra compensation is due him for Work or materials not clearly covered in the Contract, or not ordered by the ENGINEER, as defined herein, the CONTRACTOR shall process its claim according to procedures outlined in Article 10 of the GENERAL CONDITIONS.

The execution of a Change Order by the Contractor to satisfy a claim shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

In all claims for adjusted compensations due to unexpected obstructions or other causes, where it is determined by the ENGINEER that compensation is due, the amount of compensation shall be based on an adjustment in quantities at the Unit Prices submitted with the CONTRACTOR'S original bid for the classification of WORK involved in the claim for adjusted compensation. The ENGINEER shall be the final authority in determining the reasonableness in applying a Unit Price to an item of work and the manner in which it is applied.

11.09 MATERIALS. Only materials conforming to the requirements of the drawings and specifications shall be used. All materials before being incorporated in the work shall be inspected and approved by the ENGINEER or his authorized representative.

All materials which do not meet the requirements of these specifications will be rejected and shall be removed immediately from the job unless permitted by the ENGINEER to remain on the Work. The loss in replacing improper work or material shall furnish no ground to the CONTRACTOR for claiming additional compensation or extension of time for the completion of the Contract. Upon failure on the part of the CONTRACTOR to comply forthwith with any order of the ENGINEER made under the provisions of this paragraph, the ENGINEER shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the CONTRACTOR.

11.10 WORK AREA. The CONTRACTOR shall keep the Work area in a reasonable neat condition with regard to litter and trash that may evolve from his own operations. All empty cement sacks, used form lumber, unused barricades, etc., shall be disposed of immediately in a manner satisfactory to the OWNER.

11.11 COMPLIANCE WITH BUILDING/ELECTRICAL/PLUMBING CODES. All Work performed in the performance and prosecution of this project shall be in accordance with the most recent editions of the International Building Code, the National Electrical Code, and the Uniform Plumbing Code.

Article 12. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

12.01 LAWS TO BE OBSERVED. The CONTRACTOR is assumed to be familiar with all Federal, State and local laws, codes, ordinances and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the construction area, or in any way affect the conduct of the Work. No pleas of mistake in fact or ignorance on the part of the CONTRACTOR will, in any way, serve to modify the provisions of the Contract. The CONTRACTOR, at all times, shall observe and comply with all Federal, State and local laws, codes, ordinances and regulations in any manner affecting the conduct of the Work, and the CONTRACTOR and his surety shall indemnify and save harmless the OWNER and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

12.02 BARRICADES, WARNINGS, SIGNS AND LIGHTS. The CONTRACTOR will be required to erect at his expense barricades and warning signs, and to furnish and maintain warning lights at night to protect the public from possible injury during the progress of all parts of the Work. All traffic control devices will be set in place prior to the start of any work on the project.

12.03 PUBLIC SAFETY AND CONVENIENCE. The CONTRACTOR shall at all times so conduct his Work as to insure the least possible obstruction to traffic. The convenience of the general public and residents along streets and the protection of persons and property are of prime importance and shall be provided for by the CONTRACTOR in an adequate and satisfactory manner.

Where the CONTRACTOR'S equipment is operated on any pavement or structure, not within the limits of his contract, which is used by traffic, the CONTRACTOR shall clean the pavement of all dirt and debris at the end of each day's Work. The cost of this Work will not be paid for directly but shall be considered as included in the contract unit prices for other items.

12.04 PROTECTION AND RESTORATION OF PROPERTY. The CONTRACTOR shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation and/or restoration of all public and private property, fences, monuments, underground structures, building, poles, signs, mailboxes etc. on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner or method of executing said Work, or due to his nonexecution of said Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the Work has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the nonexecution thereof on the part of the CONTRACTOR, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury in an acceptable manner.

12.05 RESPONSIBILITY FOR DAMAGE CLAIMS. The CONTRACTOR and his surety shall indemnify and save the OWNER and all of its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property, by or from the said CONTRACTOR or his employees, or by or in consequence of any neglect in safeguarding the Work, or by or on account of any act or omission, neglect, or misconduct of the said CONTRACTOR, or by or on account of any claims or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Workman's Compensation Law", or any other law, ordinance, order or decree, and so much of the money due said CONTRACTOR under and by virtue of his contract, as shall be considered necessary by the OWNER, may be retained, or, in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, or injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the OWNER.

12.06 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the final acceptance of the Work by the ENGINEER and the OWNER, the CONTRACTOR shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from faulty materials or Work or from the execution or nonexecution of the Work. The

CONTRACTOR shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof.

In case of suspension of Work from any cause whatever, the CONTRACTOR shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage to preserve them and erect temporary structures where necessary to protect them.

Article 13. **PROSECUTION AND PROGRESS**

13.01 SUBLETTING OF CONTRACT. The OWNER will not recognize any subcontractor on the Work. The CONTRACTOR shall at all times when Work is in operation be represented either in person, by a qualified superintendent, or other designated representative. All persons engaged in the Work of the construction, including subcontractors, will be considered as employees of the CONTRACTOR and he will be held responsible for their Work, which shall be subject to the provisions of the Contract.

13.02 SUSPENSION AND TERMINATION OF CONTRACT. In relation to suspension and termination of the CONTRACT, the provisions of Article 15 of the GENERAL CONDITIONS shall apply. In addition to the events listed in Article 15, section 15.02.A, the OWNER may terminate for cause if the CONTRACTOR

1. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;

2. Discontinues the prosecution of the Work;

3. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;

4. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;

5. Makes an assignment for the benefit of creditors;

Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, the OWER will give notice to the CONTRACTOR as outlined in Article 15, and stating the cause for termination. A copy of the notification shall be sent to the CONTRACTOR'S surety.

13.03 EXTENSION OF TIME. Extensions of CONTRACT time are governed by Article 12 of the GENERAL CONDITIONS.

Article 14. **BID PRICE**

This is a UNIT COST bid contract. Contractor agrees to complete the Work hereof as specified at the unit prices indicated on the BID FORM and for measured quantities after completion of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Document have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the _____ day of ________________, 2013.

OWNER: CITY OF KUNA	**CONTRACTOR:** .
	License No. ____________________
By ______________________________	**BY:** ____________________________
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest ______________________________	**Attest:** ____________________________
Address for giving notices:	**Address for giving notices:**
763 W. Avalon	____________________
Kuna, Idaho 83634	____________________
	Agent for service of Process:
	____________________________
	(If CONTRACTOR is corporation, attach evidence of authority to sign.)

RESOLUTION NO. R12-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT 3 NORTH 1 WEST SECTION 35 IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, ADA COUNTY, IDAHO CONSISTING OF APPROXIMATELY 64.4 ACRES.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute Real Estate Lease Agreement between the City of Kuna and Big D Ranch Inc. for the lease of the City of Kuna's property located at 3 North 1 West Section 35 in the Southeast ¼ of the Southeast ¼, Ada County, Idaho consisting of approximately 64.4 acres, as more particularly described in the lease on Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of April, 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of April, 2013.

____
W. Greg Nelson, Mayor

ATTEST:

____
Brenda S. Bingham, City Clerk

REAL ESTATE LEASE AGREEMENT

This AGREEMENT, is between the City of Kuna, Idaho, (herein referred to as "LESSOR") and Big D, Ranch, Inc., an Idaho Corporation, (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on “EXHIBIT A”, attached hereto, said property is located in 3 North 1 West section 35 in the southeast ¼ of the southeast ¼, Ada County, Idaho consisting of approximately 64.4 acres, of which approximately 64 acres are farmable acres (Property).

2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$150.00/acre per annum or \$9,600.00 per annum, payable in two (2) equal installments of \$4,800, with the first payment due and payable by May 1 and the second payment of \$4,800.00 due and payable by September 1st of each year. LESSOR shall send out statements in advance of the due date to LESSEE.

3. TERM: TERM: The initial term of this lease is for the period commencing on October 1, 2013 and terminating on September 30, 2015. If a crop is still in the ground at the expiration of the lease, LESSEE shall be permitted to extend the lease on a month to month term, pro rata until the crop is harvested. Any renewal of this lease shall be for a term of two (2) years, commencing on October 1, and ending on September 30 plus two (2) years.

4. LESSOR’S OBLIGATIONS: LESSOR agrees to the following at its expense:

    a. To pay all property taxes and water assessments.

    b. To reimburse LESSEE for any crop losses caused by future development of the property by LESSOR.

5. LESSEE’S OBLIGATIONS: LESSEE agrees to the following at its expense:

    a. To exercise usual and customary farming practices and pay for all farming expenses.

    b. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.

    c. To use diligence and follow approved practices in preventing the noxious weeds from going to seed on the farm.

    d. To cooperate with LESSOR when recreational or water re-use activity begins.

6. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be used for recreational use or as a wastewater land application site and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon

REAL ESTATE LEASE AGREEMENT

the Property and terminate the lease early and the payment of the value of the crops growing upon the property shall be considered the liquidated damages for the early termination of the lease.

7. WARRANTIES: There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.

8. INSURANCE: LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be $2,000,000.00 general aggregate and $1,000,000.00 each occurrence.

9. ALTERATIONS AND IMPROVEMENTS: No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.

10. ENTRY BY LESSOR: LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.

11. INDEMNIFICATION: LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.

12. RENEGOTIATION OF LEASE TERMS: Either party may request in writing, a renegotiation of the lease terms on or July 31 of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the LESSOR may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.

13. TIME OF ESSENCE AND DEFAULT: Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement

REAL ESTATE LEASE AGREEMENT

shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

14. RENEWALS: LESSEE shall have the first right to renew this lease for additional two (2) year periods, subject to the provisions of paragraph 12, by giving written notice of renewal at least ninety (90) days before September 30 of the year in which the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.

15. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.

16. USE OF PROPERTY: LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.

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

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

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

City of Kuna, Idaho
c/o Gordon N. Law
Post Office Box 13
Kuna, Idaho 83634;

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

Big D Ranch, Inc.
c/o Richard Durrant
7590 S. Ten Mile Road
Meridian, Idaho 8362-7124

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

REAL ESTATE LEASE AGREEMENT

DATED this _______ day of _______________, 2012.

LESSOR:

____

City of Kuna, Idaho

By_______________________________

W. Greg Nelson

Its _______________________________

Mayor

ATTEST:

____

Clerk of _______________________

LESSEE:

By Big D by Rodd Durrant

Big D Ranch, Inc.

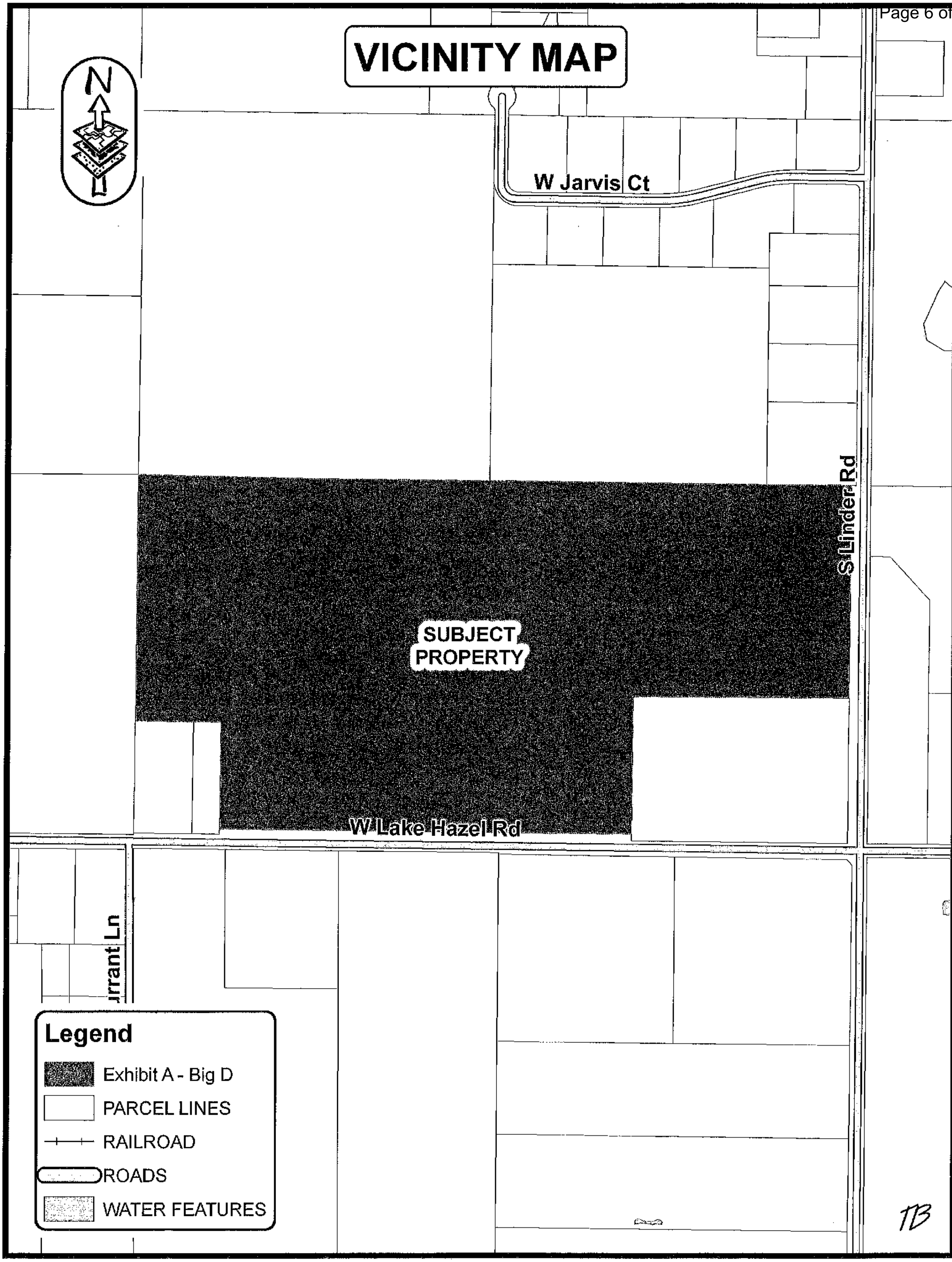
Its Richard Durrant

President

WITNESS:

____

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


VICINITY MAP
N
W Jarvis Ct
S Linder Rd
SUBJECT PROPERTY
W Lake Hazel Rd
urrant Ln
Legend
Exhibit A - Big D
PARCEL LINES
RAILROAD
ROADS
WATER FEATURES
TB

RESOLUTION NO. R13-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT 6950 N. TEN MILE ROAD, MERIDIAN, IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute Real Estate Lease Agreement between the City of Kuna and Big D Ranch Inc. for the lease of the City of Kuna's property located at 6950 N. Ten Mile Road, Meridian, Idaho, consisting of approximately 3.8 acres, as more particularly described in the lease on Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of April, 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of April, 2013.

____
W. Greg Nelson, Mayor

ATTEST:

____
Brenda S. Bingham, City Clerk

REAL ESTATE LEASE AGREEMENT

This AGREEMENT, is between the City of Kuna, Idaho, (herein referred to as "LESSOR") and Big D, Ranch, Inc., an Idaho Corporation, (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, said property is located at 6950 N. Ten Mile Road, Meridian, Idaho, consisting of approximately 3.8 acres, of which approximately 3.8 acres are farmable acres (Property).

2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$150.00/acre per annum or \$570.00 per annum, payable in two (2) equal installments of \$285.00, with the first payment due and payable by May 1 and the second payment of \$285.00 due and payable by September 1st of each year. LESSOR shall send out statements in advance of the due date to LESSEE.

3. TERM: TERM: The initial term of this lease is for the period commencing on October 1, 2013 and terminating on September 30, 2015. If a crop is still in the ground at the expiration of the lease, LESSEE shall be permitted to extend the lease on a month to month term, pro rata until the crop is harvested. Any renewal of this lease shall be for a term of two (2) years, commencing on October 1, and ending on September 30 plus two (2) years.

4. LESSOR'S OBLIGATIONS: LESSOR agrees to the following at its expense:

   a. To pay all property taxes and water assessments.

   b. To reimburse LESSEE for any crop losses caused by future development of the property by LESSOR.

5. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:

   a. To exercise usual and customary farming practices and pay for all farming expenses.

   b. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.

   c. To use diligence and follow approved practices in preventing the noxious weeds from going to seed on the farm.

   d. To cooperate with LESSOR when recreational or water re-use activity begins.

6. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be used for recreational use or as a wastewater land application site and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon the Property and terminate the lease early and the payment of the value of the

REAL ESTATE LEASE AGREEMENT

crops growing upon the property shall be considered the liquidated damages for the early termination of the lease.

7. WARRANTIES: There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.

8. INSURANCE: LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be $2,000,000.00 general aggregate and $1,000,000.00 each occurrence.

9. ALTERATIONS AND IMPROVEMENTS: No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.

10. ENTRY BY LESSOR: LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.

11. INDEMNIFICATION: LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.

12. RENEGOTIATION OF LEASE TERMS: Either party may request in writing, a renegotiation of the lease terms on or July 31 of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the LESSOR may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.

13. TIME OF ESSENCE AND DEFAULT: Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

REAL ESTATE LEASE AGREEMENT

14. RENEWALS: LESSEE shall have the first right to renew this lease for additional two (2) year periods, subject to the provisions of paragraph 12, by giving written notice of renewal at least ninety (90) days before September 30 of the year in which the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.

15. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.

16. USE OF PROPERTY: LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.

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

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

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

City of Kuna, Idaho
c/o Gordon N. Law
Post Office Box 13
Kuna, Idaho 83634;

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

Big D Ranch, Inc.
c/o Richard Durrant
7590 S. Ten Mile Road
Meridian, Idaho 8362-7124

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

REAL ESTATE LEASE AGREEMENT

DATED this _______ day of ______________, 2012.

LESSOR:

____

City of Kuna, Idaho

By______________________________

W. Greg Nelson

Its ______________________________

Mayor

ATTEST:

____

Clerk of ______________________

LESSEE:

By Big D Ranch / Rvell

Big D Ranch, Inc.

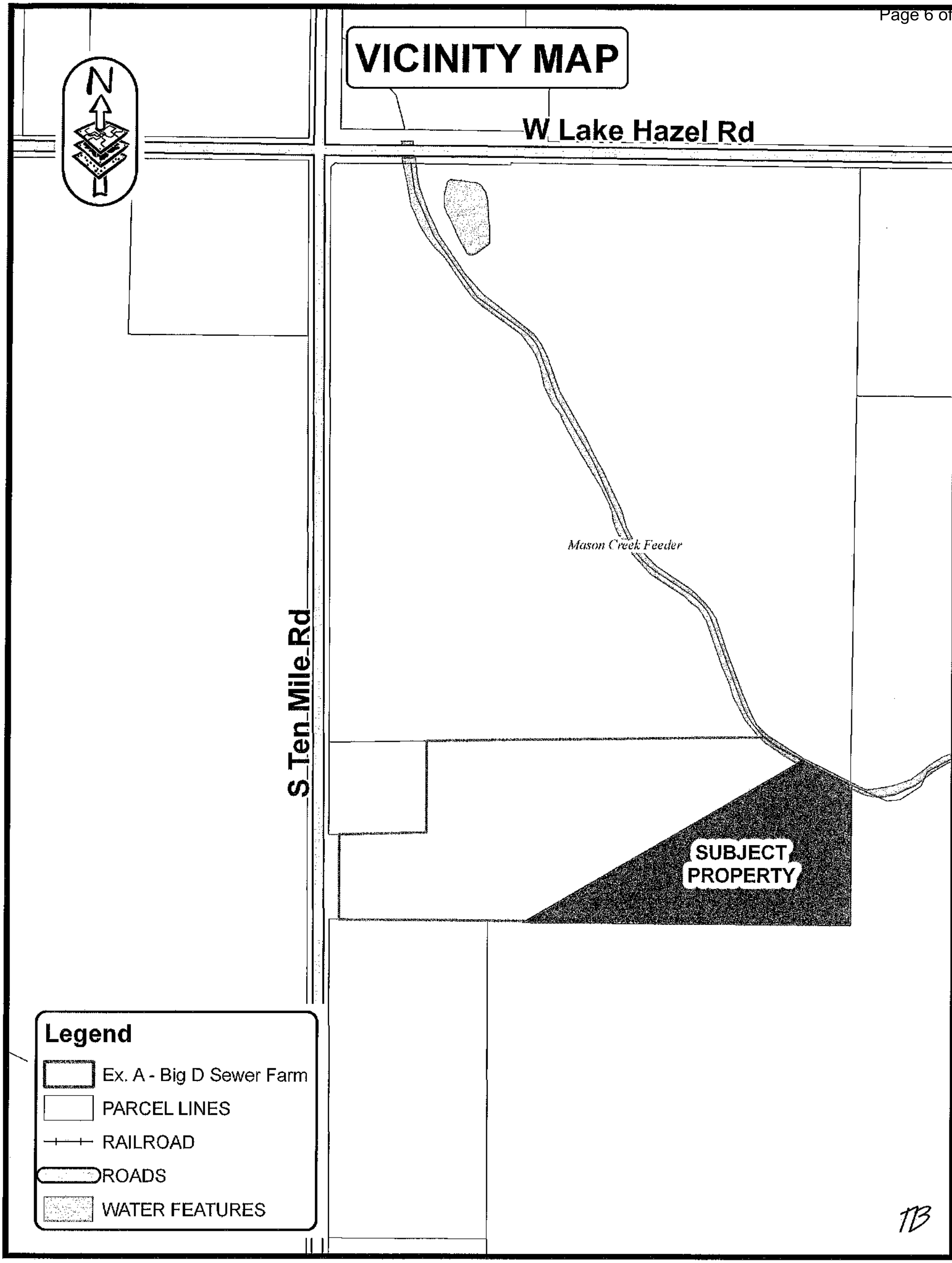
Its Richard Durrant

President

WITNESS:

____

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


VICINITY MAP
W Lake Hazel Rd
S Ten Mile Rd
Mason Creek Feeder
SUBJECT PROPERTY
Legend
Ex. A - Big D Sewer Farm
PARCEL LINES
RAILROAD
ROADS
WATER FEATURES
TB

RESOLUTION NO. R14-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT THE NE CORNER OF TEN MILE AND LAKE HAZEL ROADS, WITH A PARCEL NUMBER S1235346600, ADA COUNTY, IDAHO CONSISTING OF APPROXIMATELY 42.738 ACRES, OF WHICH APPROXIMATELY 40 ACRES.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute Real Estate Lease Agreement between the City of Kuna and Provost Farms LLC for the lease of the City of Kuna's property located at NE corner of Ten Mile and Lake Hazel Roads, with a parcel number S1235346600, Ada County, Idaho consisting of approximately 42.738 acres, of which approximately 40 acres are farmable acres (Property), as more particularly described in the lease on Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of April, 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of April, 2013.

____
W. Greg Nelson, Mayor

ATTEST:

____
Brenda S. Bingham, City Clerk

REAL ESTATE LEASE AGREEMENT

This AGREEMENT, is between the City of Kuna, Idaho, (herein referred to as "LESSOR") and Provost Farms, LLC, an Idaho Limited Liability Company, (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on “EXHIBIT A”, attached hereto, said property is located in the NE corner of Ten Mile and Lake Hazel Roads, with a parcel number S1235346600, Ada County, Idaho consisting of approximately 42.738 acres, of which approximately 40 acres are farmable acres (Property).

2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of $150.00/acre per annum or $6,000.00 per annum, payable in two (2) equal installments of $3,000.00, with the first payment due and payable by May 1 and the second payment of $3,000.00 due and payable by October 1 of each year. LESSOR shall send out statements in advance of the due date to LESSEE.

3. TERM: TERM: The initial term of this lease is for the period commencing on October 1, 2013 and terminating on September 30, 2015. If a crop is still in the ground at the expiration of the lease, LESSEE shall be permitted to extend the lease on a month to month term, pro rata until the crop is harvested. Any renewal of this lease shall be for a term of two (2) years, commencing on October 1, and ending on September 30 plus two (2) years.

4. LESSOR’S OBLIGATIONS: LESSOR agrees to the following at its expense:

   a. To pay all property taxes and water assessments.

   b. To provide for a credit when the lease amount in the years when irrigation water is short of 2.5 acre-feet per acre.

   c. To reimburse LESSEE for any crop losses caused by future development of the property by LESSOR.

5. LESSEE’S OBLIGATIONS: LESSEE agrees to the following at its expense:

   a. To exercise usual and customary farming practices and pay for all farming expenses.

   b. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.

   c. To use diligence and follow approved practices in preventing the noxious weeds from going to seed on the farm.

   d. To cooperate with LESSOR when recreational or water re-use activity begins.

REAL ESTATE LEASE AGREEMENT

6. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be used for recreational use or as a wastewater land application site and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon the Property and terminate the lease early and the payment of the value of the crops growing upon the property shall be considered the liquidated damages for the early termination of the lease.

7. WARRANTIES: There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.

8. INSURANCE: LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be $2,000,000.00 general aggregate and $1,000,000.00 each occurrence.

9. ALTERATIONS AND IMPROVEMENTS: No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.

10. ENTRY BY LESSOR: LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.

11. INDEMNIFICATION: LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.

12. RENEGOTIATION OF LEASE TERMS: Either party may request in writing, a renegotiation of the lease terms on or July 31 of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the LESSOR may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.

13. TIME OF ESSENCE AND DEFAULT: Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at

REAL ESTATE LEASE AGREEMENT

its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

14. RENEWALS: LESSEE shall have the first right to renew this lease for additional two (2) year periods, subject to the provisions of paragraph 12, by giving written notice of renewal at least ninety (90) days before September 30 of the year in which the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.

15. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.

16. USE OF PROPERTY: LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.

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

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

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

City of Kuna, Idaho
c/o Gordon N. Law
Post Office Box 13
Kuna, Idaho 83634;

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

Provost Farms, LLC.
Michael Provost
21010 Peckham Road
Greenhurst, Idaho 83626-8941

REAL ESTATE LEASE AGREEMENT

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

DATED this _______ day of _______________, 2012.

LESSOR:

____

City of Kuna, Idaho

By__________________________________

W. Greg Nelson

Its __________________________________

Mayor

ATTEST:

____

Clerk of _____________________________

LESSEE:

By__________________________________

Provost Farms, LLC.

Its__________________________________

Managing Member

WITNESS:

____

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

PROCLAMATION

APRIL 2013 AS GRANGE MONTH

American Values. Hometown Roots.

WHEREAS, the National Grange of the Order of Patrons of Husbandry is celebrating 145 years of service to America; and

WHEREAS, the service through educational efforts of the Grange and its members have aided innumerable people, both in and out of the Order, to reach their full potential as leaders and people; and

WHEREAS, Grange members have performed uncountable hours of service projects to improve their communities and to better the lives of their fellow citizens; and

WHEREAS, the service of non-partisan legislative advocacy of the Grange through the unified efforts of its membership have immeasurably benefited local communities and our nation as a whole; and

WHEREAS, the fellowship and family atmosphere of the Grange have served millions of Americans by strengthening the social connections through a multitude of activities, and

WHEREAS, Grangers are supportive of agriculture, rural America, and American Values as these form the bedrock of American society; and

WHEREAS, the Grange continues to serve every American through our Hometown roots; therefore be it

RESOLVED, that I proclaim April as Grange month for the year 2013. As we celebrate our history, we are positive and enthused about our future and every Community Grange will open their doors to their community with pride.

Proclaimed this day by:

Edward L. Luttrell, President
The National Grange

Attest:

Judy Sherrod

Judy Sherrod, Secretary
The National Grange