



# **CITY OF KUNA**

**P. O. BOX 13  
KUNA, ID 83634**

**Telephone (208) 922-5546 Fax (208) 922-5989**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

## **December 17, 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 CITY COUNCIL MEETING  
AGENDA  
TUESDAY, DECEMBER 17, 2013  
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

**7:00 P.M. REGULAR CITY COUNCIL**

**Call to Order and Roll Call**

**Invocation:** Chris Bent, Calvary Chapel

**Pledge of Allegiance:** Mayor Nelson

**Special Presentation** – Recognition of Union Pacific Railroad Safety Initiative Contest Winners

**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 December 3, 2013 Joint School Board Meeting
2. Minutes of December 3, 2013 Regular Meeting

**B. Accounts Payable Dated December 17, 2013 in the Amount of \$191,525.50**

**C. Alcohol Licenses:**

**D. Resolutions:**

1. Approve Resolution R54-2013 to Award Well 11 Test Well Bid to Post Drilling Inc. in the Amount of \$97,765.00
2. Approve Resolution R55-2013 Osprey Ridge DBTV CBH Assignment

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE  
ASSIGNMENT OF A CERTAIN NUMBER OF OSPREY RIDGE DEVELOPMENT  
SEWER CONNECTIONS NOW OWNED BY DBTV AGRICULTURAL  
HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

(“ASSIGNOR”) TO COREY BARTON HOMES, INC. AND IDAHO CORPORATION DBA CBH HOMES (“ASSIGNEE”).

3. Approve Resolution R56-2013 Charitable Contribution DBTV1

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE LETTER TO DBTV AGRICULTURAL HOLDINGS, LLC EXPRESSING THE CITY’S APPRECIATION FOR THE CHARITABLE DONATION OF \$135,000.00 ON DECEMBER 31, 2013 BY DBTV AGRICULTURAL HOLDINGS, LLC.

4. Approve Resolution R57-2013 Charitable Contribution DBTV2

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE LETTER TO DBTV AGRICULTURAL HOLDINGS, LLC EXPRESSING THE CITY’S APPRECIATION FOR THE CHARITABLE DONATION OF \$262,642.00 ON NOVEMBER 15, 2013 BY DBTV AGRICULTURAL HOLDINGS, LLC.

E. Findings of Fact, Conclusions of Law and Order

1. 13-02-RZ Boise Project Board of Control – Rezone

**2. Citizen’s Reports or Requests:**

**3. Old Business:**

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

**5. New Business:**

A. 13-03-LLA (Lot Line Adjustment) Kuna Cave Storage – Troy Behunin, Senior Planner

Lete Family Revocable Trust intends to place a self-storage campus on site, among other commercial development on the remaining property in the future. Applicant requests approval for a lot line adjustment for the boundary line between two properties they own to conform to City Code (KCC 5-3-2) which states a self-storage facility in the C-1 zone may only be up to five acres in size.

B. Appointment of Joan Gay to the Planning and Zoning Commission – Wendy Howell, P&Z Director

C. Consideration to Approve Resolution No. R58-2013 Adopting New Water Fees – Gordon Law, City Engineer

A RESOLUTION AMENDING PORTIONS OF RESOLUTION 18-2013 THAT: SET FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND

MONTHLY WATER SERVICE RATES; ESTABLISHED FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHED WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDED FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SET FORTH MINIMUM LINE SIZES; REPEALED FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

- D. Approve Resolution No. R59-2013 Adopting New Sewer Fees – Gordon Law, City Engineer

A RESOLUTION AMENDING CERTAIN SECTIONS OF RESOLUTION R25-2008 THAT: SET FORTH THE AUTHORITY FOR ADOPTING SEWER FEES; ESTABLISHED FEES FOR CONNECTING TO SEWER SYSTEM; ESTABLISHED MONTHLY SEWER USE FEES THAT ARE NOW AMENDED WITH SEWER RATE CHANGES FOR ALL CUSTOMERS; SET FORTH MINIMUM LINE SIZES; PROVIDED METHOD OF COMPUTING USER EQUIVALENT; REPEALING FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

- E. Resolution No. R60-2013 LID Oxnam – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO AND KEY BANK, NA, WHEREIN KEY BANK, NA IS PURCHASING THE SIXTY (60) EQUIVALENT DWELLING UNITS (“EDU’S”) ORIGINALLY ASSIGNED TO PARCEL NO. 51430336400.

- F. Resolution No. R61-2013 LID Hopkins – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO AND KEY BANK, NA, WHEREIN KEY BANK, NA IS PURCHASING THE FOUR HUNDRED SIXTY SIX (466) EQUIVALENT DWELLING UNITS (“EDU’S”) ORIGINALLY ASSIGNED TO PARCEL NO. 51336233700 AND PARCEL NO. 51336244200.

## 6. Ordinances:

- A. **First Reading of Ordinance No. 2013-24 2014 International Building Codes**

*Consideration to dispense with full reading and three consecutive readings.*

*Consideration to approve ordinance.*

*Consideration to approve a summary publication of the ordinance.*

AN ORDINANCE OF THE CITY OF KUNA, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, REPEALING ORDINANCE NO. 2010-31 AND ADOPTING THE CURRENT VERSIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL ENERGY CODE, INTERNATIONAL

MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, TOGETHER WITH ANY AMENDMENTS OR REVISIONS TO THE CODES AS MADE BY THE IDAHO BUILDING CODE BOARD THROUGH THE NEGOTIATED RULEMAKING PROCESS AS ADOPTED, AND APPROVED BY THE STATE OF IDAHO; PROVIDING SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2014.

- B. *First Reading of Ordinance No. 2013-25 Merlin Pointe Subdivision Annexation***  
*Consideration to dispense with full reading and three consecutive readings.*  
*Consideration to approve ordinance.*  
*Consideration to approve a summary publication of the ordinance.*

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, IDENTIFIED BY PARCEL NUMBERS R0615254601 AND S1324449005 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY AS C-1 NEIGHBORHOOD COMMERCIAL DISTRICT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

**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  
CITY COUNCIL AND KUNA SCHOOL BOARD  
JOINT MEETING MINUTES**

**TUESDAY, DECEMBER 3, 2013 at 6:00 P.M.**

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

**WORK SESSION – 6:00 P.M.**

**Kuna City Mayor & Council:**

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

**Kuna School Board of Trustees:**

Carl Ericson  
Sallie Ann McArthur  
Ginny Greger  
Royleen Anderson

**City Staff:**

Richard Roats, City Attorney  
Gordon Law, City Engineer  
Bobby Withrow, Parks Supervisor  
Brenda Bingham, City Clerk

**Superintendent & District Staff:**

Wendy Johnson, Superintendent  
Devan DeLashmutt, Asst. Superintendent & IT  
Coordinator  
Bryan Fletcher, Business Manager

1 **Others in attendance:** Sabrina Anderson, ACHD; Pat Jones, Mark Barnes, Kuna Melba News  
2 Editor

3  
4  
5 1. Welcome and Introductions

6  
7 Mayor Nelson welcomed everyone at 6:15 p.m. Introductions were made reflecting the  
8 above individuals in attendance.

9  
10 2. City Projects – Kuna Recreation District (*Timestamp 00:01:40*)

11  
12 After a consultant is hired for the Community Pool/Recreation Facility Feasibility Study  
13 the City will begin working on a Recreation District. The Recreation District will be the  
14 same size as the School District with the exception of the two mile stretch in Meridian.  
15 The role of the consultant is to interview the community to receive input on the project  
16 and to review the financial status of the City. An election will be held in March 2014.

17  
18 3. City Projects – Boys & Girls Club, Swimming Pool and YMCA

19  
20 The City is working on hiring a consultant to do a feasibility study for a community pool  
21 and recreation facility. The consultant will interview the community, check out the  
22 financial status and will determine the cost of the project. The plan is to build the  
23 swimming pool and then for the YMCA to operate it.

24  
25 4. New Construction (*Timestamp 00:10:14*)

1  
2 Since the last meeting, 37 new homes have been built and Ridley's plan to open on the  
3 16<sup>th</sup> of December. Additional businesses are planning to build in the spring.  
4

5 5. High-Five Grant Discussion (*Timestamp 00:12:43*)  
6

7 Blue Cross is currently in town doing interviews to learn how the public feels about  
8 recreation, bicycling, physical education in the schools, etc. The plan is to implement  
9 educational programs to encourage children to be more active. The City will be hiring  
10 someone to be over the Recreation District.  
11

12 6. Mental Health Discussion (*Timestamp 00:17:19*)  
13

14 Mayor Nelson held a meeting with a group of mental health professionals and learned  
15 individuals needing counseling do not want to be seen entering facilities providing mental  
16 health services. To provide more services on a local basis, ideas are being explored to  
17 provide services in a facility that would be more discrete. Funding is being checked into  
18 to see about providing services at a reduced rate.  
19

20 7. Community Garden Discussion (*Timestamp 00:26:54*)  
21

22 Plans are being made for students to be involved with growing trees for the school and  
23 city on 3 acres of school owned property under the direction of Layne Saxton. The  
24 existing community garden across from city hall was very successful this year and will  
25 continue for next year.  
26

27 8. Farmers Market Discussion (*Timestamp 00:21:13*)  
28

29 The Farmers Market is not doing well possibly due to location, not selling to the school,  
30 higher prices etc. so the Mayor will schedule a meeting to discuss these concerns.  
31

32 9. School Enrollment (*Timestamp 00:38:38*)  
33

34 Superintendent, Wendy Johnson, reported 5,117 students are enrolled in school as of  
35 today. Enrollment for the beginning of August was projected at 5,105 children. Last  
36 year's enrollment was 5,010 students. No projections have been made yet for next year's  
37 enrollment.  
38

39 10. Cathy Gealy's After School Program (*Timestamp 00:33:55*)  
40

41 Superintendent Johnson reported a grant was received to target students needing after  
42 school assistance. As a result, the school was able to hire Cathy Gealy to run the After  
43 School Program to involve the children in a variety of fun projects. The program is very  
44 successful and all the children are enjoying it.  
45

46 11. Christmas Parade, Lighting Christmas Trees and Caroling (*Timestamp 00:37:36*)  
47

1 Kuna Chamber of Commerce will be holding the Christmas Night Light Parade at 6 p.m.  
2 on December 14. At the conclusion of the parade, there will be caroling by the 6<sup>th</sup> Grade  
3 Choir and Band followed by a tree lighting ceremony at the city park. There will also be  
4 a carnival at the Old Gym.  
5

6 12. Safe Routes to School Discussion (*Timestamp 00:39:49*)  
7

8 Concern was expressed on the lighting during the winter months along Linder between  
9 Hubbard and Deer Flat. A child was recently hit by a car in the area but it was mostly  
10 due to overgrown bushes.  
11

12 The Mayor reported plans are being made to connect bike paths to the schools and for  
13 improving sidewalks. Lighting and removal of bushes will be reviewed.  
14

15 Sabrina Anderson with ACHD reported they visited the area and all the side streets were  
16 lighted. She stated it is a city issue and suggested the lights be checked to make sure they  
17 are all working properly. Overgrown vegetation was noted at the corner of Linder and  
18 Ardell on common areas so the HOA would need to be contacted.  
19

20 Ms. Anderson also reported that a safe route school request has not been submitted from  
21 the school district for the past three years and encouraged them to do so.  
22

23 The school reported they are working on this issue along with constantly teaching the  
24 children to make safe choices. The school transportation department will work on the  
25 concerns.  
26

27 **8. Adjournment**  
28

29 The next meeting will be held at 6:00 p.m. on March 11, 2014 at the School District Office.  
30 The meeting adjourned at 7:06 p.m.  
31  
32  
33  
34

35 \_\_\_\_\_  
36 W. Greg Nelson, Mayor

37 ATTEST:  
38  
39

40 \_\_\_\_\_  
41 Brenda S. Bingham, City Clerk

42 *Minutes prepared by Brenda Bingham*

43 *Date Approved: CCM 12/17/13*  
44  
45

46 ***An audio recording of this meeting is available at City Hall upon request or it can be***  
47 ***accessed at the City of Kuna website [www.kunacity.id.gov](http://www.kunacity.id.gov).***  
48



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**CITY OF KUNA**  
**REGULAR CITY COUNCIL MEETING**  
**MINUTES**  
**TUESDAY, DECEMBER 3, 2013**  
**Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

**7:00 P.M. REGULAR CITY COUNCIL**

**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  
Gordon Law, City Engineer  
John Marsh, City Treasurer  
Wendy Howell, Planning & Zoning Director  
Troy Behunin, Sr. Planner  
Bobby Withrow, Parks & Rec Superintendent  
Brenda Bingham, City Clerk

**Call to Order and Roll Call**

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

**Invocation:** Stan Johnson, Kuna Life Church

**Pledge of Allegiance:** Mayor Nelson

**Amend Agenda** (Timestamp 00:01:30)

Consideration to amend the agenda to include the following two items:

- Consent Agenda, item 1C1, New Alcohol License for Ridley's Food Corporation, 1403 N. Meridian Road, Off Premise Beer and Off Premise Wine
- Agenda item 5D, Resolution R53-2013 Change of Water Right Ownership

Staff was notified of the request on Monday, December 2, 2013.

1 Council Member Stear moved to amend the agenda to include Consent Agenda item 1C1  
2 alcohol license for Ridley’s Food Corporation and item 5D Resolution R53-2013 Change of  
3 Water Right Ownership. Seconded by Council Member Buban-Vonder Haar, all voting aye.  
4 Motion carried 4-0.

5  
6 **1. Consent Agenda:** *(Timestamp 00:02:13)*

7  
8 *All items listed under the Consent Agenda are considered to be routine and are acted on with*  
9 *one motion by the City Council. There will be no separate discussion on these items unless*  
10 *the Mayor, Council Member, or City Staff requests an item to be removed from the Consent*  
11 *Agenda for discussion. Items removed from the Consent Agenda will be placed on the*  
12 *Regular Agenda under Old Business or as instructed by the City Council.*

13  
14 A. City Council Meeting Minutes:

- 15  
16 1. Minutes of November 19, 2013 Regular Meeting

17  
18 B. Accounts Payable Dated December 3, 2013 in the Amount of \$105,512.19

19  
20 C. Alcohol Licenses:

- 21  
22 1. New Alcohol License for Ridley’s Food Corporation, 1403 N. Meridian Road, Off  
23 Premise Beer and Off Premise Wine

24  
25 D. Resolutions:

26  
27 E. Findings of Facts and Conclusions of Law:

28  
29 City Attorney Roats explained the payment to the New York Irrigation District listed on  
30 the Payment Approval Report may be less than the amount of \$2,400.48 pending  
31 information from the irrigation attorney.

32  
33 Troy Behunin will prepare a report for the next meeting regarding the buffers for the  
34 property south of the new Ridley’s store.

35  
36 **Council Member Stear moved to approve the Consent Agenda and to not exceed the**  
37 **amount of \$2,400.48 for the New York Irrigation District but noting it could be less.**  
38 **Seconded by Council Member Buban-Vonder Haar, all voting aye.**  
39 **Motion carried 4-0.**

40  
41 **2. Citizen’s Reports or Requests:**

42  
43 **3. Old Business:**

- 44  
45 A. 2014 Kuna Days Firework Donation Discussion *(Timestamp 00:04:54)*  
46

1 Council President Cardoza moved to add another \$2,000 from the Contingency  
2 Fund to Kuna Days to be used for the fireworks making a total of \$7,000 with the  
3 understanding that any grant received for the fireworks would replenish the  
4 Contingency Fund. Seconded by Council Member Stear with the following roll call  
5 vote:

6 Voting Yes: Council Members Cardoza, Hoiland, Buban-Vonder Haar and Stear

7 Voting No: None

8 Absent: None

9 Motion Carried: 4-0

10  
11 **4. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)

12  
13 A. **13-02-ZC; Boise Project Board of Control** (Bob Carter) – Travis Jeffers, Planning  
14 Technician (*Timestamp 00:11:23*)

15  
16 Request by Boise Project Board of Control, for a rezone of approximately 1.4 acres  
17 located at the northwest corner of N School Road and W Avalon Street in Kuna.

18 The rezone would change the current zoning from R-6 (Medium-Low Density  
19 Residential) to C-1 (Neighbor Business District).

20  
21 Travis Jeffers, Planning Technician, explained the request as stated above.

22  
23 Mayor Nelson opened the public hearing at 7:27 p.m. reporting no one signed the list to  
24 testify. An invitation was extended to the audience to make public comment.

25  
26 SUPPORT

27  
28 None

29  
30 NEUTRAL

31  
32 None

33  
34 OPPOSE

35  
36 None

37  
38 There being no testimony offered, Mayor Nelson closed the Public Hearing at 7:28 p.m.

39  
40 **Council Member Stear moved to approve case no. 13-02-ZC rezone request by Boise**  
41 **Project Board of Control with the Conditions of Approval listed in the packets.**  
42 **Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried**  
43 **4-0.**

44  
45 **5. New Business:**

46  
47 A. Resolution R52-2013 Water Right – Richard Roats, City Attorney (*Timestamp 00:15:52*)

1  
2 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY  
3 ENGINEER TO EXECUTE THE APPLICATION FOR AMENDMENT OF A PERMIT  
4 WITH THE IDAHO DEPARTMENT OF WATER RESOURCES TO AMEND PERMIT  
5 NO. 63-31741 TO PERMIT TWO ADDITIONAL POINTS OF DIVERSION.  
6

7 **Council Member Buban-Vonder Haar moved to approve Resolution No. R52-2013.**  
8 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**  
9

10 B. 2014 Project Report (No Action Needed) (*Timestamp 00:19:00*)  
11

12 For information of Council only – no action required.  
13

14 C. Review Comprehensive Plan Amendment Section 6.0 Land Use (*Timestamp 00:20:23*)  
15

16 Wendy Howell, P&Z Director, asked for comments and edits on the Plan. No action was  
17 necessary at this time.  
18

19 D. Resolution No. R53-2013 (*Timestamp 00:22:12*)  
20

21 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY  
22 ENGINEER TO EXECUTE THE NOTICE OF CHANGE IN WATER RIGHT  
23 OWNERSHIP WITH THE IDAHO DEPARTMENT OF WATER RESOURCES TO  
24 AMEND PERMIT NO. 63-3009 AND PERMIT NO. 63-10228 TO CHANGE THE  
25 OWNER FROM TRAILBRIDGE, LLC TO THE CITY OF KUNA, IDAHO  
26

27 **Council Member Stear moved to approve Resolution No. R53-2013. Seconded by**  
28 **Council President Cardoza, all voting aye. Motion carried 4-0.**  
29

30 **6. Ordinances:**  
31

32 **7. Mayor/Council Discussion Items:** (*Timestamp 00:23:54*)  
33

34 The Mayor mentioned there has not been an adjustment on the water or sewer system since  
35 2007 and suggested a \$.50 consideration be given.  
36

37 The City Engineer has been asked to make adjustments to lower the building permit fees.  
38

39 Mayor Nelson will be attending the Gateway West Sub-committee meeting this Thursday.  
40

41 Feasibility Study Committee Meeting tomorrow at 1:00 p.m.  
42

43 Discussion on chamber checks for employees or turkey/ham vouchers. Put on next agenda  
44 for discussion.  
45

46 **8. Announcements:**  
47

1 **9. Executive Session:**

2  
3 A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(f) for the Purpose of  
4 Discussing Pending Litigation – Local Improvement District (LID) (*Timestamp 00:29:00*)

5  
6 **Council Member Buban-Vonder Haar moved to adjourn into an Executive Session**  
7 **pursuant to Idaho Code 67-2345(f) for the purpose of discussing pending litigation.**  
8 **Seconded by Council Member Stear with the following roll call vote:**

9 **Voting Aye: Council Members Cardoza, Hoiland, Buban-Vonder Haar and Stear**

10 **Voting No: None**

11 **Absent: None**

12 **Motion Carried: 4-0**

13 **Time: 7:41 p.m.**

14  
15 **Council Member Stear moved to adjourn from Executive Session which had been**  
16 **called pursuant to Idaho Code 67-2345(f). Seconded by Council President Cardoza,**  
17 **all voting aye. Motion carried 4-0.**

18  
19 **10. Adjournment:**

20  
21 Council Member Stear moved to adjourn the meeting at 8:00 p.m.

22  
23  
24  
25  
26  
27 \_\_\_\_\_  
28 W. Greg Nelson, Mayor

29  
30 ATTEST:

31  
32  
33 \_\_\_\_\_  
34 Brenda S. Bingham, City Clerk

35  
36  
37 *Minutes prepared by Brenda Bingham*

38 *Date Approved: CCM12/17/13*

39  
40  
41  
42  
43  
44  
45  
46 *An audio recording of this meeting is available at City Hall upon request or it can be*  
47 *accessed at the City of Kuna website [www.kunacity.id.gov](http://www.kunacity.id.gov).*



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
<b>A COMPANY, INC. - BOI</b>												
1463	A COMPANY, INC. - BOI	B-198545		PORT-O-POTTY RENT, WINCHESTER/SUTTER'S MILL, NOV '13 - PARKS	11/17/2013	40.98	.00	01-6212 RENT-EQUIPMENT	1004	11/13		
1463	A COMPANY, INC. - BOI	B-198581		PORT-O-POTTY RENT, SEGO PRAIRIE, NOV '13 - PARKS	11/17/2013	62.68	.00	01-6212 RENT-EQUIPMENT	1004	11/13		
1463	A COMPANY, INC. - BOI	B-198696		PORT-O-POTTY RENT, NOV '13 - FARM	11/17/2013	90.50	.00	21-6090 FARM EXPENDITURES	0	11/13		
Total A COMPANY, INC. - BOI:							194.16	.00				
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	11/2013		ACHD IMPACT FEE TRANSFER NOV '13	12/02/2013	20,524.00	.00	01-2510 ACHD IMPACT FEE TRANSFER	0	11/13		
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):							20,524.00	.00				
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	12/13		PROSECUTORIAL SERVICES DECEMBER 2013	12/02/2013	4,075.92	.00	01-6203 PROSECUTORIAL SERVICES	0	12/13		
Total ADA COUNTY PROSECUTING ATTORNE:							4,075.92	.00				
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	11/13		NOVEMBER 2013 SHERIFF SERVICES	12/02/2013	126,579.56	.00	01-6000 LAW ENFORCEMENT SERVICES	0	11/13		
Total ADA COUNTY SHERIFF'S OFFICE:							126,579.56	.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
	Total ASSOCIATION OF IDAHO CITIES:					100.00	.00	01-6155 MEETINGS/COMMITTEES	0	12/13		
	<b>AUTOZONE, INC.</b>					100.00	.00					
1606	AUTOZONE, INC.	4126381753		FABRIC/VEHICLE AIR FRESHENERS, TRK #19 PREVIOUSLY USED BY D. BROWNFIELD, NOV '13 - WATER	11/25/2013	14.98	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/13		
	Total AUTOZONE, INC.:					14.98	.00					
	<b>CASELLE INC</b>					287.41	.00	01-6052 CONTRACT SERVICES	0	11/13		
1239	CASELLE INC	53368		MONTHLY SOFTWARE SUPPORT FOR NOV '13 - ADMIN	11/01/2013	287.41	.00	01-6052 CONTRACT SERVICES	1003	11/13		
1239	CASELLE INC	53368		MONTHLY SOFTWARE SUPPORT FOR NOV '13 - P & Z	11/01/2013	95.84	.00	01-6052 CONTRACT SERVICES	1003	11/13		
1239	CASELLE INC	53368		MONTHLY SOFTWARE SUPPORT FOR NOV '13 - WATER	11/01/2013	235.14	.00	20-6052 CONTRACT SERVICES	0	11/13		
1239	CASELLE INC	53368		MONTHLY SOFTWARE SUPPORT FOR NOV '13 - SEWER	11/01/2013	306.99	.00	21-6052 CONTRACT SERVICES	0	11/13		
1239	CASELLE INC	53368		MONTHLY SOFTWARE SUPPORT FOR NOV '13 - P.I.	11/01/2013	99.62	.00	25-6052 CONTRACT SERVICES	0	11/13		
1239	CASELLE INC	54068		MONTHLY SOFTWARE SUPPORT FOR DEC '13 - ADMIN	12/01/2013	287.41	.00	01-6052 CONTRACT SERVICES	0	12/13		
1239	CASELLE INC	54068		MONTHLY SOFTWARE SUPPORT FOR DEC '13 - P & Z	12/01/2013	95.84	.00	01-6052 CONTRACT SERVICES	1003	12/13		

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	54068		MONTHLY SOFTWARE SUPPORT FOR DEC '13 - WATER	12/01/2013	235.14	.00	20-6052 CONTRACT SERVICES	0	12/13		
1239	CASELLE INC	54068		MONTHLY SOFTWARE SUPPORT FOR DEC '13 - SEWER	12/01/2013	306.99	.00	21-6052 CONTRACT SERVICES	0	12/13		
1239	CASELLE INC	54068		MONTHLY SOFTWARE SUPPORT FOR DEC '13 - P.I.	12/01/2013	99.62	.00	25-6052 CONTRACT SERVICES	0	12/13		
Total CASELLE INC:							2,050.00	.00				
<b>CENTURYLINK</b>												
62	CENTURYLINK	11/13		TELEPHONE NOV '13 - SR CTR	11/25/2013	49.27	.00	01-6255 TELEPHONE	1001	11/13		
62	CENTURYLINK	11/13		TELEPHONE NOV '13 - WATER	11/25/2013	50.27	.00	20-6255 TELEPHONE EXPENSE	0	11/13		
62	CENTURYLINK	11/13		TELEPHONE NOV '13 - SEWER	11/25/2013	65.64	.00	21-6255 TELEPHONE EXPENSE	0	11/13		
62	CENTURYLINK	11/13		TELEPHONE NOV '13 - P.I.	11/25/2013	21.30	.00	25-6255 TELEPHONE EXPENSE	0	11/13		
Total CENTURYLINK:							186.48	.00				
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	605528		WINTER UNIFORM PANTS, JACKET, WATER, NOV '13 - C. ARMSTRONG	11/14/2013	341.95	.00	20-6285 UNIFORMS EXPENSE	0	11/13		
75	D & B SUPPLY	607529		WINTER UNIFORM COVERALLS, VEST, COAT, WATER, NOV '13 - C. DEYOUNG	11/21/2013	432.94	.00	20-6285 UNIFORMS EXPENSE	0	11/13		
Total D & B SUPPLY:							774.89	.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
	Total FIRE EXTINGUISHER CO., INC:				12/06/2013	153.69	.00	01-6140 MAINT. & REPAIR BUILDING	1001	12/13		
	HACH COMPANY	8585032	1152	CERTIFICATION, ALSO HOOD SYSTEM INSPECTION, SR. CENTER, DEC '13 - VENDOR REQUEST	11/22/2013	3,293.75	.00	21-6175 SMALL TOOLS	0	11/13		
	Total HACH COMPANY:					3,293.75	.00					
	HD SUPPLY WATERWORKS LTD	B789348		1 EA COUPLING FOR BUTLER P.I. PROJECT, P.I., NOV '13	11/22/2013	149.05	.00	25-6020 CAPITAL IMPROVEMENTS	0	11/13		
	HD SUPPLY WATERWORKS LTD	B799106		CREDIT FOR ITEMS RETURNED FROM BUTLER P.I. PROJECT, P.I., NOV '13	11/26/2013	-29.90	.00	20-6020 CAPITAL IMPROVEMENTS	0	11/13		
	Total HD SUPPLY WATERWORKS LTD:					119.15	.00					
	HDR ENGINEERING, INC.	00120900-B		NPDES PERMIT RENEWAL CONSULTANT SVCS	12/03/2013	9,284.00	.00	21-6202 PROFESSIONAL SERVICES	0	12/13		
	Total HDR ENGINEERING, INC.:					9,284.00	.00					
	IDAHO HUMANE SOCIETY	12/13		CONTRACT SERVICES - DECEMBER 2013	12/11/2013	4,537.67	.00	01-6005 ANIMAL CONTROL SERVICES	0	12/13		
	Total IDAHO HUMANE SOCIETY:					4,537.67	.00					

IDAHO NURSERY & LANDSCAPE ASSOCIATION

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
1261	IDAHO NURSERY & LANDSCAPE ASSOCIATION	12/13		REGISTRATION FOR N. PURKEY & B. WITHROW TO ATTEND 2014 EXPO - PARKS	12/11/2013	295.00	.00	01-6285 TRAINING & SCHOOLING	1004	12/13		
Total IDAHO NURSERY & LANDSCAPE ASSOCIATION:												
						295.00	.00					
<b>IDAHO TOOL &amp; EQUIPMENT, INC.</b>												
1667	IDAHO TOOL & EQUIPMENT, INC.	1341231-001-0	1188	TORQUE MULTIPLIER FOR SEWER, DEC '13 - T. SHAFFER	12/03/2013	399.95	.00	21-6175 SMALL TOOLS	0	12/13		
Total IDAHO TOOL & EQUIPMENT, INC.:												
						399.95	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	12/13		DECEMBER 2013 (OCT 29-DEC 2)-SEWER	12/05/2013	1,011.89	.00	21-6290 UTILITIES EXPENSE	0	12/13		
Total INTERMOUNTAIN GAS CO:												
						1,011.89	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A61860	1131	4 EA. SCOTCH BRITE PADS (M. NADEAU)	11/22/2013	8.00	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/13		
499	KUNA LUMBER	A61919	1119	PI PROJECT (6) 80LB. BAGS OF CONCRETE, ROBBY FORD	11/05/2013	22.74	.00	25-6150 MAINT. & REPAIRS- SYSTEM (PI)	0	12/13		
499	KUNA LUMBER	A62378	1160	REPAIR PROJECT-WATER AND ELECTRIC CONNECTION, CAREY KNIGHT	11/21/2013	28.80	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/13		
499	KUNA LUMBER	A62528	1178	(2) 16'X100' PLASTIC SHEETS, DUMPSTER LINING, UTILITY KNIFE, MIKE NADEAU	11/27/2013	132.28	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/13		
499	KUNA LUMBER	A62675	1186	SUPPLIES TO MAKE TREATMT PLANT VEHICLE KEY RACK;28 HOOKS, NUMBERS, BOARD END, PARKS, DEC '13 - B. WITHROW	12/03/2013	3.36	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	12/13		
499	KUNA LUMBER	A62675	1186	SUPPLIES TO MAKE TREATMT PLANT VEHICLE KEY RACK;28 HOOKS, NUMBERS, BOARD								

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
499	KUNA LUMBER	A62675	1186	END. WATER, DEC '13 - B. WITHROW	12/03/2013	4.23	.00	20-6305. VEHICLE MAINTENANCE & REPAIRS	0	12/13		
499	KUNA LUMBER	A62675	1186	SUPPLIES TO MAKE TREATMT PLANT VEHICLE KEY RACK;28 HOOKS, NUMBERS, BOARD END, SEWER, DEC '13 - B. WITHROW	12/03/2013	4.24	.00	21-6305. VEHICLE MAINTENANCE & REPAIRS	0	12/13		
499	KUNA LUMBER	A62675	1186	SUPPLIES TO MAKE TREATMT PLANT VEHICLE KEY RACK;28 HOOKS, NUMBERS, BOARD END, P.L., DEC '13 - B. WITHROW	12/03/2013	1.61	.00	25-6305. VEHICLE MAINTENANCE & REPAIR	0	12/13		
Total KUNA LUMBER:							205.26	.00				
43	KUNA TRUE VALUE HARDWARE	112713	1177	EXTENSION CORD, UTILITY KNIVES, VALVE, COUPLER, WATER BOX, DUCT TAPE, ZIP TIES, TRASH BAGS, AA BATTERIES, PARKS DEPT MAINT. AND TOOLS, BOBBY WITHROW	11/27/2013	69.99	.00	01-6142. MAINT. & REPAIR - EQUIPMENT	1004	12/13		
43	KUNA TRUE VALUE HARDWARE	112713	1177	EXTENSION CORD, UTILITY KNIVES, VALVE, COUPLER, WATER BOX, DUCT TAPE, ZIP TIES, TRASH BAGS, AA BATTERIES, PARKS DEPT MAINT. AND TOOLS, BOBBY WITHROW	11/27/2013	31.77	.00	01-6140. MAINT. & REPAIR BUILDING	1004	12/13		
43	KUNA TRUE VALUE HARDWARE	112713	1177	3 EA SNAP KNIVES, PARKS, NOV '13 - B. WITHROW	11/27/2013	2.97	.00	01-6175. SMALL TOOLS	1004	12/13		
43	KUNA TRUE VALUE HARDWARE	112713	1177	EXTENSION CORD, UTILITY KNIVES, VALVE, COUPLER, WATER BOX, DUCT TAPE, ZIP TIES, TRASH BAGS, AA BATTERIES, PARKS DEPT MAINT. AND TOOLS, BOBBY WITHROW	11/27/2013	75.99	.00	01-6150. MAINTENANCE & REPAIRS - SYSTEM	1004	12/13		

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 KUNA TRUE VALUE HARDWARE:												
						180.72	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800083189		4 REPLACEMENT TIRES, TRK #9, NOV '13 - PARKS	11/20/2013	638.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	11/13		
Total LES SCHWAB TIRES:												
						638.00	.00					
<b>NORCO, INC.</b>												
222	NORCO, INC.	12536658		2 EA CYLINDER REFILLS, NOV '13 - PARKS	11/30/2013	4.65	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/13		
222	NORCO, INC.	12536658		2 EA CYLINDER REFILLS, NOV '13 - WATER	11/30/2013	5.86	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/13		
222	NORCO, INC.	12536658		2 EA CYLINDER REFILLS, NOV '13 - SEWER	11/30/2013	5.86	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	11/13		
222	NORCO, INC.	12536658		2 EA CYLINDER REFILLS, NOV '13 - P.I.	11/30/2013	2.23	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/13		
Total NORCO, INC.:												
						18.60	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	557988		ALARM MONITOR, CEDAR SNOWHAWK, RADIO DANSKIN, #3.5.6 - DEC '13	12/01/2013	207.57	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	12/13		
1021	PEAK ALARM COMPANY, INC	557988		ALARM MONITOR WELL #2, SEGO PRAIRIE - DEC '13	12/01/2013	30.55	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	12/13		
Total PEAK ALARM COMPANY, INC:												
						238.12	.00					
<b>RICOH USA, INC. (FINANCE)</b>												

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
1448	RICOH USA, INC. (FINANCE)	91164202		COPIER LEASE, NOV '13 - WATER	01/16/2013	38.35	.00	20-6212 RENT - EQUIPMENT	0	11/13		
1448	RICOH USA, INC. (FINANCE)	91164202		COPIER LEASE, NOV '13 - SEWER	01/16/2013	45.64	.00	21-6212 RENT - EQUIPMENT	0	11/13		
1448	RICOH USA, INC. (FINANCE)	91164202		COPIER LEASE, NOV '13 - P.I.	01/16/2013	15.96	.00	25-6212 RENT - EQUIPMENT	0	11/13		
1448	RICOH USA, INC. (FINANCE)	91374701		COPIER LEASE, DEC '13 - WATER	12/06/2013	40.27	.00	20-6212 RENT - EQUIPMENT	0	12/13		
1448	RICOH USA, INC. (FINANCE)	91374701		COPIER LEASE, DEC '13 - SEWER	12/06/2013	47.92	.00	21-6212 RENT - EQUIPMENT	0	12/13		
1448	RICOH USA, INC. (FINANCE)	91374701		COPIER LEASE, DEC '13 - P.I.	12/06/2013	16.76	.00	25-6212 RENT - EQUIPMENT	0	12/13		
Total RICOH USA, INC. (FINANCE):							204.90	.00				
<b>ROGERS MACHINERY COMPANY, INC.</b>												
510	ROGERS MACHINERY COMPANY, INC.	927340	1151	ON SITE REPAIR OF BLOWER UNIT AT NWWTP (M.NADEAU)	11/19/2013	2,164.56	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/13		
Total ROGERS MACHINERY COMPANY, INC.:							2,164.56	.00				
<b>STAPLES ADVANTAGE</b>												
1292	STAPLES ADVANTAGE	8027829228	1156	OFFICE SUPPLIES FOR CITY HALL, 2014 PLANNER FOR CLERK, FILE CABINET FOR GORDON, (KIM RICE)	11/23/2013	32.26	.00	01-6165 OFFICE SUPPLIES	0	11/13		
1292	STAPLES ADVANTAGE	8027829228	1156	1 CS COLORED COPY PAPER FOR P&Z (KIM RICE)	11/23/2013	73.64	.00	01-6165 OFFICE SUPPLIES	1003	11/13		
1292	STAPLES ADVANTAGE	8027829228	1156	INK CARTRIDGE FOR ATTORNEY'S PRINTER (KIM RICE)	11/23/2013	67.46	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/13		
1292	STAPLES ADVANTAGE	8027883492	1163	DAY PLANNER FOR GORDON LAW, KIM RICE	11/30/2013	22.81	.00	21-6165 OFFICE SUPPLIES	0	11/13		

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 STAPLES ADVANTAGE:												
						196.17	.00					
<b>THE JORDEL COMPANY DBA</b>												
1523	THE JORDEL COMPANY DBA	3765	1116	SHIPPING 70LB. PAPER TO OWYHEE PUBLISHING CO FOR KUNAMELBA NEWSPAPER INSERTS, UPRR SAFETY GRANT, CHRIS ENGELS	11/05/2013	38.22	.00	03-6357 EXPENDITURE- UNION PACIFIC	0	12/13		
1523	THE JORDEL COMPANY DBA	3791	1126	INSERTS IN THE KUNA/MELBA NEWS, ARBOR & PARK RANGER CLASSES, CHRIS ENGELS	11/08/2013	130.00	.00	03-6356 EXPENDITURE- ARBORDAY FOUND.	0	12/13		
1523	THE JORDEL COMPANY DBA	3792		GPS SHIPPING FOR M. BORZICK, NOV '13 - WATER	11/08/2013	14.82	.00	20-6175 SMALL TOOLS	0	11/13		
1523	THE JORDEL COMPANY DBA	3792		GPS SHIPPING FOR M. BORZICK, NOV '13 - SEWER	11/08/2013	14.83	.00	21-6175 SMALL TOOLS	0	11/13		
1523	THE JORDEL COMPANY DBA	3792		GPS SHIPPING FOR M. BORZICK, NOV '13 - P.I.	11/08/2013	5.65	.00	25-6175 SMALL TOOLS	0	11/13		
Total THE JORDEL COMPANY DBA:												
						203.52	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:03444726	1200	COFFEE, SUPPLIES, AIR POTS FOR DON BROWNFIELD'S SERVICE, WATER, DEC '13 - D. CROSSLEY	12/06/2013	25.30	.00	20-6155 MEETINGS/COMMI TTEES	0	12/13		
992	TREASURE VALLEY COFFEE	2160:03444726	1200	COFFEE, SUPPLIES, AIR POTS FOR DON BROWNFIELD'S SERVICE, WATER, DEC '13 - D. CROSSLEY	12/06/2013	7.30	.00	21-6155 MEETINGS/COMMI TTEES	0	12/13		
992	TREASURE VALLEY COFFEE	2160:03444726	1200	COFFEE, SUPPLIES, AIR POTS FOR DON BROWNFIELD'S SERVICE, WATER, DEC '13 - D. CROSSLEY	12/06/2013	7.30	.00	25-6155 MEETING/COMMIT TEES	0	12/13		
Total TREASURE VALLEY COFFEE:												
						39.90	.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
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	191178244	1150	US BANK VISA: NEWEGG.COM -PURCHASE ADOBE ACROBAT XI PROFESSIONAL FOR WINDOWS - FULL VERSION - P&Z: (W.HOWELL)	11/19/2013	373.98	.00	01-6175 SMALL TOOLS	1003	12/13		
1444	U.S. BANK (VISA)	21013	1134	ROB FORD WWC1 LICENSE RENEWAL (R.FORD)	11/12/2013	28.00	.00	20-6075 DUES.& MEMBERSHIPS	0	12/13		
1444	U.S. BANK (VISA)	21013	1134	ROB FORD WWC1 LICENSE RENEWAL (R.FORD)	11/12/2013	7.00	.00	25-6075 DUES.& MEMBERSHIPS EXPENSE	0	12/13		
1444	U.S. BANK (VISA)	21013	1134	ROB FORD DWD2 LICENSE RENEWAL (R.FORD)	11/12/2013	35.00	.00	25-6075 DUES.& MEMBERSHIPS EXPENSE	0	12/13		
1444	U.S. BANK (VISA)	23013		RENEW 2 LICENSES FOR T. SHAFFER, NOV '13 - SEWER	11/22/2013	50.00	.00	21-6075 DUES.& MEMBERSHIPS	0	11/13		
1444	U.S. BANK (VISA)	492624	1107	ARBOR DAY GRANT, 500 COLORING BOOKS FOR 3RD GRADERS. CHRIS ENGELS	10/31/2013	509.72	.00	03-6356 EXPENDITURE-ARBOR DAY FOUND.	0	12/13		
Total U.S. BANK (VISA):							1,003.70	.00				
<b>VALLEY REGIONAL TRANSIT</b>												
1669	VALLEY REGIONAL TRANSIT	14159		ANNUAL TRANSIT DUES FOR 2013	11/30/2013	1,000.00	.00	01-6075 DUES.& MEMBERSHIPS	0	12/13		
Total VALLEY REGIONAL TRANSIT:							1,000.00	.00				
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	22222		LOCKBOX. ESTATEMENT. OCT '13 - CITY HALL	10/31/2013	74.50	.00	01-6190 POSTAGE & BILLING	0	10/13		
857	VALLI INFORMATION SYSTEMS, INC	22222		LOCKBOX. ESTATEMENT. OCT '13 - WATER	10/31/2013	103.85	.00	20-6190 POSTAGE & BILLING	0	10/13		
857	VALLI INFORMATION SYSTEMS, INC	22222		LOCKBOX. ESTATEMENT. OCT '13 - SEWER	10/31/2013	135.55	.00	21-6190 POSTAGE & BILLING	0	10/13		

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
857	VALLI INFORMATION SYSTEMS, INC	22222		LOCKBOX_ESTATEMENT_OCT '13 - P.I.	10/31/2013	43.98	.00	25-6190_POSTAGE & BILLING	0	10/13		
857	VALLI INFORMATION SYSTEMS, INC	22458		POSTAGE_ESTATEMENT_NOV '13 - ADMIN	11/20/2013	710.18	.00	01-6190_POSTAGE & BILLING	0	11/13		
857	VALLI INFORMATION SYSTEMS, INC	22458		POSTAGE_ESTATEMENT_NOV '13 - WATER	11/20/2013	989.89	.00	20-6190_POSTAGE & BILLING	0	11/13		
857	VALLI INFORMATION SYSTEMS, INC	22458		POSTAGE_ESTATEMENT_NOV '13 - SEWER	11/20/2013	1,292.11	.00	21-6190_POSTAGE & BILLING	0	11/13		
857	VALLI INFORMATION SYSTEMS, INC	22458		POSTAGE_ESTATEMENT_NOV '13 - P.I.	11/20/2013	419.22	.00	25-6190_POSTAGE & BILLING	0	11/13		
Total VALLI INFORMATION SYSTEMS, INC:							3,769.28	.00				
<b>WASHINGTON LEGAL JOURNAL DBA</b>												
1602	WASHINGTON LEGAL JOURNAL DBA	59685		LEGAL NOTICES_NOV '13 - P & Z	11/01/2013	176.64	.00	01-6125_LEGAL PUBLICATIONS	1003	11/13		
1602	WASHINGTON LEGAL JOURNAL DBA	59685		LEGAL NOTICES_NOV '13 - ADMIN	11/01/2013	202.50	.00	01-6125_LEGAL PUBLICATIONS	0	11/13		
1602	WASHINGTON LEGAL JOURNAL DBA	59685		LEGAL NOTICES_NOV '13 - P.I.	11/01/2013	169.92	.00	25-6125_LEGAL PUBLICATIONS	0	11/13		
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES_DEC '13 - P & Z	12/01/2013	37.44	.00	01-6125_LEGAL PUBLICATIONS	1003	12/13		
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES_DEC '13 - CITY HALL	12/01/2013	55.68	.00	01-6125_LEGAL PUBLICATIONS	0	12/13		
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES_DEC '13 - WATER	12/01/2013	153.00	.00	20-6125_LEGAL PUBLICATIONS	0	12/13		
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES_DEC '13 - WATER	12/01/2013	9.51	.00	20-6125_LEGAL PUBLICATIONS	0	12/13		
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES_DEC '13 - SEWER	12/01/2013	2.75	.00	21-6125_LEGAL PUBLICATIONS EXPENSE	0	12/13		
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES_DEC '13 - P.I.	12/01/2013	2.74	.00	25-6125_LEGAL PUBLICATIONS	0	12/13		

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
1602	WASHINGTON LEGAL JOURNAL DBA	60458		LEGAL NOTICES, DEC '13 - LID	12/01/2013	294.30	.00	22-6125 LEGAL PUBLICATIONS	0	12/13		
Total WASHINGTON LEGAL JOURNAL DBA:												
<b>WATER DEPOSIT REFUNDS #6</b>												
1627	WATER DEPOSIT REFUNDS #6	111470.03		J. SCOVILL, #111470.03 - ACCT OVERPMT	12/02/2013	58.69	.00	99-1075 Utility Cash Clearing	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	166000.02		S. MACALUSO, #166000.02 - WATER DEP REF	12/04/2013	23.34	.00	20-2200 WATER DEPOSITS HELD	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	181880.02		E. HENDEERSON, #181880.02 - ACCT OVERPMT	12/04/2013	74.87	.00	99-1075 Utility Cash Clearing	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	182860.01		S. BALLS, #182860.01 - WATER DEP REF	12/04/2013	70.86	.00	20-2200 WATER DEPOSITS HELD	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	200375.02		B. HALL, #200375.02 - WATER DEP REF	12/04/2013	23.34	.00	20-2200 WATER DEPOSITS HELD	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	220865.02		N. HEISER, #220865.02 - ACCT OVERPMT	12/04/2013	150.35	.00	99-1075 Utility Cash Clearing	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	221155.01		CBH HOMES, #221155.01 - ACCT OVERPMT	12/04/2013	50.09	.00	99-1075 Utility Cash Clearing	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	264780.01		CBH HOMES, #264780.01 - ACCT OVERPMT	12/04/2013	57.11	.00	99-1075 Utility Cash Clearing	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	280190.01		J. MURRAY, #280190.01 - WATER DEP REF	12/02/2013	23.15	.00	20-2200 WATER DEPOSITS HELD	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	280875.02		T. WORTHINGTON, #250875.02 - WATER DEP REF	12/02/2013	13.09	.00	20-2200 WATER DEPOSITS HELD	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	40181.01		L. ALLEN, #40181.01 - WATER DEP REF	12/04/2013	98.20	.00	20-2200 WATER DEPOSITS HELD	0	12/13		
1627	WATER DEPOSIT REFUNDS #6	90350.01		R. BAUER, #90350.01 - ACCT OVERPMT	12/12/2013	154.28	.00	99-1075 Utility Cash Clearing	0	12/13		
Total WATER DEPOSIT REFUNDS #6:												
											797.37	.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
1234	WEX BANK	34334558		FUEL_OCTOBER 2013 - PARKS	09/30/2013	44.10	.00	01-6300 FUEL	1004	10/13		
1234	WEX BANK	34334558		FUEL_OCTOBER 2013 - BLDG INSP	09/30/2013	205.73	.00	01-6300 FUEL	1005	10/13		
1234	WEX BANK	34334558		FUEL_OCTOBER 2013 - STAFF CAR	09/30/2013	52.00	.00	01-6300 FUEL	0	10/13		
1234	WEX BANK	34334558		FUEL_OCTOBER 2013 - WATER	09/30/2013	118.29	.00	20-6300 FUEL	0	10/13		
1234	WEX BANK	34334558		LESS EXCISE TAX_OCTOBER 2013 - PARKS	09/30/2013	-2.32	.00	01-6300 FUEL	1004	10/13		
1234	WEX BANK	34334558		LESS EXCISE TAX_OCTOBER 2013 - BLDG INSP	09/30/2013	-10.31	.00	01-6300 FUEL	1005	10/13		
1234	WEX BANK	34334558		LESS EXCISE TAX_OCTOBER 2013 - STAFF CAR	09/30/2013	-2.53	.00	01-6300 FUEL	0	10/13		
1234	WEX BANK	34334558		LESS EXCISE TAX_OCTOBER 2013 - WATEER	09/30/2013	-5.89	.00	20-6300 FUEL	0	10/13		

Total WEX BANK:

399.07

Grand Totals:

191,525.50

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.



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.cityofkuna.com](http://www.cityofkuna.com)

GORDON N. LAW  
CITY ENGINEER

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

---

## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Test Well 3/11 Project  
Drilling Contractor

DATE: December 10, 2013

---

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

The FY 2014 Budget set aside \$320,000 toward Well No. 3/11, including the drilling of a test well. On December 6, 2013, bids were opened for the test well portion of the project. Invitations to Bid were legally noticed but only one contractor provided a formal bid. The apparent low bid was \$97,765.00 provided by Post Drilling, Inc. and the bidder's submittal was determined to be responsive.

Because only one bid was submitted, the City Engineer evaluated the unit costs by comparing them to costs for Test Well 10 (which was a smaller bore but slightly deeper depth than this well). Unit costs increase as the depth and diameter increase. The attached Bid Abstract provides an Engineer's Estimate that only prorates costs for increased materials and cuttings but adjusts nothing for differences in depth. Nonetheless, the estimate demonstrates the reasonableness of the submitted bid. Accordingly, the City Engineer recommends award of the Bid to the Apparent Low Bidder in the amount of \$97,765.00. Attached is a resolution structured to approve this recommendation.

Attachments: Bid Abstract  
Notice of Award  
Resolution and Attachment

TEST WELL NO. 3/11

ITEM	TASK	QTY	UNIT	TREASURE VALLEY		ENGINEER		EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE					
1	Mobilization	1	LS	10,000.00	10,000.00	9,000.00	9,000.00	0		0		0
2	15" Basalt	105	LF	175.00	18,375.00	180.00	18,900.00	0		0		0
3	10" Casing	107	LF	45.00	4,815.00	53.00	5,671.00	0		0		0
4	10" Drive Shoe	1	EA	350.00	350.00	275.00	275.00	0		0		0
5	Bentonite Surface Seal	105	LF	30.00	3,150.00	23.00	2,415.00	0		0		0
6	10" Mud Rotary	395	LF	75.00	29,625.00	54.00	21,330.00	0		0		0
7	2" Sch 80 PVC	1850	LF	7.00	12,950.00	10.00	18,500.00	0		0		0
8	2" PVC Screen	120	LF	10.00	1,200.00	20.00	2,400.00	0		0		0
9	Filter Sand	180	LF	20.00	3,600.00	43.75	7,875.00	0		0		0
10	Cement Grout	320	LF	20.00	6,400.00	31.25	10,000.00	0		0		0
13	Cable Tool Mob	1	LS	1,500.00	1,500.00	1,000.00	1,000.00	0		0		0
14	Cable Tool Dev	20	HR	225.00	4,500.00	225.00	4,500.00	0		0		0
15	Well Dev Chem	5	GAL	150.00	750.00	108.00	540.00	0		0		0
16	Site Work w/Rig	1	HR	350.00	350.00	250.00	250.00	0		0		0
17	Site Work w/o Rig	1	HR	200.00	200.00	175.00	175.00	0		0		0
	<b>TOTAL</b>				<b>97,765.00</b>		<b>102,831.00</b>	<b>0</b>		<b>0</b>		<b>0</b>

**NOTICE OF AWARD**

DATED: \_\_\_\_\_

TO \_\_\_\_\_ (Bidder)

ADDRESS: \_\_\_\_\_

PROJECT: Kuna Monitoring Well No. 3

CONTRACT FOR: Kuna Well 3 Project

You are notified that your Bid submitted December 6, 2013 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Monitoring Well

(Indicate total Work, alternatives or sections of Work awarded)

The Contract price of your Contract is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Three copies of each of the proposed Contract Documents accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. This included the triplicate sets of Drawings.
2. You must deliver with the executed Agreement the Contract Security (bonds), proof of liability insurance and Workman's Compensation coverage certificate as specified in the "Instructions to Bidders" and the "Agreement".
3. (List all other conditions precedent.)

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Owner: City of Kuna By: \_\_\_\_\_  
(Mayor)

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Kuna, Idaho has received bids for the Well No. 3/11 Test Well Project; and

**WHEREAS**, the apparent low bidder is Post Drilling, Inc.; and

**WHEREAS**, the bid submitted by the apparent low bidder 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 POST DRILLING, INC., in the amount of NINETY-SEVEN thousand SEVEN hundred and SIXTY-FIVE dollars and no cents (\$97,765.00) for the Well No. 3/11 Test Well Project; that Council directs the expenditure of available funds from the Water Fund for said project, and the Mayor and Clerk of said City are hereby authorized to execute the agreement 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 Well No. 3/11 Test Well 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 17th day of December, 2013.

**APPROVED BY THE MAYOR** of Kuna this 17th day of December, 2013.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
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:

#### Kuna Well 3 Monitoring Well Project

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

"Drilling, Constructing and Developing Monitoring Well for Kuna Well 3 Project, 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 45 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 set forth in Article 7, 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 COMPENSATION FOR INSPECTORS - OVERTIME.** 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. INTEREST**

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. CONTRACTOR'S REPRESENTATIVES**

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 **UNDERGROUND FACILITIES.** 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.

#### 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. Construction Drawing Sheets (NONE)
3. Invitation To Bid
4. Instructions To Bidders
5. Bid Form
6. Bid Schedule
7. Bid Bond
8. W-H 5 Tax Form
9. Notice of Award
10. Notice To Proceed
11. Special Provisions
12. Technical Specifications
13. Contract Drawing Sheets No. 1 - 3
14. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
15. Payment Bond
16. Performance Bond
17. Insurance Certificates

There are no Contract Documents other than those listed above in this Article 7. The 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:

1. 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.
2. 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 and Property Damage in the amount of \$300,000.

3. **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:

1. Locate and protect all utilities within the area required to complete the work of this Contract;
2. Protect all surface structures from damage including shoring of trenches to protect footings and foundations;
3. Adhere strictly to requirements for safety in the work zone as 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.
4. Construct all facilities in accordance with State and Federal specifications and guidelines, and as approved by the Contracting Officer;
5. Restore all surface features to former condition and usage. Pavement restoration is to be to the satisfaction of the pavement owner;
6. Dispose of all rocks, brush, trees, concrete, and removed pipe disturbed by construction in accordance with all Local, State, and Federal Statutes and Ordinances;
7. Conduct all construction and testing in accordance with requirements of the 2012 standards for Idaho Public Work Construction (unless otherwise specified).
8. 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. 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;
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 PLANS AND SPECIFICATIONS.** The intent of the plans and specifications is to prescribe a complete Work or improvement that the CONTRACTOR undertakes to do in full compliance with the plans, 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 plans, 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 plans 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 EXTRA 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 designated as "Extra Work". The CONTRACTOR shall perform "Extra Work" whenever it is deemed necessary and ordered to complete fully the project as contemplated and it must be done in accordance with the intent of these specifications. Payment for "Extra Work" will be made at an agreed unit price or lump sum price as set forth in a supplemental agreement executed by both parties to the Contract.

"Extra Work" shall be done under the supervision of the ENGINEER and his decision shall be final and binding. The plans of the Work to be followed, the materials and equipment to be used, and the amount and character of labor to be employed shall meet with approval of the ENGINEER. Authorization for "Extra 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 plans 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 PLANS 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, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to acceptance of final payment for Work shall be removed immediately and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner. 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 an extra, as defined herein, the CONTRACTOR shall notify the ENGINEER in writing of his intention to make claim for such extra compensation before he begins the Work on which he bases the claim. If such notification is not given or the ENGINEER is not offered proper facilities by the CONTRACTOR for keeping strict account of cost, the CONTRACTOR hereby agrees to waive the claim for such extra compensation. In case the claim is found to be just, it shall be allowed and paid for as an extra as provided herein for "Extra Work".

All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Engineer. Such claim shall be received by the Owner and the Engineer no later than seven (7) calendar days after the event of the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim.

The execution of a Change Order by the Contractor 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 plans 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 except damage to the Work due to acts of God or the public enemy.

An "Act of God" is construed to mean an earthquake, cloudburst, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm or other natural phenomenon of normal intensity for the particular locality shall not be construed as an "Act of God" and no reparation to the CONTRACTOR shall be made for damages to the Work resulting therefrom. The ENGINEER shall be the sole judge as to whether a particular natural phenomenon shall be classed as an "Act of God" or as a normal occurrence.

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 of the roadway and erect temporary structures where necessary.

### 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 DEFAULT AND TERMINATION OF CONTRACT. If the CONTRACTOR

- a. Fails to begin the Work under the contract within the time specified in the "Notice to Proceed";
- b. Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work;
- c. 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;
- d. Discontinues the prosecution of the Work;
- e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- g. 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 ENGINEER will give notice to the CONTRACTOR as follows:

- a. A verbal notification from the ENGINEER to the CONTRACTOR (documented by the ENGINEER) that one or more of the above infractions have occurred.
- b. A written notification from the ENGINEER to the CONTRACTOR stating the infraction(s), as was given in the verbal notification, and should such infractions not be corrected within 10 days, the OWNER will proceed to

take full power and authority from the CONTRACTOR for Default of the Contract. A copy of the notification shall be sent to the CONTRACTOR'S surety.

- c. If the CONTRACTOR or Surety, within a period of 10 days after such notice, does not proceed in accordance therewith, the OWNER will, upon written notification from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR'S failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the Work out of the hands of the CONTRACTOR.

The OWNER may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the ENGINEER will be required for the completion of the contract in an acceptable manner.

Costs and charges incurred by the OWNER, together with the cost of completing the Work under the Contract, will be deducted from any monies due or which may become due the CONTRACTOR. If such expense exceeds the sum which would have been payable under the Contract, then the CONTRACTOR and the Surety shall be liable and shall pay to the OWNER the amount of such excess.

13.03 EXTENSION OF TIME. The 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. The CONTRACTOR shall give written notice of the causes of such act, hindrance, or delay within 10 (ten) 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.

13.04 COMPLETION OF CONTRACT. The contract shall be considered as complete after all the Work included has been completed and accepted and after the final estimate has been allowed and paid; the CONTRACTOR shall then be released from all further obligations except as set forth in his bond and as to any legal rights of the OWNER.

**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 \_\_\_\_\_  
(CORPORATE SEAL)

BY: \_\_\_\_\_  
(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. R54-2013**

**WHEREAS**, the City of Kuna, Idaho has received bids for the Well No. 3/11 Test Well Project; and

**WHEREAS**, the apparent low bidder is Post Drilling, Inc.; and

**WHEREAS**, the bid submitted by the apparent low bidder 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 POST DRILLING, INC., in the amount of NINETY-SEVEN thousand SEVEN hundred and SIXTY-FIVE dollars and no cents (\$97,765.00) for the Well No. 3/11 Test Well Project; that Council directs the expenditure of available funds from the Water Fund for said project, and the Mayor and Clerk of said City are hereby authorized to execute the agreement 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 Well No. 3/11 Test Well 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 17th day of December, 2013.

**APPROVED BY THE MAYOR** of Kuna this 17th day of December, 2013.

\_\_\_\_\_  
W. Greg Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda S. Bingham, City Clerk

## RESOLUTION NO. R55-2013

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

### Recitals

- A. On October 16, 2007, Osprey Ridge Partners LLLP, an Idaho limited liability limited partnership (Assignor’s predecessor in interest, referred to herein as “Osprey”) and the City of Kuna entered into an agreement that entitled Osprey to pre-pay certain sewer connection fees, at the rate of \$4,200.00 each, to connect 306.12 residential units to the City of Kuna’s sewer treatment plants (“Sewer Connections”). The City of Kuna has received payment for the amount due pursuant to the terms of the Osprey Agreement.
- B. Pursuant to the Osprey Agreement, upon payment of the sums due under the Osprey Agreement, the City of Kuna agreed to show in its records that the Sewer Connections were purchased by, and the property of Osprey.
- C. Pursuant to the Osprey Agreement the Sewer Connections were transferable and Osprey was entitled to transfer, pledge or sell the Sewer Connections.
- D. Osprey assigned to Roy E. Stephenson, a married person (34% interest), Michael Toomey, Trustee of The Albion Enterprises, Inc. Defined Benefit Plan Trust (50% interest) and William R. Sturgeon, Trustee of Business Services Retirement Plan (16% interest) all of its right, title and interest in and to the Sewer Connections, and rights related thereto in that certain Assignment of Sewer Connection Credits which was recorded November 12, 2012 in the records of Ada County, Idaho as Instrument Number 112122866 .
- E. On September 3, 2013, Assignor received an assignment of certain Sewer Connection Credits and the City of Kuna approved the assignment under Resolution No. R25-2013 (“Resolution”).
- F. Pursuant to the Resolution the City of Kuna agreed to show in its records that the Sewer Connections were purchased by the Assignor.
- G. Pursuant to the Resolution the Sewer Connections were transferable and Assignor was entitled to transfer, pledge or sell the Sewer Connections.
- H. Assignor now desires to assign to Assignee all of its right, title and interest in and to one (1) Sewer Connection, and its rights related thereto (collectively,

“Assigned Sewer Connection”). A copy of the assignment is attached hereto as Exhibit A.

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

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

\_\_\_\_\_  
W. Greg Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda S. Bingham, City Clerk

## Exhibit A

**ASSIGNMENT OF SEWER CONNECTION RIGHTS**

THIS ASSIGNMENT OF SEWER CONNECTION CREDITS (hereinafter referred to as "Assignment"), made this 26<sup>th</sup> day of November, 2013 ("Effective Date"), by and between DBTV Agricultural Holdings, LLC, a Delaware limited liability company ("Assignor") and Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes ("Assignee").

**Recitals**

- A. On September 3, 2013, Assignor received an assignment of certain Sewer Connection Credits and the City of Kuna approved the assignment under Resolution No. R25-2013 ("Resolution").
- B. Pursuant to the Resolution the City of Kuna agreed to show in its records that the Sewer Connections were purchased by the Assignor.
- C. Pursuant to the Resolution the Sewer Connections were transferable and Assignor was entitled to transfer, pledge or sell the Sewer Connections.
- D. Assignor now desires to assign to Assignee all of its right, title and interest in and to 1 Sewer Connection, and its rights related thereto (collectively, "Assigned Sewer Connections").

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties here to covenant and agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers and/or conveys to Assignee any and all of Assignor's right, title and interest in and to the Assigned Sewer Connections. Assignor represents and warrants that Assignor holds all right title and interest in and to the Assigned Sewer Connections and has not conveyed the same to any other party, or utilized any of the Assigned Sewer Connections and that the Sewer Connections are free and clear of any mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions.

2. Assignor hereby agrees to indemnify, defend, and hold Assignees, their successors, and assigns harmless from and against any and all claims, liabilities, obligations, costs, and expenses, including reasonable attorney fee arising out of or related to any breach or inaccuracy of any representation or warranty of Assignor made in this Assignment. Each party to this Assignment, on behalf of itself, represents and warrants that the execution, delivery, and performance of this Assignment has been duly authorized and that the persons signing on behalf of each entity are authorized to bind the party to the terms of this Assignment.

3. This Assignment may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Assignment. Facsimile transmission of any signed original document, and retransmission of any signed

facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

4. This Assignment will be governed by and construed in accordance with the laws of the state of Idaho, without regard to conflict of laws principles.

5. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Assignment, to rescind this Assignment, or otherwise with respect to the subject matter of this Assignment, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

**DBTV Agricultural Holdings, LLC, a Delaware limited liability company**

By: [Signature]

Name: Timothy W. Eck  
Managing Member, EAMI LLC  
Its: Manager

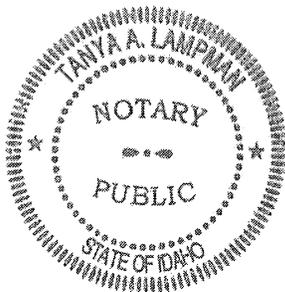
STATE OF Idaho

) ss.

County of Ada

On this 27<sup>th</sup> day of November, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Timothy W. Eck**, known or identified to me to be the person whose name is subscribed as Managing Member of EAMI, LLC, Manager of DBTV Agricultural Holdings, LLC, a Delaware limited liability company and to the within instrument, and acknowledged to me that he executed the same as such.

S  
E  
A  
L



[Signature]

Notary Public for State of cld  
My commission expires on 7-16-16

Residing in: Middleton, cld

ASSIGNEE:

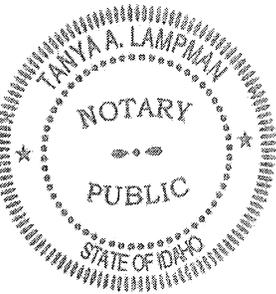
**Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes**

By: \_\_\_\_\_  
Name: Corey D. Barton  
Its: President

STATE OF Idaho ) ss.  
County of Ada

On this 27th day of November, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Corey D. Barton**, known or identified to me to be the person whose name is subscribed as President of Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes and to the within instrument, and acknowledged to me that he executed the same as such.

S  
E  
A  
L



\_\_\_\_\_  
Notary Public for State of Id  
My commission expires on 7-16-16  
Residing in: Middleton Id





## **RESOLUTION NO. R56-2013**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE LETTER TO DBTV AGRICULTURAL HOLDINGS, LLC EXPRESSING THE CITY'S APPRECIATION FOR THE CHARITABLE DONATION OF \$135,000.00 ON DECEMBER 31, 2013 BY DBTV AGRICULTURAL HOLDINGS, LLC.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the letter to DBTV Agricultural Holdings, LLC, expressing the City's appreciation for the charitable contribution of \$135,000.00 on December 31, 2013 by DBTV Agricultural Holdings, LLC

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

---

W. Greg Nelson, Mayor

ATTEST:

---

Brenda S. Bingham, City Clerk

December 11, 2013

Mr. Timothy Eck  
DBTV Agricultural Holdings, LLC  
6152 W. Half Moon Ln  
Eagle, Idaho 83616

Re: *Charitable Contribution to the City of Kuna*

Dear Mr. Eck:

On behalf of the citizens of the City of Kuna, we wish to express our sincere appreciation for your donation of \$135,000.00 (Check No. 2139, date of check 12-31-2013).

A portion of your contribution is being used to fund the feasibility study to determine if a community swimming pool and recreation center can be supported by the citizens of Kuna and Ada County. The City intends to use the balance of the contribution to fund projects within the city to further its goals of providing recreational activities for its citizens, with a focus on its youth.

For federal income taxation purposes, this letter acknowledges your contribution. No goods or services were provided to you as a result of this donation.

Please retain this letter as proof of your charitable contribution.

Thank you again for your contribution, which allows Kuna to advance its goal of making 2014 “the year for our kids”.

Sincerely,

W. Greg Nelson  
Mayor

## **RESOLUTION NO. R57-2013**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE LETTER TO DBTV AGRICULTURAL HOLDINGS, LLC EXPRESSING THE CITY'S APPRECIATION FOR THE CHARITABLE DONATION OF \$262,642.00 ON NOVEMBER 15, 2013 BY DBTV AGRICULTURAL HOLDINGS, LLC.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the letter to DBTV Agricultural Holdings, LLC, expressing the City's appreciation for the charitable contribution of \$262,642.00 on November 15, 2013 by DBTV Agricultural Holdings, LLC

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

---

W. Greg Nelson, Mayor

ATTEST:

---

Brenda S. Bingham, City Clerk

December 11, 2013

Mr. Timothy Eck  
DBTV Agricultural Holdings, LLC  
6152 W. Half Moon Ln  
Eagle, Idaho 83616

Re: *Charitable Contribution to the City of Kuna*

Dear Mr. Eck:

On behalf of the citizens of the City of Kuna, we wish to express our sincere appreciation for your donation of \$262,642.00 (Check No. 2138, date of check 11-15-2013).

Your contribution was used to acquire clear title to twenty acres of land in the city, with the anticipation that it will be developed as a park site. The City intends to develop the park to further its goals of providing recreational activities for its citizens, with a focus on its youth.

For federal income taxation purposes, this letter acknowledges your contribution. No goods or services were provided to you as a result of this donation.

Please retain this letter as proof of your charitable contribution.

Thank you again for your contribution, which allows Kuna to advance its goal of making 2014 “the year for our kids”.

Sincerely,

W. Greg Nelson  
Mayor



# City of Kuna

## Findings of Fact, and Conclusions of Law

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

**To:** Kuna City Council

**File Numbers:** 13-02-ZC (Zone Change)

**Location:** 129 N. School Avenue, Kuna, Idaho

**Planner:** Travis Jeffers, Planning Technician

**Hearing date:** December 3, 2013  
**Finding of Fact:** December 17, 2013

**Applicant:** Boise Project Board of Control  
 2465 Overland Rd.  
 Boise, ID 83705  
 (208) 344.1141  
 bcarter@boiseproject.org

**Representative:** Boise Project  
 Bob Carter  
 2465 Overland Rd.  
 Boise, ID 83705  
 (208) 344.1141  
[bcarter@boiseproject.org](mailto:bcarter@boiseproject.org)

### Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity & Aerial maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Findings of Fact
- J. Conclusions of Law
- K. Decision by the Council

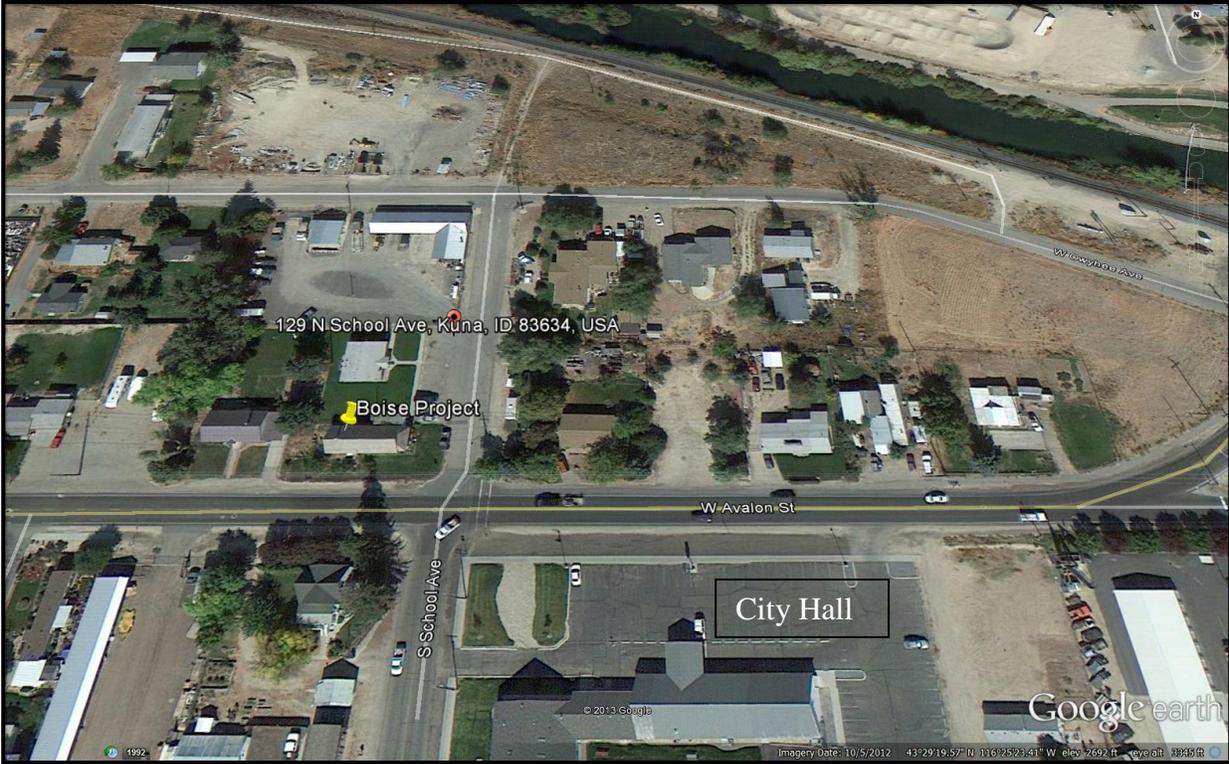
### A. Course of Proceedings:

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

#### a. Notifications

- i. Neighborhood Meeting July 30, 2013 (Zero Attendees)
- ii. Agencies August 30, 2013





**D. History:**

Boise Project Board of Control is the operating agent for five (5) irrigation districts including the Boise-Kuna Irrigation District. Its purpose is to manage the irrigation facilities and other works transferred by the United States Bureau of Reclamation to these irrigation districts and to deliver water to landowners.

The property is located within city limits. One (1) parcel currently has five (5) existing buildings (two (2) office buildings, two (2) accessory storage buildings and one (1) residence) being used as the Kuna Division office and Boise-Kuna Irrigation office. Boise Project Board of Control was created in 1926 and has used the Kuna location since that time. The overall land use remains unaffected and the zoning change would better suit the current use and surrounding neighborhood.

**E. General Projects Facts:**

1. **Comprehensive Plan Designation:** Medium Density Residential

2. **Surrounding Land Uses:**

<b>North</b>	R-6	Medium-Low Density Residential – Kuna City
<b>South</b>	C-2	Area Business District - Kuna City
<b>East</b>	C-1	Neighbor Business District - Kuna City
<b>West</b>	R-6	Medium-Low Density Residential – Kuna City

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

- Parcel Size: 1.4 acres
- Zoning: R-6 (Medium-Low Density Residential)
- Parcel #: R5070002110

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:**

The site currently has five existing buildings: Two office buildings used by Boise Project Board of Control and Boise-Kuna Irrigation, two accessory storage buildings/shops and one residence.

6. **Transportation / Connectivity:**

The site has frontage along Avalon Street on the south side of the parcel, and North School Avenue on the east side of the parcel.

7. **Environmental Issues:**

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

8. **Agency Responses:**

The following agencies returned comments: City Engineer (Gordon Law, P.E.), Central District Health Department, Ada County Highway District (ACHD) and the Department of Environmental Quality. The responding agency comments are included with this case file.

The following agencies were notified, but did not comment: Ada County Development Services, Ada County Assessor, Idaho Power, Intermountain Gas, J&M Sanitation, Kuna Rural Fire & Ambulance, U.S. Post Office, Kuna Police Department, City Forrester (Natalie Purkey) and City Attorney (Richard Roats).

**Staff Analysis:**

Staff views this proposed land use request to be consistent with the surrounding and approved FLU map designations. Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 13-02-ZC, subject to the recommended conditions of approval.

**F. Applicable Standards:**

1. City of Kuna Zoning Ordinance
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**G. Comprehensive Plan Analysis:**

The Kuna City Council accepts the Comprehensive Plan components as described below:

1. The proposed zone change for the site is consistent with the following Comprehensive Plan components:  
**GOALS AND POLICIES – Property Rights**  
**Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property “takings”.**

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

**GOALS AND POLICIES – Economic Development**

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

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

**GOALS AND POLICIES – Land Use**

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

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

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

**H. Findings of Fact:**

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

**I. Conclusions of Law:**

1. Based on the evidence contained in Case No. 13-02-ZC, Kuna City Council finds Case No. 13-02-ZC, complies with Kuna City Code.
2. Based on the evidence contained in Case No. 13-02-ZC, Kuna City Council finds Case No. 13-02-ZC, are consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**J. Decision by the Council:**

On December 3, 2013, the Kuna City Council voted 5-0, recommending **approval** for Case No. **13-02-ZC**, a rezone request by Boise Project Board of Control subject to the following conditions of approval:

1. Lighting within the site shall comply with Kuna City Code.
2. Parking within the site shall comply with Kuna City Code.
3. Fencing within and around the site shall comply with Kuna City Code.
4. Signage within the site shall comply with Kuna City Code.
5. All landscaping shall be permanently maintained in a healthy growing condition. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
6. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
7. This development will be subject to landscaping and building design reviews, among other land use applications as applicable, at time of any future development.
8. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
9. Developer/Owner/Applicant shall comply with all local, state and federal laws.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013

---

W. Greg Nelson, Kuna Mayor

ATTEST

---

Brenda Bingham  
Kuna City Clerk



# City of Kuna

## LLA- Staff Report

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

**To:** City Council

**Case Numbers:** 13-03-LLA (Lot Line Adjustment)

**Location:** 1657 W. Deer Flat Road  
Kuna, Idaho 83634

**Planner:** Troy Behunin, Senior Planner

**Meeting Date:** December 17, 2013

**Applicants:** **Lete Family Revocable Trust**  
Inaki Lete  
146 N. Middleton Road, Pmb 106  
Nampa, ID 83651  
208.465.6141

**Table of Contents:**

- A. Course Proceedings
- B. Applicant Request
- C. Vicinity Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Decision by the Council

**A. Course of Proceedings:**

1. According to Kuna City Code (KCC) Title 5, Chapter 3, Section 2 (Storage Facilities); storage facilities within the C-1 commercial zone up to five acres in size, must submit an application for a Special Use Permit and Design Review for the landscaping, parking, structure(s) and building(s) materials. As a public meeting item, a Lot Line Adjustment (LLA) action requires no formal public noticing actions.

a. Notifications

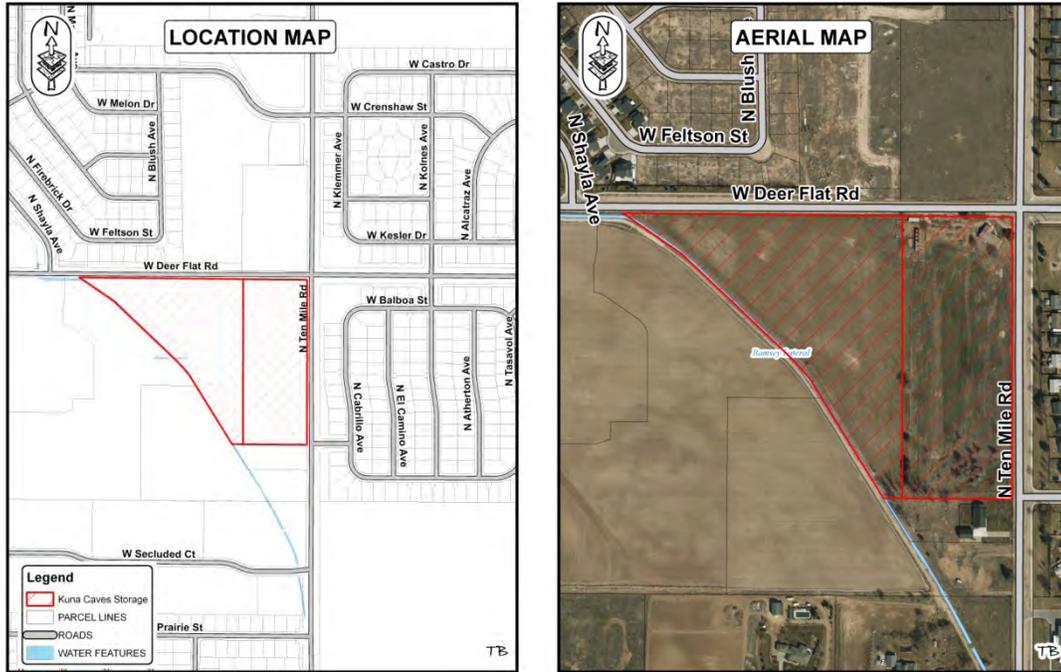
- i. Agenda

December 17, 2013

**B. Applicant Request:**

- 1. The Lete Family Revocable Trust owns two parcels and intends to place a self-storage campus on site (complying with KCC), among other commercial development on the remaining property in the future. The applicant requests approval for a lot line adjustment for the boundary line between two properties to conform to City Code (KCC 5-3-2) which states a self-storage facility in the C-1 zone may only be up to five acres in size.
- 2. The applicant has submitted all necessary documents and materials for review.

**C. Vicinity Maps:**



**D. History:**

The two parcels have historically been farmed, with a home on corner of Ten Mile and Deer Flat Roads. The home will remain in place until the remainder of the property is developed at a future date.

**E. General Project Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use map (FLU) approved by City Council, indicates the site is within a commercial designation. In accordance with KCC 5-3-2, staff views this self-storage unit campus request to be consistent with the FLU map.

2. **Surrounding Land Use:**

Direction	Current Zoning	
<b>North</b>	C-1, RUT	Commercial - Kuna City, Rural Urban Transition – Ada County
<b>South</b>	R-4	Medium Density Residential – Kuna City
<b>East</b>	R-6	Medium Density Residential – Kuna City
<b>West</b>	R-5, R-4	Medium Density Residential – Kuna City

3. **Parcel Numbers:** APN: S1322111060 and S1322111055.

4. **Parcel Sizes and Current Zoning:**  
 Acres: 9.05 acres and 10.1 acres  
 Zoning: C-1 (Light Commercial) for both parcels

5. **Services:**  
 Fire Protection – Kuna Fire District  
 Police Protection – Kuna City Police (Ada County Sheriff)  
 Sanitary Sewer– City of Kuna  
 Potable Water – City of Kuna

Irrigation District – KMID  
 Pressurized Irrigation – City of Kuna (KMID)  
 Sanitation Services – K&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** They are mostly vacant parcels with a home on the corner of Ten Mile and Deer Fat Roads. This site's topography is generally flat.
7. **Transportation / Connectivity:** Access to the site will be from East Deer Flat Road, and may expand to South Ten Mile near the south line of the parcel with future development.
8. **Environmental Issues:**  
 Staff is not aware of any environmental issues, health or safety conflict.

**F. Staff Analysis:**

Staff views this proposed use to be consistent with the surrounding uses and the approved FLU map designation. Staff forwards a recommendation of *approval* for Case No. 13-03-LLA, to the Council.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5; No. 230.
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

**H. Comprehensive Plan Analysis:**

The City Council may accept the Comprehensive Plan components as described below.

1. The proposed Lot line adjustment for is consistent with the following Comprehensive Plan components:

**GOALS AND POLICIES – *Property Rights***

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

*Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six (6) criterion established to determine the potential for property taking.*

**GOALS AND POLICIES – *Economic Development***

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

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

**GOALS AND POLICIES – *Land Use***

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

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

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

**I. Proposed Decision by the Council:**

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

Based on the facts outlined in staff's report, the case file and discussion at the public meeting with the Council of Kuna, Idaho, hereby (approves/denies) Case No. 13-03-LLA, a Lot Line Adjustment request by the Lete Family Revocable Trust; with the following conditions of approval:

1. Following are the actions the applicant shall initiate to complete this application. **Note:** *Applicant or Owner has one (1) year from the date of approval to obtain a zoning certificate, or this approval will become null and void.*
2. Have an engineer or surveyor prepare and record the following documents:
  - a. Record of Survey
  - b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved.
  - c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
  - d. Applicant and/or Owner shall have the aforementioned completed within one (1) year of the Councils Order of Decision.
3. Signage and landscaping for the site shall comply with Kuna City Code at time of development.
4. The applicant shall adhere to agency and staff recommendations.
5. The applicant shall comply with all Federal, State and Local Laws.

NOV 01 2013



CITY OF KUNA

Professional Engineers, Land Surveyors and Planners

826 3<sup>rd</sup> St. South, Nampa, Idaho 83651  
Ph (208) 454-0256 Fax (208) 454-0979  
e-mail: [sstanfield@mseng.us](mailto:sstanfield@mseng.us)  
[www.masonandstanfield.com](http://www.masonandstanfield.com)

LOT LINE ADJUSTMENT  
FOR  
LETE FAMILY REVOCABLE TRUST

Two parcels are owned by the Lete Family Revocable Trust. They are located at the south westerly corner of Deer Flat and Ten Mile (1657 W. Deer Flat Road) and share a common boundary. The parcels front both roadways.

The owner wishes to ultimately construct a self storage facility. Per City Code, the maximum acreage for this type of facility in a C-1 zone is 5 acres. Therefore, a lot line adjustment is being requested. A Special Use application will soon follow for the storage facility land use.

The proposed lot line adjustment is based upon a general layout of the storage units.

# VICINITY MAP

5A

Kuna Cave Storage

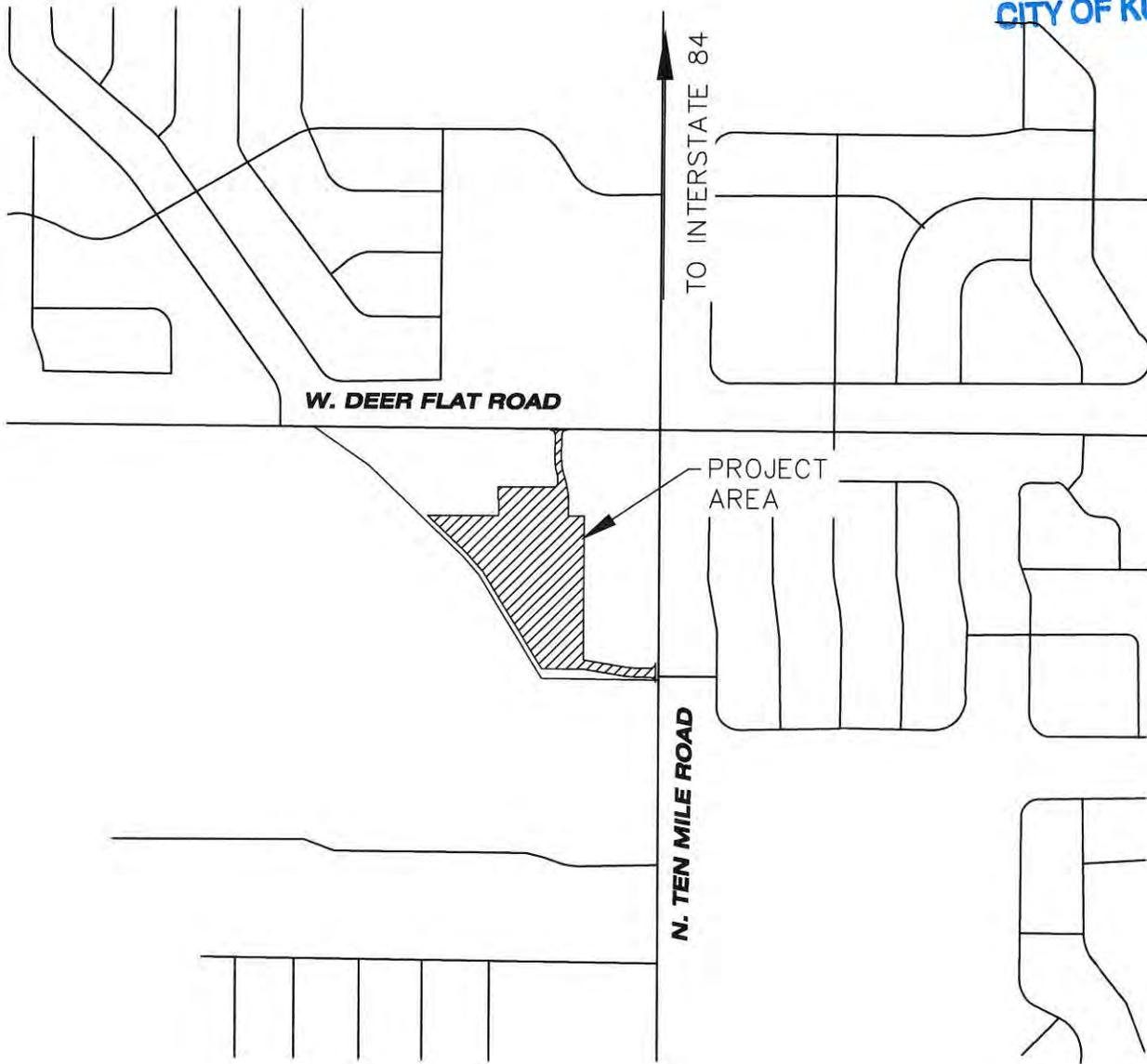
Page 6 of 13

A PART OF THE NE 1/4, NE 1/4, SECTION 22, T. 2 N., R. 1 W., B.M.  
 KUNA, ADA COUNTY, IDAHO  
 2013

RECEIVED

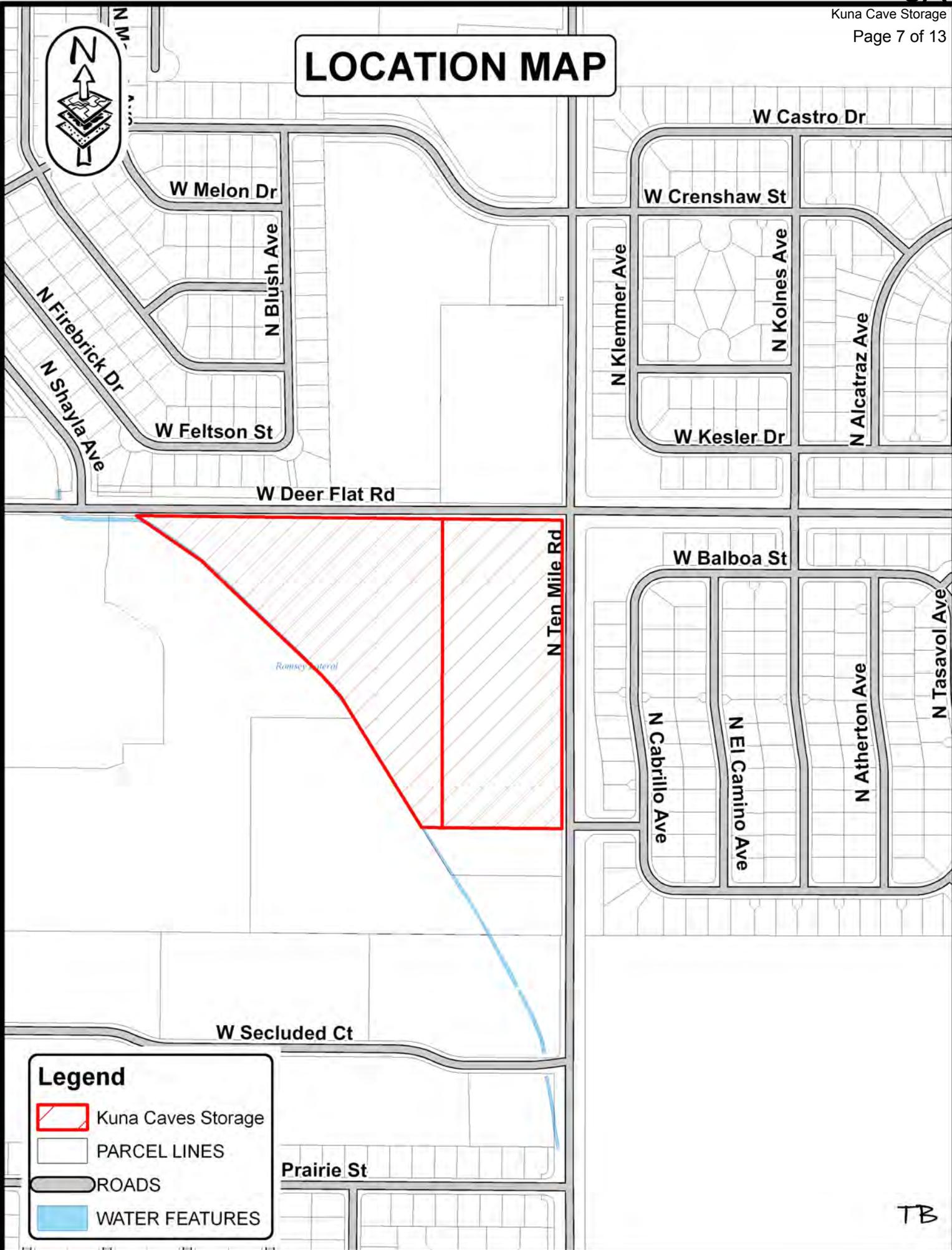
NOV 01 2013

CITY OF KUNA



<b>KUNA CAVES STORAGE SITE</b>	
<b>1657 W. DEER FLAT ROAD KUNA , ID 83634</b>	
<p><i>Mason &amp; Stanfield, Inc.</i></p>	<p>Professional Engineers, Land Surveyors &amp; Planners</p> <p>826 3rd St. South Nampa, ID 83651 (208) 454-0256 Fax (208) 454-0979</p>
	<p>JOB NO. <b>AU0412</b></p> <p>DWG NO. <b>VIC MAP</b></p> <p>SCALE: <b>NTS</b></p> <p>FIELD BOOK NO.</p>
<p>DRAWN BY: <b>JH</b></p>	<p>DATE: <b>10/16/13</b></p>

# LOCATION MAP



**Legend**

-  Kuna Caves Storage
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

# AERIAL MAP



N Shayla Ave

W Feltson St

N Blush

W Deer Flat Rd

Ramsey Lateral

N Ten Mile Rd





Professional Engineers, Land Surveyors and Planners

826 3<sup>rd</sup> Street South, Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: [dholzhey@mseng.us](mailto:dholzhey@mseng.us)

FOR: Inake Lete  
JOB NO.: AU0412  
DATE: October 22, 2013

### PARCEL 1

A parcel of land being a portion of the NE1/4 NE1/4 of Section 22 Township 2 North, Range 1 West Boise Meridian, Ada County Idaho, more particularly described as follows:

**BEGINNING** at the northeast corner of the NE1/4 NE1/4;

Thence S 00° 04' 19" W a distance of 988.28 feet along the east boundary of said NE1/4 NE1/4 to a point;

Thence N 89° 27' 02" W a distance of 463.09 feet to a point on the approximate centerline of the Ramsey Lateral;

Thence along the approximate centerline of the Ramsey Lateral the following courses and distances;

Thence N 31° 35' 43" W a distance of 478.85 feet to a point;

Thence N 41° 17' 36" W a distance of 88.60 feet to a point;

Thence N 46° 17' 36" W a distance of 520.83 feet to a point;

Thence N 55° 20' 14" W a distance of 287.37 feet to a point on the north boundary of the NE1/4;

Thence S 89° 25' 29" E a distance of 1386.59 feet along said north boundary to the **POINT OF BEGINNING**;

Excepting 5 acres from the above description as follows

Commencing at the northeast corner of the NE1/4 NE1/4;

Thence S 00° 04' 19" W a distance of 988.28 feet along the east boundary of said NE1/4 NE1/4 to a point;

MASON & STANFIELD, INC.

ENGINEERS, SURVEYORS & PLANNERS

Page 1 of 2

NOV 01 2013

CITY OF KUNA

Thence N 89° 27' 02" W a distance of 290.08 feet to a point;

Thence N 00° 11' 33" E a distance of 35.00 feet to the **POINT OF BEGINNING**;

Thence N 89° 27' 02" W a distance of 171.16 feet to a point;

Thence N 31° 35' 43" W a distance of 451.78 feet to a point;

Thence N 41° 17' 36" W a distance of 91.17 feet to a point;

Thence N 46° 17' 36" W a distance of 233.48 feet to a point;

Thence S 89° 55' 41" E a distance of 280.57 feet to a point;

Thence S 00° 04' 19" W a distance of 42.32 feet to a point;

Thence S 89° 55' 41" E a distance of 284.00 feet to a point;

Thence N 00° 04' 19" E a distance of 32.32 feet to a point;

Thence S 89° 54' 41" E a distance of 73.00 feet to a point;

Thence S 00°04' 19" W a distance of 605.46 feet to the **POINT OF BEGINNING**.

This parcel contains 5.00 acres more or less.

This parcel contains 14.15 acres more or less.

**SUBJECT TO:** All existing rights of way and easements of record or implied appearing on the above-described parcel of land.





Professional Engineers, Land Surveyors and Planners

826 3<sup>rd</sup> Street South, Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: [dholzhey@mseng.us](mailto:dholzhey@mseng.us)

FOR: Inake Lete  
JOB NO.: AU0412  
DATE: October 22, 2013

### PARCEL 2

A parcel of land being a portion of the NE1/4 NE1/4 of Section 22 Township 2 North, Range 1 West Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the northeast corner of the NE1/4 NE1/4;

Thence S 00° 04' 19" W a distance of 988.28 feet along the east boundary of said NE1/4 NE1/4 to a point;

Thence N 89° 27' 02" W a distance of 290.08 feet to a point;

Thence N 00° 11' 33" E a distance of 35.00 feet to the **POINT OF BEGINNING**;

Thence N 89° 27' 02" W a distance of 171.16 feet to a point;

Thence N 31° 35' 43" W a distance of 451.78 feet to a point;

Thence N 41° 17' 36" W a distance of 91.17 feet to a point;

Thence N 46° 17' 36" W a distance of 233.48 feet to a point;

Thence S 89° 55' 41" E a distance of 280.57 feet to a point;

Thence S 00° 04' 19" W a distance of 42.32 feet to a point;

Thence S 89° 55' 41" E a distance of 284.00 feet to a point;

Thence N 00° 04' 19" E a distance of 32.32 feet to a point;

Thence S 89° 54' 41" E a distance of 73.00 feet to a point;

Thence S 00°04' 19" W a distance of 605.46 feet to the **POINT OF BEGINNING**.

This parcel contains 5.00 acres more or less.

**SUBJECT TO:** All existing rights of way and easements of record or implied appearing on the above-described parcel of land.









**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.cityofkuna.com](http://www.cityofkuna.com)

GORDON N. LAW  
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731

Email: [gordon@cityofkuna.com](mailto:gordon@cityofkuna.com)

---

## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Water Fee Resolution  
Inflation Adjustment

DATE: December 11, 2013

---

**REQUEST: Approve Resolution for Adjusted Water Fees**

It was discussed during the December 3, 2013 Council Meeting, the desirability of adjusting connection fees to improve competitiveness with neighboring cities. Staff has identified two possible mechanisms to responsibly accomplish the adjustment. The first approach is to transfer a portion of the annual burden for capital costs to the monthly user fee instead of relying exclusively on connection fees. A second approach is to reduce the burden for late-comer agreements, which rely heavily on connection fees for repayment. Staff concludes a combination of both approaches is the least disruptive to utility finances.

The first approach is addressed in this memorandum and accompanying resolution. The second will be addressed in a January Council Meeting. The typical residence pays \$18.90 per EDU per month for water fees. Each year the purchasing power of this revenue is reduced by the rate of inflation, and ultimately, the monthly user fee will no longer support operations costs, let alone capital costs. This memorandum proposes to stabilize the value of the monthly user fee by adjusting the fees for the previous year's inflation each December – beginning now.

Accordingly, the attached resolution proposes a 1% inflation adjustment – corresponding to the 1% increase in the CPI-U over the last year. This will result in a twenty cents per month increase for the typical residence. The base fee per EDU will increase from \$18.90 per month to \$19.10. It is estimated the amount collected during the year will equal approximately \$13,000. The City has not taken or proposed any water fee adjustment since 2007.

With user fees stabilized (meaning the margin between revenues and operating expenses stabilized) a portion of that margin can be assigned to capital costs. In turn, connection fees for water and irrigation combined may be able to be reduced up to \$400 per connection.

## City of Kuna, Idaho Water System Fees and Policies

### RESOLUTION NO. ~~18-2013~~**R58-2013**

A RESOLUTION AMENDING PORTIONS OF RESOLUTION ~~R2618-2008~~**2013** THAT: SET FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHED FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHED WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ~~CERTAIN~~ **ALL CUSTOMERS**; PROVIDED FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SET FORTH MINIMUM LINE SIZES; REPEALED FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 7-5-5 authorizes the City of Kuna, Idaho to set water connection fees by resolution of City Council; and

WHEREAS, Section 7-5-3 authorizes the City of Kuna, Idaho to set monthly service rates for water use by resolution of City Council:

#### **I. WATER CONNECTION FEES**

**NOW THEREFORE BE IT RESOLVED**, that the charge(s) for connecting to the City Water System shall be determined as follows:

**A) Water Main Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an “equivalent dwelling unit”, to be connected to the City potable water system, shall be assessed one thousand one hundred and seventy-three dollars (\$1,173.00) per “ equivalent dwelling unit” at or before the time of connection for the capital costs of providing oversized mains and trunk lines to convey potable water required by each connection.

**B) Water Supply Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an “equivalent dwelling unit”, to be connected to the City

potable water system requiring water for domestic use only shall be assessed one thousand and eighty-five dollars (\$1,085.00) per equivalent dwelling unit at or before the time of connection for the capital costs of providing water supply required by each connection. In instances where a developer or property owner has prepaid this fee as a condition of developing, and the area to which the prepayment applies is specifically defined, then any further water supply fee for connection subsequent to passage of this act shall be waived.

**C) Industrial/Commercial Connection:** Each commercial or industrial facility to be connected to the publicly owned potable water works shall be assessed water main capacity fees, well mitigation fees and water supply fees, computed based on peak usage at full capacity and prorated compared to an equivalent dwelling unit. The minimum fees charged any connection shall be one equivalent dwelling unit.

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from the chart titled WASTEWATER FLOWS FROM VARIOUS SOURCES IN GALLONS PER DAY, pages 113-115, and published in “Technical Guidance Manual For Individual And Subsurface Sewage Disposal”. For uses not specifically addressed in the aforementioned publication, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity based on predictive equations, comparative usage, or historical usage as approved by the City Engineer. The minimum charge for non-irrigated property shall be the charge for one equivalent dwelling unit.

**D) Water Meter and Service Fees:** Each water connection shall be assessed charges for completing services and connections, when required, in accordance with the following schedule:

3/4"	Setter & Service	\$ 700.00/ea
1"	Setter & Service	\$1,037.00/ea
1-1/2"	Setter & Service	\$1,479.00/ea
2"	Setter & Service	\$1,847.00/ea
3" & larger	Meter & Service	Time & Material
3/4"	Meter Only	\$ 320.00/ea
1"	Meter Only	\$ 360.00/ea
1 1/2"	Meter Only	\$ 550.00/ea

2"	Meter Only	\$ 680.00/ea
1/2 Street Asphalt Patch		\$ 350.00
Full Street Asphalt Patch		\$ 550.00

**E) Previous Connections:** In instances where an improvement on a property has previously been connected to the water system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only and prorated in comparison to the demand of an equivalent dwelling unit.

**II. WATER USE FEES**

**BE IT FURTHER RESOLVED** that fees for water usage and other charges shall be determined as follows:

**A) Customer Water Use Charges:**

**1. Standard Water Use Fee** - Metered water usage for City of Kuna residents and original Danskin Well customers shall be billed at a flat rate of ~~eighteen dollars and ninety cents~~ **nineteen dollars and ten cents** (~~\$18.90~~**19.10**) for the first ten thousand (10,000) gallons of usage in a monthly billing cycle. Metered water usage for City residents, where the head of house is over sixty-five (65) years of age resides at the residence and has completed an application with the City, shall be billed at a flat rate of fourteen dollars and ~~seventy~~ **eighty-five** cents (~~\$14.70~~**85**) for the first ten thousand (10,000) gallons of usage in a monthly billing cycle. Metered water usage for all other users and users with oversized service lines shall be billed at a flat rate of twenty-one dollars ~~and fifty-two~~ **seventy-five** cents (~~\$21.52~~**75**) for the first ten thousand (10,000) gallons of usage in a monthly billing cycle.

**2. Excess Water Use Fee**- Metered water usage beyond ten thousand (10,000) gallons shall be billed at one dollar and ~~fifty-seven~~ **fifty-nine** cents (~~\$1.57~~**9**) per one thousand (1,000) gallons except for the special situation noted in the following paragraph.

**3. Irrigation Water Use Fee**-

a. The irrigation season shall run from May 1 to October 31.

b. For City residential property (a single family residence located within the City Limits of Kuna) that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located, and where the usage is beyond ten thousand (10,000) gallons, but less than forty-five thousand (45,000) gallons, said residential property shall be billed as follows:

For the irrigation seasons 2014, 2015 and 2016, the rate shall be seventy-five cents (\$0.750) per one thousand (1,000) gallons.

For the irrigation seasons 2017 and 2018, the rate shall be one dollar (\$1.00) per thousand (1,000) gallons.

For the irrigation seasons 2019 and thereafter, the rate shall be the same as the City standard water use fee.

c. For City Commercial property, City residential property that has access to the City pressurized irrigation system or gravity irrigation and elects not to connect to the system, or residential property that is without the city limits that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located or has elected not to connect to either service, and where the usage is beyond ten thousand (10,000) gallons, but less than forty-five thousand (45,000) gallons, said property shall be billed as follows:

For the irrigation seasons 2014 and 2015, the rate shall be one dollar (\$1.00) per one thousand (1,000) gallons.

For the irrigation seasons 2016 and thereafter, the rate shall be the same rate as the City standard water use fee.

e. For City Enterprise Funds (except Water Fund) usage of City potable water shall be billed as follows:

For the irrigation seasons 2014 and thereafter, the rate shall be fifty cents (\$0.50) per one thousand (1,000) gallons.

4. **Bulk Water Charges** - All bulk sales shall be approved by the Water Superintendent or his designated representative prior to delivery, and be

obtained from designated sources only. The rate for bulk sales shall be one dollar and fifty-seven ~~seven~~ **nine** cents (\$1.57**9**) per one thousand (1,000) gallons.

**B) Other Charges:**

1. **Connection Fees (Outside City Limits)** - Any customer outside the corporate limits of the City requesting water service, who is legally able to annex to the City, must do so to connect to the City Water System, thereafter to pay connection fees as any other resident. Any customer outside City corporate limits requesting water service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

2. **Damage Repair Costs** - Damages to Water Department facilities by other utilities, excavators or others will be repaired by Water Department Personnel. All direct and indirect costs incurred in the repair will be billed to the party causing the damage.

3. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

**III. NEW CONSTRUCTION**

**BE IT FURTHER RESOLVED**, that in connection with new development, the assumed water main size is a minimum nominal diameter of eight (8") inches. When, in conformance with the needs of the City Water System, a larger line is requested of the developer than this minimum nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

**BE IT FURTHER RESOLVED** that connection fees and all other charges, other than the Customer Water Use Fees shall be in effect upon passage of this ordinance.

**BE IT FURTHER RESOLVED** that the Customer Water Use Fees shall be in effect beginning with the **January 1<sup>st</sup>, 2014 irrigation season billing**.

**BE IT FURTHER RESOLVED**, that all similar fees and policies established by

earlier resolution(s) are hereby repealed.

**PASSED BY THE COUNCIL** of the City of Kuna, this ~~16<sup>th</sup> day of July~~ **17<sup>th</sup> day of December** 2013.

**APPROVED BY THE MAYOR** of the City of Kuna, this ~~16<sup>th</sup> day of July~~ **17<sup>th</sup> day of December** 2013.

---

W. Greg Nelson, Mayor

ATTEST:

---

Brenda S. Bingham, City Clerk





**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.cityofkuna.com](http://www.cityofkuna.com)

GORDON N. LAW  
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731

Email: [gordon@cityofkuna.com](mailto:gordon@cityofkuna.com)

---

## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Sewer Fee Resolution  
Inflation Adjustment

DATE: December 11, 2013

---

**REQUEST: Approve Resolution for Adjusted Sewer Fees**

During the 2014 city budget discussions, mention was made concerning the need to preserve revenue purchasing power in response to increasing building activity. It will be necessary going forward for the City to be able to replace aging equipment, increase capacity at the various lift stations, add to and replace membranes, extend sewer mains and add lift stations as time passes and growth continues. The City has not taken or proposed any sewer fee adjustment since 2007.

Unlike connection fees for the water system, the sewer system is locked into the present connection fee structure because of LID obligations and the practice of selling "pre-paid EDUs" in 2005 and 2006 at approximately the rate now charged. What the city is facing now with growth, however, is the need to add sewer mains and lift stations (or reimburse for them). Since 2007, the city has not added any regional mains forcing growth to be limited to areas already served.

Each year the purchasing power of user fee revenue is reduced by the rate of inflation, and ultimately, the monthly user fee will no longer support operations costs, let alone capital costs. This memorandum proposes to stabilize the value of the monthly user fee by adjusting the fees for the previous year's inflation each December – beginning now. What is being proposed is to stabilize the user fee revenues (or the margin between user fee revenues and operations expenses) so that the necessary capital is available to respond to growth.

Accordingly, the attached resolution proposes a 1% inflation adjustment – corresponding to the 1% increase in the CPI-U over the last year. This will result in a twenty-five cents per month increase for the typical residence. The base fee per EDU will increase from \$24.65 per month to \$24.90. . It is estimated the amount collected during the year will equal approximately \$16,000. This approach, which simply

maintains equivalent revenue value from year-to-year, is intended to avoid raising sewer connection fees because of its effect on our competitiveness in the valley. Its effect is to transfer a portion of the annual burden for capital costs to the monthly user fee instead of relying exclusively on connection fees.

## City of Kuna, Idaho Sewer System Fees and Policies

RESOLUTION NO. ~~R25-2008~~ **59-2013**

**A RESOLUTION AMENDING CERTAIN SECTIONS OF RESOLUTION R25-2008 THAT: SET FORTH THE ~~RESOLUTION SETTING FORTH~~ AUTHORITY FOR ADOPTING SEWER FEES; ESTABLISHING ~~ED~~ FEES FOR CONNECTING TO SEWER SYSTEM; ESTABLISHING ~~ED~~ MONTHLY SEWER USE FEES THAT ARE NOW AMENDED WITH SEWER RATE CHANGES FOR ALL CUSTOMERS; SETTING FORTH MINIMUM LINE SIZES; PROVIDING ~~ED~~ METHOD OF COMPUTING USER EQUIVALENT; REPEALING FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETTING AN EFFECTIVE DATE.**

WHEREAS, Section 7-6-3A of the Kuna City Code authorizes the City of Kuna, Idaho to prescribe charges for sewer connections and such charges to be in force after approval of the Mayor and City Council by resolution; and

WHEREAS, Section 7-6-4A of the Kuna City Code authorizes the City of Kuna, Idaho to establish user charges for service by the Publicly Owned Treatment Works, based on the volume and strength of the effluent discharged by the users, and consistent with the benefit derived by the users;

### **I. SEWER CONNECTION FEES**

NOW THEREFORE BE IT RESOLVED that the fee for connecting to the Publicly Owned Treatment Works shall be determined as follows:

A) **Interceptor Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to a “user equivalent” as defined in Kuna City Code, to be connected to the Publicly Owned Treatment Works, shall be assessed eight hundred and twenty-nine dollars (\$829.00) per “user equivalent” at the time of connection for the capital costs of providing oversized mains, and interceptor and trunk

lines to convey the wastewater flow generated by each unit.

**B) Treatment Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to a “user equivalent” as defined in Kuna City Code, to be connected to the Publicly Owned Treatment Works shall be assessed four thousand three hundred and twenty-six dollars (\$4,326.00) per “user equivalent” at the time of connection for the capital costs of providing treatment capacity to treat the biochemical oxygen demand and total suspended solids generated by each unit. In instances where a developer or property owner has prepaid this fee as a condition of development, and the area to which the prepayment applies is specifically defined, then the prepaid fee shall suffice for full payment of the Treatment Capacity Fee defined herein.

**C) Industrial/Commercial Connection:** Each commercial or industrial facility to be connected to the publicly owned treatment works shall be assessed interceptor capacity and treatment capacity fees **based on user equivalents established by adopted policies, and in instances not addressed by established policies**, computed as follows, based on peak usage at full capacity and prorated compared to a typical residence:

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from the chart titled WASTEWATER FLOWS FROM VARIOUS SOURCES IN GALLONS PER DAY, pages 113-115, and published in “Technical Guidance Manual For Individual And Subsurface Sewage Disposal”. Waste Strength shall be obtained from the chart in Section II.B of this resolution by averaging the high and low extremes of the applicable Category. For uses not specifically addressed in the aforementioned charts, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity.

**D) Previous Connections:** In instances where an improvement on a property has previously been connected to the sewer system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the increase only. For existing connections proposing to increase levels of discharge, a fee proportional to the increase of quantities, when compared to a “user equivalent” as defined in Kuna City Code, shall be

assessed. For existing commercial and industrial users, the existing level of usage is generally the discharge defined by connection fees previously paid at the time they were paid. In the absence of a record of connection fees previously paid, the existing level of usage derived from the existing facility at full capacity, or the discharges defined in a "discharge permit" or "user agreement" existing at the promulgation of this act may be utilized.

## **II. SEWER USER CHARGES**

**BE IT FURTHER RESOLVED**, the monthly use fee for sewer service provided by the Publicly Owned Treatment Works to each user connected to the system within the City Limits shall include a Monthly Use Fee based upon volume and strength of discharge as follows:

A) **Monthly Use Fee:** Sewer Use Fees shall be twenty-four dollars and ~~sixty-five~~ **ninety** cents (\$24.~~65~~**90**) per "user equivalent" as defined in Kuna City Code. The monthly use fee for fractions of a month shall be prorated according to time in service.

B) **Waste Strength:** Waste strength categories are based on the highest concentration of either B.O.D.<sup>5</sup> or T.S.S. in the waste stream. The concentration ranges for each category are:

Category I	0-200 mg/L
Category II	200-400 mg/L
Category III	400-600 mg/L
Category IV	600-800 mg/L
Category V	800-1000 mg/L

The waste strength category for each user may be determined by laboratory analysis, or in lieu of periodic sampling and analysis, may be assigned in accordance with the following classification chart:

### **SEWER WASTE STRENGTH CLASSIFICATION**

**CATEGORY I**

Car Wash

Dry Cleaners  
Laundromats  
Animal Clinics  
Barber Shops  
Beauty Salons  
Bars and Taverns  
Car Dealers  
Cold Storage  
Department and Retail  
Domestic (Single and Multiple)  
Fruit and Produce  
Garages  
Hotels and Motels  
Medical/Dental  
Offices  
Photo Finishing  
Printers  
Service Station/Bulk

**CATEGORY II**

Airports  
Commercial Laundries  
Hospitals, Schools, Churches  
Mortuaries  
Soft Drink Company  
Theaters

**CATEGORY III**

Food Markets  
Restaurants

**CATEGORY IV**

Bakery, Wholesale  
Dairies

Fish and Poultry

Restaurants (Drive-In)

2. **Non-Category Rate:** For users whose waste strength is outside the range of categories defined in this Resolution, the monthly use fee shall be computed and prorated based on the higher concentration of either B.O.D.<sup>5</sup> or T.S.S.

3. **Purpose:** The waste strength category may be used at the discretion of the City Engineer to compute the “user equivalent” for each user for the purpose of assessing connection and monthly use fees.

### III. **NEW CONSTRUCTION**

**BE IT FURTHER RESOLVED**, that in connection with new development, the minimum sewer main size is a nominal diameter of eight (8") inches. When, in conformance with the needs of the City Sewer System, a larger line is requested of the developer than this nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

### IV. **OTHER POLICIES**

**BE IT FURTHER RESOLVED** that:

1. **Connections Outside City Limits** - Any customer outside the corporate limits of the City requesting sewer service, who is legally able to annex to the City, must do so as a condition to connect to the City sewer system **except as approved by resolution of City Council.** Any customer outside City corporate limits requesting sewer service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

2. **Damage Repair Costs** - Damages to Sewer Department facilities by other utilities, excavators or others will be repaired using City approved contractors, procedures and specifications. All direct and indirect costs incurred by the City to perform, oversee, monitor and/or inspect the repair will be billed to the party causing the damage.

3. **Short Notice Line Location Charges** - The City of Kuna, as

required by law, participates in the Dig Line system. Forty-eight hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

**V. EFFECTIVE DATE**

**BE IT FURTHER RESOLVED** that sewer connection fees are to be in effect beginning November 1, 2008 and that sewer use fees are to be in effect for the water meter reading cycle beginning in ~~October 2008~~ **December 2013** and appearing in the ~~November 2008~~ **January 1<sup>st</sup>, 2014** billing, and all similar fees established by earlier resolution are hereby repealed.

**PASSED BY THE COUNCIL** of the City of Kuna, this ~~7<sup>th</sup> day of October 2008~~ **17<sup>th</sup> day of December 2013**.

**APPROVED BY THE MAYOR** of the City of Kuna, this ~~7<sup>th</sup> day of October 2008~~ **17<sup>th</sup> day of December, 2013**.

ATTEST:

~~J. Scott Dowdy~~ **W. Greg Nelson**, Mayor

~~Lynda Burgess~~ **Brenda S. Bingham**, City Clerk

## RESOLUTION NO. R60-2013

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO AND KEY BANK, NA, WHEREIN KEY BANK, NA IS PURCHASING THE SIXTY (60) EQUIVALENT DWELLING UNITS (“EDU’S”) ORIGINALLY ASSIGNED TO PARCEL NO. 51430336400.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the *Purchase and Sale Agreement* between the City of Kuna, Idaho Key Bank, NA, pursuant to the terms of the agreement.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

\_\_\_\_\_  
W. Greg Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda S. Bingham, City Clerk



## RESOLUTION NO. R61-2013

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO AND KEY BANK, NA, WHEREIN KEY BANK, NA IS PURCHASING THE FOUR HUNDRED SIXTY SIX (466) EQUIVALENT DWELLING UNITS (“EDU’S”) ORIGINALLY ASSIGNED TO PARCEL NO. 51336233700 AND PARCEL NO. 51336244200.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the *Purchase and Sale Agreement* between the City of Kuna, Idaho Key Bank, NA, pursuant to the terms of the agreement.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of December 2013.

---

W. Greg Nelson, Mayor

ATTEST:

---

Brenda S. Bingham, City Clerk



## ORDINANCE NO. 2013-24

AN ORDINANCE OF THE CITY OF KUNA, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, REPEALING ORDINANCE NO. 2010-31 AND ADOPTING THE CURRENT VERSIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL ENERGY CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, TOGETHER WITH ANY AMENDMENTS OR REVISIONS TO THE CODES AS MADE BY THE IDAHO BUILDING CODE BOARD THROUGH THE NEGOTIATED RULEMAKING PROCESS AS ADOPTED, AND APPROVED BY THE STATE OF IDAHO; PROVIDING SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2014.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KUNA, IDAHO:

**Section 1:****INTERNATIONAL CODES ADOPTED:**

The following nationally recognized codes are adopted as the official building codes of the City of Kuna:

- A. *International Building Code*: The International Building Code, prepared by the International Code Council, Inc., as adopted by the Idaho building Code Board together with any amendments or revisions made by the Idaho Building Code Board through the negotiated rulemaking process, and accepted by the State of Idaho, is adopted with the following exceptions or amendments:

None.

- B. *International Residential Code*: The International Residential Code, prepared by the International Code Council, Inc., as adopted by the Idaho building Code Board together with any amendments or revisions made by the Idaho Building Code Board through the negotiated rulemaking process, and accepted by the State of Idaho, is adopted with the following exceptions or amendments:

None.

- C. *International Energy Conservation Code*: The International Energy Code, prepared by the International Code Council, Inc., as adopted by the Idaho building Code Board together with any amendments or revisions made by the Idaho Building Code Board through the negotiated

rulemaking process, and accepted by the State of Idaho, is adopted with the following exceptions or amendments:

None.

D. *International Mechanical Code*: The International Mechanical Code, prepared by the International Code Council, Inc., as adopted by the Idaho building Code Board together with any amendments or revisions made by the Idaho Building Code Board through the negotiated rulemaking process, and accepted by the State of Idaho, is adopted with the following exceptions or amendments:

None.

E. *International Fuel Gas Code*: The International Fuel Gas code, prepared by the International Code Council, Inc., as adopted by the Idaho building Code Board together with any amendments or revisions made by the Idaho Building Code Board through the negotiated rulemaking process, and accepted by the State of Idaho, is adopted with the following exceptions or amendments:

Amendments: None.

## **Section 2.** Fees Schedule

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations, requiring a permit, a fee for each permit shall be paid in accordance with the schedule of permit fees as establish and adopted by resolution by the City Council.

## **Section 3.** Severability.

The ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

## **Section 4.** Repeal of Conflicting Provisions.

All other provisions of the current Kuna City Code or ordinances of the City of Kuna which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

## **Section 5.** Effective Date.

This ordinance shall be effective January 1, 2014.

Enacted by the City Council as an ordinance of the City of Kuna on the 17<sup>th</sup> day of December, 2013.

Approved by the Mayor on the 17<sup>th</sup> day of December, 2013.

CITY OF KUNA  
Ada County, Idaho

---

W. Greg Nelson, Mayor

ATTEST:

---

Brenda S. Bingham, City Clerk



Space reserved for recording purposes

---

**CITY OF KUNA ORDINANCE NO. 2013-25**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, IDENTIFIED BY PARCEL NUMBERS R0615254601 AND S1324449005 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, TO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY AS C-1 NEIGHBORHOOD COMMERCIAL DISTRICT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex to and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, TFI Limited Partnership, owner of the parcel of real property situate in the unincorporated area of Ada County and particularly described in Section 2 of this ordinance has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by Section 67-6525, Idaho Code, held a public hearing on August 21, 2013, made findings (approved by the Commission on September 10, 2013), where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of C-1 Neighborhood Commercial District; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on November 6, 2013 on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved by Council on November 19, 2013), where it determined that the requested annexation should be granted with the zoning classification of C-1 Neighborhood Commercial District; and

WHEREAS, the zoning classification of C-1 Neighborhood Commercial District is appropriate to meet the requirements of the Kuna City Code and should be granted,

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

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owners of said property have requested, in writing, annexation thereof to the City.

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly identified as Parcel Numbers R0615254601 and S1324449005 and more particularly described in "Exhibit A"- Legal Description and "Exhibit B"- Site Map, attached hereto and incorporated herein by reference as if fully set forth below, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation, and other powers of the City of Kuna.

Section 4: The zoning land use classification of the land described in Section 2 above is hereby established as C-1 Neighborhood Commercial District, as provided by the Zoning Ordinance of the City. The Comprehensive Plan and Zoning Map of the City are hereby amended to include the real property described in Section 2 above in the A zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 17<sup>th</sup> day of December 2013.

CITY OF KUNA  
Ada County, Idaho

\_\_\_\_\_  
Greg Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda S. Bingham, Kuna City Clerk

## EXHIBIT A

## LEGAL DESCRIPTION

1380 EAST KUNA ROAD

Legal Description

## Merlin Pointe Subdivision – NW Property

A parcel located in the SE ¼ of Section 24 of Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said SE ¼, from which a Brass Cap monument marking the southwest corner of said SE ¼ bears N 88°38'59" W a distance of 2667.49 feet;

Thence N 0°04'29" E along the easterly boundary of said SE ¼ a distance of 1320.17 feet to a point marking the northeast corner of the SE ¼ of the SE ¼ of said Section 24;

Thence N 88°40'00" W along the northerly boundary of said SE ¼ of the SE ¼ a distance of 65.01 feet to a 5/8 inch diameter iron pin on the westerly right-of-way of S. Meridian Road and the **POINT OF BEGINNING**;

Thence S 0°04'29" W along said westerly right-of-way a distance of 484.59 feet to a 5/8 inch diameter iron pin;

Thence continuing along said westerly right-of-way a distance of 1200.47 feet along the arc of a 753.51 foot radius curve right, said curve having a central angle of 91°16'56" and a long chord bearing S 45°42'39" W a distance of 1077.48 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Kuna Road;

Thence S 89°25'45" W along said northerly right-of-way a distance of 149.15 feet to a 5/8 inch diameter iron pin;

Thence continuing along said northerly right-of-way N 88°38'59" W a distance of 348.53 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly right-of-way N 0°34'36" E a distance of 1259.56 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of the SE ¼ of said Section 24;

Thence N 88°40'00" W along said northerly boundary a distance of 20.00 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly boundary S 0°34'36" W a distance of 1259.56 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Kuna Road;

Thence N 88°38'59" W along said northerly right-of-way a distance of 660.53 feet to a Brass Cap monument on the westerly boundary of Block 15 of the Amended Plat of Part of the Avalon Orchard Tracts as shown in Book 6 of Plats on Page 254, records of Ada County, Idaho;

Thence N 1°17'30" E along said westerly boundary a distance of 1259.25 feet to a 5/8 inch diameter iron pin on the northerly boundary of said S ½ of the SE ¼;

Thence S 88°40'00" E along said northerly boundary a distance of 1921.98 feet to the **POINT OF BEGINNING**;



Merlin Pointe Subdivision  
Job No. 12-47  
Page 1 of 2

This parcel contains 52.34 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
January 2, 2013



Merlin Pointe Subdivision  
Job No. 12-47  
Page 2 of 2

