

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 John Laraway, Council Member

CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting
AGENDA
Tuesday, May 4, 2021

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk's Office at (208) 387-7726.

1. Call to Order and Roll Call

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

- A. Regular City Council Meeting Minutes Dated April 20, 2021**
- B. Accounts Payable Dated April 15, 2021 in the amount of \$382,691.16**
- C. Finding of Fact and Conclusions of Law 20-07-ZC (Rezone) & 20-10-S (Preliminary Plat) Paloma Ridge Subdivision**
- D. Finding of Fact and Conclusions of Law 20-08-ZC (Rezone) & 20-11-S (Preliminary Plat) Paloma Ridge West Subdivision**
- E. Resolution No. R17-2021**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HOPE DEVELOPMENT COMPANY, FOR THE RED CLOUD SUBDIVISION FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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 (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

5. *External Reports or Requests: None*

6. *Public Hearings:*

- A. 20-03-ZC (Rezone) & 20-06-S (Preliminary Plat) LedgeStone Plaza Subdivision: Trilogy Development, Inc and Gem State Planning request to subdivide approximately 76.03 acres into 275 total lots (247 residential buildable lots (425 total dwelling units), six commercial buildable lots and 22 common lots). Additionally, the applicants propose to rezone the 76.03 acres from its current zoning district classification of C-1 (neighborhood commercial) to C-3 (service commercial), R-12 (high-density residential) and R-6 (medium-density residential) zoning district classifications. The subject sites are located at 2400 N Meridian Road and N. Meridian Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418234000 and S1418233650). Doug Hansen, Planning & Zoning staff. **ACTION ITEM**
There will be no packet for this item as the applicant is requesting that this item be tabled to a date certain of July 20, 2021.

7. *Business Items: None*

- A. Contingency request of \$7,500 for Planning and Zoning remodel. Bobby Withrow, Parks/Facilities Director **ACTION ITEM**
- B. Selection of COMPASS Board Member to represent Kuna, Mayor Stear, **ACTION ITEM**
- C. Quarterly financial recap, City Treasurer, Jared Empey.
- D. Consideration to approve Resolution No. R18-2021, Paul Stevens, City Engineer/Public Works Director. **ACTION ITEM**

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA MUNICIPAL PRODUCTION WELL 12 PROJECT TO TREASURE VALLEY DRILLING LLC IN THE AMOUNT OF \$275,152.00 FOR THE DRILLING AND DEVELOPMENT OF KUNA MUNICIPAL PRODUCTION WELL 12; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

8. *Ordinances:*

- A. Consideration to approve Ordinance No. 2021-07 **ACTION ITEM**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NOS. S1314223425 AND R3785270045 OWNED BY ENDURANCE HOLDINGS LLC,

SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND

- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

B. Consideration to approve Ordinance No. 2021-08 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1326141870 OWNED BY CCI GROUP LLC AND PARCEL NO. S1326142025 OWNED BY FRED & SHARON WHEELER, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

C. Consideration to approve Ordinance No. 2021-09 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NOS. R6934730210 AND R6934730350 OWNED BY WATERS EDGE LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

D. Consideration to approve Ordinance No. 2021-10 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1315110051 OWNED BY BODAHL FARM LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve summary publication

E. Consideration to approve Ordinance No. 2021-11 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. R8247270190 OWNED BY CRAIG E WALLACE AND PARCEL NO. R8247270180 OWNED BY KENDRICK E WALLACE AND PARCEL NO. R8247270176 OWNED BY BRETT HUGHES, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve summary publication

F. Consideration to approve Ordinance No. 2021-12 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S CHALLENGER DEVELOPMENT INC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and

- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

G. Consideration to approve Ordinance No. 2021-13 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S BRET LEE & NIKEELA RENAE ABRAMS; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

9. Executive Session: None

10. Mayor/Council Announcements:

11. Adjournment:

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 John Laraway, Council Member

CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting
MINUTES
Tuesday, April 20, 2021

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk's Office at (208) 387-7726.

1. Call to Order and Roll Call

(Timestamp 00:00:07)

COUNCIL MEMBERS PRESENT:

Mayor Joe Stear – In Person
 Council President Greg McPherson – In Person
 Council Member Richard Cardoza – In Person
 Council Member Warren Christensen – In Person
 Council Member John Laraway – In Person

CITY STAFF PRESENT:

Bill Gigray, City Attorney – In Person
 Nathan Stanley, Deputy City Clerk – In Person
 Jared Empey, City Treasurer – In Person
 Lisa Holland, Economic Development Director – In Person
 Nancy Stauffer, Human Resources Director – In Person
 Paul Stevens, Public Works Director – Via Zoom
 Bobby Withrow, Parks Director – In Person
 Mike Fratusco, Kuna Police Chief – In Person
 Doug Hanson, Planner I – In Person

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:24)

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

(Timestamp 00:00:43)

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

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- A. Regular City Council Meeting Minutes Dated April 6, 2021
- B. Accounts Payable Dated April 15, 2021 in the amount of \$820,333.09
- C. Case Nos. 20-04-AN (Annexation), 20-05-ZC (Rezone) & 20-09-S (Preliminary Plat) Linrock Subdivision Findings of Fact and Conclusions of Law
- D. Consideration to approve 21-03-FP (Final Plat) Sapphire Ranch Subdivision - Corrine Graham of Civil Site Works LLC, on behalf of her client Z&H Construction General Contracting LLC, requests Final Plat approval for Sapphire Ranch, a three (3) buildable lot, Single-Family subdivision with an R-6 (Medium Density Residential) zoning district on approximately 0.51 acres, located near the southeast corner of the N Cedar Avenue & W Park Avenue intersection (APN: R5070002532). Jessica Reid, Planning Services Specialist

Motion To: Approve the Consent Agenda as published

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. *External Reports or Requests:*

(Timestamp 00:07:29)

- A. Greg Nelson Recognition

6. *Public Hearings:*

(Timestamp 00:09:40)

- A. **Case Nos. 20-07-ZC (Rezone) & 20-10-S (Preliminary Plat) Paloma Ridge Subdivision:** Sabrina Durtschi, on behalf of Toll Southwest, LLC, requests a Rezone for approximately 113.25 acres from A (Agriculture) to C-1 (Neighborhood Commercial); R-4 (Medium Density Residential); R-6 (Medium Density Residential); and R-8 (Medium/High Density Residential) zoning districts. The Applicant also requests Preliminary Plat approval in order to subdivide the approximate 113.25 acres into 388 total lots (341 Residential Lots, 42 Common Lots, and five (5) Commercial Lots). The subject site is located at 8430 S Linder Road, Meridian, ID 83642, within Section 12, Township 2 North, Range 1 West; (APN: S1312223000).

ACTION ITEM

<https://www.kunacity.id.gov/DocumentCenter/View/7502/20-07-ZC-20-10-S-Paloma-Ridge-Staff-Packet-CC-PDF>

(Timestamp 00:11:18)

Sabrina Durtschi, Toll Southwest LLC, reviewed Paloma Ridge Subdivision application for rezone and preliminary plat.

(Timestamp 00:23:04)

Council discusses, express concerns and ask questions about the development.

Ms. Durtschi, responds to questions and concerns.

(Timestamp 00:30:05)

Mayor Stear asked about impact fees.

Bill Gigray, City Attorney responded.

Continued discussion between council and P&Z staff.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Potential Motions:

Consideration to either:

Option 1: Approve or Deny Case and Close the Public Hearing

Option 2: Continue the Public Hearing to a time and date certain.

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Motion To: Approve 20-07-ZC (Rezone & 20-10-S (Preliminary Plat) Paloma Ridge Subdivision. Mayor Stear added condition of approval to include amenities presented at the council meeting.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

B. Case Nos. 20-08-ZC (Rezone) & 20-10-S (Preliminary Plat) Paloma Ridge West Subdivision: Sabrina Durtschi on behalf of Toll Southwest, LLC request a rezone for approximately 22.1 acres from A (Agriculture) to R-6 (Medium Density Residential). The

applicant also requests preliminary plat approval in order to subdivide the approximate 22.1 acres into 91 total lots (78 residential lots, 12 common lots and one shared driveway). The subject site is located near the SWC of Linder and Columbia Roads, Meridian, ID 83642, within Section 11, Township 2 North, Range 1 West; (APN: S1311141960). ACTION ITEM

<https://www.kunacity.id.gov/DocumentCenter/View/7503/20-08-ZC-20-11-S-Paloma-Ridge-West-Staff-Packet-CC-PDF>

(Timestamp 00:47:59)

Doug Hansen, Planning & Zoning staff, reviewed Paloma Ridge West Subdivision and stood for questions.

Sabrina Durtschi, Toll Southwest LLC, reviewed presentation.

(Timestamp 00:55:32)

Questions and concerns expressed from council.

Sabrina Durtschi responds.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Potential Motions:

Consideration to either:

Option 1: Approve or Deny Case and Close the Public Hearing

Option 2: Continue the Public Hearing to a time and date certain.

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Motion To: Approve 20-08-ZC (Rezone) & 20-10-S (Preliminary Plat) Paloma Ridge West Subdivision. Mayor Stear added condition of approval to include amenities presented at the council meeting.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

7. Business Items: None

8. *Ordinances:*

(Timestamp 01:00:54)

A. *Third Reading* Ordinance No. 2021-06 ACTION ITEM UPDATED: Section 3-10-1: LICENSE REQUIREMENTS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- AMENDING TITLE 3 KUNA CITY CODE BY THE ADDITION THERE TO OF A NEW CHAPTER 10 PROVIDING FOR DAYCARE LICENSURE,
- REQUIRING A DAYCARE LICENSE,
- ADOPTING STATE CODE DEFINITIONS,
- PROVIDE FOR TYPES OF DAYCARE LICENSES AND FEES,
- PROVIDING FOR LICENSE APPLICATION INVESTIGATION,
- LICENSE TERM,
- CITY CLERK ISSUANCE DENIAL AND REVOCATION,
- PROVIDING FOR LICENSE APPLICATION DENIAL APPEALS TO CITY COUNCIL,
- ORDER TO SHOW CAUSE HEARINGS BEFORE CITY COUNCIL FOR LICENSE REVOCATIONS;
- DECLARING IT UNLAWFUL TO ENGAGE OR CONDUCT OR OPERATION OF A DAYCARE WITHOUT A LICENSE AND ESTABLISHING A PUNISHMENT;
- DIRECTING THE CITY CLERK; AND
PROVIDING AN EFFECTIVE DATE.

Consideration to approve Ordinance

Consideration to approve summary publication

Motion To: Approve Ordinance No. 2021-06 Daycare Licensure

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Summary Publication of Ordinance No. 2021-06

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

9. *Executive Session: None*

10. Mayor/Council Announcements:

(Timestamp 01:03:28)

Council review Senate Bill 1111.

11. Adjournment:

Meeting adjourned at 7:14 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk

Date Approved: CCM 05.04.2021

City of Kuna

Payment Approval Report - City Council Approval

Page: 1

Report dates: 4/16/2021-4/29/2021

Apr 29, 2021 09:58AM

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	204003060-00	11492	<u>SOLENOIDS & SPRINKLER HEADS FOR SADIE CREEK PARK. B. BOWEN. APRIL '21</u>	04/19/2021	352.11	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/21		
Total 204003060-00:						352.11	.00					
Total 2M COMPANY, INC.:						352.11	.00					
A COMPANY, INC.												
1463	A COMPANY, INC.	114-11890282		<u>STANDARD PORTABLE RESTROOM RENTAL, #T273. BI-WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL '21 - CITY FARM</u>	04/27/2021	93.96	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
Total 114-11890282:						93.96	.00					
1463	A COMPANY, INC.	114-11890284		<u>ADA WHEELCHAIR ACCESSIBLE & STANDARD PORTABLE RESTROOM RENTAL, #ADA493 & KK099. WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL '21 - GREENBELT @ CITY HALL</u>	04/27/2021	308.76	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	4/21		
Total 114-11890284:						308.76	.00					
1463	A COMPANY, INC.	114-11890285		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADANO#10. WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL '21 - THE FARM PARK</u>	04/27/2021	201.90	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	4/21		
Total 114-11890285:						201.90	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/16/2021-4/29/2021Page: 2
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1463	A COMPANY, INC.	114-11890287		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA188, WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL'21 - ARBOR RIDGE PARK	04/27/2021	201.90	.00	01-6212 RENT- EQUIPMENT	1004	4/21		
Total 114-11890287:						201.90	.00					
1463	A COMPANY, INC.	114-11890289		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA392, BI-WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL'21 - SADIE CREEK PARK	04/27/2021	163.02	.00	01-6212 RENT- EQUIPMENT	1004	4/21		
Total 114-11890289:						163.02	.00					
1463	A COMPANY, INC.	114-11890290		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA412, WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL'21 - NICHOLSON PARK	04/27/2021	206.22	.00	01-6212 RENT- EQUIPMENT	1004	4/21		
Total 114-11890290:						206.22	.00					
1463	A COMPANY, INC.	114-11890292		ADA STANDARD PORTABLE RESTROOM RENTAL, #ADA397, BI-WEEKLY SERVICE, 3/29/21 - 4/25/21, APRIL'21 - WINCHESTER PARK	04/27/2021	163.02	.00	01-6212 RENT- EQUIPMENT	1004	4/21		
Total 114-11890292:						163.02	.00					
Total A COMPANY, INC.:						1,338.78	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0551259	11470	1 TRADITIONAL RUBBER STAMP, 1 DATE STAMP, A. WELKER, APR. '21	04/26/2021	76.11	.00	01-6165 OFFICE SUPPLIES	1005	4/21		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/16/2021-4/29/2021Page: 3
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 0551259:						76.11	.00					
Total ABC STAMP, SIGNS & AWARDS:						76.11	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16550		<u>SHOP RENT FOR MAY 2021- PARKS</u>	04/14/2021	148.50	.00	01-6211 RENT- BUILDINGS & LAND	1004	4/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16550		<u>SHOP RENT FOR MAY 2021- WATER</u>	04/14/2021	126.00	.00	20-6211 RENT- BUILDINGS & LAND	0	4/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16550		<u>SHOP RENT FOR MAY 2021- SEWER</u>	04/14/2021	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	4/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16550		<u>SHOP RENT FOR MAY 2021-PI</u>	04/14/2021	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	4/21		
Total 16550:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	04232021ACP		<u>PROSECUTORIAL SERVICES FOR MAY 2021</u>	04/20/2021	4,500.00	4,500.00	01-6203 PROSECUTORIAL SERVICES	0	4/21	04/23/2021	
Total 04232021ACPA:						4,500.00	4,500.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	4,500.00					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	4706051		<u>DRUG SCREEN, R. HERRERA, CLAIM #4706051, MARCH'21</u>	03/09/2021	20.00	.00	21-6202 PROFESSIONAL SERVICES	0	4/21		
Total 4706051:						20.00	.00					
2072	ALLIANCE MEDICAL GROUP LLC	4727487		<u>DRUG SCREEN, M. NADEAU, CLAIM #4727487, MARCH'21</u>	03/18/2021	25.00	.00	21-6202 PROFESSIONAL SERVICES	0	4/21		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/16/2021-4/29/2021Page: 4
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 4727487:						25.00	.00					
Total ALLIANCE MEDICAL GROUP LLC:						45.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	167026	11508	<u>2 EA CASES OF TOILET TISSUE, 3 EA CARTONS OF PAPER TOWELS, 1 EA CARTON OF SOAP REFILLS, C. MERRITT, APRIL'21 - SEWER</u>	04/23/2021	167.39	.00	<u>20-6025 JANITORIAL</u>	0	4/21		
1795	BUYWYZ LLC	167026	11508	<u>2 EA CASES OF TOILET TISSUE, 3 EA CARTONS OF PAPER TOWELS, 1 EA CARTON OF SOAP REFILLS, C. MERRITT, APRIL'21 - SEWER</u>	04/23/2021	167.39	.00	<u>21-6025 JANITORIAL</u>	0	4/21		
1795	BUYWYZ LLC	167026	11508	<u>2 EA CASES OF TOILET TISSUE, 3 EA CARTONS OF PAPER TOWELS, 1 EA CARTON OF SOAP REFILLS, C. MERRITT, APRIL'21 - PI</u>	04/23/2021	63.76	.00	<u>25-6025 JANITORIAL</u>	0	4/21		
1795	BUYWYZ LLC	167026	11508	<u>4 EA STENO BOOK, 1 EA BOX OF GREEN GEL PENS, 1 EA BOX OF BLUE GEL PENS, C. MERRITT, APRIL'21 - CITY HALL</u>	04/23/2021	49.44	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	4/21		
1795	BUYWYZ LLC	167026		<u>1 EA PACK OF FACIAL TISSUE, C. MERRITT, APRIL'21 - CITY HALL</u>	04/23/2021	13.28	.00	<u>01-6025 JANITORIAL</u>	0	4/21		
Total 167026:						461.26	.00					
1795	BUYWYZ LLC	167026.1	11508	<u>1 EA 3 HOLE PUNCH, C. MERRITT, APRIL'21 - PARKS</u>	04/27/2021	34.28	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	4/21		
Total 167026.1:						34.28	.00					
Total BUYWYZ LLC:						495.54	.00					

CAMPBELL TRACTOR & IMPLEMENT COMPANY

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135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N80261	11498	<u>REPLACEMENT DISC BLADES, R.WARWICK, APR.'21</u>	04/20/2021	288.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
Total N80261:						288.00	.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						288.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 04/07-05/06/2021-ADMIN</u>	04/07/2021	14.13	14.13	<u>01-6255 TELEPHONE</u>	0	4/21	04/23/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 04/07-05/06/2021-WATER</u>	04/07/2021	13.12	13.12	<u>20-6255 TELEPHONE EXPENSE</u>	0	4/21	04/23/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 04/07-05/06/2021-SEWER</u>	04/07/2021	13.12	13.12	<u>21-6255 TELEPHONE EXPENSE</u>	0	4/21	04/23/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 04/07-05/06/2021-PI</u>	04/07/2021	5.04	5.04	<u>25-6255 TELEPHONE EXPENSE</u>	0	4/21	04/23/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 04/07-05/06/2021-P&Z</u>	04/07/2021	5.04	5.04	<u>01-6255 TELEPHONE</u>	1003	4/21	04/23/2021	
Total 2089229179548B040721:						50.45	50.45					
Total CENTURYLINK:						50.45	50.45					
CORE & MAIN LP												
63	CORE & MAIN LP	N834416	11454	<u>225 EA REGISTERS WITH ANTENNAS, B.BURR, APR.'21</u>	04/12/2021	27,000.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	4/21		
Total N834416:						27,000.00	.00					
63	CORE & MAIN LP	N917245	11468	<u>BRASS FITTINGS FOR PI STOCK, J.OSBORNE, APR.'21</u>	04/15/2021	5,009.56	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		

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Total N917245:						5,009.56	.00					
63	CORE & MAIN LP	N973976	11428	<u>100 EA 3/4" METERS, 200 EA 3/4" GASKETS, 4 EA REGISTERS, B. BURR, APR. '21</u>	04/07/2021	32,235.76	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	4/21		
Total N973976:						32,235.76	.00					
Total CORE & MAIN LP:						64,245.32	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8634	11500	<u>SEGO PRARIE, CRIMSON POINT, SUTTERS MILL, TOMORROW, PI SCADA UPGRADE, APR.'21</u>	04/20/2021	16,080.00	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1228	4/21		
Total 8634:						16,080.00	.00					
147	CUSTOM ELECTRIC, INC.	8635	11499	<u>PUMP REPAIR AT SUTTERS MILL, D.CROSSLEY, APR.'21</u>	04/20/2021	340.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total 8635:						340.00	.00					
147	CUSTOM ELECTRIC, INC.	8636	11501	<u>UPGRADE SCADA SYSTEM FOR MEMORY RANCH AND SPRING HOLLOW LIFT STATION, T. FLEMING, APRIL'21</u>	04/20/2021	1,700.00	.00	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1228	4/21		
Total 8636:						1,700.00	.00					
Total CUSTOM ELECTRIC, INC.:						18,120.00	.00					
D & A DOOR & SPECIALTIES INC												
1861	D & A DOOR & SPECIALTIES INC	S1023892	10995	<u>AERATION BUILDING DOOR REPLACEMENT AT LAGOONS BLOWER ROOM, T. SHAFFER, DEC. '20</u>	03/31/2021	8,735.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	4/21		

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Total S1023892:						8,735.00	.00					
Total D & A DOOR & SPECIALTIES INC:						8,735.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	82198	11461	<u>AIR HOSE REPLACEMENT ON AIR TANK, B.GILLOGLY, APR.'21 - ADMIN</u>	04/14/2021	14.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/21		
75	D & B SUPPLY	82198	11461	<u>AIR HOSE REPLACEMENT ON AIR TANK, B.GILLOGLY, APR.'21 - WATER</u>	04/14/2021	6.00	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	4/21		
75	D & B SUPPLY	82198	11461	<u>AIR HOSE REPLACEMENT ON AIR TANK, B.GILLOGLY, APR.'21 - SEWER</u>	04/14/2021	6.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
75	D & B SUPPLY	82198	11461	<u>AIR HOSE REPLACEMENT ON AIR TANK, B.GILLOGLY, APR.'21 - PI</u>	04/14/2021	2.99	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
Total 82198:						29.98	.00					
75	D & B SUPPLY	82556	11479	<u>FLEET CUTOFF TOOL REPLACEMENT, B.GILLOGLY, APR.'21-ADMIN</u>	04/16/2021	52.98	.00	<u>01-6175 SMALL TOOLS</u>	0	4/21		
75	D & B SUPPLY	82556	11479	<u>FLEET CUTOFF TOOL REPLACEMENT, B.GILLOGLY, APR.'21</u>	04/16/2021	21.19	.00	<u>20-6175 SMALL TOOLS</u>	0	4/21		
75	D & B SUPPLY	82556	11479	<u>FLEET CUTOFF TOOL REPLACEMENT, B.GILLOGLY, APR.'21-SEWER</u>	04/16/2021	21.19	.00	<u>21-6175 SMALL TOOLS</u>	0	4/21		
75	D & B SUPPLY	82556	11479	<u>FLEET CUTOFF TOOL REPLACEMENT, B.GILLOGLY, APR.'21-PI</u>	04/16/2021	10.60	.00	<u>01-6175 SMALL TOOLS</u>	0	4/21		
Total 82556:						105.96	.00					
75	D & B SUPPLY	82617	11453	<u>NATURE HILLS, BUTTERFLY BUSHES FOR GARDEN AT CITY HALL, APR.'21</u>	04/16/2021	621.70	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1064	4/21		

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Total 82617:						621.70	.00					
75	D & B SUPPLY	83477	11496	<u>BLACK BUSHINGS, TOTAL REACH GRABBER, FILL GAUGE, HOSE PROTECTOR, ADAPTER, MISC SPRINKLER PARTS, M. MEADE, APR '21</u>	04/20/2021	53.54	.00	<u>01-6175 SMALL TOOLS</u>	1004	4/21		
Total 83477:						53.54	.00					
75	D & B SUPPLY	84479	11526	<u>TANK & EQUIPMENT CLEANER, S. JONES, APRIL '21</u>	04/26/2021	35.96	.00	<u>01-6175 SMALL TOOLS</u>	1004	4/21		
Total 84479:						35.96	.00					
Total D & B SUPPLY:						847.14	.00					
DC ENGINEERING, INC												
2075	DC ENGINEERING, INC	21KPD01-1		<u>ELECTRICAL LAYOUTS FOR PARKS OFFICE, PARKING LOT DESIGN, B. WITHROW, APR. '21</u>	04/27/2021	3,610.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	4/21		
Total 21KPD01-1:						3,610.00	.00					
Total DC ENGINEERING, INC:						3,610.00	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-2109214	11463	<u>TOTE OF CHLORINE, D. CROSSELY, APR. '21</u>	04/19/2021	751.06	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	4/21		
Total IN-2109214:						751.06	.00					
Total DUBOIS CHEMICALS INC:						751.06	.00					
FATBEAM LLC												

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1831	FATBEAM LLC	17797		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100 MB, MAY, 2021-ADMIN</u>	05/01/2021	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	4/21		
1831	FATBEAM LLC	17797		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100 MB, MAY, 2021-WATER</u>	05/01/2021	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	4/21		
1831	FATBEAM LLC	17797		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100 MB, MAY, 2021-SEWER</u>	05/01/2021	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	4/21		
1831	FATBEAM LLC	17797		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100 MB, MAY, 2021-PI</u>	05/01/2021	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	4/21		
Total 17797:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0777816	11466	<u>30 EA -1 IN VALVES, STOCK, M. DAVILA, APR. '21</u>	04/14/2021	4,055.13	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total 0777816:						4,055.13	.00					
Total FERGUSON ENTERPRISES INC:						4,055.13	.00					
GARRITY BLVD AUTO BODY INC												
2071	GARRITY BLVD AUTO BODY INC	18410	11473	<u>DOOR FIXED ON WATER TRUCK, B. GILLOGY, APRIL'21 - WATER</u>	04/14/2021	1,759.10	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
2071	GARRITY BLVD AUTO BODY INC	18410	11473	<u>DOOR FIXED ON WATER TRUCK, B. GILLOGY, APRIL'21 - PI</u>	04/14/2021	436.78	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	4/21		

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Total 18410:						2,195.88	.00					
Total GARRITY BLVD AUTO BODY INC:						2,195.88	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	15752795	11487	<u>SPRINKLER PARTS, M. MEADE, APRIL'21</u>	04/20/2021	42.27	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/21		
Total 15752795:						42.27	.00					
Total H.D. FOWLER COMPANY:						42.27	.00					
HACH COMPANY												
157	HACH COMPANY	12420133	11458	<u>ONLINE PROCESS SENSOR, NEW BIOTRAIN PH PROBE, T. SHAFFER, APRIL'21</u>	04/21/2021	1,323.14	.00	21-6150 <u>M & R - SYSTEM</u>	0	4/21		
Total 12420133:						1,323.14	.00					
Total HACH COMPANY:						1,323.14	.00					
HYDRAULIC CONTROLS INC												
2051	HYDRAULIC CONTROLS INC	02413190	11530	<u>O- RINGS FOR JACOBSON LAWN MOWER, PARKS, S. HOWELL, APRIL'21</u>	04/26/2021	5.75	.00	01-6142 <u>MAINT. & REPAIR - EQUIPMENT</u>	1004	4/21		
Total 02413190:						5.75	.00					
Total HYDRAULIC CONTROLS INC:						5.75	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	04/20/2021IP		<u>RELOCATION OF STREET LIGHT, AVE B & MAIN, C. ENGELS, APR. '21</u>	04/20/2021	1,214.00	1,214.00	40-6020 <u>CAPITAL IMPROVEMENTS</u>	1208	4/21	04/20/2021	
Total 04/20/2021IP:						1,214.00	1,214.00					

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38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE FOR APR 2021-STREETS.</u>	04/23/2021	5,833.40	5,833.40	<u>01-6290 UTILITIES</u>	1002	4/21	04/23/2021	
Total 04232021P:						5,833.40	5,833.40					
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-LAGOONS</u>	04/23/2021	5,010.42	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-PI</u>	04/23/2021	3,689.78	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	4/21		
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-SEWER</u>	04/23/2021	24,046.63	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	4/21		
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-WATER</u>	04/23/2021	6,343.34	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	4/21		
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-PARKS</u>	04/23/2021	827.31	.00	<u>01-6290 UTILITIES</u>	1004	4/21		
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-SENIOR CENTER</u>	04/23/2021	232.25	.00	<u>01-6290 UTILITIES</u>	1001	4/21		
38	IDAHO POWER CO	04232021P		<u>ELECTRIC SERVICE 03/18-04/16 2021-ADMIN</u>	04/23/2021	331.06	.00	<u>01-6290 UTILITIES</u>	0	4/21		
Total 04232021P:						40,480.79	.00					
Total IDAHO POWER CO:						47,528.19	7,047.40					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	8954	11391	<u>AD# 86756. BID PUBLICATION FOR PUBLIC WORKS, N. STANLEY, MAR. '21</u>	04/14/2021	276.05	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	4/21		
Total 8954:						276.05	.00					
1802	IDAHO PRESS TRIBUNE, LLC	8955	11441	<u>AD# 89190 LEGAL PUBLIC NOTICE, LEDGESTONE PLAZA, CASE NOS 20-03-ZC & 20-06-S, J. REID, APR. '21</u>	04/14/2021	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	4/21		

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Total 8955:						53.10	.00					
Total IDAHO PRESS TRIBUNE, LLC:						329.15	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	04262021DSP		<u>SOLICITOR BACKGROUND INVESTIGATIONS (DOCUMENT #S21092494,8489,8492,8493,8494,9787,9788,0833,8491) APR. '21</u>	04/26/2021	299.25	.00	01-2075 <u>UNEARNED REVENUE</u>	0	4/21		
1509	IDAHO STATE POLICE	04262021DSP		<u>SOLICITOR BACKGROUND INVESTIGATIONS, DOCUMENT # S21098490, SLATER, APR '21</u>	04/26/2021	33.25	.00	01-6160 <u>MISCELLANEOUS EXPENSES</u>	0	4/21		
Total 04262021DSP:						332.50	.00					
Total IDAHO STATE POLICE:						332.50	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000040		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 03/05-04/05/2021- WATER</u>	04/06/2021	602.57	602.57	20-6290 <u>UTILITIES EXPENSE</u>	0	4/21	04/16/2021	
37	INTERMOUNTAIN GAS CO	482195000040		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 03/05-04/05/2021- SEWER</u>	04/06/2021	602.57	602.57	21-6290 <u>UTILITIES EXPENSE</u>	0	4/21	04/16/2021	
37	INTERMOUNTAIN GAS CO	482195000040		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 03/05-04/05/2021-PI</u>	04/06/2021	229.53	229.53	25-6290 <u>UTILITIES EXPENSE</u>	0	4/21	04/16/2021	
Total 48219500004062021:						1,434.67	1,434.67					
Total INTERMOUNTAIN GAS CO:						1,434.67	1,434.67					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	04092021-041		<u>SANITATION RECEIPT TRANSFER 04/09-04/15/2021</u>	04/16/2021	108,565.97	108,565.97	26-7000 <u>SOLID WASTE SERVICE FEES</u>	0	4/21	04/16/2021	

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230	J & M SANITATION, INC.	04092021-041		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 04/09-04/15/2021</u>	04/16/2021	-10,726.32	-10,726.32	01-4170 <u>FRANCHISE FEES</u>	0	4/21	04/16/2021	
Total 04092021-04152021:						97,839.65	97,839.65					
230	J & M SANITATION, INC.	04162021-042		<u>SANITATION RECEIPT TRANSFER 04/16-04/22/2021</u>	04/23/2021	37,368.46	37,368.46	26-7000 <u>SOLID WASTE SERVICE FEES</u>	0	4/21	04/23/2021	
230	J & M SANITATION, INC.	04162021-042		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 04/16-04/22/2021</u>	04/23/2021	-3,692.01	-3,692.01	01-4170 <u>FRANCHISE FEES</u>	0	4/21	04/23/2021	
Total 04162021-04222021:						33,676.45	33,676.45					
Total J & M SANITATION, INC.:						131,516.10	131,516.10					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3661499		<u>ENTERPRISE MONTHLY PAYMENT FEE, MAR. '21-ADMIN</u>	04/01/2021	50.22	.00	01-6052 <u>CONTRACT SERVICES</u>	0	4/21		
1328	JACK HENRY & ASSOCIATES, INC.	3661499		<u>ENTERPRISE MONTHLY PAYMENT FEE, MAR. '21- WATER</u>	04/01/2021	34.37	.00	20-6052 <u>CONTRACT SERVICES</u>	0	4/21		
1328	JACK HENRY & ASSOCIATES, INC.	3661499		<u>ENTERPRISE MONTHLY PAYMENT FEE, MAR. '21- SEWER</u>	04/01/2021	34.37	.00	21-6052 <u>CONTRACT SERVICES</u>	0	4/21		
1328	JACK HENRY & ASSOCIATES, INC.	3661499		<u>ENTERPRISE MONTHLY PAYMENT FEE, MAR. '21-PI</u>	04/01/2021	13.20	.00	25-6052 <u>CONTRACT SERVICES</u>	0	4/21		
Total 3661499:						132.16	.00					
Total JACK HENRY & ASSOCIATES, INC.:						132.16	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	2191		<u>2021 GOLF TOURNAMENT, N. STANLEY, APR. '21</u>	04/14/2021	500.00	.00	01-6155 <u>MEETINGS/COMMI TTEES</u>	4000	4/21		

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Total 2191:						500.00	.00					
Total KUNA CHAMBER OF COMMERCE:						500.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A121232	11464	<u>BOLTS FOR PICNIC TABLES, D. ABBOTT, APR '21</u>	04/14/2021	15.12	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/21		
Total A121232:						15.12	.00					
499	KUNA LUMBER	A121270	11481	<u>PAINT SUPPLIES FOR SNACK SHACK, DUG OUT, & SPLASHPAD, VOLUNTEERS, B. WITHROW, APR.'21</u>	04/16/2021	62.92	.00	01-6140 MAINT. & REPAIR BUILDING	1004	4/21		
Total A121270:						62.92	.00					
499	KUNA LUMBER	B150200		<u>SPRINKLER PARTS, M. MEADE, APR. '21</u>	04/14/2021	33.80	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/21		
Total B150200:						33.80	.00					
499	KUNA LUMBER	B150248	11475	<u>CONCRETE FORMS FOR DOG PARK, J. DURHAM, APR. '21</u>	04/15/2021	89.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/21		
Total B150248:						89.90	.00					
499	KUNA LUMBER	B150333	11484	<u>PVC PARTS FOR INVENTORY FOR PRESSURED IRRIGATION, J. WEBB, APR. '21</u>	04/16/2021	11.59	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/21		
Total B150333:						11.59	.00					

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499	KUNA LUMBER	B150427	11485	<u>WASP & HORNET SPRAY FOR TRUCK INVENTORY, J. OSBORN, APR. '21-WATER</u>	04/19/2021	10.05	.00	<u>20-6150 M & R - SYSTEM</u>	0	4/21		
499	KUNA LUMBER	B150427	11485	<u>WASP & HORNET SPRAY FOR TRUCK INVENTORY, J. OSBORN, APR. '21-PI</u>	04/19/2021	2.51	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total B150427:						12.56	.00					
499	KUNA LUMBER	B150437	11486	<u>1 EA 1/4" GALVANIZED CAP, 1 EA 1/4" GALVANIZED PLUG FOR SADIE CREEK, J. OSBORN, APR '21</u>	04/19/2021	4.48	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total B150437:						4.48	.00					
499	KUNA LUMBER	B150450	11488	<u>1 EA GATE VALVE, 1 EA GALVANIZED NIPPLE, J. OSBORN, APR '21</u>	04/19/2021	36.70	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total B150450:						36.70	.00					
499	KUNA LUMBER	B150453	11489	<u>GALVANIZED PIPE, COUPLING FOR AIR VENT AT 1003 OMPHALE, PI, J. COX, APR. 21</u>	04/19/2021	67.45	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total B150453:						67.45	.00					
499	KUNA LUMBER	B150454	11489	<u>GALVANIZED NIPPLE FOR AIR VENT AT 1003 OMPHALE, PI, J. COX, APR. 21</u>	04/19/2021	9.44	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		
Total B150454:						9.44	.00					
499	KUNA LUMBER	B150466	11493	<u>2 INCH BALL VALVE, J. WEBB, APR. '21</u>	04/19/2021	52.19	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	4/21		

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				<u>SERIAL# C509P00318-SEWER</u>	04/16/2021	25.96	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
1619	LOCAHAN LLC	AR943781		<u>CONTRACT BASE RATE (04/01/21-04/30/21) CONTRACT OVERAGE CHARGE (03/01/2021 -03/31/2021) MPC307SPF, SERIAL# C509P00318-PI</u>	04/16/2021	9.98	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
Total AR943781:						99.84	.00					
1619	LOCAHAN LLC	AR943782		<u>CONTRACT BASE RATE (04/01/2021-04/30/2021) CONTRACT OVERAGE CHARGE (03/01/2021- 03/31/2021) MX2651. SERIAL# 03012172-WATER</u>	04/16/2021	118.83	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	4/21		
1619	LOCAHAN LLC	AR943782		<u>CONTRACT BASE RATE (04/01/2021-04/30/2021) CONTRACT OVERAGE CHARGE (03/01/2021- 03/31/2021) MX2651. SERIAL# 03012172-SEWER</u>	04/16/2021	118.83	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
1619	LOCAHAN LLC	AR943782		<u>CONTRACT BASE RATE (04/01/2021-04/30/2021) CONTRACT OVERAGE CHARGE (03/01/2021- 03/31/2021) MX2651. SERIAL# 03012172</u>	04/16/2021	45.25	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
Total AR943782:						282.91	.00					
Total LOCAHAN LLC:						382.75	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	H1804-164682		<u>KUNA ECON VILLAGE-H1804- 164682. L. HOLLAND. APR. '21</u>	04/20/2021	54,370.87	54,370.87	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	4/21	04/20/2021	
Total H1804-164682:						54,370.87	54,370.87					

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Total MISCELLANEOUS #2:						54,370.87	54,370.87					
PARTS, INC.												
470	PARTS, INC.	233391	11415	<u>KUBOTA AIR FILTER & SPARK PLUGS. FOR PARKS. B WITHROW. APRIL'21 - PARKS</u>	04/05/2021	17.92	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/21		
Total 233391:						17.92	.00					
470	PARTS, INC.	233416	11417	<u>NEW BATTERY FOR TRUCK #20. TREATMENT PLANT. B. WITHROW. APRIL'21 - WATER</u>	04/05/2021	33.47	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233416	11417	<u>NEW BATTERY FOR TRUCK #20. TREATMENT PLANT. B. WITHROW. APRIL'21 - SEWER</u>	04/05/2021	33.47	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233416	11417	<u>NEW BATTERY FOR TRUCK #20. TREATMENT PLANT. B. WITHROW. APRIL'21 - PI</u>	04/05/2021	12.76	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	4/21		
Total 233416:						79.70	.00					
470	PARTS, INC.	233512	11425	<u>SHOP TOWELS. FOR FLEET. B. WITHROW. APRIL'21 - ADMIN</u>	04/06/2021	23.50	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233512	11425	<u>SHOP TOWELS. FOR FLEET. B. WITHROW. APRIL'21 - WATER</u>	04/06/2021	9.40	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233512	11425	<u>SHOP TOWELS. FOR FLEET. B. WITHROW. APRIL'21 - SEWER</u>	04/06/2021	9.40	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233512	11425	<u>SHOP TOWELS. FOR FLEET. B. WITHROW. APRIL'21 - PI</u>	04/06/2021	4.69	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	4/21		
Total 233512:						46.99	.00					
470	PARTS, INC.	233691	11439	<u>1 EA OIL FILTER. FOR VAC TRAILER. D. CROSSLEY. APRIL'21 - WATER</u>	04/08/2021	8.46	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		

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470	PARTS, INC.	233691	11439	<u>1 EA OIL FILTER, FOR VAC TRAILER, D. CROSSLEY, APRIL'21 - PI</u>	04/08/2021	2.12	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
Total 233691:						10.58	.00					
470	PARTS, INC.	233935	11452	<u>AIR & OIL FILTERS, WINDSHIELD WIPERS, FOR FLEET STOCK, B. WITHROW, APRIL'21 - ADMIN</u>	04/12/2021	42.22	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233935	11452	<u>AIR & OIL FILTERS, WINDSHIELD WIPERS, FOR FLEET STOCK, B. WITHROW, APRIL'21 - WATER</u>	04/12/2021	16.89	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233935	11452	<u>AIR & OIL FILTERS, WINDSHIELD WIPERS, FOR FLEET STOCK, B. WITHROW, APRIL'21 - SEWER</u>	04/12/2021	16.89	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/21		
470	PARTS, INC.	233935	11452	<u>AIR & OIL FILTERS, WINDSHIELD WIPERS, FOR FLEET STOCK, B. WITHROW, APRIL'21 - PI</u>	04/12/2021	8.44	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	4/21		
Total 233935:						84.44	.00					
470	PARTS, INC.	233936	11455	<u>NEW PUMP FOR PARTS WASHER, FOR FLEET, B. WITHROW, APRIL'21 - ADMIN</u>	04/12/2021	29.30	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/21		
470	PARTS, INC.	233936	11455	<u>NEW PUMP FOR PARTS WASHER, FOR FLEET, B. WITHROW, APRIL'21 - WATER</u>	04/12/2021	11.72	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
470	PARTS, INC.	233936	11455	<u>NEW PUMP FOR PARTS WASHER, FOR FLEET, B. WITHROW, APRIL'21 - SEWER</u>	04/12/2021	11.72	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
470	PARTS, INC.	233936	11455	<u>NEW PUMP FOR PARTS WASHER, FOR FLEET, B. WITHROW, APRIL'21 - PI</u>	04/12/2021	5.86	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		

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Total 233936:						58.60	.00					
470	PARTS, INC.	234094	11465	<u>CONNECTOR FOR GOLF CART, FOR PARKS, B. WITHROW, APRIL'21 - PARKS</u>	04/14/2021	3.09	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/21		
Total 234094:						3.09	.00					
470	PARTS, INC.	234102	11469	<u>HYDRAULIC HOSE, T. FLEMING, APRIL'21 - SEWER</u>	04/14/2021	54.60	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
Total 234102:						54.60	.00					
470	PARTS, INC.	234518	11506	<u>HOSE FITTINGS & STRAP FOR FARM, T. SHAFFER, APRIL'21 - SEWER</u>	04/21/2021	30.41	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
Total 234518:						30.41	.00					
Total PARTS, INC.:						386.33	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1105699		<u>ALARM MONITORING FOR WELLS(SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 5/1/21 - 5/31/21 - WATER</u>	05/01/2021	215.01	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	4/21		
1021	PEAK ALARM COMPANY, INC	1105699		<u>ALARM MONITORING FOR WELLS(SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 5/1/21 - 5/31/21 - PI</u>	05/01/2021	53.75	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	4/21		
Total 1105699:						268.76	.00					
Total PEAK ALARM COMPANY, INC:						268.76	.00					

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RAIN CONTROL CONTINUOUS GUTTER, INC.												
1554	RAIN CONTROL CONTINUOUS GUTTER, INC.	29252		<u>RAIN GUTTERS & DOWNSPOUT INSTALLATION, CITY HALL, B. WITHROW, APRIL'21 - ADMIN</u>	04/15/2021	60.80	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	4/21		
1554	RAIN CONTROL CONTINUOUS GUTTER, INC.	29252		<u>RAIN GUTTERS & DOWNSPOUT INSTALLATION, CITY HALL, B. WITHROW, APRIL'21 - WATER</u>	04/15/2021	41.60	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	4/21		
1554	RAIN CONTROL CONTINUOUS GUTTER, INC.	29252		<u>RAIN GUTTERS & DOWNSPOUT INSTALLATION, CITY HALL, B. WITHROW, APRIL'21 - SEWER</u>	04/15/2021	41.60	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	4/21		
1554	RAIN CONTROL CONTINUOUS GUTTER, INC.	29252		<u>RAIN GUTTERS & DOWNSPOUT INSTALLATION, CITY HALL, B. WITHROW, APRIL'21 - PI</u>	04/15/2021	16.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	4/21		
Total 29252:						160.00	.00					
Total RAIN CONTROL CONTINUOUS GUTTER, INC.:						160.00	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	1594196	11438	<u>FARM SPRINKLER PARTS, T. FLEMING, APRIL'21 - FARM</u>	04/08/2021	365.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
Total 1594196:						365.00	.00					
144	RAIN FOR RENT	1594686	11449	<u>RISER PARTS FOR SPRINKLERS, FOR FARM, R. WARWICK, APR. '21</u>	04/09/2021	96.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/21		
Total 1594686:						96.00	.00					
Total RAIN FOR RENT:						461.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	1J43615	11410	<u>BACK UP LIGHT DRIVER FOR GREENBELT, B. WITHROW, APRIL'21 - PARKS</u>	04/06/2021	141.67	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/21		

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Total 1J43615:						141.67	.00					
1613	REXEL USA, INC.	1L79324	11431	<u>EXHAUST FAN REPLACEMENT PARTS FOR HEADWORKS, T. SHAFFER, APRIL'21 - SEWER</u>	04/08/2021	37.73	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
Total 1L79324:						37.73	.00					
1613	REXEL USA, INC.	1M12306	11450	<u>1 EA FISH TAPE, T. SHAFFER, APRIL'21 - SEWER</u>	04/13/2021	68.13	.00	<u>21-6150 M & R - SYSTEM</u>	0	4/21		
Total 1M12306:						68.13	.00					
Total REXEL USA, INC.:						247.53	.00					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	15681370243	11491	<u>SHIRTS FOR NEW STAFF, B. WITHROW, APRIL'21 - PARKS</u>	05/03/2021	161.00	.00	<u>01-6285 UNIFORMS</u>	1004	4/21		
Total 15681370243:						161.00	.00					
1880	SALUTE VENTURES INC	15681370245	11443	<u>SHIRTS FOR KUNA MARKET VILLAGE CONSTRUCTION, J. EDINGER, APR.'21 - ADMIN</u>	04/19/2021	956.50	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	4/21		
Total 15681370245:						956.50	.00					
1880	SALUTE VENTURES INC	15681370262	11518	<u>2 EA WORK SHIRTS, FOR LISA HOLLAND, B WITHROW, APRIL'21 - ECONOMIC DEVELOPMENT</u>	04/22/2021	34.25	.00	<u>01-6285 UNIFORMS</u>	4000	4/21		
1880	SALUTE VENTURES INC	15681370262	11518	<u>12 EA WORK SHIRTS, FOR PLANNING AND ZONING, B.WITHROW, APRIL'21 - P&Z</u>	04/22/2021	224.25	.00	<u>01-6160 MISCELLANEOUS EXPENSES</u>	1003	4/21		
Total 15681370262:						258.50	.00					

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Total SALUTE VENTURES INC:						1,376.00	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4145	11528	<u>COUNCIL CHAMBERS AUDIO & RECORDING ISSUES SERVICE & LABOR, N. STANLEY, APRIL'21 - CITY HALL</u>	04/26/2021	96.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/21		
1823	TECHNOLOGY SOLUTIONS LLC	4145		<u>COUNCIL CHAMBERS AUDIO & RECORDING ISSUES SERVICE & LABOR, N. STANLEY, APRIL'21 - CITY HALL</u>	04/26/2021	66.30	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
1823	TECHNOLOGY SOLUTIONS LLC	4145		<u>COUNCIL CHAMBERS AUDIO & RECORDING ISSUES SERVICE & LABOR, N. STANLEY, APRIL'21 - CITY HALL</u>	04/26/2021	66.30	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
1823	TECHNOLOGY SOLUTIONS LLC	4145		<u>COUNCIL CHAMBERS AUDIO & RECORDING ISSUES SERVICE & LABOR, N. STANLEY, APRIL'21 - CITY HALL</u>	04/26/2021	25.50	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	4/21		
Total 4145:						255.00	.00					
Total TECHNOLOGY SOLUTIONS LLC:						255.00	.00					
TIMBER CREEK RECYCLING LLC												
2018	TIMBER CREEK RECYCLING LLC	T4628	11307	<u>17 YARDS OF ORGANIC COMPOST, B. WITHROW, APRIL'21 - PARKS</u>	04/14/2021	2,088.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	4/21		
Total T4628:						2,088.00	.00					
Total TIMBER CREEK RECYCLING LLC:						2,088.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:07417961	11480	<u>11 EA 5-GALLON WATER BOTTLES, 4 EA SLEEVES OF CUPS, 2 EA CASES OF COFFEE, C. CROSSLEY, APRIL'21 - WATER</u>	04/16/2021	81.09	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	4/21		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
992	TREASURE VALLEY COFFEE	2160:07417961	11480	11 EA 5-GALLON WATER BOTTLES, 4 EA SLEEVES OF CUPS, 2 EA CASES OF COFFEE, C. CROSSLEY, APRIL'21 - SEWER	04/16/2021	81.09	.00	21-6165 OFFICE SUPPLIES	0	4/21		
992	TREASURE VALLEY COFFEE	2160:07417961	11480	11 EA 5-GALLON WATER BOTTLES, 4 EA SLEEVES OF CUPS, 2 EA CASES OF COFFEE, C. CROSSLEY, APRIL'21 - PI	04/16/2021	30.89	.00	25-6165 OFFICE SUPPLIES	0	4/21		
Total 2160:07417961:						193.07	.00					
992	TREASURE VALLEY COFFEE	2160:07423542	11521	3 EA 5-GALLON WTER BOTTLES, C.MERRITT, APRIL'21 - PARKS	04/23/2021	17.10	.00	01-6165 OFFICE SUPPLIES	1004	4/21		
Total 2160:07423542:						17.10	.00					
992	TREASURE VALLEY COFFEE	2160:07423564	11521	5 EA 5-GALLON WATER BOTTLES, C. MERRITT, APRIL'21 - CITY HALL	04/23/2021	28.50	.00	01-6165 OFFICE SUPPLIES	0	4/21		
Total 2160:07423564:						28.50	.00					
992	TREASURE VALLEY COFFEE	2160:07423570	11521	3 EA 5-GALLON WATER BOTTLES, C.MERRITT, APRIL'21 - PARKS	04/23/2021	17.10	.00	01-6165 OFFICE SUPPLIES	1004	4/21		
Total 2160:07423570:						17.10	.00					
Total TREASURE VALLEY COFFEE:						255.77	.00					
TUFF SHED INC												
2069	TUFF SHED INC	00551631	11388	SHED, FOR PARKS OFFICE, B. WITHROW, MARCH'21 - ADMIN	03/31/2021	11,878.13	.00	01-6045 CONTINGENCY	1226	4/21		
Total 00551631:						11,878.13	.00					

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Total TUFF SHED INC:						11,878.13	.00					
TYDUS KIGER CONSTRUCTION LLC												
2070	TYDUS KIGER CONSTRUCTION LLC	579	11411	<u>NEW EXIT DOOR INSTALLATION, FOR CITY HALL CHAMBERS, B.WITHROW, MARCH '21 - ADMIN</u>	03/29/2021	1,007.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	4/21		
2070	TYDUS KIGER CONSTRUCTION LLC	579	11411	<u>NEW EXIT DOOR INSTALLATION, FOR CITY HALL CHAMBERS, B.WITHROW, MARCH '21 - WATER</u>	03/29/2021	689.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	4/21		
2070	TYDUS KIGER CONSTRUCTION LLC	579	11411	<u>NEW EXIT DOOR INSTALLATION, FOR CITY HALL CHAMBERS, B.WITHROW, MARCH '21 - SEWER</u>	03/29/2021	689.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	4/21		
2070	TYDUS KIGER CONSTRUCTION LLC	579	11411	<u>NEW EXIT DOOR INSTALLATION, FOR CITY HALL CHAMBERS, B.WITHROW, MARCH '21 - PI</u>	03/29/2021	265.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	4/21		
Total 579:						2,650.00	.00					
Total TYDUS KIGER CONSTRUCTION LLC:						2,650.00	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	441196441		<u>COPIER CONTRACT #500- 0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT & PROPERTY DAMAGE SURCHARGE, APRIL '21 - ADMIN</u>	04/12/2021	412.85	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	4/21		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	441196441		<u>COPIER CONTRACT #500- 0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT & PROPERTY DAMAGE SURCHARGE, MAY '21 - ADMIN</u>	04/12/2021	412.85	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	4/21		
Total 441196441:						825.70	.00					

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Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						825.70	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49078345	11348	<u>ALUMINUM SULFATE, T. SHAFER, APRIL'21</u>	04/01/2021	6,512.00	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	4/21		
Total 49078345:						6,512.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						6,512.00	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	281035.00		<u>INNOVATIVE CUSTOM HOMES, 1469 W CERULEAN ST. UTILITY REFUND</u>	03/30/2021	27.96	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2044	UTILITY REFUND #10	281035.00		<u>INNOVATIVE CUSTOM HOMES, 1469 W CERULEAN ST. UTILITY REFUND</u>	03/30/2021	-4.84	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 281035.00:						23.12	.00					
2044	UTILITY REFUND #10	302118.01		<u>SHADOW MOUNTAIN HOMES, 951 E ANDES DR. UTILITY REFUND</u>	03/30/2021	12.69	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2044	UTILITY REFUND #10	302118.01		<u>SHADOW MOUNTAIN HOMES, 951 E ANDES DR. UTILITY REFUND</u>	03/30/2021	-11.49	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 302118.01:						1.20	.00					
2044	UTILITY REFUND #10	302123.01		<u>SHADOW MOUNTAIN HOMES, 1047 E ANDES DR. UTILITY REFUND</u>	03/30/2021	9.61	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2044	UTILITY REFUND #10	302123.01		<u>SHADOW MOUNTAIN HOMES, 1047 E ANDES DR. UTILITY REFUND</u>	03/30/2021	4.08	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		

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Total 302123.01:						13.69	.00					
Total UTILITY REFUND #10:						38.01	.00					
UTILITY REFUND #11												
2062	UTILITY REFUND #11	121300.02		<u>VINCENT SKJEVELAND, 1754 W MULHULAND CT. UTILITY REFUND</u>	04/23/2021	23.36	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	121300.02		<u>VINCENT SKJEVELAND, 1754 W MULHULAND CT. UTILITY REFUND</u>	04/23/2021	28.54	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	121300.02		<u>VINCENT SKJEVELAND, 1754 W MULHULAND CT. UTILITY REFUND</u>	04/23/2021	19.74	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 121300.02:						71.64	.00					
2062	UTILITY REFUND #11	121950.02		<u>RON BUCKINGHAM, 1711 W BOISE ST. UTILITY REFUND</u>	04/23/2021	32.10	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	121950.02		<u>RON BUCKINGHAM, 1711 W BOISE ST. UTILITY REFUND</u>	04/23/2021	39.37	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 121950.02:						71.47	.00					
2062	UTILITY REFUND #11	160770.02		<u>JEFFREY WICK, 1356 N CATERPILLAR AVE. UTILITY REFUND</u>	04/20/2021	42.99	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	160770.02		<u>JEFFREY WICK, 1356 N CATERPILLAR AVE. UTILITY REFUND</u>	04/20/2021	42.01	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	160770.02		<u>JEFFREY WICK, 1356 N CATERPILLAR AVE. UTILITY REFUND</u>	04/20/2021	32.18	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 160770.02:						117.18	.00					

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				<u>REFUND</u>	04/21/2021	53.99	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 202045.02:						172.47	.00					
2062	UTILITY REFUND #11	20300.02		<u>LISA M SMITH, 598 E EASY ST, UTILITY REFUND</u>	04/20/2021	30.66	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	20300.02		<u>LISA M SMITH, 598 E EASY ST, UTILITY REFUND</u>	04/20/2021	30.17	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	20300.02		<u>LISA M SMITH, 598 E EASY ST, UTILITY REFUND</u>	04/20/2021	26.17	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 20300.02:						87.00	.00					
2062	UTILITY REFUND #11	210315.01		<u>JUAN B MARTINEZ, 302 E BLACK HAWK DR, UTILITY REFUND</u>	04/20/2021	36.69	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	210315.01		<u>JUAN B MARTINEZ, 302 E BLACK HAWK DR, UTILITY REFUND</u>	04/20/2021	44.95	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	210315.01		<u>JUAN B MARTINEZ, 302 E BLACK HAWK DR, UTILITY REFUND</u>	04/20/2021	33.86	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 210315.01:						115.50	.00					
2062	UTILITY REFUND #11	220250.01		<u>JIM D STANSELL, 729 E RED BUD ST, UTILITY REFUND</u>	04/23/2021	40.17	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	220250.01		<u>JIM D STANSELL, 729 E RED BUD ST, UTILITY REFUND</u>	04/23/2021	52.76	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	220250.01		<u>JIM D STANSELL, 729 E RED BUD ST, UTILITY REFUND</u>	04/23/2021	46.06	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		

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Total 220250.01:						138.99	.00					
2062	UTILITY REFUND #11	220545.02		<u>DONALD D STARKS, 483 E WILD JASMINE CT, UTILITY REFUND</u>	04/21/2021	36.90	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	220545.02		<u>DONALD D STARKS, 483 E WILD JASMINE CT, UTILITY REFUND</u>	04/21/2021	39.45	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	220545.02		<u>DONALD D STARKS, 483 E WILD JASMINE CT, UTILITY REFUND</u>	04/21/2021	30.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 220545.02:						106.74	.00					
2062	UTILITY REFUND #11	240350.06		<u>JENNA MARTIN, 899 E PLUTON DR, UTILITY REFUND</u>	04/09/2021	2.06	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	240350.06		<u>JENNA MARTIN, 899 E PLUTON DR, UTILITY REFUND</u>	04/09/2021	2.58	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	240350.06		<u>JENNA MARTIN, 899 E PLUTON DR, UTILITY REFUND</u>	04/09/2021	1.83	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 240350.06:						6.47	.00					
2062	UTILITY REFUND #11	240550.02		<u>DONALD SERVISS, 990 E LIMESTONE ST, UTILITY REFUND</u>	04/20/2021	48.63	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	240550.02		<u>DONALD SERVISS, 990 E LIMESTONE ST, UTILITY REFUND</u>	04/20/2021	59.17	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	240550.02		<u>DONALD SERVISS, 990 E LIMESTONE ST, UTILITY REFUND</u>	04/20/2021	49.37	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 240550.02:						157.17	.00					

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2062	UTILITY REFUND #11	241047.01		<u>VICKI L YRAZABAL, 293 N BAY HAVEN AVE. UTILITY REFUND</u>	04/21/2021	37.81	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	241047.01		<u>VICKI L YRAZABAL, 293 N BAY HAVEN AVE. UTILITY REFUND</u>	04/21/2021	37.86	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	241047.01		<u>VICKI L YRAZABAL, 293 N BAY HAVEN AVE. UTILITY REFUND</u>	04/21/2021	26.98	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 241047.01:						102.65	.00					
2062	UTILITY REFUND #11	250115.05		<u>KEVIN D NAETHE, 361 W TALLULAH DR. UTILITY REFUND</u>	04/20/2021	2.51	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	250115.05		<u>KEVIN D NAETHE, 361 W TALLULAH DR. UTILITY REFUND</u>	04/20/2021	2.95	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	250115.05		<u>KEVIN D NAETHE, 361 W TALLULAH DR. UTILITY REFUND</u>	04/20/2021	2.47	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 250115.05:						7.93	.00					
2062	UTILITY REFUND #11	254010.04		<u>LOCAL HOMES LLC, 1083 S PENCIL AVE. UTILITY REFUND</u>	04/09/2021	37.16	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	254010.04		<u>LOCAL HOMES LLC, 1083 S PENCIL AVE. UTILITY REFUND</u>	04/09/2021	43.97	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	254010.04		<u>LOCAL HOMES LLC, 1083 S PENCIL AVE. UTILITY REFUND</u>	04/09/2021	27.60	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 254010.04:						108.73	.00					
2062	UTILITY REFUND #11	260235.01		<u>SEAN THOMAS STACE, 1796 N PEWTER AVE. UTILITY REFUND</u>	04/20/2021	14.27	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	260235.01		<u>SEAN THOMAS STACE, 1796 N PEWTER AVE. UTILITY REFUND</u>	04/20/2021	6.29	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		

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				<u>REFUND</u>	04/28/2021	.50	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
	Total 277416.02:					4.20	.00					
2062	UTILITY REFUND #11	277420.02		<u>MARIA DEBEL T MANGLONA, 2280 N DOE AVE, UTILITY REFUND</u>	04/20/2021	61.60	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	277420.02		<u>MARIA DEBEL T MANGLONA, 2280 N DOE AVE, UTILITY REFUND</u>	04/20/2021	32.49	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	277420.02		<u>MARIA DEBEL T MANGLONA, 2280 N DOE AVE, UTILITY REFUND</u>	04/20/2021	13.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
	Total 277420.02:					107.45	.00					
2062	UTILITY REFUND #11	280170.03		<u>JACK E FENNELL, 1574 N AZURITE PL, UTILITY REFUND</u>	04/20/2021	28.86	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	280170.03		<u>JACK E FENNELL, 1574 N AZURITE PL, UTILITY REFUND</u>	04/20/2021	30.85	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	280170.03		<u>JACK E FENNELL, 1574 N AZURITE PL, UTILITY REFUND</u>	04/20/2021	20.48	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
	Total 280170.03:					80.19	.00					
2062	UTILITY REFUND #11	280230.02		<u>JOHN A PIATT, 2096 N AZURTIE DR, UTILITY REFUND</u>	04/23/2021	31.95	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	280230.02		<u>JOHN A PIATT, 2096 N AZURTIE DR, UTILITY REFUND</u>	04/23/2021	34.27	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	280230.02		<u>JOHN A PIATT, 2096 N AZURTIE DR, UTILITY REFUND</u>	04/23/2021	28.61	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		

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Total 280230.02:						94.83	.00					
2062	UTILITY REFUND #11	281003.00		<u>HALLMARK HOMES, 1536 W CERULEAN ST, UTILITY REFUND</u>	03/30/2021	149.12	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	281003.00		<u>HALLMARK HOMES, 1536 W CERULEAN ST, UTILITY REFUND</u>	03/30/2021	10.45	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 281003.00:						159.57	.00					
2062	UTILITY REFUND #11	281075.00		<u>NORTHSTAR HOMES, 1499 W GAINSBORO ST, UTILITY REFUND</u>	04/20/2021	17.36	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	281075.00		<u>NORTHSTAR HOMES, 1499 W GAINSBORO ST, UTILITY REFUND</u>	04/20/2021	28.18	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 281075.00:						45.54	.00					
2062	UTILITY REFUND #11	291044.02		<u>RALPH HENDERSON, 6890 S DONAWAY AVE, UTILITY REFUND</u>	04/20/2021	95.06	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	291044.02		<u>RALPH HENDERSON, 6890 S DONAWAY AVE, UTILITY REFUND</u>	04/20/2021	6.15	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	291044.02		<u>RALPH HENDERSON, 6890 S DONAWAY AVE, UTILITY REFUND</u>	04/20/2021	5.18	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 291044.02:						106.39	.00					
2062	UTILITY REFUND #11	292118.01		<u>KEVIN M COLDANI, 2570 W MALCOLM WAY, UTILITY REFUND</u>	04/23/2021	42.33	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	292118.01		<u>KEVIN M COLDANI, 2570 W MALCOLM WAY, UTILITY REFUND</u>	04/23/2021	37.68	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		

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2062	UTILITY REFUND #11	292118.01		<u>KEVIN M COLDANI, 2570 W MALCOLM WAY, UTILITY REFUND</u>	04/23/2021	23.65	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 292118.01:						103.66	.00					
2062	UTILITY REFUND #11	300060.02		<u>LAWRENCE SCHULTZ, 2650 N HOSE GULCH AVE, UTILITY REFUND</u>	04/23/2021	36.41	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	300060.02		<u>LAWRENCE SCHULTZ, 2650 N HOSE GULCH AVE, UTILITY REFUND</u>	04/23/2021	48.78	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	300060.02		<u>LAWRENCE SCHULTZ, 2650 N HOSE GULCH AVE, UTILITY REFUND</u>	04/23/2021	31.76	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 300060.02:						116.95	.00					
2062	UTILITY REFUND #11	302026.02		<u>JUSTIN HALL, 613 E RAISON CT, UTILITY REFUND</u>	04/21/2021	7.43	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	302026.02		<u>JUSTIN HALL, 613 E RAISON CT, UTILITY REFUND</u>	04/21/2021	8.87	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	302026.02		<u>JUSTIN HALL, 613 E RAISON CT, UTILITY REFUND</u>	04/21/2021	6.23	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 302026.02:						22.53	.00					
2062	UTILITY REFUND #11	303261.01		<u>DON BRANDT, 2359 N DESTINY AVE, UTILITY REFUND</u>	04/20/2021	54.44	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	303261.01		<u>DON BRANDT, 2359 N DESTINY AVE, UTILITY REFUND</u>	04/20/2021	55.78	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	303261.01		<u>DON BRANDT, 2359 N DESTINY AVE, UTILITY REFUND</u>	04/20/2021	38.25	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		

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Total 303261.01:						148.47	.00					
2062	UTILITY REFUND #11	341027.01		<u>IVORINE S NEU-SWOFFORD, 5924 S DONAWAY AVE, UTILITY REFUND</u>	04/20/2021	38.64	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	341027.01		<u>IVORINE S NEU-SWOFFORD, 5924 S DONAWAY AVE, UTILITY REFUND</u>	04/20/2021	46.49	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	341027.01		<u>IVORINE S NEU-SWOFFORD, 5924 S DONAWAY AVE, UTILITY REFUND</u>	04/20/2021	29.19	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 341027.01:						114.32	.00					
2062	UTILITY REFUND #11	50408.02		<u>DAVID W DUST, 805-825 N WHITE BARN RD, UTILITY REFUND</u>	04/20/2021	90.06	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2062	UTILITY REFUND #11	50408.02		<u>DAVID W DUST, 805-825 N WHITE BARN RD, UTILITY REFUND</u>	04/20/2021	164.05	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2062	UTILITY REFUND #11	50408.02		<u>DAVID W DUST, 805-825 N WHITE BARN RD, UTILITY REFUND</u>	04/20/2021	76.16	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/21		
Total 50408.02:						330.27	.00					
Total UTILITY REFUND #11:						4,162.17	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	268416.00		<u>CBH, 1425 N THISTLE DR, UTILITY REFUND</u>	04/07/2021	92.88	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268416.00		<u>CBH, 1425 N THISTLE DR, UTILITY REFUND</u>	04/07/2021	41.50	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 268416.00:						134.38	.00					

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2004	UTILITY REFUND #9	268422.00		<u>CBH, 1504 N CRAWFORD AVE, UTILITY REFUND</u>	03/30/2021	18.29	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268422.00		<u>CBH, 1504 N CRAWFORD AVE, UTILITY REFUND</u>	03/30/2021	11.48	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 268422.00:						29.77	.00					
2004	UTILITY REFUND #9	268429.00		<u>CBH, 2518 W BALBOA DR, UTILITY REFUND</u>	04/07/2021	71.18	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268429.00		<u>CBH, 2518 W BALBOA DR, UTILITY REFUND</u>	04/07/2021	9.45	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 268429.00:						80.63	.00					
2004	UTILITY REFUND #9	268431.00		<u>CBH, 2550 W BALBOA DR, UTILITY REFUND</u>	04/09/2021	32.31	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268431.00		<u>STACY CONSTRUCTION, 2010 N SUNSET FARM AVE, UTILITY REFUND</u>	04/09/2021	41.24	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 268431.00:						73.55	.00					
2004	UTILITY REFUND #9	268435.00		<u>CBH, 2614 W BALBOA DR, UTILITY REFUND</u>	03/30/2021	14.35	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268435.00		<u>CBH, 2614 W BALBOA DR, UTILITY REFUND</u>	03/30/2021	6.98	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 268435.00:						21.33	.00					
2004	UTILITY REFUND #9	268440.00		<u>CBH, 2694 W BALBOA DR, UTILITY REFUND</u>	03/30/2021	45.57	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268440.00		<u>CBH, 2694 W BALBOA DR, UTILITY REFUND</u>	03/30/2021	21.69	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		

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Total 268440.00:						67.26	.00					
2004	UTILITY REFUND #9	268442.00		<u>CBH, 2726 W BALBOA DR, UTILITY REFUND</u>	04/09/2021	61.58	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268442.00		<u>CBH, 2726 W BALBOA DR, UTILITY REFUND</u>	04/09/2021	76.01	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 268442.00:						137.59	.00					
2004	UTILITY REFUND #9	268449.00		<u>CBH, 1510 N THISTLE DR, UTILITY REFUND</u>	04/09/2021	31.99	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268449.00		<u>CBH, 1510 N THISTLE DR, UTILITY REFUND</u>	04/09/2021	40.06	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 268449.00:						72.05	.00					
2004	UTILITY REFUND #9	268451.00		<u>CBH, 1470 N THISTLE DR, UTILITY REFUND</u>	03/30/2021	35.27	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	268451.00		<u>CBH, 1470 N THISTLE DR, UTILITY REFUND</u>	03/30/2021	38.78	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 268451.00:						74.05	.00					
2004	UTILITY REFUND #9	277525.00		<u>CBH, 242 W SNOWY OWL ST, UTILITY REFUND</u>	04/09/2021	58.74	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	277525.00		<u>CBH, 242 W SNOWY OWL ST, UTILITY REFUND</u>	04/09/2021	73.12	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 277525.00:						131.86	.00					
2004	UTILITY REFUND #9	277532.00		<u>CBH, 354 W SNOWY OWL ST, UTILITY REFUND</u>	03/30/2021	43.95	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	277532.00		<u>CBH, 354 W SNOWY OWL ST, UTILITY REFUND</u>	03/30/2021	42.85	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		

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Total 277532.00:						86.80	.00					
2004	UTILITY REFUND #9	281023.00		<u>STACY CONSTRUCTION, 2010 N SUNSET FARM AVE, UTILITY REFUND</u>	04/02/2021	63.78	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
Total 281023.00:						63.78	.00					
2004	UTILITY REFUND #9	292101.00		<u>CBH, 2609 W RICKON ST, UTILITY REFUND</u>	04/09/2021	31.09	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	292101.00		<u>CBH, 2609 W RICKON ST, UTILITY REFUND</u>	04/09/2021	35.89	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 292101.00:						66.98	.00					
2004	UTILITY REFUND #9	293037.00		<u>CBH, 6618 S DONAWAY AVE, UTILITY REFUND</u>	04/07/2021	69.05	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	293037.00		<u>CBH, 6618 S DONAWAY AVE, UTILITY REFUND</u>	04/07/2021	4.76	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 293037.00:						73.81	.00					
2004	UTILITY REFUND #9	293054.00		<u>CBH, 3406 W CHARLENE ST, UTILITY REFUND</u>	04/09/2021	60.37	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	293054.00		<u>CBH, 3406 W CHARLENE ST, UTILITY REFUND</u>	04/09/2021	77.22	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 293054.00:						137.59	.00					
2004	UTILITY REFUND #9	293055.00		<u>CBH, 3422 W CHARLENE ST, UTILITY REFUND</u>	03/30/2021	27.76	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	293055.00		<u>CBH, 3422 W CHARLENE ST, UTILITY REFUND</u>	03/30/2021	24.27	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		

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Total 293055.00:						52.03	.00					
2004	UTILITY REFUND #9	302403.00		<u>EAGLEWOOD HOMES, 9452 S FUEGO AVE, UTILITY REFUND</u>	04/06/2021	90.34	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	302403.00		<u>EAGLEWOOD HOMES, 9452 S FUEGO AVE, UTILITY REFUND</u>	04/06/2021	33.79	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 302403.00:						124.13	.00					
2004	UTILITY REFUND #9	302425.00		<u>STACY CONSTRUCTION, 722 E PASCUA DR, UTILITY REFUND</u>	04/23/2021	59.17	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	302425.00		<u>STACY CONSTRUCTION, 722 E PASCUA DR, UTILITY REFUND</u>	04/23/2021	68.83	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 302425.00:						128.00	.00					
2004	UTILITY REFUND #9	302427.00		<u>EAGLEWOOD HOMES, 761 E RIO CHICO DR, UTILITY REFUND</u>	04/09/2021	65.06	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	302427.00		<u>EAGLEWOOD HOMES, 761 E RIO CHICO DR, UTILITY REFUND</u>	04/09/2021	3.39	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 302427.00:						68.45	.00					
2004	UTILITY REFUND #9	303526.00		<u>HUBBLE HOMES, 730 E BRUSH CREEK ST, UTILITY REFUND</u>	03/30/2021	48.51	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	303526.00		<u>HUBBLE HOMES, 730 E BRUSH CREEK ST, UTILITY REFUND</u>	03/30/2021	25.54	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 303526.00:						74.05	.00					
2004	UTILITY REFUND #9	320109.00		<u>HAYDEN HOMES, 1751 E JADE FALLS ST, UTILITY REFUND</u>	04/07/2021	68.32	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		

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2004	UTILITY REFUND #9	320109.00		<u>HAYDEN HOMES, 1751 E JADE FALLS ST, UTILITY REFUND</u>	04/07/2021	3.96	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 320109.00:						72.28	.00					
2004	UTILITY REFUND #9	320135.00		<u>HAYDEN HOMES, 1837 E PORTER ST, UTILITY REFUND</u>	04/06/2021	3.22	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
2004	UTILITY REFUND #9	320135.00		<u>HAYDEN HOMES, 1837 E PORTER ST, UTILITY REFUND</u>	04/06/2021	66.53	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
Total 320135.00:						69.75	.00					
2004	UTILITY REFUND #9	323006.00		<u>TRESIDIO HOMES, 1678 N PEAKHURT AVE, UTILITY REFUND</u>	03/30/2021	41.19	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	323006.00		<u>TRESIDIO HOMES, 1678 N PEAKHURT AVE, UTILITY REFUND</u>	03/30/2021	31.73	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 323006.00:						72.92	.00					
2004	UTILITY REFUND #9	323061.00		<u>TODD CAMPBELL CUSTOM HOMES, 1701 N PEAKHURT AVE, UTILITY REFUND</u>	03/30/2021	73.50	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
Total 323061.00:						73.50	.00					
2004	UTILITY REFUND #9	330305.00		<u>TOLL BROS INC, 1337 E TIMBER TRAIL DR, UTILITY REFUND</u>	04/06/2021	92.15	.00	<u>20-4500 METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	330305.00		<u>TOLL BROS INC, 1337 E TIMBER TRAIL DR, UTILITY REFUND</u>	04/06/2021	34.79	.00	<u>21-4600 SEWER USER FEES</u>	0	4/21		
Total 330305.00:						126.94	.00					

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2004	UTILITY REFUND #9	330308.00		<u>TOLL BROS INC, 1992 N THORNDALE AVE, UTILITY REFUND</u>	03/30/2021	55.35	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	330308.00		<u>TOLL BROS INC, 1992 N THORNDALE AVE, UTILITY REFUND</u>	03/30/2021	29.77	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 330308.00:						85.12	.00					
2004	UTILITY REFUND #9	330318.00		<u>TOLL BROS INC, 1334 E WHIG DR, UTILITY REFUND</u>	04/09/2021	69.97	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	330318.00		<u>TOLL BROS INC, 1334 E WHIG DR, UTILITY REFUND</u>	04/09/2021	4.08	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 330318.00:						74.05	.00					
2004	UTILITY REFUND #9	330326.00		<u>TOLL BROS, 1206 E WHIG DR, UTILITY REFUND</u>	03/30/2021	43.32	.00	<u>20-4500_METERED WATER SALES</u>	0	4/21		
2004	UTILITY REFUND #9	330326.00		<u>TOLL BROS, 1206 E WHIG DR, UTILITY REFUND</u>	03/30/2021	41.78	.00	<u>21-4600_SEWER USER FEES</u>	0	4/21		
Total 330326.00:						85.10	.00					
Total UTILITY REFUND #9:						2,357.75	.00					
Grand Totals:						382,691.16	198,919.49					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

8	Rezone Checklist			X
9	Vicinity Map			X
10	Site Photos			X
11	Homeowners Maintenance Agreement			X
12	Legal Description			X
13	Affidavit of Legal Interest			X
14	Deed			X
15	Letter of Intent			X
16	Commitment to Property Posting			X
17	TIS Executive Summary			X
18	Subdivision Name Reservation			X
19	Phasing Plan			X
20	Landscape Plan			X
21	Neighborhood Meeting Certification			X
22	Preliminary Plat			X
23	Agency Transmittal			X
24	Central District Health Department			X
25	Boise Project Board of Control			X
26	Department of Environmental Quality			X
27	Idaho Transportation Department			X
28	COMPASS			X
29	City Engineer			X
30	Ada County Highway District			X
31	P&Z Kuna Melba News			X
32	P&Z Mailer			X
33	P&Z Proof of Property Posting			X
34	CC Kuna Melba News			X
35	CC Mailer			X
36	CC Proof of Property Posting			X

1.2 Hearings

1.2.1 These matters came before the City Council on April 20, 2021, the FCO's have been requested to go to the City Council on May 4, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's February 9, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
Sabrina Durtschi

1.3.2 Those who testified at the Council’s April 20, 2021 hearing are as follows, to-wit:

1.3.2.1 City Staff:
Doug Hanson, Planner II

1.3.2.2 Appearing for the Applicant:
Sabrina Durtschi

**II
DECISION**

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

**III
FINDINGS OF FACT**

3.1 Findings Regarding Notice

3.1.1 **Notice Required:** Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the April 20, 2021 hearing on the Rezone and Preliminary Plat for Paloma Ridge Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	March 31, 2021

3.1.2.2 Notice for the April 20, 2021 hearing containing the description of the property proposed to be developed, was mailed on March 31, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the April 20, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on March 16, 2021. A Proof of Property Posting was provided to staff on March 18, 2021.

3.1.2.4 Notice for the April 20, 2021 hearing was posted in conspicuous places within City Hall on the Foyer’s Bulletin Boards and City Website.

3.2 Findings Regarding Rezone

3.2.1 The land for proposed Rezone is comprised of one (1) parcel totaling approximately 113.25 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Patterson Family Enterprises	113.25 acres	A – Agriculture	S1312223000

3.2.2 The landowner of the parcel at issue did not oppose rezoning.

3.2.3 The Parcel is currently in Kuna City Limits and has a zoning district classification of Agriculture. The Comprehensive Plan Future Land Use Map identifies the subject parcel as Mixed Use.

3.2.4 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	A P	Agriculture – Kuna City Public – Kuna City
South	RR	Rural Residential – Ada County
East	RR PUD	Rural Residential – Ada County Planned Unit Development – Kuna City
West	A RR	Agriculture – Kuna City Rural Residential – Ada County

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal is for a multi-phased Subdivision that would include 388 lots (341 residential lots, 42 common lots and five (5) commercial lots).

3.3.3 The applicant requested C-1 (Neighborhood Commercial), R-4 (Medium Residential), R-6 (Medium Density Residential) and R-8 (Medium/High Density Residential) zoning districts.

3.3.4 Paloma Ridge Subdivision will be conveyed to the Springhill Lift Station. Developer participation may be needed to expand lift station and associated force main capacity. Sewer and Water “Will Serve” commitments shall be based on available water and sewer capacities at the time of construction drawing approval.

3.4 Testimony of the City Planner

3.4.1 Conclusions: The City Planner, in a staff memo to the City Council dated April 20, 2021, confirmed that a review of the site and records on file at the City of Kuna have been completed with the following conclusions:

- 3.4.1.1** The applicant held a virtual Neighborhood Meeting on July 21, 2020 with two (2) attendees. An on-site Neighborhood Meeting was held on July 23, 2020 with three (3) attendees. Neighborhood meeting minutes as well as mailed materials have been provided as a part of this application.
- 3.4.1.2** The applicant is proposing to Rezone approximately 113.25 acres from A (Agriculture) to C-1 (Neighborhood Commercial), R-4 (Medium Density Residential), R-6 (Medium Density Residential) and R-8 (Medium/High Density Residential) zoning districts. The applicant also requests Preliminary Plat approval in order to subdivide the approximate 113.25 acres into 388 total lots (341 residential lots, 42 common lots and five (5) commercial lots). The overall gross density of the project is 3.01 dwelling units per acre (DUA), the net density is 5.20 DUA.
- 3.4.1.3** The applicant has proposed 12.11% qualified open space, as defined by Kuna City Code (KCC) 5-1-6-2. Included in the useable open space is a community pool with pool house, pickleball court, playground, pocket parks and pathways for pedestrian connectivity. A public pedestrian trail will run along the southern and western boundaries of the development. KCC 5-17-14 requires that public pathways shall be a minimum of five (5) feet in width and constructed of an impervious surface that is acceptable by the City Engineer and in compliance with Americans with Disabilities Act accessibility guidelines. The pathway shall be centered in a public easement at least ten (10) feet in width. KCC 5-17 requires developments with a range of 301 to 350 homes/dwelling units to devote 10% of the development area as qualified open space. Staff views the 12.11% qualified open space provided to be in compliance with KCC.
- 3.4.1.4** The applicant is proposing improvements to S Linder Road running along the site's western frontage. Linder Road is listed as a North-South Minor Arterial on the City of Kuna Street Circulation Map. Ada County Highway District (ACHD) calls for the applicant to dedicate additional right-of-way to total 50-feet from centerline. Staff would recommend that S Linder Road be improved with vertical curb, gutter and detached sidewalk installed in accordance with KCC 5-17-13 and 6-4-2 and ACHD Policy. The applicant is proposing improvements to W Columbia Road running along the site's northern frontage. Columbia Road is listed as an east west minor arterial on the City of Kuna Street Circulation Map. ACHD calls for the applicant to dedicate additional right-of-way to total 39-feet from centerline. Staff would recommend that Columbia Road be improved with vertical curb, gutter and detached sidewalk installed in accordance with KCC 5-17-13 and 6-4-2 and ACHD Policy. A single lane roundabout is planned for the intersection of Linder and Columbia Roads, ACHD requests that the applicant provides sufficient right-of-way to accommodate the roundabouts future construction, staff agrees with this request. Roundabout construction was not specified to be a part of ACHD's

Integrated Five Year Work Plan and is not a part of the Capital Improvement Plan, staff will require that the intersection be fully improved with four-to-eight-foot irrigated planter strip, eight-foot-wide detached sidewalk and 20-to-30-foot landscape buffer. The applicant has not proposed the construction of any collector roadways with this application. The City of Kuna Street Circulation Map proposes a collector roadway through the southern portion of the project; however, it would be required to cross the Kuna Canal at two points, ACHD has recommended that the collector roadway be shifted to the south to avoid crossing the Kuna Canal, Staff supports this decision.

- 3.4.1.5** Per the ACHD staff report and the submitted Traffic Impact Study (TIS), the current roadway segments of Columbia Road between Meridian Road and Linder Road, and Linder Road between Columbia and Hubbard Road, will not meet minimum operational thresholds with the buildout of this development neither will the current intersections of Meridian Road and Lake Hazel Road, Linder Road and Hubbard Road and Meridian Road and Columbia Road. ACHD has listed several mitigation improvements to be completed by certain lot counts throughout the development process. Once the mitigation improvements are completed, per the submitted TIS the surrounding roadways and intersections will be back to within an acceptable operational threshold. Staff will require the applicant to work with ACHD and the City to complete all required mitigation improvements to the surrounding roadways and intersections as detailed in the ACHD staff report.
- 3.4.1.6** The Paloma Ridge Subdivision will convey its sewage directly to the Springhill Lift Station. Comments from the City Engineer in exhibit B-7 confirm that the Springhill Lift Station has the capacity to serve the 346 proposed EDU's.
- 3.4.1.7** Correspondence from the Boise Project Board of Control and Public Works confirms that the applicant does not possess any surface irrigation water rights. The subdivision must support their own pressurized irrigation (PI) system, and cannot connect to the City of Kuna PI system. Staff would recommend the condition that the applicant be required to work with the Public Works Department to develop a private PI system that will meet or exceed City of Kuna standards.
- 3.4.1.8** The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant has not included proposed locations of streetlights on the preliminary plat. Staff will require the applicant to work with staff in order to comply with KCC and install street lights with a maximum spacing of 250 ft. The final location of street lights will be approved at the time of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.
- 3.4.1.9** A Design Review application for common area landscaping and open space was included as a part of the overall application. The proposed application includes internal pathways, staff will require the applicant comply with KCC 5-5-5-F and install "see-through" fencing. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of

civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection. The developer, owner and/or applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the Final Plat.

3.4.1.10 Kuna’s Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan that address the above listed items are included in Section “H” of the staff memo. Staff has reviewed the proposed Rezone and Preliminary Plat for technical compliance with KCC, and finds the Pre-Plat and landscape plan are in compliance with, Title 5 and Title 6 of the Kuna City Code; Idaho Statute §67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna’s staff, ACHD, the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency’s requirements. Staff recommends that if the City Council approves Case Nos. 20-10-S (Preliminary Plat) and 20-07-ZC (Rezone), the applicant be subject to the conditions of approval listed in section 3.4.2 of this report, as well as any additional conditions requested by the City Council.

3.4.2 Staff Recommendations: As a result of the review, Planner II, Doug Hanson, recommended that if the City Council approves of Case Nos. 20-07-ZC (Rezone) and 20-10-S (Preliminary Plat), the applicant be subject to the following Conditions of Approval, including one additional condition:

3.4.2.1 The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.4.2.1.1 The City Engineer shall approve all sewer hook-ups.

3.4.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.4.2.1.3 Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.

3.4.2.1.4 The Kuna Rural Fire District (KRFD) shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by KRFD are required.

- 3.4.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
- 3.4.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).
- 3.4.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and ACHD. No public street construction may commence without the approval and permit from ACHD.
- 3.4.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.
- 3.4.2.3 Compliance with Idaho Code, §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- 3.4.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Irrigation system of the City.
- 3.4.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform to all corresponding Master Plans.
- 3.4.2.6 To the extent necessary to serve this project, the developer/owner/applicant shall be required to participate, as determined by the City Engineer, in the development of additional sewer capacity.
- 3.4.2.7 Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.
- 3.4.2.8 Developer/owner/applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/owner/applicant shall obtain proper language from Ada County Highway District.
- 3.4.2.9 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.
- 3.4.2.10 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
- 3.4.2.11 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

- 3.4.2.12** All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
- 3.4.2.13** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- 3.4.2.14** The applicant shall install sod wherever the landscape plan (dated September 8, 2020) identifies “Lawn” and provide staff an updated landscaping plan accommodating the requested change.
- 3.4.2.15** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
- 3.4.2.16** If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.
- 3.4.2.17** Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
- 3.4.2.18** 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 the Public Hearing processes.
- 3.4.2.19** Developer/owner/applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.
- 3.5.2.20** Developer/owner/applicant shall comply with all local, state and federal laws.
- 3.4.2.21** Applicant shall not request Final Plat approval until the City’s Public Works Director issues the Will-Serve Letter to the applicant that states the City’s Springhill Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.
- 3.4.2.22** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC §6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
- 3.4.2.23** Developer/owner/applicant shall work with Public Works to develop a pressurized irrigation system that meets Kuna City Code requirements.
- 3.4.2.24** Developer/owner/applicant shall include all subdivision amenities as presented in the applicant presentation to the City Council.

3.5 Other Testimony

- 3.5.1** 2/9/2021 Public Hearing – Sabrina Durtschi, Toll Brothers, testified about the specifics of the project including: improvements and construction of public right-of-way, open space and amenities, the projects conformance to the Comprehensive Plan and the type of housing product that would be delivered.
- 3.5.2** 4/20/2021 Public Hearing – Sabrina Durtschi, Toll Brothers, testified about the specifics of the project including: improvements and construction of public right-of-way, open space and amenities. Specifically focusing on the pathways, parks and pool area. She also discussed the projects conformance to the Comprehensive Plan and the type of housing product that would be delivered.

IV CONCLUSIONS OF LAW RE: POWERS AND DUTIES OF THE CITY COUNCIL

- 4.1** City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2** The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-13 & §67-65, and Kuna City Code 1-14-3.

V CONCLUSIONS OF LAW RE: APPLICATION FOR REZONE

- 5.1** The City of Kuna has authority to Rezone lands within its boundaries pursuant to I.C. §67-6511.
- 5.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Rezones are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 5.3** The Rezone, proposed by the Rezone Application in Case No. 20-07-ZC, complies with the Comprehensive Plan.

VI CONCLUSIONS OF LAW RE: APPLICATION FOR PRELIMINARY PLAT

- 6.1** The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.
- 6.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 6.3** Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §50-13 & §67-65 and Article 12, section 2.

VII
ORDER OF APPROVAL OF APPLICATIONS FOR
REZONE AND PRELIMINARY PLAT

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

- 7.1 That the Rezone application (Case No. 20-07-ZC) is approved.
- 7.2 That the Preliminary Plat application (Case No. 20-10-S) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 4th day of May, 2021.

Joe Stear, Mayor

8	Rezone Checklist			X
9	Vicinity Map			X
10	Homeowner's Maintenance Agreement			X
11	Legal Description			X
12	Affidavit of Legal Interest			X
13	Deed			X
14	Letter of Intent			X
15	Commitment to Property Posting			X
16	Subdivision Name Reservation			X
17	Phasing Plan			X
18	Landscape Plan			X
19	Neighborhood Meeting Certification			X
20	Preliminary Plat			X
21	Agency Transmittal			X
22	Kuna Rural Fire District			X
23	Department of Environmental Quality			X
24	Central District Health Department			X
25	Nampa and Meridian Irrigation District			X
26	COMPASS			X
27	City Engineer			X
28	Ada County Highway District			X
29	P&Z Kuna Melba News			X
30	P&Z Zoning Mailer			X
31	P&Z Proof of Property Posting			X
32	CC Kuna Melba News			X
33	CC Mailer			X
34	CC Proof of Property Posting			X

1.2 Hearings

1.2.1 These matters came before the City Council on April 20, 2021, The FCO's have been requested to go to the City Council on May 4, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's February 9, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
Sabrina Durtschi

1.3.2 Those who testified at the Council’s April 20, 2021 hearing are as follows, to-wit:

1.3.2.1 City Staff:
Doug Hanson, Planner II

1.3.2.2 Appearing for the Applicant:
Sabrina Durtschi

**II
DECISION**

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

**III
FINDINGS OF FACT**

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the April 20, 2021 hearing on the Rezone and Preliminary Plat for Paloma Ridge West Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	March 31, 2021

3.1.2.2 Notice for the April 20, 2021 hearing containing the description of the property proposed to be developed was mailed on the March 31, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the April 20, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on March 16, 2021. A Proof of Property Posting was provided to staff on March 18, 2021.

3.1.2.4 Notice for the April 20, 2021 hearing was posted in conspicuous places within City Hall on the Foyer’s Bulletin Boards and City Website.

3.2 Findings Regarding Rezone

3.2.1 The land for proposed Rezone is comprised of one parcel totaling approximately 22.1 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Patterson Family Enterprises	22.1 acres	A – Agriculture	S1311141960

3.2.2 The landowner of the parcel at issue did not oppose rezoning.

3.2.3 The parcel is currently in Kuna City Limits and has a zoning district classification of Agriculture. The Comprehensive Plan Future Land Use Map identifies the subject parcel as Mixed Use.

3.2.4 The existing land uses and zoning district classifications for lands surrounding the subject parcel is as follows:

North	RR R-6	Rural Residential – Ada County Medium Density Residential – Kuna City
South	RR A	Rural Residential – Ada County Agriculture – Kuna City
East	RR A	Rural Residential – Ada County Agriculture – Kuna City
West	R-6	Medium Density Residential – Kuna City

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal is for a multi-phased Subdivision that would include 91 lots (78 buildable lots, 12 common lots and one (1) shared driveway).

3.3.3 The applicant requested an R-6 (Medium Density Residential) zoning district.

3.3.4 Paloma Ridge West Subdivision will be conveyed to the Springhill Lift Station. Developer participation may be needed to expand lift station and associated force main capacity. Sewer and Water “Will Serve” commitments shall be based on available water and sewer capacities at the time of construction drawing approval.

3.4 Testimony of the City Planner

3.4.1 Conclusions: The City Planner, in a staff report to the City Council dated April 20, 2021, confirmed that a review of the site and records on file at the City of Kuna hve been completed with the following conclusions:

3.4.1.1 On July 30, 2020 staff held a pre-application meeting with the applicant to discuss the project. The applicant held a virtual Neighborhood Meeting on

August 4, 2020 there were no attendees. An on-site Neighborhood Meeting was held on August 6, 2020 there were three (3) attendees. Neighborhood Meeting Minutes as well as mailed materials have been provided as a part of this application.

- 3.4.1.2** The applicant is proposing to Rezone an approximately 22.1-acre parcel from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The 22.1 acres will be subdivided into 91 total lots (78 buildable lots and 12 common lots and one shared driveway). The overall gross density of the project is 3.53 dwelling units per acre (DUA), the net density is 5.65 DUA.
- 3.4.1.3** 1.84 acres, or 8.4% of the project, is considered useable open space, as defined by Kuna City Code (KCC) 5-1-6-2. Included in the useable open space is a park with playground equipment and pathways for pedestrian connectivity. KCC 5-17 requires developments with a range of 50 to 100 homes/dwelling units to devote 7.50% of the development area to useable open space. Staff views the 8.4% useable open space provided to be in compliance with KCC.
- 3.4.1.4** The applicant is proposing improvements to S Linder Road running along the site's eastern frontage. Linder Road is listed as a north-south Minor Arterial on the City of Kuna Street Circulation Map. Ada County Highway District (ACHD) calls for the applicant to dedicate additional right-of-way to total 50-feet from centerline. Staff would recommend that S Linder Road be improved with vertical curb, gutter and detached sidewalk installed in accordance with KCC 5-17-13 and 6-4-2 and ACHD Policy. Two streets within the proposed site S Barnhill Avenue and W Arya street are greater than 750-ft in length, ACHD policy requires that the roadways be redesigned to be less than 750-ft in length or provide traffic calming measures. The Kuna Rural Fire District (KRFD) does not want these traffic calming measures placed at roadway intersections. The applicant will be required to install a sign at the terminus of each proposed stub street stating that these roads will continue in the future. Staff will defer the applicant to comments provided by Ada County Highway District for preferred language. The project proposes one public access to the subdivision off of S Linder Road with three (3) stub streets. KRFD requires that a subdivision 30 homes or greater has two (2) public accesses. The applicant has expressed the intention of utilizing the stub street identified on the Preliminary plat as W Hodor Street as its secondary public access connecting to phase 6 of the Silvertrail subdivision upon its construction. Staff has added the condition that the applicant come to an agreement with KRFD that the proposed subdivision will not construct more than 30 homes until the stub street identified on the Preliminary plat as W Hodor Street from phase 6 of the Silvertrail subdivision is available for connection.
- 3.4.1.5** The Paloma Ridge West Subdivision will convey its sewage directly to the Springhill Lift Station. Comments from the City Engineer in exhibit B-7 confirm that the Springhill Lift Station has the capacity to serve the 78 proposed EDU's.
- 3.4.1.6** The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant shall be required to work with staff in order to comply with KCC and install street lights with a maximum spacing of

250 feet. The final location of street lights will be approved at the time of construction document review. Staff would note that these streetlights must be designed and installed according to “Dark Sky” standards.

3.4.1.7 A Design Review application for common area landscaping and open space was included as a part of the overall application. The proposed application includes internal pathways, staff will require the applicant comply with KCC 5-5-5-F and install “see-through” fence. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection. The developer, owner and/or applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the Final Plat.

3.4.1.8 Kuna’s Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan that address the above listed items are included the staff report. Staff has reviewed the proposed Rezone and Preliminary Plat for technical compliance with KCC, and finds the Pre-Plat and landscape plan are in compliance with, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna’s staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency’s requirements. Staff recommends that if the City Council approves Case Nos. 20-11-S (Preliminary Plat) and 20-08-ZC (Rezone), the applicant be subject to the conditions of approval listed in section 3.4.2 of this report, as well as any additional conditions requested by the City Council.

3.4.2 Staff Recommendations: As a result of the review, Planner II, Doug Hanson, recommended that if the City Council approves Case Nos. 20-08-ZC (Rezone) and 20-11-S (Preliminary Plat), the applicant be subject to the following Conditions of Approval, including one additional condition:

3.4.2.1 The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.4.2.1.1 The City Engineer shall approve all sewer hook-ups.

3.4.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be

initiated until the applicant has received approval of the drainage plan.

- 3.4.2.1.3** Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.
- 3.4.2.1.4** The Kuna Rural Fire District (KRFD) shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by KRFD are required.
- 3.4.2.1.5** The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
- 3.4.2.1.6** Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).
- 3.4.2.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 3.4.2.2** Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.
- 3.4.2.3** Compliance with Idaho Code, §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- 3.4.2.4** When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City.
- 3.4.2.5** Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.
- 3.4.2.6** To the extent necessary to serve this project, the developer/owner/applicant shall be required to participate, as determined by the City Engineer, in the development of additional sewer capacity.
- 3.4.2.7** Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

- 3.4.2.8** Developer/owner/applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/owner/applicant shall obtain proper language from Ada County Highway District.
- 3.4.2.9** Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.
- 3.4.2.10** Street lights for the site shall be LED lighting, must comply with Kuna City Code and established Dark Sky practices.
- 3.4.2.11** Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
- 3.4.2.12** All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
- 3.4.2.13** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- 3.4.2.14** The applicant shall install sod wherever the landscape plan (dated September 21, 2020) identifies “Lawn” and provide staff an updated landscaping plan accommodating the requested change.
- 3.4.2.15** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
- 3.4.2.16** If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary plat.
- 3.4.2.17** Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
- 3.4.2.18** 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 the Public Hearing processes.
- 3.4.2.19** Developer/owner/applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.
- 3.5.2.20** Developer/owner/applicant shall comply with all local, state and federal laws.
- 3.4.2.21** Applicant shall not request Final Plat approval until the City’s Public Works Director issues the Will-Serve Letter to the applicant that states the City’s

Springhill Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

- 3.4.2.22** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC §6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
- 3.4.2.23** The proposed subdivision will not construct more than 30 homes until the stub street identified on the Preliminary Plat as W Hodor Street from Phase 6 of the Silvertrail Subdivision is available for connection, unless KRFD approves a temporary secondary access.
- 3.4.2.24** Developer/owner/applicant shall work with Public Works to develop a pressurized irrigation system that meets Kuna City Code requirements.
- 3.4.2.25** Developer/owner/applicant shall include all subdivision amenities as presented in the applicant presentation to the City Council.

3.5 Other Testimony

- 3.5.1** 2/9/2021 Public Hearing – Sabrina Durtschi, Toll Brothers, testified about the specifics of the project including: improvements and construction of public right-of-way, open space and amenities, the projects conformance to the Comprehensive Plan and the type of housing product that would be delivered.
- 3.5.2** 4/20/2021 Public Hearing – Sabrina Durtschi, Toll Brothers, testified about the specifics of the project including: improvements and construction of public right-of-way, open space and amenities. Specifically focusing on the pathways, parks and pool area. She also discussed the projects conformance to the Comprehensive Plan and the type of housing product that would be delivered.

IV

CONCLUSIONS OF LAW

RE: POWERS AND DUTIES OF THE CITY COUNCIL

- 4.1** City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2** The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-13 & §67-65, and Kuna City Code §1-14-3.

V

CONCLUSIONS OF LAW

RE: APPLICATION FOR REZONE

- 5.1** The City of Kuna has authority to Rezone lands within its boundaries pursuant to I.C. §67-6511.

- 5.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Rezones are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 5.3** The Rezone, proposed by the Rezone Application in Case No. 20-07-ZC, complies with the comprehensive plan.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

- 6.1** The City of Kuna has authority to approve Preliminary plats within its boundaries pursuant to I.C. §50-13 & §67-65.
- 6.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 6.3** Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §50-13 & §67-65 and Article 12, section 2.

VII
ORDER OF APPROVAL OF APPLICATIONS FOR
ANNEXATION, REZONE AND PRELIMINARY PLAT

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

- 7.1** That the Rezone application (Case No. 20-08-ZC) is approved.
- 7.2** That the Preliminary Plat application (Case No. 20-11-S) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 4th day of May, 2021.

Joe Stear, Mayor

**RESOLUTION NO. R17-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HOPE DEVELOPMENT COMPANY, FOR THE RED CLOUD SUBDIVISION FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Red Cloud Subdivision exists as part of an approved preliminary plat; and

WHEREAS construction plans for Red Cloud Subdivision were approved by the Kuna City Engineer on 13 November 2019; and

WHEREAS construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS the fencing has not been completed for Red Cloud Subdivision according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at six thousand six hundred eighteen dollars and seventy-six cents (\$6,618.76) adding 25% for a total of eight thousand two hundred seventy-three dollars and forty-five cents (\$8,273.45); and

WHEREAS developer desires to record the final plat for Red Cloud Subdivision prior to completion of construction; and

WHEREAS Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for **Red Cloud Subdivision** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least eight thousand two hundred seventy-three dollars and forty-five cents (\$8,273.45);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of May, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of May, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between HOPE DEVELOPMENT COMPANY, (hereinafter “Developer”); whose address is 885 W. Rush Road, Eage, ID 83616, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Red Cloud Subdivision, (“Development”) located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Fence Plan for Red Cloud Subdivision No. 1 and the associated Bid for fencing by Butte Fence.

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount eight thousand two hundred seventy-three dollars and forty-five cents (\$8,273.45), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of April, 2021.

HOPE DEVELOPMENT COMPANY

By Thomas Maile
Company Treasurer

On this ____ day of _____, 2021, before me _____, personally appeared THOMAS MAILE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the COMPANY TREASURER and on behalf of the HOPE DEVELOPMENT COMPANY.

S
E
A
L

Notary Public for _____
My commission expires on _____

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)



Butte Fence, Inc.

2049 E. Wilson Lane
Meridian, Idaho 83642
(p) 208-884-0203
(f) 208-884-8929

Quote

Order Number: 0113796
Order Date: 4/24/2021

Salesperson: 0004 Chuck Elliott
Customer Number: 10-HOPEDEV

Sold To:
Hope Development

Ship To:
Lot 8 Blk 3 Red Cloud
apprx 77' of 6' white t&g
apprx. 182' of 6' 3rail iron

Phone:

Customer P.O.	Ship VIA	F.O.B.	Terms			
lot 8 blk 3 Red Cloud			No Terms			
Item Code		Unit	Ordered	Shipped	Price	Amount
VFP5.8W	5 X 5 X 8 WHITE POST	EA	15.00	0.00	22.16	332.40
VFC5W-SQ	5 WHITE FLAT POST CAP	EA	15.00	0.00	1.34	20.10
VFK6W6-TG	6' WHITE T/G PRIV 6'OC 7/8 X 6 T/G	EACH	13.00	0.00	79.66	1,035.58
IFP2.8B	2 X 8 BLACK POST ORNAMENTAL IRON	EACH	23.00	0.00	20.50	471.50
IFA2B-CAP	2" BLACK FLAT POST CAP	EACH	23.00	0.00	0.92	21.16
IFP6B8-WEST-3RL-RG	6' WESTERN 3 RAIL 8' OC RACKABLE PANEL	EACH	23.00	0.00	100.55	2,312.65
IFA2B-BRKT-END-RG	2" ROYAL GUARD END BRACKET	EACH	12.00	0.00	2.81	33.72
IFA2B-BRKT-LINE-RG	2" ROYAL GUARD LINE BRACKET	EACH	63.00	0.00	3.72	234.36
LBAG	PREMIX CONCRETE BAG 80LB	EA	38.00	0.00	4.63	175.94
INV-PRIVACY-2RAIL	2 RAIL VINYL PRIVACY INSTALLATION	FEET	259.00	0.00	7.65	1,981.35

Net Order:	6,618.76
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	6,618.76

New Hope Development

Red Cloud Subdivision No. 1

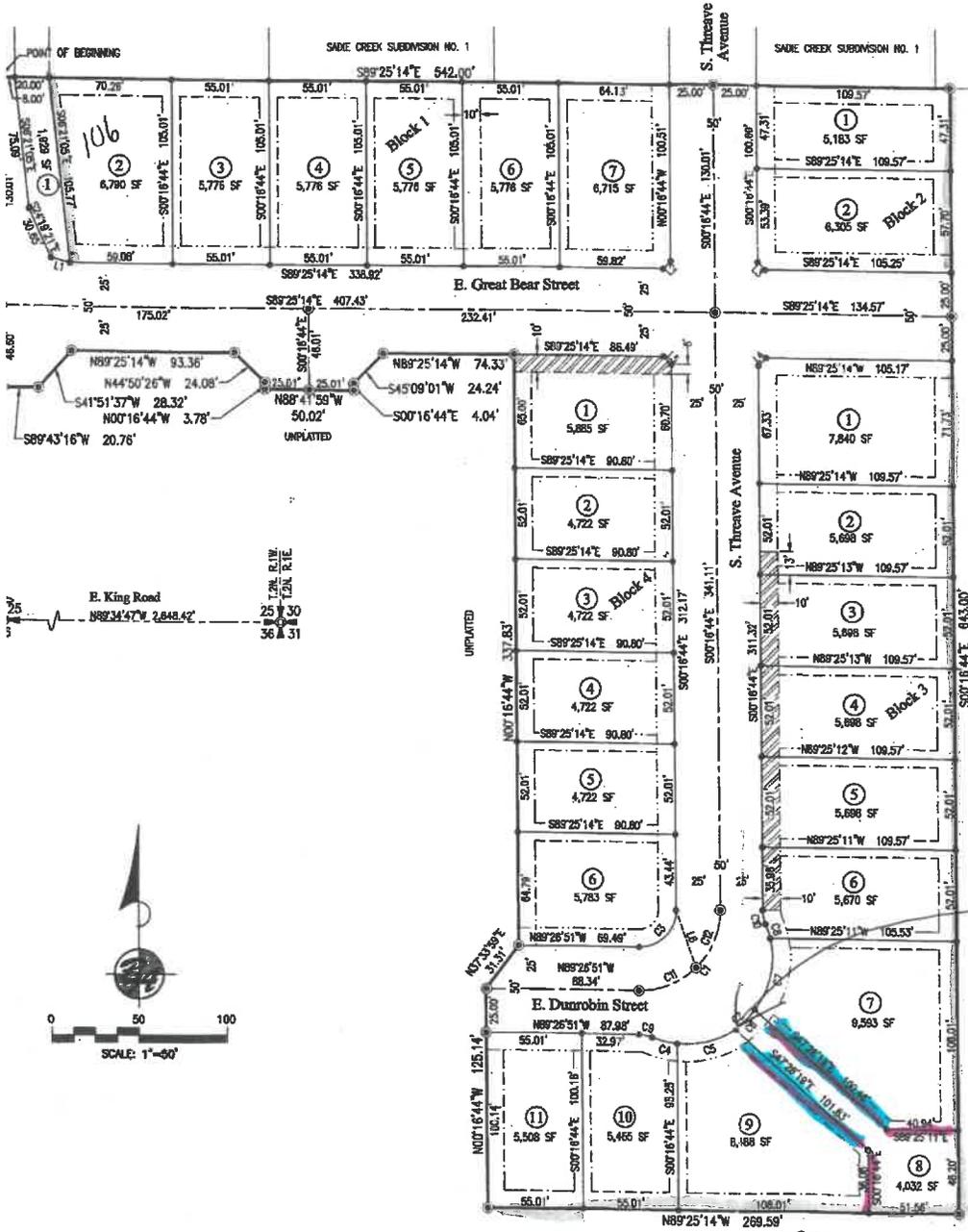
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W.,
BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

969'

421167 - By Friday

© 2019

N89°12'10"W 2,646.47' 25' 30"



Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND EASEMENT LINE TO BENEFIT THE SEE NOTE 10, SHEET 2 FOR MC
- 10' WIDE PUBLIC UTILITY EASEMENT SEE NOTE 8, SHEET 2 FOR MC
- STORM DRAINAGE EASEMENT LINE ACHD, SEE NOTE 13, SHEET 2
- FOUND 1/2" PIN WITH PLASTIC LABELLED 'LS 4116, UNLESS OTHER
- ⊙ FOUND 5/8" PIN WITH PLASTIC LABELLED 'LS 4116, UNLESS OTHER
- SET 1/2"x24" IRON PIN WITH PLASTIC LABELLED 'SBA LS 4116', UNLESS OTHER
- ⊙ SET 5/8"x30" IRON PIN WITH PLASTIC LABELLED 'SBA LS 4116', UNLESS OTHER
- CALCULATED POINT, NOT FOUND
- CENTER SECTION 25
- FOUND ALUMINUM CAP LS 7729
- CR#F 2017-024416
- CR#F 0723233
- CR#F 04019910
- EAST 1/4 COR
- FOUND 5/8 LEANIT PLS 989
- CR#F 104159297
- CR#F 0723234
- SOUTH 1/4 COR
- FOUND BRASS CAP LS 4431
- CR#F 100029855
- CR#F 100029431
- CR#F 9124254
- CR#F 0608085
- CR#F 0606030
- SE COR SECTION 25
- FOUND 5/8 PIN W/ PLASTIC CAP
- CR#F 0263032
- CR#F 0625942

Reference Documents

- SUBDIVISION PLATS
 - SIDE CREEK SUBDIVISION NO. 1, BOOK 100, PAGES 12831-12832
 - PIERSON SUBDIVISION NO. 3, BOOK 108, PAGES 15002-15003
 - SILVERTIP SUBDIVISION, BOOK 99, PAGES 12889-12890
- RECORDS OF SURVEY
 - ROS NO. 1500
 - ROS NO. 4951
- INSTRUMENT NUMBERS
 - 102111368 DEED

See Sheet 2 for Line Table, Curve T

JOSEPH



B&A I
Consulting Eng
5505 W. Frankl
(208) 343-3381



BOBBY WITHROW
PARKS DIRECTOR
Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor and Council

From: Bobby Withrow

Subject: Planning and Zoning remodel

Mayor and Council,

I am coming before you to ask for \$7,500 out of contingency funds to do a remodel of the Planning and Zoning department. This remodel will also affect the Building department. The plan is to switch the conference room with the Building department office area, creating a larger conference room for meetings. We will be adding a 4-5 foot wall with customer windows on the counter of the current P&Z area for security purposes. By moving the conference room it will also create a safer, more productive work environment and limit the disruptions from the public during business hours.

Jace Hellman indicated that if they had a "slow time" that it would be the next couple of months. This time frame would allow for the least disruption for his department. Construction during fall/winter would cause a much larger disruption as their workflow tends to pick up during this time. If approved we will start construction as soon as possible.

Thank you for your consideration,

Bobby Withrow
Parks Director
Fleet/Facilities

CITY OF KUNA
 COMBINED CASH INVESTMENT
 MARCH 31, 2021

COMBINED CASH ACCOUNTS

99-1002	CASH IN BANK /BOT CASCADES	.00
99-1004	CASH-US BANK	.00
99-1010	CASH CLEARING	.00
99-1020	CASH-BOTC-STATE POOL MMKT 2021	.00
99-1021	CASH-BOTC-LID MMKT 2048	.00
99-1030	CASH-LGIP ACCOUNT	15,545,825.80
99-1040	CASH - US BANK GENERAL CKNG	1,721,377.10
99-1041	CASH - US BANK PAYROLL CKNG	(641.40)
99-1042	CASH - LGIP PARK IMPACT FEES	2,222,286.98
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	93,131.73
99-1044	CASH-LGIP AGENCY FUND	1,109,952.95
99-1045	CERTIFICATE OF DEPOSIT ICCU	20,072,893.75
99-1070	RETURNED CHECK CLEARING	.00
99-1075	UTILITY CASH CLEARING	.00
	TOTAL COMBINED CASH	40,764,826.91
99-2000	ACCOUNTS PAYABLE	.00
99-1000	CASH ALLOCATED TO OTHER FUNDS	(40,764,826.91)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	5,007,024.25
3	ALLOCATION TO GRANT FUND	2,370.00
5	ALLOCATION TO LATE COMERS FEE FUND	5,217,322.89
6	ALLOCATION TO JUVENILE JUSTICE FUND	.00
19	ALLOCATION TO WELL MITIGATION FUND	.00
20	ALLOCATION TO WATER FUND	11,463,185.38
21	ALLOCATION TO SEWER FUND	8,126,947.67
22	ALLOCATION TO LID #2006-1 WWTP FUND	.00
25	ALLOCATION TO PRESSURE IRRIGATION FUND	5,496,111.64
26	ALLOCATION TO SOLID WASTE FUND	92,843.58
30	ALLOCATION TO AGENCY FUND	1,109,952.95
40	ALLOCATION TO GOVERNMENTAL CAP. PROJ. FUND	1,819,342.91
50	ALLOCATION TO PARK IMPACT FEE/CAP PROJ FUND	2,295,904.37
51	ALLOCATION TO POLICE IMPACT FEE FUND	129,957.88
52	ALLOCATION TO URBAN RENEWAL DISTRICT	3,870.00
	TOTAL ALLOCATIONS TO OTHER FUNDS	40,764,833.52
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(40,764,826.91)
	ZERO PROOF IF ALLOCATIONS BALANCE	6.61

Budget Results
Ending 3/31/21

Fund	Account	Detail	Revenue/Expense	3/31/2021	Annual Budget	% of Annual	Notes
1	4000	STATE LIQUOR DISTRIBUTION	Revenue	131,646.00	224,425.00	58.66%	
1	4001	SALES TAX REVENUE SHARE-STATE	Revenue	849,316.45	1,452,659.40	58.47%	
1	4100	PROPERTY TAX REVENUE	Revenue	2,172,117.75	3,571,119.00	60.82%	
1	4110	PROPERTY TAX INTEREST & PENALT	Revenue	1,767.78	3,001.10	58.90%	
1	4120	SALES TAX REVENUE SHARE-COUNTY	Revenue	112.50	216.00	52.08%	
1	4130	COUNTY FINE DISTRIBUTION	Revenue	4,306.10	8,552.26	50.35%	
1	4155	ADMINISTRATION SERVICES	Revenue	133,773.15	220,954.27	60.54%	
1	4170	FRANCHISE FEES	Revenue	238,362.17	349,109.84	68.28%	
1	4173	INTEREST REVENUE	Revenue	15,420.06	55,000.00	28.04%	Interest rates dropped
1	4180	LICENSES / BUSINESS	Revenue	1,660.00	5,000.00	33.20%	
1	4181	LICENSES / LIQUOR	Revenue	1,406.25	6,000.00	23.44%	
1	4182	LICENSES / BEER	Revenue	660.00	3,000.00	22.00%	
1	4183	LICENSES / WINE	Revenue	400.00	2,500.00	16.00%	
1	4184	LICENSES / DOGS	Revenue	3,706.50	11,500.00	32.23%	COVID affected
1	4185	MISCELLANEOUS INCOME	Revenue	24,435.51	50,000.00	48.87%	
1	4190	PERMITS / CATERING	Revenue	20.00	293.33	6.82%	
1	4193	PERMITS / VENDORS	Revenue	885.00	882.35	100.30%	
1	4195	RENTAL INCOME	Revenue	3,949.00	9,600.00	41.14%	
1	4197	RV DUMP REVENUE	Revenue	1,085.27	4,500.00	24.12%	
1	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	8,265.00	6,528.57	126.60%	
1	4360	BUILDING PERMITS	Revenue	531,688.61	936,775.98	56.76%	
1	4361	PLUMBING PERMITS	Revenue	122,645.17	200,814.42	61.07%	
1	4362	ELECTRICAL PERMITS	Revenue	124,212.26	225,643.65	55.05%	
1	4391	IRES CHECK FEES	Revenue	9,750.00	17,894.74	54.49%	
1	4392	MECHANICAL PERMITS	Revenue	51,493.85	126,652.25	40.66%	Only obtained if professionally repaired, likely COVID affected
1	4950	CARRY OVER	Revenue	4,208,742.62	3,300,000.00	127.54%	
1	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	46,571.03	98,844.30	47.12%	
1	5005	SALARIES & WAGES - STAFF	Expense	668,545.64	1,429,227.24	46.78%	
1	5009	SALARIES & WAGES - SEASONAL	Expense	879.26	62,108.49	1.42%	
1	5800	OASDI - EMPLOYER	Expense	44,657.63	98,591.16	45.30%	
1	5810	MEDICARE - EMPLOYER	Expense	10,578.55	23,057.61	45.88%	
1	5820	GROUP MEDICAL INSURANCE	Expense	114,863.24	233,318.33	49.23%	
1	5830	GROUP LIFE INSURANCE	Expense	521.58	980.61	53.19%	
1	5840	PERSI EMPLOYER 401(a)	Expense	82,327.55	182,479.28	45.12%	
1	5850	WORKERS' COMPENSATION INS.	Expense	12,736.02	25,756.42	49.45%	
1	5860	GROUP DENTAL/VISION INSURANCE	Expense	8,841.29	22,677.18	38.99%	
1	6000	LAW ENFORCEMENT SERVICES	Expense	1,279,465.31	2,558,929.23	50.00%	
1	6005	ANIMAL CONTROL SERVICES	Expense	54,769.98	109,540.00	50.00%	
1	6025	JANITORIAL	Expense	5,796.88	18,165.66	31.91%	
1	6027	CODE ABATEMENT EXPENSE	Expense	-	600.00	0.00%	
1	6036	PUBLIC TRANSPORTATION	Expense	-	10,000.00	0.00%	
1	6045	CONTINGENCY	Expense	32,044.94	3,539,067.83	0.91%	
1	6052	CONTRACT SERVICES	Expense	165,876.77	293,160.07	56.58%	
1	6070	DONATIONS EXPENSE	Expense	10,744.80	33,029.33	32.53%	
1	6075	DUES & MEMBERSHIPS	Expense	44,435.67	68,737.20	64.65%	
1	6080	ECONOMIC DEVELOPMENT FUNDING	Expense	-	750.00	0.00%	
1	6125	LEGAL PUBLICATIONS	Expense	13,961.48	29,300.00	47.65%	
1	6130	LIABILITY & PROPERTY INSURANCE	Expense	34,756.68	34,756.67	100.00%	
1	6135	PUBLIC ENTERTAINMENT	Expense	5,407.24	22,000.00	24.58%	
1	6140	MAINT. & REPAIR BUILDING	Expense	14,967.76	18,600.00	80.47%	City Hall security camera upgrades \$1923.27
1	6141	IT SMALL EQUIPMENT	Expense	5,182.44	7,350.00	70.51%	
1	6142	MAINT. & REPAIR - EQUIPMENT	Expense	20,018.60	44,660.40	44.82%	
1	6150	MAINTENANCE & REPAIRS - SYSTEM	Expense	45,891.33	115,900.00	39.60%	
1	6155	MEETINGS/COMMITTEES	Expense	535.82	19,663.00	2.73%	
1	6160	MISCELLANEOUS EXPENSES	Expense	971.04	34,850.00	2.79%	
1	6165	OFFICE SUPPLIES	Expense	8,109.38	26,666.14	30.41%	
1	6175	SMALL TOOLS	Expense	18,163.36	33,570.00	54.11%	
1	6188	SIGNAGE	Expense	200.00	3,150.00	6.35%	
1	6190	POSTAGE & BILLING	Expense	13,395.43	18,500.00	72.41%	Future increase to budget
1	6202	PROFESSIONAL SERVICES	Expense	39,905.59	82,500.00	48.37%	
1	6203	PROSECUTORIAL SERVICES	Expense	27,000.00	54,000.00	50.00%	
1	6211	RENT-BUILDINGS & LAND	Expense	1,191.00	2,082.00	57.20%	
1	6212	RENT-EQUIPMENT	Expense	13,802.19	33,800.00	40.83%	
1	6230	SAFETY TRAINING & EQUIPMENT	Expense	1,184.77	4,600.00	25.76%	
1	6255	TELEPHONE	Expense	9,307.72	24,850.00	37.46%	
1	6265	TRAINING & SCHOOLING	Expense	745.18	22,685.00	3.28%	
1	6270	TRAVEL	Expense	-	7,300.00	0.00%	
1	6280	UNEMPLOYMENT EXPENSES	Expense	-	7,000.00	0.00%	
1	6285	UNIFORMS	Expense	1,523.91	2,800.00	54.43%	
1	6290	UTILITIES	Expense	59,233.21	147,000.00	40.29%	
1	6300	FUEL	Expense	8,052.63	22,500.00	35.79%	
1	6305	VEHICLE MAINTENANCE & REPAIRS	Expense	2,947.72	9,200.00	32.04%	
1	6400	TRANSFERS OUT	Expense	1,110,185.16	1,118,269.00	99.28%	
1	6500	CASH OVER/SHORT	Expense	14.38	50.00	28.76%	
1	6505	BANK FEES	Expense	19,817.28	36,000.00	55.05%	
3	4200	GRANT REVENUE	Revenue	1,550,738.65	896,856.00	172.91%	
3	6354	GRANT EXPENDITURES	Expense	266,785.01	896,856.00	29.75%	
5	4173	INTEREST REVENUE	Revenue	10,329.76	25,000.00	41.32%	Interest rates dropped
5	4504	WATER MAIN CAPACITY FEE	Revenue	588,045.59	932,589.46	63.06%	
5	4604	SEWER MAIN CAPACITY FEE	Revenue	541,067.50	718,162.02	75.34%	
5	4704	PRESSURE IRRIG CAPACITY FEE	Revenue	268,550.77	410,226.35	65.46%	
5	4950	CARRY OVER BALANCE	Revenue	3,810,015.81	3,492,098.00	109.10%	
5	6045	CONTINGENCY	Expense	-	2,378,255.00	0.00%	
5	6160	MISCELLANEOUS EXPENDITURES	Expense	13.73	-	100.00%	
5	6305	WATER MAIN CAPACITY REIMBURSE	Expense	-	944,146.32	0.00%	
5	6306	SEWER MAIN CAPACITY REIMBURSE	Expense	-	1,848,502.32	0.00%	
5	6307	PR IRR MAIN CAPACITY REIMBURSE	Expense	-	407,172.28	0.00%	
20	4173	INTEREST REVENUE	Revenue	29,812.87	75,000.00	39.75%	Interest rates dropped

Fund	Account	Detail	Revenue/Expense	3/31/2021	Annual Budget	% of Annual	Notes
20	4185	MISCELLANEOUS INCOME	Revenue	580.75	70,000.00	0.83%	
20	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	1,512.00	1,700.00	88.94%	
20	4500	METERED WATER SALES	Revenue	1,039,933.04	2,391,047.91	43.49%	
20	4503	NEW METER	Revenue	131,329.00	240,487.27	54.61%	
20	4505	NEW SERVICE CONNECTION	Revenue	443,237.22	804,176.47	55.12%	
20	4507	WATER TOKEN SALES - BULK WATER	Revenue	34,419.74	39,952.67	86.15%	
20	4510	SERVICE RECONNECT FEES	Revenue	2,998.94	13,200.00	22.72%	
20	4550	INSPECTIONS REVENUE	Revenue	50,719.00	65,333.57	77.63%	
20	4775	LATE PAYMENT FEE	Revenue	10,746.75	27,000.00	39.80%	
20	4950	CARRY OVER BALANCE	Revenue	10,713,134.32	8,376,718.29	127.89%	
20	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	2,682.92	4,393.08	61.07%	
20	5005	SALARIES & WAGES - STAFF	Expense	302,299.16	642,869.71	47.02%	
20	5795	OVERTIME SALARIES & WAGES	Expense	5,162.75	16,071.74	32.12%	
20	5800	OASDI - EMPLOYER	Expense	19,052.82	41,126.74	46.33%	
20	5810	MEDICARE - EMPLOYER	Expense	4,455.95	9,618.35	46.33%	
20	5820	GROUP MEDICAL INSURANCE	Expense	45,804.01	88,398.90	51.82%	
20	5830	GROUP LIFE INSURANCE	Expense	194.08	404.93	47.93%	
20	5840	PERSI EMPLOYER 401(a)	Expense	37,172.89	79,203.37	46.93%	
20	5850	WORKERS' COMPENSATION INS.	Expense	8,786.40	20,170.72	43.56%	
20	5860	GROUP DENTAL/VISION INSURANCE	Expense	3,813.29	9,500.00	40.14%	
20	6020	CAPITAL IMPROVEMENTS	Expense	413,146.04	2,084,200.00	19.82%	
20	6025	JANITORIAL	Expense	2,037.71	7,000.00	29.11%	
20	6045	CONTINGENCY	Expense	4,345.30	8,248,195.34	0.05%	
20	6050	CONTRACT LABOR	Expense	-	1,500.00	0.00%	
20	6052	CONTRACT SERVICES	Expense	7,423.68	20,000.00	37.12%	
20	6060	DEQ ASSESSMENT FEES	Expense	-	30,670.50	0.00%	
20	6065	DIG LINE EXPENSE	Expense	1,931.63	29,000.00	6.66%	
20	6075	DUES & MEMBERSHIPS	Expense	2,369.36	2,800.00	84.62%	Future increase to budget
20	6095	BAD DEBT EXPENSE	Expense	-	300.00	0.00%	
20	6125	LEGAL PUBLICATIONS	Expense	497.79	1,000.00	49.78%	
20	6130	LIABILITY & PROPERTY INSURANCE	Expense	20,148.80	20,148.80	100.00%	
20	6131	INSURANCE CLAIMS PAID	Expense	-	500.00	0.00%	
20	6140	MAINT. & REPAIR BUILDING	Expense	8,926.73	14,950.00	59.71%	
20	6141	IT SMALL EQUIPMENT	Expense	3,545.87	9,702.00	36.55%	
20	6142	MAINT. & REPAIRS- EQUIPMENT	Expense	8,809.75	12,500.00	70.48%	Increase to PC maintenance due to increase in machines
20	6150	M & R - SYSTEM	Expense	52,792.22	133,000.00	39.69%	
20	6151	M & R - PROCESS CHEMICALS	Expense	5,090.43	30,000.00	16.97%	
20	6152	M & R - LABORATORY COSTS	Expense	1,559.90	10,920.00	14.28%	
20	6155	MEETINGS/COMMITTEES	Expense	86.67	1,050.00	8.25%	
20	6160	MISCELLANEOUS EXPENSES	Expense	25,475.51	20,000.00	127.38%	
20	6165	OFFICE SUPPLIES	Expense	2,170.59	8,000.00	27.13%	
20	6166	PP&E PURCHASES OPERATIONS	Expense	38,773.39	197,160.00	19.67%	
20	6175	SMALL TOOLS	Expense	(1,296.49)	15,000.00	-8.64%	
20	6190	POSTAGE & BILLING	Expense	9,683.70	27,500.00	35.21%	
20	6202	PROFESSIONAL SERVICES	Expense	2,254.53	32,000.00	7.05%	
20	6211	RENT-BUILDINGS & LAND	Expense	756.00	1,512.00	50.00%	
20	6212	RENT - EQUIPMENT	Expense	153.11	3,000.00	5.10%	
20	6230	SAFETY TRAINING & EQUIPMENT	Expense	1,644.64	2,750.00	59.81%	
20	6255	TELEPHONE EXPENSE	Expense	6,137.61	17,500.00	35.07%	
20	6265	TRAINING & SCHOOLING EXPENSE	Expense	1,344.16	6,500.00	20.68%	
20	6270	TRAVEL EXPENSES	Expense	-	1,200.00	0.00%	
20	6285	UNIFORMS EXPENSE	Expense	291.73	4,800.00	6.08%	
20	6290	UTILITIES EXPENSE	Expense	55,720.64	150,000.00	37.15%	
20	6300	FUEL	Expense	3,988.19	14,500.00	27.50%	
20	6305	VEHICLE MAINTENANCE & REPAIRS	Expense	1,870.90	6,500.00	28.78%	
20	6505	BANK FEES	Expense	14,839.14	27,500.00	53.96%	
21	4173	INTEREST REVENUE	Revenue	16,830.58	50,000.00	33.66%	Interest rates dropped
21	4185	MISCELLANEOUS INCOME	Revenue	5,712.63	50,000.00	11.43%	
21	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	1,512.00	1,500.00	100.80%	
21	4505	NEW SERVICE CONNECTION	Revenue	19.78	-	100.00%	
21	4510	SERVICE RECONNECT FEES	Revenue	5,952.11	17,000.00	35.01%	
21	4550	INSPECTIONS REVENUE	Revenue	38,698.78	35,000.00	110.57%	
21	4600	SEWER USER FEES	Revenue	2,065,427.96	3,888,000.00	53.12%	
21	4606	LID REDUCED SEWER CONNECTION	Revenue	556,999.36	825,000.00	67.52%	
21	4640	FARM REVENUE	Revenue	42,469.33	102,713.78	41.35%	
21	4775	LATE PAYMENT FEE	Revenue	21,319.68	35,000.00	60.91%	
21	4950	CARRY OVER BALANCE	Revenue	6,606,102.97	4,967,275.28	132.99%	
21	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	2,667.59	4,393.08	60.72%	
21	5005	SALARIES & WAGES - STAFF	Expense	342,390.65	717,896.61	47.69%	
21	5795	OVERTIME SALARIES & WAGES	Expense	3,929.54	17,947.42	21.89%	
21	5800	OASDI - EMPLOYER	Expense	21,496.67	45,894.70	46.84%	
21	5810	MEDICARE - EMPLOYER	Expense	5,027.47	10,733.44	46.84%	
21	5820	GROUP MEDICAL INSURANCE	Expense	50,992.37	106,586.67	47.84%	
21	5830	GROUP LIFE INSURANCE	Expense	221.40	460.71	48.06%	
21	5840	PERSI EMPLOYER 401(a)	Expense	41,914.29	88,385.53	47.42%	
21	5850	WORKERS' COMPENSATION INS.	Expense	6,353.55	13,911.88	45.67%	
21	5860	GROUP DENTAL/VISION INSURANCE	Expense	3,681.23	8,418.88	43.73%	
21	6020	CAPITAL IMPROVEMENTS	Expense	74,560.85	1,882,200.00	3.96%	
21	6025	JANITORIAL	Expense	2,032.91	7,000.00	29.04%	
21	6045	CONTINGENCY	Expense	-	5,708,842.32	0.00%	
21	6050	CONTRACT LABOR	Expense	-	2,000.00	0.00%	
21	6052	CONTRACT SERVICES	Expense	7,423.68	17,000.00	43.67%	
21	6065	DIG LINE EXPENSE	Expense	1,931.63	3,500.00	55.19%	
21	6075	DUES & MEMBERSHIPS	Expense	2,582.56	3,500.00	73.79%	Future increase to budget
21	6090	FARM EXPENDITURES	Expense	17,739.21	102,713.78	17.27%	
21	6097	DEPOSITS ON ACCOUNT	Expense	3,500.00	-	100.00%	
21	6125	LEGAL PUBLICATIONS EXPENSE	Expense	1,624.24	1,300.00	124.94%	Public hearing on increase of connection fee (\$1624.24)
21	6130	LIABILITY & PROPERTY INSURANCE	Expense	41,305.06	41,305.05	100.00%	
21	6131	INSURANCE CLAIMS PAID	Expense	-	500.00	0.00%	
21	6140	MAINT & REPAIR BUILDING	Expense	18,550.84	25,000.00	74.20%	Lagoons blower room replacement \$8735

Fund	Account	Detail	Revenue/Expense	3/31/2021	Annual Budget	% of Annual	Notes
21	6141	IT SMALL EQUIPMENT	Expense	3,545.87	9,702.00	36.55%	
21	6142	MAINT. & REPAIRS - EQUIPMENT	Expense	23,937.71	60,000.00	39.90%	
21	6150	M & R - SYSTEM	Expense	59,852.39	155,210.00	38.56%	
21	6151	M & R - PROCESS CHEMICALS	Expense	30,780.76	119,427.00	25.77%	
21	6152	M & R - LABORATORY COSTS	Expense	14,090.16	28,000.00	50.32%	
21	6153	M & R - SLUDGE DISPOSAL	Expense	30,178.97	37,500.00	80.48%	J&M rates increased. City will bring this service in house.
21	6155	MEETINGS/COMMITTEES	Expense	86.47	1,450.00	5.96%	
21	6160	MISCELLANEOUS EXPENSES	Expense	15,609.94	35,000.00	44.60%	
21	6165	OFFICE SUPPLIES	Expense	2,372.98	8,500.00	27.92%	
21	6166	PP&E PURCHASES - OPERATIONS	Expense	68,428.96	259,260.00	26.39%	
21	6175	SMALL TOOLS	Expense	2,674.75	16,500.00	16.21%	
21	6190	POSTAGE & BILLING	Expense	9,683.70	27,500.00	35.21%	
21	6202	PROFESSIONAL SERVICES	Expense	11,376.18	25,000.00	45.50%	
21	6211	RENT - BUILDINGS & LAND	Expense	850.50	2,400.00	35.44%	
21	6212	RENT- EQUIPMENT	Expense	153.11	3,000.00	5.10%	
21	6230	SAFETY TRAINING & EQUIPMENT	Expense	2,857.26	3,500.00	81.64%	addition of nitrile gloves purchase for safety purchase (\$1077.96)
21	6255	TELEPHONE EXPENSE	Expense	7,010.54	20,000.00	35.05%	
21	6265	TRAINING & SCHOOLING EXPENSE	Expense	1,613.36	2,500.00	64.53%	
21	6270	TRAVEL EXPENSES	Expense	-	750.00	0.00%	
21	6285	UNIFORMS EXPENSE	Expense	388.73	4,800.00	8.10%	
21	6290	UTILITIES EXPENSE	Expense	152,637.96	280,000.00	54.51%	
21	6300	FUEL	Expense	5,865.53	19,500.00	30.08%	
21	6305	VEHICLE MAINTENANCE & REPAIRS	Expense	7,119.21	15,000.00	47.46%	
21	6505	BANK FEES	Expense	14,839.14	27,500.00	53.96%	
25	4173	INTEREST REVENUE	Revenue	13,037.60	35,000.00	37.25%	Interest rates dropped
25	4177	GRAVITY IRRIGATION USER FEES	Revenue	12,631.35	18,000.00	70.17%	
25	4185	MISCELLANEOUS INCOME	Revenue	-	20,000.00	0.00%	
25	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	576.00	700.00	82.29%	
25	4505	NEW SERVICE CONNECTION	Revenue	581,366.65	636,488.13	91.34%	
25	4510	SERVICE RECONNECT FEES	Revenue	1,298.95	4,000.00	32.47%	
25	4550	INSPECTION REVENUE	Revenue	63,528.90	30,000.00	211.76%	
25	4700	PRESS. IRRIGATION USER FEES	Revenue	485,346.12	780,000.00	62.22%	
25	4775	LATE PAYMENT FEE	Revenue	4,953.86	10,000.00	49.54%	
25	4950	CARRY OVER BALANCE	Revenue	4,808,852.28	3,634,872.21	132.30%	
25	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	1,126.67	2,196.54	51.29%	
25	5005	SALARIES & WAGES - STAFF	Expense	76,991.83	161,163.53	47.77%	
25	5795	OVERTIME WAGES EXPENSE	Expense	1,327.57	4,029.09	32.95%	
25	5800	OASDI - EMPLOYER	Expense	4,901.42	10,378.13	47.23%	
25	5810	MEDICARE - EMPLOYER	Expense	1,146.04	2,427.14	47.22%	
25	5820	GROUP MEDICAL INSURANCE	Expense	12,302.62	25,000.00	49.21%	
25	5830	GROUP LIFE INSURANCE	Expense	51.51	105.90	48.64%	
25	5840	PERSI EMPLOYER (401a)	Expense	9,478.28	19,986.88	47.42%	
25	5850	WORKERS' COMPENSATION INS.	Expense	2,201.47	5,211.63	42.24%	
25	5860	GROUP DENTAL/VISION INSURANCE	Expense	996.69	3,500.00	28.48%	
25	6020	CAPITAL IMPROVEMENTS	Expense	1,433.97	586,600.00	0.24%	
25	6025	JANITORIAL	Expense	779.53	4,000.00	19.49%	
25	6045	CONTINGENCY FUND	Expense	12,500.00	3,805,707.02	0.33%	
25	6050	CONTRACT LABOR	Expense	-	1,000.00	0.00%	
25	6052	CONTRACT SERVICES	Expense	3,002.94	6,700.00	44.82%	
25	6065	DIG LINE EXPENSE	Expense	735.88	1,500.00	49.06%	
25	6075	DUES & MEMBERSHIPS EXPENSE	Expense	885.02	500.00	177.00%	Future increase to budget
25	6115	MAINT & REPAIR-SYSTEM-GRAVITY	Expense	-	2,500.00	0.00%	
25	6116	IRRIGATION / WATER COSTS	Expense	150,079.55	150,545.00	99.69%	
25	6125	LEGAL PUBLICATIONS	Expense	2,299.18	1,900.00	121.01%	Future increase to budget
25	6130	LIABILITY & PROPERTY INSURANCE	Expense	4,533.46	4,533.47	100.00%	
25	6131	INSURANCE CLAIMS PAID	Expense	-	300.00	0.00%	
25	6140	MAINT & REPAIR BUILDING	Expense	2,687.47	3,300.00	81.44%	City Hall security camera upgrades \$692.37
25	6141	IT SMALL EQUIPMENT	Expense	1,363.89	2,646.00	51.55%	
25	6142	MAINT. & REPAIRS - EQUIPMENT	Expense	3,151.46	8,800.00	35.81%	
25	6150	MAINT. & REPAIRS - SYSTEM (PI)	Expense	1,897.05	75,000.00	2.53%	
25	6155	MEETING/COMMITTEES	Expense	33.93	650.00	5.22%	
25	6160	MISCELLANEOUS EXPENSES	Expense	592.00	20,000.00	2.96%	
25	6165	OFFICE SUPPLIES	Expense	782.71	3,600.00	21.74%	
25	6166	PP&E PURCHASES - OPERATIONS	Expense	4,018.44	66,080.00	6.08%	
25	6175	SMALL TOOLS	Expense	(927.92)	6,725.00	-13.80%	
25	6190	POSTAGE & BILLING	Expense	3,793.09	9,500.00	39.93%	
25	6202	PROFESSIONAL SERVICES	Expense	1,679.44	11,500.00	14.60%	
25	6211	RENT - BUILDINGS & LAND	Expense	378.00	950.00	39.79%	
25	6212	RENT - EQUIPMENT	Expense	60.53	1,200.00	5.04%	
25	6230	SAFETY TRAINING & EQUIPMENT	Expense	223.36	900.00	24.82%	
25	6255	TELEPHONE EXPENSE	Expense	2,058.31	4,520.00	45.54%	
25	6265	TRAINING & SCHOOLING EXPENSE	Expense	350.58	930.00	37.70%	
25	6270	TRAVEL EXPENSES	Expense	-	200.00	0.00%	
25	6285	UNIFORMS EXPENSE	Expense	83.43	900.00	9.27%	
25	6290	UTILITIES EXPENSE	Expense	29,758.21	135,000.00	22.04%	
25	6300	FUEL	Expense	979.97	4,000.00	24.50%	
25	6305	VEHICLE MAINTENANCE & REPAIR	Expense	443.20	1,375.00	32.23%	
25	6505	BANK FEES	Expense	5,844.69	11,500.00	50.82%	
26	4173	INTEREST INCOME	Revenue	47.60	200.00	23.80%	Interest rates dropped
26	4950	CARRYOVER	Revenue	93,787.12	90,000.00	104.21%	
26	4975	SOLID WASTE USER FEES	Revenue	1,339,870.11	2,399,300.86	55.84%	
26	6045	CONTINGENCY	Expense	-	126,170.95	0.00%	
26	7000	SOLID WASTE SERVICE FEES	Expense	1,339,250.62	2,363,329.91	56.67%	
40	4900	TRANSFERS IN	Revenue	1,088,269.00	1,118,269.00	97.32%	
40	4950	CARRY OVER	Revenue	983,745.17	696,069.89	141.33%	
40	6020	CAPITAL IMPROVEMENTS	Expense	170,336.18	1,576,269.00	10.81%	
40	6045	CONTINGENCY	Expense	-	10,382.53	0.00%	
40	6166	PP&E PURCHASES OPERATIONS	Expense	32,137.60	131,000.00	24.53%	
40	6400	TRANSFERS OUT	Expense	-	96,687.36	0.00%	
50	4173	INTEREST INCOME	Revenue	3,608.41	15,000.00	24.06%	Interest rates dropped

Fund	Account	Detail	Revenue/Expense	3/31/2021	Annual Budget	% of Annual	Notes
50	4650	PARK IMPACT FEE REVENUE	Revenue	357,759.00	699,555.00	51.14%	
50	4950	CARRY OVER	Revenue	1,934,045.11	1,661,928.00	116.37%	
50	6045	CONTINGENCY	Expense	-	2,376,483.00	0.00%	
51	4650	POLICE IMPACT FEE REVENUE	Revenue	35,613.40	57,525.71	61.91%	
51	4950	CARRY OVER	Revenue	94,344.48	70,256.95	134.28%	
51	6045	CONTINGENCY	Expense	-	127,782.67	0.00%	
52	4650	URBAN RENEWAL REVENUE	Revenue	21,916.16	96,687.36	22.67%	
52	6045	CONTINGENCY	Expense	21,916.16	96,687.36	22.67%	

RESOLUTION NO. R18-2021

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA MUNICIPAL PRODUCTION WELL 12 PROJECT TO TREASURE VALLEY DRILLING LLC IN THE AMOUNT OF \$275,152.00 FOR THE DRILLING AND DEVELOPMENT OF KUNA MUNICIPAL PRODUCTION WELL 12; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

WHEREAS, City of Kuna, Idaho has received a contract document for the Municipal Production Well 12 Project; and

WHEREAS, the apparent low contract submitted for said Project is TREASURE VALLEY DRILLING LLC; and

WHEREAS, the contract submitted by TREASURE VALLEY DRILLING LLC is responsive to the bid schedule requirements.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of the contract as follows:

1. KUNA MUNICIPAL PRODUCTION WELL 12 PROJECT to TREASURE VALLEY DRILLING LLC in the amount of two hundred seventy-five thousand one hundred fifty-two dollars and zero cents (\$275,152.00).

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

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

PASSED BY THE COUNCIL of Kuna this 4th day of May, 2021.

APPROVED BY THE MAYOR of Kuna this 4th day of May, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is dated as of the ____ day of _____, in the year 2021, by and between the City of Kuna, Idaho, (hereinafter called Owner) and _____ (hereinafter called Contractor). Owner and Contractor, 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 Municipal Production Well No. 12 Well Drilling and Development 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 Kuna Municipal Production Well No. 12, as shown on the Contract Documents or as directed by the City Engineer.

Article 2. ENGINEER

The City of Kuna is hereinafter called Owner. The Design Engineer is SPF Engineers 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.

Article 3. CONTRACT TIME

3.01 COMPLETION. The Work shall be substantially complete within 45 days of Notice to Proceed. Final completion where all items will be ready for final payment in accordance with Paragraph 15.06 of the *General Conditions* shall be within **60 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 3.01 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 Seven hundred fifty dollars and zero cents (\$750.00) 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 their control and which are not their fault or due to their 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 Work in accordance with the Contract Documents, Owner agrees to pay 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 Owner's City Treasurer upon warrants of the Owner issued upon vouchers of said Engineer which have been approved by Mayor and Owner's City Council 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 a signed Request for Payment containing an estimate of the actual quantities of work performed and invoices for materials delivered to the site. Owner 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 5% 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 Bid, 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 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 installed or performed at the applicable unit prices stated in his Bid.

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% 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 specifications; however, payment for materials on hand will not constitute acceptance and any faulty material will be condemned even though such payment has been made for same in the estimates. Payment shall be computed using Unit Prices designated on the Bid Form for the materials actually used.

4.07 FINAL PAYMENT. Upon completion of the Work and 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 as necessary. Payment shall be computed as defined in Section 4.02 of this Agreement. Contractor shall correct any deficiencies to the Engineer's 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, 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 all of such guaranteed Work in satisfactory condition and correct all defects therein;
- b. Make good all damage to the building, site, 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, 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 proceed to comply within 10 days with the terms of this guarantee the Owner may have the defects corrected and the Contractor and their 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 when due shall bear interest at the rate of 5% per annum.

Article 6. CONTRACTOR'S REPRESENTATIVES

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

6.01 FAMILIARITY. 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 TECHNICAL DATA. 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 INVESTIGATIONS. 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) 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 in accordance with the other terms and conditions of the Contract Documents.

6.05 CORRELATION. 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. Invitation To Bid
2. Instructions To Bidders
3. Bid Form
4. Bid Schedule
5. Bid Security
6. W-H 5 Tax Form
7. Notice of Award
8. This Agreement
9. Payment Bond
10. Performance Bond
11. Insurance Certificates
12. Notice To Proceed
13. Special Provisions
14. Proposed General Course of Events
15. Appendix A - Technical Specifications
16. Appendix B - Drawing Sheets No. 1 - 2
17. Appendix C – Test Well 12 Well Drillers Log and Design
18. Addenda numbers _____ to _____, inclusive

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 they have obtained the insurance and furnished to the Owner satisfactory proof of such coverage:

- a) COMPENSATION INSURANCE. The Contractor shall maintain during the life of this Agreement Workmen's Compensation insurance for all of his employees working under this agreement.
- b) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall maintain during the life of this agreement such public and property damage insurance as shall protect him while performing Work under this Contract from claims for liability or property damage which may arise from operations by himself or anyone directly or indirectly employed by him under this Contract. The minimum limits of such insurance shall be as indicated in the Special Provisions of the Contract Documents.
- c) CERTIFICATE OF INSURANCE. Notice to Proceed shall not be issued until the Contractor has furnished to the Owner a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the Contractor (and its subcontractors where required). This paragraph applies to all insurance required by the Contract.

8.03 The Contractor will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f) of Idaho Code.

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 work zone safety requirements as per state, federal statutes, and local ordinances including but not limited to O.S.H.A. standards and requirements outlined in the Special Provisions;
4. Construct all facilities in accordance with state and federal specifications and guidelines, and as approved by the Inspector;
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 2020 Idaho Standards for 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; and
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, Bid and Contract. Contractor shall furnish, unless otherwise provided, all materials, equipment, tools, fuel, 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 their 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 the 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 they 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 they 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 for 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 their 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. They 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. They 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 at no cost to Owner. 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 accepted. All cost of maintenance Work by the Contractor during construction and before the Work is accepted shall be included in the Unit Prices on various pay items or lump sum bids 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 to them 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 they 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 their 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 in 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 reasonably neat and orderly condition with regard to litter and trash that may evolve from the operations. All empty cement sacks, used form lumber, unused barricades, etc., shall be disposed of immediately in a manner satisfactory to the Owner.

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 hold 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 themselves or their 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 ensure 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 the 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 they 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. Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in their manner or method of executing said Work, or due to 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 their 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 their 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 their 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, their surety shall be held until such suit(s), action(s), claim(s), 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 rainstorm, 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 they will be held responsible for their Work, which shall be subject to the provisions of the Contract.

13.02 DEFAULT AND TERMINATION OF CONTRACT. Termination of Contract will occur if the Contractor:

1. Fails to begin the Work under the contract within the time specified in the Notice to Proceed;

2. Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work;
3. 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;
4. Discontinues the Work;
5. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
7. Makes an assignment for the benefit of creditors;

If Contractor fails to carry on the Work in an acceptable manner, the Engineer will give notice to the Contractor as follows:

1. A verbal notification from the Engineer to the Contractor (documented by the Engineer) that one or more of the above infractions have occurred.
2. 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.
3. 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 their control and which are not his fault or due to their 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 their 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 _____, 2021

OWNER: CITY OF KUNA

CONTRACTOR: _____

License No. _____

BY: _____
(CORPORATE SEAL)

BY: _____
(CORPORATE SEAL)

ATTEST: _____

ATTEST: _____

Address for giving notices:

ATTN: City Engineer
751 W. 4th St
Kuna, Idaho 83634

Address for giving notices:

Agent for service of Process:

(If Contractor is corporation, attach
evidence of authority to sign.)

CONTRACT DOCUMENTS

FOR

**KUNA MUNICIPAL PRODUCTION WELL 12
WELL DRILLING AND DEVELOPMENT PROJECT**

IN

CITY OF KUNA, IDAHO

**PREPARED BY:
CATHERINE FEISTNER, E.I.T.
ASSISTANT KUNA CITY ENGINEER**

**REVIEWED BY:
PAUL STEVENS, P.E.
KUNA CITY ENGINEER
AND PUBLIC WORKS DIRECTOR**



April 1st, 2021

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INVITATION TO BID

Separate sealed Bids for the City of Kuna Municipal Production Well No. 12 will be received by the City of Kuna at the Kuna North Wastewater Treatment Plant at 6950 S Ten Mile Rd, Meridian, ID 83642 until **2:00 PM** local time on **April 27, 2021**, and then at said office publicly opened and read aloud. Bids may be delivered in person or by mail. Further delivery instructions can be found in Paragraph 5.03 of Instructions to Bidders A Pre-Bid Meeting will be held on April 15, 2021 at 2:00 PM at the Kuna North Wastewater Treatment Plant at 6950 S Ten Mile Rd, Meridian, ID 83642.

It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable Bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the Bid and shall conform to all Local, State, and Federal requirements. Minority and women's owned businesses are encouraged to bid. The City of Kuna is an Equal Employment Opportunity (EEO) employer.

The proposed work consists of furnishing all labor, equipment, and materials to provide, construct and install an approximately 405-foot deep production well. An approximate and partial list of quantities is as follows:

Production Well	405 LF
24" Mild Steel Surface Casing	58 LF
15.1" Min. I.D. SDR 17 PVC Casing	202 LF
9" Tight-wrap SS head pipe	130 LF
9" 304 SS Wire-wrap Well Screen	95 LF

You may download the digital plan documents for \$15.00 by logging in and inputting Question project #7727238. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

In determining the lowest responsive Bid, the Owner will consider all acceptable Bids on a basis consistent with the Bid package. The Owner will also consider whether the Bidder is a responsible Bidder.

This work is financed with City funds and is not subject to Davis-Bacon wage rates. The proposed work is to be completed within 60 calendar days of the Notice to Proceed.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All Bids must be signed and accompanied by evidence of authority to sign.

Bid must be accompanied by Bid Security in the form of a Bid Bond, cashier's check, or certified check in the amount of 5% of the amount of the Bid Proposal. Said Bid Security shall be forfeited to the City of Kuna as liquidated damages should the Successful Bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders. Checks of unsuccessful Bidders will be returned immediately following the award of the contract or 30 calendar days after opening if no award is made.

Action will be taken by the City within 15 days of the opening date and the successful Bidder will be required to enter into a written contract with the City within 10 days after notice of acceptance of its bid. The City of Kuna reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the Bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Kuna.

31 MARCH 2021

Date



Paul A. Stevens, P.E.

City Engineer

Dates Advertised: 7 and 14 of April, 2021

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders will have the meanings indicated in the *General Conditions* as found in Division 100 of the Idaho Standards for Public Works Construction (2020 Edition). Whenever in these specifications or in other contract documents the terms found in the *General Conditions* or the following terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as follows:

- a) **BID.** The approved, prepared form on which the Bidder has submitted in detail a statement of the offer to perform the work.
- b) **BID FORM.** The approved form on which the Owner requires formal bids to be submitted for the Work.
- c) **BID SECURITY.** The required security submitted with the Bid to insure the execution of the Contract. The Bid Security can be in the form of a bond, cashier's check, or certified check for the performance of the work if the Bid is accepted.
- d) **COMPLETION DATE.** The date upon which the work shall be completed under the terms of the Contract and approved by the City.
- e) **CONTRACTOR.** The Successful Bidder who has signed the Agreement.
- f) **CONTRACT BOND.** The approved security furnished by the Contractor to guarantee the completion of the Work in accordance with the terms of the Contract. It guarantees the Contractor will pay in full all bills and accounts for materials and labor used as part of the construction of the Work, as provided by law.
- g) **ENGINEER.** The Engineer employed by the Owner to direct the work herein acting personally or through an assistant duly authorized in writing for such, by the Engineer.
- h) **INSPECTOR.** An authorized representative of the Engineer assigned to make inspections of the work performed and materials therefor.
- i) **LEGAL HOLIDAYS.** The following are recognized as holidays:
 - New Years Day
 - Martin Luther King Jr Day
 - President's Day
 - Memorial Day
 - Fourth of July (Independence Day)
 - Labor Day
 - Veterans Day
 - Thanksgiving and Friday after (two days)
 - Christmas
 And any other day proclaimed as a holiday by a legal authority.
- j) **OWNER.** The City of Kuna or the authorized representative to act on its behalf, such as the Public Works Director.
- k) **PLANS.** The official plans, working drawings, supplemental drawings or exact reproductions thereof, approved by the Engineer, which show the locations, character, dimensions, and details of the work to be done and are to be considered as part of the Contract, supplementary to these instructions.
- l) **SUCCESSFUL BIDDER.** The Bidder who has been awarded the Bid.
- m) **WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday or Sunday. If Contractor elects to work on any day other than a working day, Contractor will be responsible for the payment of the Inspector's overtime fee. No work shall be performed without an inspector available.

2. COPIES OF BIDDING DOCUMENTS

- 2.01 OBTAINING.** As specified in the Advertisement of Invitation to Bid, complete sets of the Bidding Documents may be obtained from the City of Kuna Engineering Department for the number of copies and associated fee.
- 2.02 USING.** Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 PURPOSE.** Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDER

- 3.01 LICENSE.** All Prime Contractors and Subcontractors submitting bids are required to have a valid Idaho Public Work License and to include the license number on the Bid Form in accordance with Idaho Code 54-1902.
- 3.02 EVIDENCE.** Bidders must present satisfactory evidence that they have the necessary experience, skill and financial ability to properly execute the work to be done under this Contract. If required by the Owner, Bidders must submit affidavits as to the amount of previous work or evidence of acceptance from other governmental entities of an amount of work done equivalent to that embraced in this Contract. The Owner will inquire diligently into the Contractor's reputation and methods of previous work, and reserves the right to reject any bids because of previous difficulties on the part of the Contractor. Further information and instructions are provided in Special Provisions.
- 3.02 RESPONSIBILITIES.** Contractor will furnish all material, equipment, labor, taxes, permits and all things necessary to provide the Work complete in place for the following Unit Prices, being aware that the total amount of compensation will be determined from the actual quantities completed in place, computed to neat lines as detailed. Contractor understands that Owner will furnish testing for this Work.
- 3.03 REPRESENTATIONS:** In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- a) Bidder has examined copies of all Bidding Documents including Addenda (receipt of all which must be acknowledged);
 - b) Bidder 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 the Work;
 - c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the technical data contained in such reports and drawings upon which Bidder is entitled to rely;
 - d) Bidder assumes responsibility for obtaining and carefully studying all examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder 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, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes;
 - e) Bidder 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. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by Bidder in order to perform and furnish the Work at

the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents;

- f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
- g) Bidder has given City Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City Engineer is acceptable to Bidder; and
- h) This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. PRE-BID CONFERENCE

4.01 LOCATION. A pre-bid conference will be held at the Kuna North Wastewater Treatment Plant located at 6950 S Ten Mile Rd, Meridian, ID, 83642 on 2:00 PM April 15th, 2021. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to any questions arising. Oral statements may not be relied upon and will not be binding or legally effective.

5. PREPARATION OF BID

5.01 SUBMITTAL. The Bidder's Bid shall be submitted on the Bid form furnished by the Owner. The blank spaces in the Bid form shall be filled in correctly where indicated for each and every item for which a quantity is given, and the Bidder shall state the prices (legibly written in ink, or typed, both in words and numerals) for which it is proposed to do each item of work contemplated. The Bidder shall sign the Bid correctly with ink.

If the Bid is made by an *individual*, his name and post office address shall be shown. If made by a *firm or partnership*, the name of all partners and post office address and phone number of the general partner shall be shown. If made by a *corporation*, the Bid shall show the name of the state under the laws of which the corporation was chartered, the business address, the corporate seal, and the names of president and secretary/treasurer. If made by a *limited liability company*, the Bid shall show the name of the firm by a member. The state of formation of the firm and the official address of the firm must be shown below the signature. If made by a *joint venture*, the Bid shall be executed by each joint venturer in the manner indicated on the Bid form. Bids shall be accompanied by evidence of authority to sign

5.02 BID SECURITY. A bond, certified check or cashier's check in the amount of 5% of the total bid and in favor of the Owner shall accompany the Bid.

5.03 DELIVERY OF BID. A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Invitation to Bid. Each Bid submitted shall be placed in a sealed envelope marked with the title as shown on the Invitation to Bid with the name and address of the Bidder. When sent by mail, the sealed Bid marked as indicated above shall be enclosed in an additional envelope with the notation on the face:

**Kuna Municipal Production Well No. 12
Well Drilling & Development Project
Bid Enclosed**

The address of formal bid opening identified in the Invitation to Bid will receive and accept personal deliveries and commercial parcel post deliveries as long as they arrive before the specified time of bid opening. The address of formal Bid opening does not receive U.S. Postal Service deliveries. If the Bidder elects to deliver their bid through the U.S. Postal Service system, it must be mailed to:

ATTN: City Clerk
 City of Kuna
 751 W. 4th Street
 Kuna, Idaho 83634

Communications concerning this Bid shall be addressed to:

Catherine Feistner, E.I.T., Assistant City Engineer, cfeistner@kunaid.gov, (208) 639-5347

- 5.04 BASIS OF BID; EVALUATION OF BIDS.** Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the *General Conditions*.
- 5.05 MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 5.06 REJECTION OF IRREGULAR BIDS.** Bids may be considered irregular and be rejected if they contain omissions, any alteration of form, additions not called for, conditional or alternate Bids unless called for, or irregularities of any kind.
- 5.07 ACKNOWLEDGMENT OF ADDENDA.** Addenda may be issued to clarify, correct, or change the Contract Documents as deemed advisable by Owner or Engineer.
- The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Failure to acknowledge receipt of Addenda shall render the Bid disqualified.
- 5.08 INTERPRETATIONS.** All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Contract Documents. Questions received less than ten day sprior to the date for opening of Bids may not be answered. Only questions answered by Addendas will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.09 SUBCONTRACTOR LIST.** As required by Section 67-2310 Idaho Code, the General Contractor is required to include the names and addresses of all subcontractors in certain specialties they plan to use. Failure to list in the Bid the required subcontractors shall render the Bid non-responsive.

6. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 6.01 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, d) obtain and carefully study (or assume responsibility for doing so) all investigations, explorations, tests, studies, and data concerning conitions (surface, subsurface, and underground facilities) which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, e) agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary, and f) promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers. Further information and instructions are provided in Special Provisions, Paragraph 3 and Appendix A, Part 1.

7. BID OPENING

- 7.01 PUBLIC READING.** Bids will be opened at the time and place indicated in the Invitation to Bid and (unless obviously disqualified) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

- 7.02 **MATERIAL MISTAKE.** If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice to Owner and promptly thereafter demonstrates to the satisfaction of Owner, and fully in compliance with Idaho Code 54-1904C, there was a material mathematical or clerical mistake in the preparation of its Bid, that Bidder may withdraw their Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding or participation in any way in the Work to be provided under the Contract Documents.
- 7.03 **BIDS TO REMAIN SUBJECT TO ACCEPTANCE.** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will remain subject to acceptance for 30 calendar days after the day of the Bid opening, but Owner may release any Bid and return the Bid Security prior to that date.

- 7.04 **BID SECURITY RETENTION.** The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until either the lower Bidder signs the Contract or 30 calendar days after opening the Bid, whichever precedes, whereupon Bid security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within 30 calendar days after the Bid opening.

8. **AWARD OF CONTRACT**

- 8.01 **RIGHT TO REJECT.** Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate Contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Owner also reserves the right to reject the bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is disqualified or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.
- 8.02 **DISCREPANCIES.** Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.03 **MUTLIPLE BIDS.** More than one Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 8.04 **BIDDER HISTORY.** In evaluating Bids, Owner will consider the qualifications, experience and performance history of the Bidders, Bid compliance with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Form or Notice of Award.
- 8.05 **OTHERS.** Portions of the Work which require Subcontractors, Suppliers, and other persons and organizations are required to be submitted as provided in the Bid Form and Paragraph 12 of Instructions to Bidders. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 8.06 **INVESTIGATIONS.** Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with Contract Documents to Owner's satisfaction within the prescribed time.

8.07 BEST INTERESTS. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

9. SIGNING OF AGREEMENT

9.01 CONTRACT EXECUTION. When Owner gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and proof of insurance. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

9.02 PERFORMANCE BONDS. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by performance and payment bonds each in an amount equal to the contract price.

9.03 CONTRACTOR INSURANCE. The Contractor shall not commence work under the Agreement until Contractor has obtained the insurance required by the Agreement and described therein. When the successful Bidder delivers the executed Contract to Owner, it must be accompanied by satisfactory proof of such coverage.

9.04 APPROVAL OF CONTRACT. No Contract is binding upon the Owner until it has been executed by the Owner through its authorized representatives and has been delivered to the Contractor.

10. CONTRACT TIME

The number of days within which or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (Contract Time) are set forth in the Agreement.

11. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

12. IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)

These Bid Documents rely, where applicable, on the 2020 edition of ISPWC for such things as the *General Conditions*, product specifications, quality of work standards, etc.

13. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. The providing of Substitute or Or-Equal items is governed by ISPWC 2020 edition Section 7.05 and 7.06 of the *General Conditions*. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of Agreement.

14. SUBCONTRACTORS, SUPPLIERS AND OTHERS

The selection of Subcontractors, Suppliers and others is governed by ISPWC 2020 edition Section 7.07 of the *General Conditions*.

15. STATE SALES AND USE TAXES (WH-5 FORM)

State sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor as described in ISPWC 2020 edition Section 7.10 of the *General Conditions*. Prices quoted on the Bid Form shall include sales tax, unless provision is made in the Bid Form to separately itemize the tax. A WH-5 tax form will be required to be filled out and submitted to the State Tax Commission.

16. RETAINAGE

Provisions for retainage are as established in the Agreement. The Contractor will be responsible for completing all applications, notices and submittals required pursuant to Idaho Code and rules and regulations of the Idaho State Tax Commission .

17. PRECONSTRUCTION CONFERENCE

A Preconstruction Meeting will be held by the Owner after all the contractual forms have been fully executed.

18. FEDERAL AND STATE BIDDING REQUIREMENTS

Contractors, Subcontractors, and Specialty Contractors are required to be licensed as Public Work Contractors within the meaning of the Idaho Public Work License Act 54-1902 in order to submit a Bid. The attention of Bidders is directed to the applicable Federal and State requirements and conditions of employment to be observed.

END OF SECTION



Construction Bid Form

Owner Information

Name PAUL STEVENS
C/O CITY OF KUNA

Address 751 W 4TH ST

City, State ZIP KUNA, ID, 83634

Phone 208-287-1727

Email PSTEVENS@KUNAID.GOV

Project name KUNA MUNICIPAL PRODUCTION
WELL 12

Contractor Information

Company _____

Name _____

Address _____

City, State ZIP _____

Phone _____

Email _____

Completion date _____

Scope of Work

The Kuna Municipal Production Well 12 is intended to produce 2,000 gpm. The well shall be developed by airlifting and swabbing or other methods. The well will be test pumped with a step-rate discharge test and a constant-rate discharge test. The well shall undergo a geophysical log, video log, and disinfection. A 30-inch diameter borehole will be drilled to install and seal a 24-inch diameter surface casing. A nominal 8-inch diameter exploration borehole shall be drilled to a depth of approximately 405 feet below ground surface. A 17.4-inch O.D. SDR17 PVC well casing will be installed and sealed. Stainless steel screens are 10-inch diameter "telescope" and the screen blanks are 9-inch "tight-wrap" stainless steel screens.

Company Proposal

Submitted by (Company Representative)

Date

Owner Acceptance

I, _____, do accept the above scope of work, proposed to be completed by _____ for the amount of
 \$ _____.

Submitted by authorized representative

Date

BID SCHEDULE – KUNA MUNICIPAL PRODUCTION WELL #12

TO: CITY OF KUNA, IDAHO

Bid Schedule Definitions: Definitions for Bid Schedule items are found in Special Provisions, Appendix A and relevant sections of the 2020 edition of Idaho Standards for Public Works Construction. For the purpose of preparing Bids, the items listed in the Bid Schedule are to include the task elements defined in Paragraph 3.3 of the Drilling Technical Specifications in Appendix A.

General: The intent of the work is to provide a municipal production well in accordance with project specifications and applicable standards, with minimal disruption to adjoining private properties, without damage to facilities in the vicinity, with the surface properly restored and site left clean, neat and presentable. All items not specifically mentioned in the bid schedule are to be included with other items of work and are not to be paid separately.

The Bidder proposes the following schedule of prices for drilling, construction, development, and testing of municipal water supply for the Kuna Municipal Production Well 12 for the City of Kuna in accordance with the well specifications. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the work. Payment for materials, labor, and equipment will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for Unit Price items. The Bidder is solely responsible for completing all spaces below. The Bidder is responsible for inclusion of all overhead and profit costs within each item submitted.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written Notice to Proceed of the Owner and to substantially complete the Project within 60 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$750 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good for a period of 30 calendar days after the scheduled opening time for receiving Bids.

The Bid Security in the amount of 5% of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Unit Price Bid Schedule is as follows:

**BID SCHEDULE OF ITEMS AND PRICES
KUNA MUNICIPAL PRODUCTION WELL 12**

The Bidder proposes the following schedule of prices for drilling, construction, development, and testing of Kuna Municipal Production Well 12 for the City of Kuna in accordance with the well specifications. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead and profit costs within each item submitted.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and demobilization	1	lump sum	\$_____	\$_____
2	Drill for, furnish, install, and seal 24-inch surface casing	58	linear foot	\$_____	\$_____
3	Drill 8-inch pilot borehole	350	linear foot	\$_____	\$_____
4	Geophysical logging	1	lump sum	\$_____	\$_____
5	Ream for 23-inch borehole	145	linear foot	\$_____	\$_____
6	Furnish and install PVC casing	202	linear foot	\$_____	\$_____
7	Furnish and install bentonite/cement grout seal	200	linear foot	\$_____	\$_____
8	Ream for 15-inch borehole	205	linear foot	\$_____	\$_____
9	Furnish and install 9-inch, stainless steel well screen	100	linear foot	\$_____	\$_____
10	Furnish and install 9-inch "tight-wrap" stainless steel headpipe/blank	125	linear foot	\$_____	\$_____
11	Furnish and install sand filter pack	230	linear foot	\$_____	\$_____

12	Furnish and install packer assembly	1	lump sum	\$ _____	\$ _____
13	Install and remove test pump	1	lump sum	\$ _____	\$ _____
14	Mechanical and pump development	40	hour	\$ _____	\$ _____
15	Test pumping	28	hour	\$ _____	\$ _____
16	Video log	1	lump sum	\$ _____	\$ _____
17	Rig time	2	hour	\$ _____	\$ _____
Total					\$ _____

Submitted by: _____
Signature

Title

Company

Address

Idaho Well Contractors License

Telephone Number

Date

SUBCONTRACTORS

The Contractor must comply with Idaho Code Section 67-2310. The Bidder shall provide the name, address, Division of Building Safety License Number, and Public Works Contractors License Number of the firm(s) who shall, in the event the Contractor secures the contract, complete the Work under the contract. No Bidder shall name any Subcontractor or Sub-subcontractor in the Bid unless the Bidder has received communication from the Subcontractor or Sub-subcontractor.

The Bidder certifies that, if work of the following Idaho State Licensed Specialties is included in the project, the following Subcontracting firms or businesses will be awarded contracts for the following portions of the work in the event that the Bidder is awarded the Contract.

If no subcontractors, please write "none."

Electrical

Name _____

Address _____

Public Works License No. _____

Plumbing

Name _____

Address _____

Public Works License No. _____

HVAC

Name _____

Address _____

Public Works License No. _____

BID SECURITY

PRINCIPAL (Name and Address):

Phone Number: _____

SURETY (Name and Address):

Phone Number: _____

OWNER (Name and Address):

ATTN: City Engineer
City of Kuna
751 W 4th St
Kuna, ID 83634

Let the following be known, that _____ as Contractor, and _____ as surety, are hereby held and firmly bound unto City of Kuna as Owner in the penal sum of _____ dollars, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns firmly by these presents.

Whereas, said Contractor has submitted a Bid to said Owner to perform the Work required under the Bidding Schedule(s) of the Owner’s Contract Documents entitled **Kuna Municipal Production Well No. 12 – Well Drilling and Development Project**.

Now therefore, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Invitation to Bid, Instructions to Bidders, and Construction Bid Form enters into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the Owner may accept such Bid and surety further waives notice of any such extension. In the event suit is brought upon this bond by said Owner and Owner prevails, said Principal and Surety shall pay all costs incurred by said Owner in such suit, including reasonable attorney’s fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2021

(Principal) (SEAL)

(Surety) (SEAL)

By: _____
(Signature)

By: _____
(Signature)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

written consent.

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

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

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

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

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

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

--

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		Public works contractor license number
Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$

Description and location of work to be performed

Project Dates

Scheduled project start date: _____ Completion date: _____

If the following information isn't available at this time, please enter date it will be: _____

All Subcontractors

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

All Subcontractors (continued)

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: _____

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form if you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410
 For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: contractdesk@tax.idaho.gov

NOTICE OF AWARD

DATED: _____

TO: _____

ADDRESS: _____

PROJECT: Kuna Municipal Production Well No. 12

CONTRACT FOR: Kuna Well Drilling and Development Project

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Kuna Municipal Production Well No. 12 Project and other related and miscellaneous work.

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 includes the triplicate sets of Drawings.
2. You must deliver with the executed Agreement the Bid Security (bonds), proof of liability insurance and Workman's Compensation coverage certificate as specified in the Instructions to Bidders and the Agreement.

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

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

City of Kuna
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Public Works Director
(TITLE)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is dated as of the ____ day of _____, in the year 2021, by and between the City of Kuna, Idaho, (hereinafter called Owner) and _____ (hereinafter called Contractor). Owner and Contractor, 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 Municipal Production Well No. 12 Well Drilling and Development 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 Kuna Municipal Production Well No. 12, as shown on the Contract Documents or as directed by the City Engineer.

Article 2. ENGINEER

The City of Kuna is hereinafter called Owner. The Design Engineer is SPF Engineers 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.

Article 3. CONTRACT TIME

3.01 COMPLETION. The Work shall be substantially complete within 45 days of Notice to Proceed. Final completion where all items will be ready for final payment in accordance with Paragraph 15.06 of the *General Conditions* shall be within **60 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 3.01 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 Seven hundred fifty dollars and zero cents (\$750.00) 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 their control and which are not their fault or due to their 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 Work in accordance with the Contract Documents, Owner agrees to pay 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 Owner's City Treasurer upon warrants of the Owner issued upon vouchers of said Engineer which have been approved by Mayor and Owner's City Council 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 a signed Request for Payment containing an estimate of the actual quantities of work performed and invoices for materials delivered to the site. Owner 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 5% 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 Bid, 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 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 installed or performed at the applicable unit prices stated in his Bid.

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% 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 specifications; however, payment for materials on hand will not constitute acceptance and any faulty material will be condemned even though such payment has been made for same in the estimates. Payment shall be computed using Unit Prices designated on the Bid Form for the materials actually used.

4.07 FINAL PAYMENT. Upon completion of the Work and 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 as necessary. Payment shall be computed as defined in Section 4.02 of this Agreement. Contractor shall correct any deficiencies to the Engineer's 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, 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 all of such guaranteed Work in satisfactory condition and correct all defects therein;
- b. Make good all damage to the building, site, 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, 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 proceed to comply within 10 days with the terms of this guarantee the Owner may have the defects corrected and the Contractor and their 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 when due shall bear interest at the rate of 5% per annum.

Article 6. CONTRACTOR'S REPRESENTATIVES

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

6.01 FAMILIARITY. 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 TECHNICAL DATA. 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 INVESTIGATIONS. 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) 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 in accordance with the other terms and conditions of the Contract Documents.

6.05 CORRELATION. 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. Invitation To Bid
2. Instructions To Bidders
3. Bid Form
4. Bid Schedule
5. Bid Security
6. W-H 5 Tax Form
7. Notice of Award
8. This Agreement
9. Payment Bond
10. Performance Bond
11. Insurance Certificates
12. Notice To Proceed
13. Special Provisions
14. Proposed General Course of Events
15. Appendix A - Technical Specifications
16. Appendix B - Drawing Sheets No. 1 - 2
17. Appendix C – Test Well 12 Well Drillers Log and Design
18. Addenda numbers _____ to _____, inclusive

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 they have obtained the insurance and furnished to the Owner satisfactory proof of such coverage:

- a) COMPENSATION INSURANCE. The Contractor shall maintain during the life of this Agreement Workmen's Compensation insurance for all of his employees working under this agreement.
- b) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall maintain during the life of this agreement such public and property damage insurance as shall protect him while performing Work under this Contract from claims for liability or property damage which may arise from operations by himself or anyone directly or indirectly employed by him under this Contract. The minimum limits of such insurance shall be as indicated in the Special Provisions of the Contract Documents.
- c) CERTIFICATE OF INSURANCE. Notice to Proceed shall not be issued until the Contractor has furnished to the Owner a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the Contractor (and its subcontractors where required). This paragraph applies to all insurance required by the Contract.

8.03 The Contractor will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f) of Idaho Code.

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 work zone safety requirements as per state, federal statutes, and local ordinances including but not limited to O.S.H.A. standards and requirements outlined in the Special Provisions;
4. Construct all facilities in accordance with state and federal specifications and guidelines, and as approved by the Inspector;
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 2020 Idaho Standards for 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; and
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, Bid and Contract. Contractor shall furnish, unless otherwise provided, all materials, equipment, tools, fuel, 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 their 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 the 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 they 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 they 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 for 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 their 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. They 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. They 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 at no cost to Owner. 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 accepted. All cost of maintenance Work by the Contractor during construction and before the Work is accepted shall be included in the Unit Prices on various pay items or lump sum bids 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 to them 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 they 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 their 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 in 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 reasonably neat and orderly condition with regard to litter and trash that may evolve from the operations. All empty cement sacks, used form lumber, unused barricades, etc., shall be disposed of immediately in a manner satisfactory to the Owner.

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 hold 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 themselves or their 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 ensure 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 the 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 they 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. Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in their manner or method of executing said Work, or due to 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 their 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 their 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 their 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, their surety shall be held until such suit(s), action(s), claim(s), 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 rainstorm, 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 they will be held responsible for their Work, which shall be subject to the provisions of the Contract.

13.02 DEFAULT AND TERMINATION OF CONTRACT. Termination of Contract will occur if the Contractor:

1. Fails to begin the Work under the contract within the time specified in the Notice to Proceed;

2. Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work;
3. 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;
4. Discontinues the Work;
5. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
7. Makes an assignment for the benefit of creditors;

If Contractor fails to carry on the Work in an acceptable manner, the Engineer will give notice to the Contractor as follows:

1. A verbal notification from the Engineer to the Contractor (documented by the Engineer) that one or more of the above infractions have occurred.
2. 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.
3. 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 their control and which are not his fault or due to their 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 their 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 _____, 2021

OWNER: CITY OF KUNA

CONTRACTOR: _____
License No. _____

BY: _____
(CORPORATE SEAL)

BY: _____
(CORPORATE SEAL)

ATTEST: _____

ATTEST: _____

Address for giving notices:

ATTN: City Engineer
751 W. 4th St
Kuna, Idaho 83634

Address for giving notices:

Agent for service of Process:

(If Contractor is corporation, attach evidence of authority to sign.)

PAYMENT BOND

PRINCIPAL (NAME AND ADDRESS):

_____ Phone # _____

SURETY (NAME AND ADDRESS):

_____ Phone # _____

OWNER (NAME AND ADDRESS):

ATTN: City Engineer
City of Kuna
751 W. 4th St
Kuna, ID 83634
Phone # (208) 287-1727

Let it be known, that _____ as Contractor,
and _____ as surety, are held and firmly bound
unto the City of Kuna, Idaho, in the sum of _____ dollars, for the
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly be these presents.

The conditions of this obligation are such, that said Contractor has been awarded and is about to enter into the annexed
Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled **Kuna
Municipal Production Well No. 12 –Well Drilling and Development Project.**

Now therefore, if said Contractor, or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for
rental of same, used in connection with the performance of work contracted to be done, or for amounts due under
applicable state law for any work or labor thereon, said surety will pay for the same in an amount not exceeding the sum
specified above, and, in the event suit is brought upon this bond, reasonable attorney’s fees to be fixed by the court.
This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable
state law so as to give a right of action to them or their assigns in any suit brought upon this bond.

Provided, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of
completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said
Contractor or surety, nor shall any extensions of time granted under the provisions of said Contract Documents release
either said Contractor or surety, and notice of alterations or extensions of the Agreement is hereby waived by surety.

IN WITNESS WHEREOF, we have hereunder set our hands this _____ day of _____, 2021.

(CONTRACTOR)

(SURETY)

By: _____
(Signature and SEAL)

By: _____
(Signature and SEAL)

PERFORMANCE BOND

PRINCIPAL (NAME AND ADDRESS):

_____ Phone # _____

SURETY (NAME AND ADDRESS):

_____ Phone # _____

OWNER (NAME AND ADDRESS):

ATTN: City Engineer
City of Kuna
751 W. 4th St
Kuna, ID 83634
Phone # (208) 287-1727

Let it be known that _____ as Contractor,
and _____ as surety, are held and firmly bound
unto the City of Kuna, Idaho, in the sum of _____ dollars,
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that said Contractor has been awarded and is about to enter into the annexed
Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled **Kuna
Municipal Production Well No. 12 - Well Drilling and Development Project.**

Now therefore, if said Contractor shall perform all the requirements of said Contract Documents required to be
performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect.

Provided, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of
completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said
Contractor or said surety hereunder, nor shall any extensions of time granted under the provisions of said Contract
Documents, release either said Contractor or said surety, and notice of such alterations or extensions of the Agreement
is hereby waived by said surety.

In witness whereof, we have hereunder set our hands this _____ day of _____, 2021.

(CONTRACTOR)

(SURETY)

By: _____
(Signature and SEAL)

By: _____
(Signature and SEAL)

NOTICE TO PROCEED

**Kuna Municipal Production Well No. 12
Well Drilling and Development Project**

Dated: _____, 2021

TO: _____
(Contractor)

ADDRESS: _____

PROJECT: **Kuna Municipal Production Well No. 12**
(Insert name of Contract as it appears in the Bidding Documents)

CONTRACT FOR: **Well Drilling and Development Project**

You are notified that the Contract Time under the above contract will commence to run on the ____ day of _____, 2021. By that date, you are to start performing your obligations under the Contract Documents in accordance with Article 3 of the Agreement dated _____, 2021.

Before you may start any Work at the site, you must deliver to the Owner (with copies to Engineer) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

City of Kuna
(Owner)

By _____
Public Works Director

SPECIAL PROVISIONS

1. The Work is funded by the City of Kuna and is not subject to Davis-Bacon wage requirements.
2. The Contractor understands the drilling of a production well is an exploratory environment and that subsurface conditions cannot be accurately known before commencement of construction. As a result, actual in-place quantities may vary from those indicated in the Bid Schedule. The Well Driller's Report for Test Well No. 12 is provided in Appendix C as the best available indication of sub-surface conditions. The increase or decrease in quantities shall not be considered cause for change order or change in price except that associated with the unit price for the changed quantity itself.
3. The Contractor shall be licensed to drill and construct water-supply wells under current State of Idaho regulations. All Bidders must present satisfactory evidence that they have the necessary equipment, experience, skill, and financial ability to properly execute the work to be done under this Contract. Along with its Bid, the Bidder shall submit the Bidder's minimum qualifications to perform the work as outlined in the technical specifications of Appendix A. If required by the Owner, Bidders must submit affidavits as to the amount of previous work or evidence of acceptance from other governmental entities of an amount of work done equivalent to that embraced in this Contract. The Owner will inquire diligently into the Contractor's reputation and methods of previous work, and reserves the right to reject any Bids because of previous difficulties with or on the part of the Contractor.
4. The drilling site is limited in areal extent within an existing municipal park site with limited room for materials storage.
5. Public safety is of paramount concern because the site is located in an urbanized area in a City park and adjacent to a school and residential subdivisions. The parcel of land for drilling the production well is Arbor Ridge Park and the Well Site at the northwest end of said park (See Appendix B). An approximate location for the production well is shown in Appendix B but a precise location of the production well within the parcel is to be designated by the Engineer after issuance of a Notice to Proceed. The conduct of work activities must be confined between the hours of 7:00 A.M. to 7:00 P.M., the site maintained to minimize dust, and loud music and other unnecessary noise avoided. Respect for the residential environment is to be maintained and safety for the residents is to be a paramount concern.
6. This is a highly technical, difficult, and exacting project and there will be no extra remuneration for the time required to construct the well over Bid costs of the individual Bid schedule items. These specifications are exceptionally precise owing to experience gained in previous drilling projects by the City near the site such that the likelihood for change orders to the project is unlikely. Questions concerning these technical specifications should be directed to the City Engineer at (208) 287-1727.
7. For items not addressed in the Project Technical Specifications of Appendix A, use the Idaho Standards for Public Works Construction, 2020 edition, English Units as the project Standard Specifications supplemented with the City of Kuna Standard Notes.
8. The Contractor is responsible for providing all fuel, water and power needed to perform the Work of the Contract.
9. The Contractor is responsible for calling Idaho Digline, locating said facilities, and protecting the same, throughout the duration of the Project, and repairing any facilities damaged by his construction activities.

10. Insurance: Contractor’s Liability Insurance of the *General Conditions* shall provide the following minimum limits and conditions:

Employer’s Liability:	\$1,000,000
General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury (per person/organization with employment exclusion deleted):	\$1,000,000
Each Occurrence (bodily injury and property damage):	\$1,000,000
Fire Damage (any one fire):	\$100,000
Medical Expenses (any one person):	\$5,000

Property Damage Liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

Automobile Liability providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles:	\$1,000,000
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Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:	\$1,000,000
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Boiler and machinery insurance: NONE required for this project

Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

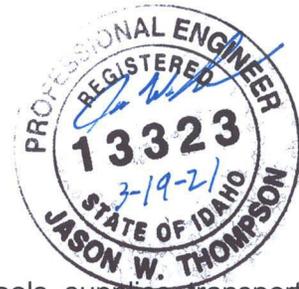
PROPOSED GENERAL COURSE OF EVENTS

1. Mobilize to the work site.
2. Implement Erosion and Sediment Control Plan (ESCP) as required by Owner prior to beginning construction.
3. Drill minimum 30-inch diameter borehole and install 24-inch diameter mild steel surface casing from 3 feet above ground surface to depth determined by Engineer. The surface casing shall be installed into confining layer at a depth of approximately 55 feet below ground surface (bgs). Seal the annular space between the surface casing and borehole with cement-bentonite grout, cement grout, or bentonite chips from ground surface to the bottom of the surface casing.
4. Drill a nominal 8-inch diameter exploration borehole below surface casing to a depth of approximately 405 feet or depth determined by Engineer for geophysical logging purposes.
5. Conduct geophysical logging of the pilot borehole.
6. Ream exploration borehole to nominal 23-inch diameter to depth determined by Engineer.
7. Furnish and install 17.4-inch O.D. (18.7-inch coupler O.D.), 15.1-inch minimum I.D., blank, Certa-Lok PVC Well Casing as supplied by CertainTeed Corporation, **OR** 18-inch O.D. (1.06-inch minimum wall thickness), SDR17 PVC well casing as supplied by Johnson Screens (or equal), from 2 feet above ground surface to depth determined by Engineer.
8. Seal the annular space between the nominal 23-inch borehole and PVC casing from ground surface to bottom of borehole using a cement-bentonite grout, place 5 feet of ¾-inch bentonite chips in bottom before pumping grout.
9. Ream exploration borehole below PVC casing to nominal 15-inch diameter to depth determined by Engineer.
10. Furnish and install 9-inch diameter pipe-size (10-inch diameter “telescope”), stainless steel, wire-wrap well screen at depths determined by Engineer. Slot size will be determined by Engineer following drilling of the pilot borehole. “Tight-wrap” 9-inch stainless steel screen shall be installed as blank casing between the screen intervals and as a headpipe.
11. Furnish and install Colorado Silica Sand filter pack in interval determined by Engineer. Size of filter pack will be determined by Engineer following drilling of the pilot borehole.
12. Develop the well by airlifting and swabbing or other methods as approved by the Engineer, replace filter pack to original installation depth.
13. Furnish and install a removable packer assembly between the 9-inch stainless steel headpipe and the PVC casing.
14. Install test pump to depth determined by Engineer.
15. Complete development of the well using the test pump.
16. Use the test pump to perform a 4-hour step-rate discharge test and a 24-hour constant-rate discharge test.
17. Video log the well.
18. Disinfect the well.
Complete well head.
19. Clean site and demobilize.

APPENDIX A

TECHNICAL SPECIFICATIONS

SECTION 33211
MUNICIPAL SUPPLY WELL



PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The Contractor shall furnish all materials, labor, plant, equipment, tools, supplies, transportation, and appurtenances for drilling, casing, developing, completing, and testing the new Kuna Municipal Production Well 12 in Kuna, Idaho, for the City of Kuna (City or the Owner) as specified herein and in accordance with the requirements of the Contract Documents.
- B. Approximate depths of drilling and lengths of well casings, screens, filter packs, and seals are to be used for the purpose of price estimation only. Exact depths and lengths may be adjusted by the Owner depending on subsurface conditions.
- C. Work requirements for the well are summarized below. Each item is discussed in subsequent sections of the Specifications.
1. Mobilize to the work site.
 2. Implement Erosion and Sediment Control Plan (ESCP) as required by Owner prior to beginning construction.
 3. Drill minimum 30-inch diameter borehole and install 24-inch diameter mild steel surface casing from 3 feet above ground surface to depth determined by Engineer. The surface casing shall be installed into confining layer at a depth of approximately 55 feet below ground surface (bgs). Seal the annular space between the surface casing and borehole with cement-bentonite grout, cement grout, or bentonite chips from ground surface to the bottom of the surface casing.
 4. Drill a nominal 8-inch diameter exploration borehole below surface casing to a depth of approximately 405 feet or depth determined by Engineer for geophysical logging purposes.
 5. Conduct geophysical logging of the pilot borehole.
 6. Ream exploration borehole to nominal 23-inch diameter to depth determined by Engineer.
 7. Furnish and install 17.4-inch O.D. (18.7-inch coupler O.D.), 15.1-inch minimum I.D., blank, Certa-Lok PVC Well Casing as supplied by CertainTeed Corporation, **OR** 18-inch O.D. (1.06-inch minimum wall thickness), SDR17 PVC well casing as supplied by Johnson Screens (or equal), from 2 feet above ground surface to depth determined by Engineer.
 8. Seal the annular space between the nominal 23-inch borehole and PVC casing from ground surface to bottom of borehole using a cement-bentonite grout, place 5 feet of ¾-inch bentonite chips in bottom before pumping grout.
 9. Ream exploration borehole below PVC casing to nominal 15-inch diameter to depth determined by Engineer.
 10. Furnish and install 9-inch diameter pipe-size (10-inch diameter "telescope"), stainless steel, wire-wrap well screen at depths determined by Engineer. Slot size will be determined by

Engineer following drilling of the pilot borehole. "Tight-wrap" 9-inch stainless steel screen shall be installed as blank casing between the screen intervals and as a headpipe.

11. Furnish and install Colorado Silica Sand filter pack in interval determined by Engineer. The size gradation of the filter pack will be determined by Engineer following drilling of the pilot borehole.
12. Develop the well by airlifting and swabbing or other methods as approved by the Engineer, replace filter pack to original install depth.
13. Furnish and install a removable packer assembly between the 9-inch stainless steel headpipe and the PVC casing.
14. Install test pump to depth determined by Engineer.
15. Complete development of the well using the test pump.
16. Use the test pump to perform a 4-hour step-rate discharge test and a 24-hour constant-rate discharge test.
17. Video log the well.
18. Disinfect the well.
19. Complete well head.
20. Clean site and demobilize.

D. All well construction work not specifically addressed in these specifications shall conform to IDAPA 37.03.09 Well Construction Standards Rules (Idaho Department of Water Resources) and IDAPA 58.01.08 Rules for Public Drinking Water Systems (Idaho Department of Environmental Quality).

E. All materials used for well construction, including drilling fluids, shall be certified to NSF Standard 60, NSF Standard 61, or equivalent.

1.2 BEGINNING AND COMPLETION OF WORK

A. The work shall begin on receipt of notice to proceed from the Owner. All work shall be completed per the schedule established by the Owner.

1.3 SERVICES FURNISHED BY THE OWNER

A. The Owner will provide land and rights-of-way for the Work specified in this contract. Provisions for access to the Work site will be provided by the Owner. The Contractor shall not enter on or occupy with laborers, tools, equipment, or material any ground outside the property and rights-of-way provided by the Owner unless stated otherwise by the Owner. Other contractors, employees, or agents of the Owner may enter the work site and premises used by the Contractor for business purposes.

B. The Engineer (as the Owner's Representative) will participate in well testing, evaluation of drilling characteristics, sample examination, and geologic log interpretation, and will advise the Contractor on the final design placement of well casings, annular seals, filter pack and well screens. The Engineer shall be present during placement of well seal.

- C. The Owner will obtain the drilling permit. The Contractor is responsible for all other applicable permits.

1.4 WORK SITE

- A. The well site is owned by the City of Kuna and is located at Arbor Ridge Park, located on the south side of Hubbard Lane midway between Linder Road and Tenmile Road in Kuna, Idaho. Kuna Municipal Production Well 12 will be located at the west end of the Park's existing parking lot within the NW ¼ of the NE ¼ of Section 14 in Township 2 North, Range 1 West. The well site can be accessed from Hubbard Lane. The well site will be staked prior to Contractor mobilization.
- B. The Contractor shall contact Idaho Digline prior to any drilling at 800-342-1585.

1.5 DRILLING CONDITIONS

- A. It is anticipated that drilling will be in clay, sand, gravel, and basalt. Clay with minor sand is anticipated to a depth of about 20 feet, then basalt with clay to a depth of approximately 50 feet, underlain by layers of clay and sand. Static water level is expected to be at a depth of approximately 70 feet bgs. It is the Contractor's responsibility to make his own determination of subsurface conditions.
- B. It is the Contractor's responsibility to become informed about local conditions affecting this Work. Neither the information contained in these specifications, nor gleaned from the Owner, or their agents, shall act to relieve the Contractor from any responsibility set forth in the contract.

1.6 CONTRACTOR QUALIFICATION AND EQUIPMENT

- A. The Contractor shall have at least five years of well drilling experience, and shall have successfully completed at least five large diameter (greater than 16-inch well casing) water supply well projects to depths of more than 400 feet. The Contractor shall have experience constructing wells with PVC casing, having successfully completed at least two PVC water supply wells with a diameter of at least 8 inches. A list of completed projects shall be provided upon request.
- B. The Contractor shall hold a valid Idaho Public Works License and be a licensed well driller in Idaho.
- C. The Contractor shall submit a list of equipment to be used on the project. The list shall include: (1) manufacturer; (2) load capacities; (3) year of manufacture; and (4) year of purchase by current owner. The Contractor is responsible for providing equipment capable of performing the Work specified.
- D. Damages to the well or surrounding property by the Contractor's equipment, leased or otherwise, shall be repaired or replaced at the Contractor's expense.
- E. The Contractor shall have equipment capable of swabbing and airlifting the well to a total depth of 400 feet.

1.7 SUBMITTALS

- A. The Contractor shall provide submittals for all materials to the Engineer for review and approval prior to their use. The submittals shall be provided in an electronic format. Submittals shall be provided for steel and PVC casing, well screen, packer assembly, centralizers, seal materials, filter pack materials, and drilling fluids and additives. All materials shall be new and unused.

1.8 CONTRACT DOCUMENTS

- A. The form and detail of the various features of the Work are illustrated on the following drawings accompanying and made part of the Contract Documents:
- Figure 1 – Kuna Municipal Production Well 12 – Location Map
 - Figure 2 – Kuna Municipal Production Well 12 – Conceptual Design

1.9 WATER, POWER, AND SITE IMPROVEMENTS

- A. The Contractor shall be responsible for obtaining water supply for drilling. All water used for well construction purposes shall be of potable quality and adequately disinfected to prevent the spread of bacteria. If the Contractor plans to obtain potable water from the City of Kuna, the Contractor will need to coordinate with the City on obtaining water from a hydrant and comply with all City requirements including but not limited to metering water use and providing appropriate backflow prevention.
- B. The Contractor shall provide, at his own expense, all necessary piping and components to transfer discharged well water from the well site to a suitable disposal site during well development and testing. It is anticipated that clean water can be discharged to a location within 250 feet of the well site. A plan for water disposal must be provided by the Contractor and approved by the Owner prior to commencing drilling. The Contractor shall not discharge water off-site without obtaining applicable permits. The City of Kuna shall be provided a copy of any permits and/or license agreements required for water disposal.
- C. The Contractor shall provide, at his own expense, all power required for his operations under the contract.
- D. Preparation of the drill site and excavation or backfilling of mud pits, ditches, or settling ponds shall be the responsibility of the Contractor. The locations of any excavations shall be coordinated with the Engineer prior to start of work. The Contractor shall be responsible for protecting life and property from excavated mud pits and settling ponds and shall backfill pits as soon as drilling and testing operations are complete. Holes, pits, equipment, and chemicals shall be safely stored and fenced per OSHA standards. All materials shall be stored where safe from damage or contamination.
- E. The Contractor shall provide a temporary security fence around the work site to prevent entry into the work site by unauthorized personnel. The work site shall be properly secured by the Contractor whenever the site is unattended.
- F. The Contractor will be responsible for complying with all applicable erosion and sediment control requirements including applicable erosion control permits.

1.10 WORKING HOURS AND SAFETY

- A. The Contractor shall work on this project in a steady and diligent manner. The Contractor shall, during all work periods, provide an adequate crew of suitably qualified personnel to prevent unnecessary delays in project completion.
- B. The Contractor shall limit work activities to normal daylight working hours unless otherwise approved by the City of Kuna. However, the Contractor may conduct 24-hour operations during drilling and casing installation if needed to ensure borehole stability and during test pumping.

- C. The Contractor is responsible for compliance with all applicable safety laws of any jurisdictional agency and for safe working practices.

1.11 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall provide, maintain, and be responsible for all Erosion and Sediment Control (ESC) structures, practices, permits, and plans to meet all project, local, state, and federal requirements for water quality and erosion and sediment control.
- B. The Contractor shall utilize BMPs per the Idaho Department of Environmental Quality Catalog of Stormwater BMPs for Idaho Cities and Counties in conjunction with any other applicable requirements.

1.12 FINAL CLEANUP

- A. The Contractor shall thoroughly clean the site after completion of the drilling, well construction, and test pumping operations. All excess drilling fluids, debris, cuttings, and other materials used during these operations shall be removed and properly disposed of by the Contractor. Backfilled mud pits, if applicable, shall be compacted to 90 percent maximum dry density as determined by Standard Proctor Test (ASTM 698-00). The Contractor shall give the Engineer and Owner at least 48 hours of notice prior to compaction in order for the Owner or Engineer to observe the compaction effort.
- B. The Contractor shall promptly remove his equipment, temporary facilities, and materials, and leave the site in a condition approved by the Owner. The Contractor shall repair any damage to the property or facilities caused by his operations prior to final acceptance of the Work by the Owner.
- C. The Contractor shall be responsible for repair of underground utilities damaged by his activities. The Contractor shall be responsible for contacting the appropriate utility location service (i.e., DigLine) prior to excavation.

PART 2 -- PRODUCTS

2.1 SURFACE CASING

- A. The surface casing shall be minimum 24-inch diameter, 0.375-inch wall thickness, mild (low-carbon) steel casing. The casing shall be specifically designed for use as water well casing and shall be stamped as such by the manufacturer. The casing shall be new and unused.

2.2 WELL CASING

- A. The blank PVC well casing shall be 17.4 inch O.D. (18.7-inch O.D. coupler) with a minimum I.D. of 15.1 inches (SDR 17), Certa-Lok manufactured by CertainTeed Corporation, **OR** 18-inch O.D. (1.06-inch minimum wall thickness), SDR17 PVC well casing as supplied by Johnson Screens (or equal). The casing shall conform to ASTM F480 and ANSI/NSF Standard 61. The casing shall be specifically designed for use as water well casing and shall be stamped as such by the manufacturer. The casing shall be new and unused.

2.3 WELL SCREEN

- A. Well screen shall be of the V-slot continuous wire-wrap type in 304 stainless steel of 9-inch pipe size (10-inch "telescope"), Hi-Flow manufactured by Johnson Screens or equal. The top of the well screen shall be equipped with a welding ring. The bottom of the well screen shall be equipped

with a stainless steel plate bottom (0.375-inch thickness) or a welding ring for connection to blank pipe. In order to provide adequate collapse, column, and tensile strengths, the screen construction shall include sufficient wire and rod sizes to be compatible with the depth and pressures of the installation, as recommended by the screen manufacturer.

- B. Final screen length, slot size, and placement depths will be determined by the Engineer after completion of the borehole and geophysical survey and receipt and evaluation of driller's logs and drill cuttings.

2.4 CENTRALIZERS

- A. Centralizers shall be provided at nominal 60-foot intervals and at each screen section. Centralizers shall be stainless steel. Centralizers shall be attached to PVC casing using straps or other Engineer-approved devices. Centralizers shall be welded at both ends of each screen section at the weld rings. A shop drawing of the centralizer shall be submitted to the Engineer for review and approval prior to installation.

2.5 SAND FILTER PACK

- A. A sand filter pack shall be placed in the depth interval determined by the Engineer, with a minimum of 20 feet above the top of the screen. The filter pack shall consist of clean, well-rounded siliceous material with a uniformity coefficient of 2.5 or less, manufactured by Carneouse (Colorado Silica Sand, Inc.), Colorado Springs, CO (or approved equal), and conforming to one of the following gradation specifications to be determined following analysis of drill cuttings.

10-20 Filter Sand	8-12 Filter Sand
90-100% passing No.10 sieve	90-100% passing No. 8 sieve
90-100% retained on No. 20 sieve	90-100% retained on No. 12 sieve
6-9 Filter Sand	
90-100% passing No.6 sieve	
90-100% retained on No. 9 sieve	

2.6 PACKER ASSEMBLY

- A. The annular space between the 15.1-inch nominal diameter (I.D.) PVC casing and the 9-inch head pipe of the screen assembly shall be sealed with a removable packer.
- B. All steel used to fabricate the packer shall be 304L stainless steel with a minimum wall thickness of 0.250 inches.
- C. The packer shall have two neoprene Figure K packers (minimum 3 lips per ring) that seal to the 17.4-inch PVC casing (I.D. can range from 15.08 inches to 15.35 inches).
- D. The packer shall have a 12-inch by 9-inch stainless steel reducer. The assembly shall allow the packer to be placed onto the headpipe so that the packer assembly can be removed. The 12-inch section of the packer shall be minimum 4 feet in length.

- E. The packer shall be fitted with centralizers to maintain spacing inside the PVC casing.
- F. The Contractor shall provide a schematic of the packer assembly for approval by the Engineer prior to fabrication of the assembly.

2.7 WELL SEAL

- A. The surface seal for the annular space outside the 24-inch surface casing shall be placed using neat cement, bentonite chips, or an approved cement-bentonite grout. Seal thickness shall meet the requirements of the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08).
- B. Bentonite chips used for the surface seal shall be specifically recommended by the manufacturer for use as a seal in water wells. Bentonite chips shall be of sufficient size to accommodate proper placement for the existing subsurface conditions.
- C. The annular space between the nominal 23-inch borehole and the PVC casing shall be sealed from ground surface to the bottom of the borehole. The bottom 5 feet of the seal shall be $\frac{3}{4}$ -inch bentonite chips. Above the chip seal, the annular seal shall be a cement-bentonite grout mix to ground surface. The cement-bentonite grout mix shall be approved by the Idaho Department of Water Resources.
- D. Each cement-bentonite grout batch shall consist of the following: 24 gallons of potable water, one 92-pound bag of Type II Portland Cement, and one 50-pound bag of bentonite grout (Grout Well DF from Wyo-Ben, Inc. or equivalent). In preparing the mix, the cement must be added first, followed by the bentonite. The bentonite shall be specifically recommended by the manufacturer for use as a seal material in water wells.

PART 3 -- EXECUTION

3.1 MOBILIZATION AND DEMOBILIZATION

- A. Upon receiving the Notice to Proceed, the Contractor shall move in all tools, equipment, and supplies necessary for the Work, and upon completion of the Work, shall remove all such items from the premises promptly and leave the site in a clean and orderly fashion.

3.2 CONSTRUCTION SEQUENCE

- A. The sequence of construction for this project shall consist of the following:
 1. Mobilize to the work site.
 2. Implement ESCP as required by Owner prior to beginning construction.
 3. Drill minimum 30-inch borehole and install and seal the 24-inch diameter surface casing into a confining layer at approximately 55 feet bgs. The top of the casing shall be 3 feet above ground surface.
 4. Drill a nominal 8-inch diameter exploration pilot borehole below surface casing to approximately 405 feet or depth determined by Engineer for geophysical logging purposes.
 5. Conduct geophysical logging of the borehole.
 6. Ream exploration borehole to nominal 23-inch diameter to depth determined by Engineer.

7. Furnish and install 17.4-inch pipe O.D. (18.7-inch coupler O.D.), 15.1-inch minimum I.D., blank, Certa-Lok PVC Well Casing as supplied by CertainTeed Corporation, **OR** 18-inch O.D. (1.06-inch minimum wall thickness), SDR17 PVC well casing as supplied by Johnson Screens (or equal), from 2 feet above ground surface to depth determined by Engineer.
8. Seal the annular space between the PVC casing and 23-inch borehole from ground surface to bottom of borehole using a cement-bentonite grout mix installed by tremie. Place ¾-inch bentonite chips in the bottom 5 feet of the borehole.
9. Ream exploration borehole below PVC casing to nominal 15-inch diameter to depth determined by the Engineer.
10. Furnish and install 9-inch pipe-size (10-inch "telescope"), stainless steel, wire-wrap well screen at depths determined by Engineer. "Tight-wrap" 9-inch stainless steel screen shall be installed as blank casing between the screen intervals and as a headpipe.
11. Furnish and install Colorado Silica Sand filter pack at depth intervals determined by the Engineer.
12. Develop the well by airlifting and swabbing or other methods as approved by the Engineer.
13. Furnish and install a removable packer assembly between the 9-inch stainless steel headpipe and the PVC casing.
14. Install test pump to depth determined by Engineer.
15. Complete development of the well using the test pump.
16. Use the test pump to perform a 4-hour step-rate discharge test and a 24-hour constant-rate discharge test.
17. Video log the well.
18. Disinfect the well.
19. Complete well head.
20. Clean site and demobilize.

3.3 DRILLING

- A. The drilling method below the surface casing and basalt shall be direct or reverse mud-rotary. The Contractor may be required to drill by air-rotary through the surface basalt. The borehole shall be of sufficient diameter to meet the requirements of the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08) for sealing of casing.
- B. Drilling fluid properties shall be maintained in such a manner to ensure the structural integrity of the borehole and to circulate drill cuttings representative of the strata penetrated to the ground surface. Drilling fluids and any additives must be manufactured for use in water wells and be ANSI/NSF 60 approved. A mud kit shall be available for measuring drilling fluid properties throughout the project.
- C. The Contractor shall sample the drill cuttings at 5-foot intervals below 40 feet and at pronounced changes in geologic formation. These samples shall be saved and maintained on the job site in

a clean dry area. All samples are to be submitted to the Engineer. The samples shall be of at least one-gallon size, shall be kept in cloth sample bags or zip-lock style plastic bags, to be provided by the Contractor, and shall be clearly labeled to show the depth and well from which collected.

- D. All drilling fluids and cuttings shall be contained on the immediate drilling site during drilling and disposed of following the completion of work in accordance with State and Federal regulations. No drilling fluids or water containing drilling fluids shall be allowed to leave the Work site. Method and place of disposal shall be approved by the Owner. Costs incurred in connection with the disposal of drilling fluids, cuttings, and developed water will be borne by the Contractor.
- E. Logs and records shall be kept by the Contractor's drillers on forms suitable to the Engineer, which shall indicate each shift worked; the general character, thickness, and type of material penetrated; and the type of all other Work performed, including the exact time spent on each item of Work. Information that shall be listed on the drilling log includes: (1) drilling fluids and additives, including quantity of materials used and any loss of fluid to the borehole; (2) drilling fluid properties, including weight and viscosity; (3) type and diameter of bits used for drilling and total footage for each bit; and (4) any remarks or comments concerning the drilling characteristics of the borehole, including locations of any lost circulation zones. The forms shall be kept on-site for inspection by the Engineer. Forms shall be provided for Engineer approval prior to commencing construction.
- F. Copies of the logs shall be available for inspection by the Owner and Engineer at all times. Copies of all logs shall be furnished to the Owner and Engineer following completion of all operations. The Contractor shall submit a Well Driller's Report to the Idaho Department of Water Resources.
- G. Upon completion of pilot hole drilling and geophysical logging, the Engineer will have up to 48 hours to evaluate drill cuttings, the borehole geologic log, and the geophysical log prior to developing a final well design. No rig time or stand-by time will be incurred while waiting on the final well design from the Engineer, nor while subsequently waiting for delivery of materials.
- H. Any pilot borehole below the upper reamed section shall be abandoned according to IDWR requirements.

3.4 GEOPHYSICAL LOGGING

- A. Geophysical logging shall be conducted upon completion of the pilot borehole drilling. The Engineer shall be given at least 24 hours of notice of the time when the survey will be run in order to witness the performance of the survey. The logs run shall include normal resistivity (8-inch, 16-inch, 32-inch, and 64-inch), single point resistivity, spontaneous potential, natural gamma radiation, and temperature.
- B. It is the Contractor's responsibility to ensure that the borehole remains open to the total completion depth for geophysical logging.
- C. Following completion of logging, the Contractor shall provide the Engineer with a field copy of the logs. Within 24 hours of completion of logging, the final logs shall be provided in both electronic (digital data and image (pdf)) and hard copy (paper) formats.

3.5 PLUMBNESS AND ALIGNMENT

- A. The Contractor shall drill the borehole sufficiently straight and plumb to permit construction of the well (at all stages including bore for 24-inch surface casing, nominal 8-inch pilot bore, and nominal

15-inch bore). Drilling shall be to the depth designated by the Engineer with a total deviation not to exceed one degree per 100 feet. The alignment of the 15.1-inch I.D. diameter PVC well casing will be considered satisfactory if the casing will permit the free lowering and raising of a dummy between land surface and the bottom of the casing section. The dummy shall be constructed of a 20-foot length of 14-inch O.D. pipe. It shall be the responsibility of the Contractor to see that the well is being constructed straight and plumb within these limits at all times. Any indications of inadequate plumbness or alignment during well drilling or construction shall be cause to require measurement of plumbness or alignment by a method acceptable to the Owner. No payment shall be made for tests of alignment; any such tests shall be considered subsidiary to other items in this contract.

- B. If the well has unacceptable plumbness or alignment, the Contractor shall undertake remedial measures. Any alignment work required by the Contractor in re-drilling or straightening the borehole shall be at his sole expense. If a well is deemed unacceptable following remedial measures, then as much casing as can be removed from the well shall be salvaged by the Contractor. Salvaged casing will be the property of the Contractor. The well shall be abandoned in accordance with Idaho State regulations at the Contractor's expense. All payments associated with construction of the abandoned well shall be credited to construction of a replacement well.

3.6 INSTALLATION OF WELL CASINGS, SCREEN, AND CENTRALIZERS

- A. Individual lengths of steel casing and screen shall be joined by welding. Welding shall be performed by properly qualified operators following the manufacturer's recommendations and in accordance with AWWA C206. Welds shall penetrate the full thickness of the casing wall.
1. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.
 2. There shall be a minimum of three (3) weld passes on pipe sizes 6-inches and greater.
- B. For PVC casing, the Contractor shall conform to the installation standards prescribed by the casing manufacturer. The Contractor shall be responsible for installation without damaging the casing.
- C. Centralizers shall be installed at intervals of no more than 60 feet. Centralizer groups in well casings will be placed as follows:
1. All centralizer groups shall be vertically aligned, one above the other, in order to permit the passage of tremie pipe alongside the casing to the bottom of the borehole.
 2. Centralizers shall be welded at the top and bottom of each screen section.

3.7 SAND FILTER PACK

- A. Filter pack shall be poured for placement in the borehole opposite the screen assembly at a uniform rate in a manner that will prevent bridging and allow for adequate pack settling. The level of the filter pack shall be tagged at frequent intervals to confirm that it is not bridging. The volume of the filter pack shall be monitored during placement to confirm that the pack is not bridging. The Contractor shall prevent filter pack from entering the screen assembly during pouring by means of an approved temporary sealing apparatus ("bonnet").

- B. The size and placement of filter pack shall be determined by the Engineer after drilling of the pilot borehole.
- C. The filter pack shall be disinfected with 100 ppm chlorine solution as it is being installed.
- D. The filter pack shall extend above the top of the screen by a minimum of 20 feet. The Contractor shall maintain the top of the filter pack at the depth determined by the Engineer until after mechanical well development is complete. If the filter pack settles following development, the Contractor shall add additional filter pack to return the top to the design depth.

3.8 WELL SEAL

- A. The surface seal shall extend from the bottom of the 24-inch casing to ground surface. Any temporary casing shall be withdrawn as the seal is placed.
- B. Bentonite chips are acceptable for the surface seal material. If bentonite chips are used as a surface seal material, the top of the seal shall be tagged at a minimum 10-foot interval. Seal shall be tagged during placement to determine if the seal is reaching its intended position. Pour rates shall not exceed manufacturer's recommended rates. Seal level shall be checked by tagging with a sinker bar or other means. Bentonite chips installed through water shall be installed by pouring chips over a one-quarter (1/4) inch mesh screen (for three-eighths (3/8) inch chips) to remove fines and prevent bridging. If a bridge occurs, grout shall be pumped through a tremie pipe to fill the void. The tremie pipe shall be washed or jetted through the bridge.
- C. The cement-bentonite seal between the nominal 23-inch borehole and the PVC casing shall extend from ground surface to five feet above the bottom of the borehole, with a 3/4-inch bentonite chip seal placed in the bottom 5 feet of the borehole.
- D. The cement-bentonite seal shall be installed by the tremie method. The cement-bentonite grout shall be pumped into the annular space through a tremie pipe that shall be extended from ground surface to the bottom of the zone being grouted. Grout shall be placed from the bottom up in a continuous operation. The grout pipe shall be slowly raised as the grout is placed, but the discharge end of the tremie pipe must be submerged in the emplaced grout at all times until grouting is complete. The grout pipe shall be maintained full to the surface at all times until completion of the grouting of the entire specified interval.
- E. Once grouting is complete, no further work shall be performed on the well for a minimum of 24 hours. No standby or rig time will be paid while grout is setting. In the event of borehole collapse prior to placement of the grout, the Contractor shall take whatever steps are necessary to reopen the hole and to place the seal as specified. Any such remedial action shall be conducted at the Contractor's expense.
- F. A minimum of 50% excess grout shall be available on site prior to seal placement.
- G. The volume of seal material placed shall be carefully monitored and checked against calculated volume requirements.
- H. The Engineer shall be notified a minimum of 24-hours prior to well seal placement, and shall be present during seal placement.
- I. The Contractor shall develop and submit a plan for sealing the well for the Engineer's review and approval. The plan shall provide details of methods and materials proposed for installation of the

seal. The Contractor shall be responsible for providing means for equalization of pressure on the interior and exterior of the well casing to prevent casing collapse.

3.9 DEVELOPMENT

- A. The well shall be developed by airlifting and swabbing, water jetting, packer pumping, or other methods approved by the Engineer. After mechanical development, the well shall be developed by surging with the test pump. The Contractor shall provide a well development plan for approval by the Engineer prior to the start of development activities.
- B. If the Contractor selects pump surging as the sole means of development and the well does not produce clear water free from sand or the well does not produce the desired yield of 2,000 gallons per minute (gpm), then the Contractor will be required to perform mechanical development, packer pumping, or jetting in addition to surge development. If the well camera survey after construction indicates undeveloped screen sections due to the presence of drilling fluid, then the Contractor will be required to perform mechanical development, packer pumping, or jetting in addition to surge development. Additional development required as a result of inadequate pump surging beyond the allocated hours on the bid schedule will be at the Contractor's expense.
- C. The Contractor shall provide a written log documenting development methods, discharge rates, and duration of each development operation.
- D. For air-lifting, the Contractor shall have a compressor, tubing and eductor pipe to air-lift a minimum of 2,000 gpm average flow from 150 feet depth. Sufficient tubing or drill stem shall be available to reach the total depth of the well.
- E. A surge block shall have two swabs separated by 10 to 20 feet of perforated drill pipe. The drill pipe shall be fitted with an air eductor pipe to allow air lift pumping through the drill pipe. The swabs shall have an outside diameter not more than 1-inch smaller than the inside diameter of the screen section of the well.
- F. Surge block and air lift development of the well shall begin by gently surging and simultaneously air lifting in the casing immediately above the uppermost section of well screen. The surge block shall be raised and lowered several times every 15 minutes. Periodically, the Contractor shall measure and bail from the well all sand, silt, and clay that has accumulated at the bottom. Surging in the casing section shall continue until no additional appreciable quantity of sand, silt, or clay is brought into the well.
- G. Following surging and airlifting of the casing, the surge block shall be lowered into the uppermost screened section and surge development continued by gently surging and simultaneously air lifting from the top of the screened interval downward. The screen shall be surged and airlifted in 20-foot sections. The surge block shall be raised and lowered several times every 15 minutes. Each 20-foot interval of screened section shall be worked until successive surging produces little change in color and discharge is relatively clear as assessed by the Engineer.
- H. Following initial surge block development, hydraulic jetting shall be performed using polymer dispersant. The jetting assembly shall be capable of jetting 100 gpm at a minimum pressure of 300 psi, with the nozzle located no more than 1 inch from the inside of the well screen. Following jetting, the Contractor shall allow the dispersant to sit in the well for at least 24 hours before performing additional mechanical development with the surge block and air-lifting. The Contractor shall be prepared to do both as part of the mechanical development effort.

- I. The Contractor may be required to use a dispersant or other well development additive to achieve satisfactory development. All additives must be approved by the Engineer prior to use.
- J. Following mechanical development, the Contractor shall add filter pack as necessary to return the top of the filter pack to the design depth determined by the Engineer and then install the removable packer assembly.
- K. The well shall also be developed by alternative pumping and surging with the test pump. The well shall be developed by pumping and surging until it produces at maximum discharge, as determined by Engineer, and the specified sand production limitations are met. The well shall be pumped at a restricted initial pumping rate. As water clears, the pumping rate shall be gradually increased until maximum discharge rate is reached. At regular intervals, the pump shall be stopped and the water in the pump column shall be allowed to surge back through the pump intake.
- L. The well shall be considered thoroughly developed when specific capacity is no longer increasing and the well does not produce sand in excess of acceptable standards, i.e. the water contains less than 5 parts per million of sand after 15 minutes of pumping at the design capacity of the well.
- M. Upon completion of the development, all material shall be thoroughly cleaned from the inside of the casing and screen. Material shall be removed by bailing or by suction pumping. If removed by pumping, the Contractor shall have sufficient tubing or pipe to reach the total depth of the well.
- N. Facilities, equipment, and materials for disposing of the water produced during the development of the well shall be provided by the Contractor. The Contractor shall be responsible for preventing any drilling fluid, sediment, or other contaminants from leaving the designated Work site. It is anticipated that clear water can be disposed of in the immediate vicinity of the well site. Water shall not be discharged to streams, ponds, or lakes without proper regulatory authorization.

3.10 TEST PUMPING

- A. Following completion of development operations, the well shall be allowed to recover for 24 hours, or less if approved by the Owner, prior to starting the pumping tests. Anticipated methods of aquifer testing include: (1) a step-test lasting approximately 4 hours, which will consist of pumping the well at various rates from approximately 500 gpm to the maximum capability of the pump or well; and (2) a constant-rate pumping test lasting 24 hours. A recovery period of at least 4 hours is anticipated between the step-rate and constant-rate tests. Standby time will not be paid for the recovery periods between tests or at the conclusion of test pumping. The Engineer shall be present at the start of test pumping.
- B. The test pump shall be capable of delivering a minimum of 2,000 gpm from a pumping level of 150 feet. The pump shall be set at a minimum depth of 150 feet. The Contractor shall furnish and install all necessary equipment for testing, including a discharge valve or throttle to control flow rate, orifices or flow meter for accurately measuring the discharge from the well, and two PVC sounding tubes installed to the top of the pump. One of the sounding tubes shall be 1-inch nominal diameter for manual water level measurements and the other sounding tube shall be 1.25-inch nominal diameter for installation of a pressure transducer. The Contractor shall provide a threaded port for attachment of a Rossum Sand Tester by the Engineer. The Engineer shall be responsible for sand testing.
- C. The Contractor shall measure and record water level, pumping rate, and elapsed time as directed by the Engineer.

- D. The Contractor shall be responsible for providing power for the test pump. The Contractor shall provide a means for safe refueling during operations to prevent even brief shutdowns during the testing. Shutdowns before the end of the testing procedure in excess of ten (10) percent of the total time anticipated for this testing procedure may require the Contractor to allow the water level to recover to pre-pumping conditions and re-start the test, as determined by the Engineer.
- E. The Engineer shall collect water quality samples toward the end of the constant-rate pumping test. The Contractor shall provide a hose bib or other acceptable sampling port approved by the Engineer on the discharge piping for sample collection.

3.11 VIDEO LOG

- A. The Contractor shall perform a video survey to verify well construction and evaluate development efforts. The Contractor shall give the Engineer 48-hour advance notice prior to performing the video survey.
- B. The video survey shall be conducted following the completion of well discharge tests, after all sediment accumulated in the well from test pumping has been removed, after fresh water has been introduced from the surface to clarify the water column (as approved by the Engineer), and prior to final disinfection of the well.
- C. The camera shall be disinfected prior to being placed in the well. The proposed camera survey shall receive the Engineer's approval before being performed. The survey shall be performed in the presence of the Engineer.
- D. The video camera shall have color vertical down-hole and horizontal side-hole viewing capability with centralizers. Horizontal side-hole viewing shall be controllable to allow viewing at any angle within a 360-degree rotation. The equipment used to complete the video survey shall produce a video with an automatic on-screen depth indication to the nearest 0.1 feet.
- E. A dynamic vertical down-hole view video shall be run from the top of the well to the bottom of the well at a speed not exceeding 30 feet per minute.
- F. The video camera during the dynamic vertical down-hole view run shall be interrupted at the direction of the Engineer for periodic static horizontal side-hole viewing. The inspection shall be viewed on a monitor and subsequently recorded on DVD or thumb drive with one copy of the video delivered to the Engineer and Owner.
- G. Should the survey fail to produce a clear picture of the internal casing conditions, additional clear, potable water shall be introduced and additional surveys conducted until a clear video is obtained to the satisfaction of the Engineer. All such remedial work shall be conducted at the Contractor's expense.
- H. The Engineer reserves the right to inspect the video survey for defects in the well casing. Any defects noted will be either cause for rejection by the Owner or correction by the Contractor. If defects in the casing are found and the cause is due to installation by the Contractor, the Contractor shall bear the cost for the necessary repairs and the cost of resurveying the hole.
- I. The Engineer reserves the right to inspect the video survey for well screens plugged by drilling fluid. If the video survey indicates undeveloped screen sections, then the Contractor will be required to perform additional development including mechanical development, packer pumping, or jetting. If pump surging was the only means of development, then additional development required beyond the allocated hours on the bid schedule will be at the Contractor's expense.

3.12 DISINFECTION

- A. Upon completion of all well construction activities and prior to installing the test pump, the well shall be disinfected. The Contractor shall disinfect the well using calcium hypochlorite or sodium hypochlorite.
1. The quantity of calcium hypochlorite or sodium hypochlorite shall be calculated per Idaho Well Construction Standards (IDAPA 37.03.09.025.23) to achieve 50 ppm chlorine concentration throughout the water column.
 2. If chlorine granules or tablets are used, they must be dissolved and placed into the well as a solution.
 3. The Contractor shall distribute the disinfecting compound throughout the well to achieve a uniform concentration for “in place” disinfection of the well. This can be accomplished by working the chlorine solution throughout the water column and into the gravel pack by turning the pump on and off while recirculating a portion of the pump discharge.
 4. All interior surfaces of the well above the static water level shall be wetted with calcium hypochlorite or sodium hypochlorite solution.
- B. Near the end of the constant-rate discharge test, duplicate samples shall be collected by the Engineer and the samples shall be tested for the presence of coliform bacteria. If any sample shows the presence of coliform bacteria, the Contractor shall collect duplicate samples (without charging rig or standby time while waiting on sampling results). If the second sampling event shows the presence of coliform bacteria, the Contractor shall re-disinfect the well until duplicate samples show the absence of coliform bacteria.
- C. Following removal of the test pump and completion of the video log, the well shall be disinfected again by adding sufficient sodium or calcium hypochlorite solution to achieve 50 ppm chlorine concentration in the well.

3.13 WELL HEAD COMPLETION

- A. The completed well shall have 24-inch surface casing to 3 feet above ground surface and 15.1-inch ID PVC well casing to 2 feet above ground surface. The Contractor shall install a temporary cap on the completed well (welded steel plate with access port).
- B. The well tag shall be permanently attached to the well casing such that the tag can be easily read. The well tag shall be attached per IDAPA 37.03.09 requirements.

3.14 PROTECTION OF WATER QUALITY

- A. All water used for drilling and development operations shall be of potable quality.
- B. The Contractor shall take all necessary precautions to prevent contamination of the water in the well by the introduction of any foreign substance, including contaminated water, gasoline, oil, etc., and shall conform to all laws or regulations applicable to the protection of water quality.
- C. All downhole materials (casing, pipe, pumps, drilling tools, etc.) shall be disinfected with 500 ppm chlorine solution.

- D. Chlorinated water shall be disposed of in accordance with federal, state, and local requirements. Where applicable, the Contractor shall obtain appropriate permits from regulatory agencies before discharging chlorinated water to the environment. Appropriate contacts and disposal methods vary depending upon the location where the chlorinated water will be disposed, as summarized below:
1. For discharge to surface waters of the United States, including indirectly through storm sewers, ditches, or canals, the Contractor shall contact the Environmental Protection Agency (EPA) Region 10 Permitting Section to determine if a NPDES permit is required. The EPA may refer the applicant back to the Idaho Department of Environmental Quality (IDEQ) Surface Water Group for consultation regarding the discharge. Typically, any discharge to surface waters must at a minimum comply with the following requirements of the State of Idaho Water Quality Standards (IDAPA 58.01.02):
 - a. The maximum instantaneous or 1-hour average concentration of the total chlorine residual of the discharge must not exceed 19 µg/L more than once every three years. This is the acute criteria for chlorine.
 - b. The 4-day average concentration of the total chlorine residual of the discharge must not exceed 11 µg/L more than once every three years. This is the chronic criteria for chlorine.
 - c. Dechlorination of chloramines can create ammonia. The 1-hour average concentration of total ammonia (mg/L N) must not exceed the acute criteria value more than once every three years. The acute criteria value is dependent upon temperature and pH and is calculated using the applicable equation in §250.02.d.i of the State of Idaho Water Quality Standards. The 30-day average concentration of total ammonia (mg/L N) must not exceed the chronic criteria value more than once every three years. The chronic criteria value is dependent upon temperature and pH and is calculated using the applicable equation in §250.02.d.ii of the State of Idaho Water Quality Standards.
 - d. IDEQ may consider the effects of the mixing zone where the discharge enters the receiving body when evaluating allowable concentrations of total residual chlorine.
 2. For discharge to sanitary sewer, the Contractor shall consult with the local sewer department and request approval to discharge into the sewer. The Contractor must verify with the sewer department that there is adequate capacity in the sewer mains to accommodate the discharge and that the wastewater treatment plant can accept the discharge.
 3. For land application of the chlorinated water, the Contractor must receive approval from the land owner to discharge the water. The Contractor shall also contact the IDEQ Regional Office Engineering Group to confirm any permitting requirements.
 4. If required by federal, state, or local agencies, the Contractor shall dechlorinate chlorinated water before disposal using a chlorine-neutralizing agent. The Contractor shall refer to AWWA C651 Appendix C as a guide for the amount of neutralizing agent required. The Contractor shall consult with the appropriate jurisdictional body on maximum allowable concentrations of de-chlorination chemicals prior to discharge.

3.15 WELL ABANDONMENT

- A. In the event that the Contractor fails to complete the well per the specifications, or should the well be abandoned because of loss of tools or equipment downhole, or for any other cause related to deficiencies in their equipment or performance, the Contractor shall plug and abandon the well in accordance with Idaho State regulations at the Contractor's expense after removing as much casing as can be salvaged. All salvaged materials furnished by the Contractor shall remain their property. All payments associated with construction of the abandoned well shall be credited to construction of a replacement well.

3.16 FINAL CLEANUP

- A. After completion of all Work associated with this contract, the Contractor shall clean up the Work site and any property used by his operations to the satisfaction of the Owner. The Contractor shall remove and dispose of all excess materials resulting from his work, and shall repair, replace, or restore all property of any type or nature which has been moved, damaged, or altered in any way by his operations, to the satisfaction of the Owner. The Contractor shall return all landscape, roadway, and adjoining surfaces to their original condition and appearance as soon as reasonably feasible.

PART 4 -- MEASUREMENT AND PAYMENT

4.1 SCOPE

- A. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work without a change in the unit price, and shall include the right to delete any Bid item in its entirety. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items.
- B. The Owner may terminate Work on the project at any point if, in the Owner's judgment, the Owner's best interests are not served by continuation. Conditions which may lead to project termination include, but are not limited to, indications of low groundwater development potential as determined during drilling. In such an event, the Contractor shall be paid for the value of Work completed at that time on the basis of the unit price and lump sum items listed on the Bid Schedule. In addition, if well construction is terminated by decision of the Owner, the Contractor may be required to properly abandon the borehole. Abandonment procedures in excess of those explicitly required in these specifications must comply with current Idaho State regulations. Materials used in abandonment shall be paid at invoice cost plus 10 percent to cover handling. Payment for rig time shall be at the bid unit price.
- C. No payment shall be made for tests of borehole and well casing plumbness and alignment; it shall be the responsibility of the Contractor to ensure that the hole remains within plumbness and alignment specifications.
- D. No payment shall be made for drilling fluid materials used during normal drilling operations. All such costs shall be considered to be included in the unit prices listed on the Bid Schedule.
- E. No payment shall be made for time or expenses incurred in the recovery or replacement of tools or equipment lost during the drilling phase or any other phase of the Work.

- F. No payment shall be made for time, materials, or labor costs incurred during remedial measures or operations in the event the well is of unacceptable plumbness or alignment.
- G. No payment shall be made for time, materials, or labor costs incurred in abandoning the well in the event the well is of unacceptable plumbness or alignment following remedial measures, or if lost tools or equipment cannot be recovered from the borehole. The costs incurred for construction of the abandoned well shall be applied to construction of a replacement well.

4.2 MOBILIZATION/DEMOBILIZATION (ITEM 1; LUMP SUM ITEM)

- A. Measurement for payment for mobilization/demobilization to and from the work site will be based upon completion of the Work as a lump sum unit. The lump sum price listed on the Bid Schedule shall be full compensation for the moving in of rigs, pumps, equipment, power, labor, fuel, tools, and incidentals necessary to do the Work, and moving out of all such equipment, materials, tools, and incidentals, and well disinfection and final site cleanup upon completion of the Work. The lump sum price listed on the Bid Schedule shall also include preparing and implementing the erosion and sediment control plan. For purposes of partial payment, the mobilization portion of this bid item shall be considered as 60% of the total lump sum.

4.3 DRILL FOR, FURNISH, INSTALL, AND SEAL 24-INCH DIAMETER SURFACE CASING (ITEM 2; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement for payment to drill for, furnish, install, and seal the surface casing will be based upon the number of feet of surface casing installed in accordance with these Contract Documents. The unit price listed on the Bid Schedule shall be full compensation for the moving in of rigs, pumps, equipment, power, labor, fuel, tools, and incidentals necessary to do the Work, and moving out of all such equipment, materials, tools, and incidentals.

4.4 DRILL 8-INCH PILOT BOREHOLE (ITEM 3; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement and payment for drilling the 8-inch nominal diameter pilot borehole will be based upon the number of vertical linear footage actually drilled in accordance with these Contract Documents. Payment for drilling the pilot borehole shall constitute full compensation for miscellaneous materials, transportation, labor, fuel, bits, drilling fluids, equipment, and incidentals necessary to drill the borehole.

4.5 GEOPHYSICAL LOGGING (ITEM 4; LUMP SUM ITEM)

- A. Measurement for payment for geophysical logging will be based upon completion of the entire work as a lump sum unit, in accordance with these contract documents. Payment for geophysical logging shall constitute full compensation for labor, equipment, and incidentals necessary to perform the logging.
- B. No rig or standby time will be paid to the Contractor during the time that the Contractor's logging service is being brought to the site, or during the time that the logs are being run.
- C. No rig or standby time will be paid to the Contractor following completion of logging during which an exact determination of the final well design will be made by the Engineer.

4.6 REAM PILOT BOREHOLE TO 23-INCH NOMINAL DIAMETER (ITEM 5; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement and payment for reaming the pilot borehole to 23-inch nominal diameter will be based upon the number of vertical linear footage actually reamed in accordance with these

Contract Documents. Payment for reaming the borehole shall constitute full compensation for miscellaneous materials, transportation, labor, fuel, bits, drilling fluids, equipment, and incidentals necessary to ream the borehole.

4.7 FURNISH AND INSTALL PVC CASING (ITEM 6; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement for payment for the PVC casing will be based upon the number of linear feet of such pipe actually installed in the borehole in accordance with these Contract Documents. Payment for the PVC casing shall constitute full compensation for materials, transportation, labor, fuel, equipment, centralizers, welding materials, and incidentals necessary to furnish and install the well casing.

4.8 FURNISH AND INSTALL ANNULAR SEAL (ITEM 7; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement and payment for furnishing and installing the well seal between the PVC casing and 23-inch borehole will be based upon vertical linear feet of well seal installed in the borehole. Payment for the well seal shall constitute full compensation for cement, materials, transportation, labor, equipment, and incidentals necessary to furnish and install the seal.

4.9 REAM PILOT BOREHOLE TO 15-INCH NOMINAL DIAMETER (ITEM 8; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement and payment for reaming the pilot borehole to 15-inch nominal diameter below the PVC casing will be based upon the number of vertical linear footage actually reamed in accordance with these Contract Documents. Payment for reaming the borehole shall constitute full compensation for miscellaneous materials, transportation, labor, fuel, bits, drilling fluids, equipment, and incidentals necessary to ream the borehole.

4.10 FURNISH AND INSTALL 9-INCH STAINLESS STEEL WIRE-WRAP WELL SCREEN (ITEM 9; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement and payment for furnishing and installing the 9-inch well screen will be based upon the number of linear feet of such well screen actually installed in the borehole in accordance with these Contract Documents. Payment for the well screen shall constitute full compensation for screen, materials, transportation, labor, equipment, and incidentals necessary to furnish and install the well screen.

4.11 FURNISH AND INSTALL 9-INCH STAINLESS STEEL "TIGHT-WRAP" BLANK AND HEAD PIPE (ITEM 10; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement for payment for the nominal 9-inch "tight-wrap" stainless steel head pipe and blank pipe between screen intervals will be based upon the number of linear feet of such pipe actually installed in the borehole in accordance with these Contract Documents. Payment for the pipe shall constitute full compensation for materials, transportation, labor, fuel, equipment, centralizers, welding materials, and incidentals necessary to furnish and install the pipe.

4.12 FURNISH AND INSTALL SAND FILTER PACK (ITEM 11; PRICES BASED ON LINEAR MEASUREMENT)

- A. Measurement and payment for furnishing and installing the sand filter pack will be based on the number of vertical feet of filter pack actually installed in the well in accordance with these Contract

Documents. Payment for filter pack shall constitute full compensations for materials, tremie pipe, transportation, labor, equipment, and incidentals necessary to furnish and install the filter pack.

4.13 FURNISH AND INSTALL PACKER ASSEMBLY (ITEM 12; PRICES BASED ON LUMP SUM)

- A. Measurement and payment for furnishing and installing the packer assembly will be based upon a lump sum price. Payment for the packer shall constitute full compensation for transportation, labor, equipment, and incidentals necessary to furnish and install the packer.

4.14 TEST PUMP INSTALLATION (ITEM 13; PRICES BASED ON LUMP SUM)

- A. Measurement and payment for furnishing and installing the test pump will be based upon a lump sum price, all in accordance with the requirements of these Contract Documents. Payment for furnishing, installing, and removing the test pump will be at the price listed in the Bid Schedule. Payment shall constitute full compensation for all work, including installation and removal of pump, motor, generator, cable, controls, valves, orifices, temporary piping, and associated appurtenances.

4.15 MECHANICAL AND PUMP DEVELOPMENT (ITEM 14; PRICES BASED UPON TIME, HOURS)

- A. Measurement for payment for well development will be based on the actual number of hours of development operations. Payment will be made at the unit price listed in the Bid Schedule. Payment for development shall constitute full compensation for miscellaneous materials, transportation, labor, fuel, chemicals, equipment, and incidentals necessary to develop the well.
- B. No payment shall be made for equipment acquisition, set-up, or installation, or for recovery periods required by the Owner to ensure thorough well development.
- C. Additional development required as a result of inadequate pump surging beyond the allocated hours on the bid schedule will be at the Contractor's expense.

4.16 TEST PUMPING (ITEM 15; PRICES BASED UPON TIME, HOURS)

- A. Measurement for payment for test pumping will be based on the actual number of hours of test pumping that occur. Payment will be made at the unit price listed in the Bid Schedule, and shall constitute full compensation for all labor, fuel, equipment, and materials associated with operating the test pumping equipment.
- B. No payment shall be made for standby time during the recovery periods between tests or for time spent transporting or maintaining equipment. All such costs for time and maintenance materials shall be included in the unit price listed in the Bid Schedule.
- C. No payment shall be made for time, equipment, or materials used in a test aborted due to power failure or malfunction of pumping equipment.

4.17 VIDEO LOG (ITEM 16; PRICES BASED UPON LUMP SUM)

- A. Measurement for payment for the video log will be based on a lump sum price. Payment for the video log shall constitute full compensation for transportation, labor, equipment, and incidentals necessary to complete the log.

4.18 RIG TIME (ITEM 17; PRICES BASED UPON TIME, HOURS)

- A. Measurement and payment for rig time will be based on the unit price listed on the Bid Schedule. Payment for rig time for additional work specifically directed by the Owner not otherwise covered

in these Contract Documents will be based on the actual number of hours of work done. Additional materials, which may be required by the Engineer, shall be paid at the Contractor's invoice cost plus 10 percent for handling.

- END OF MUNICIPAL SUPPLY WELL -

APPENDIX B

DRAWINGS



Path: S:\PROJECTS\A thru D Projects\C Projects\City of Kuna_8190030_Well Construction Support\FY2020\PROJECT\GIS\ArctMap_Projects\Well 12 Spec Map.mxd

 **SPF WATER**
ENGINEERING

300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

Kuna Municipal Production Well 12

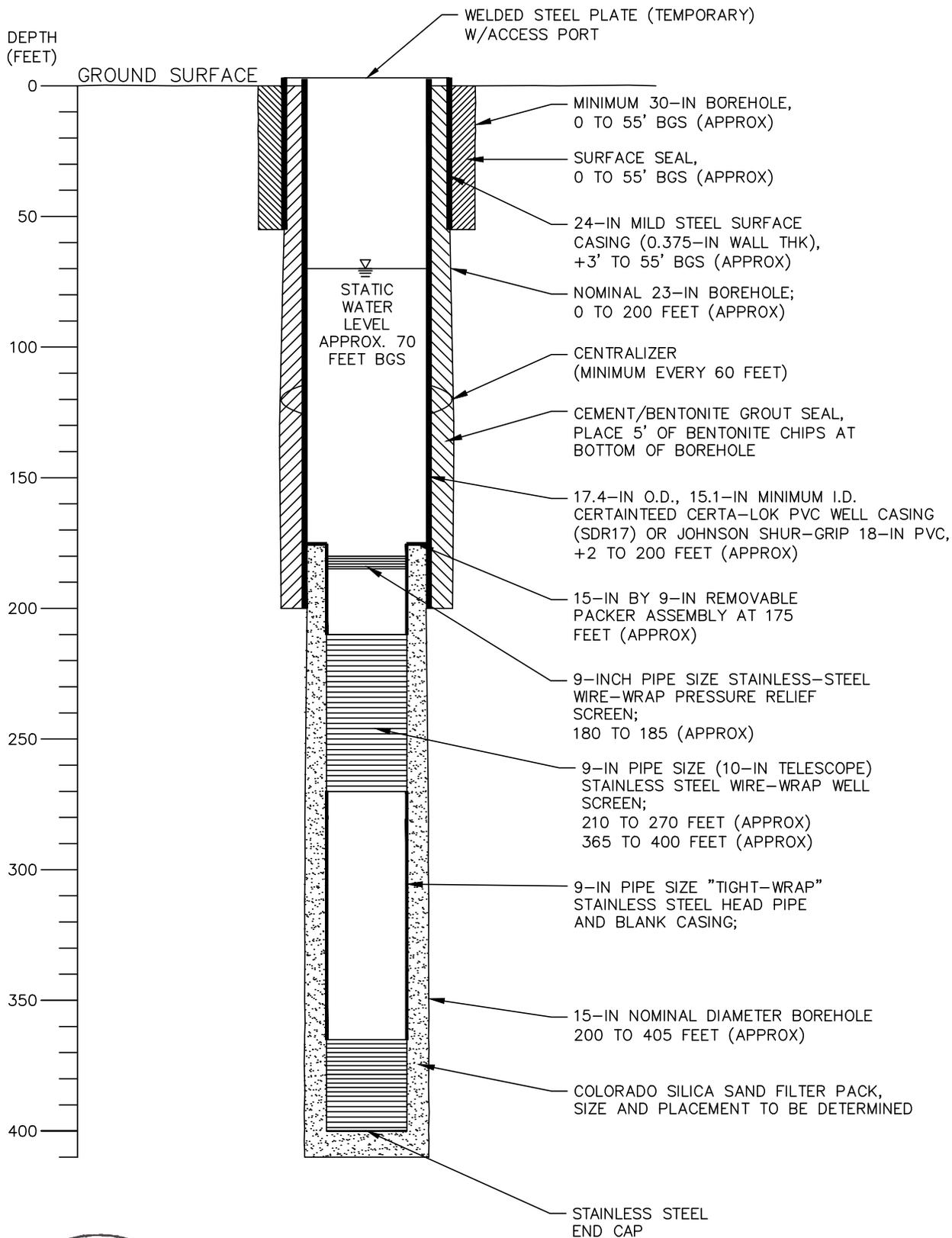
Figure 1. Location Map

DATE: 3/19/2021	
CREATOR: JThompson	
PROJECT: 819.0030	

Absolute Scale: 1:6,627
0 250 500 Feet



COORDINATE REFERENCE SYSTEM: NAD83 UTM zone 11N



04/2021

Kuna Municipal Production Well 12
SCALE: NTS
DRAWN BY: STA



SPF WATER
ENGINEERING

300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

KUNA MUNICIPAL PRODUCTION WELL 12
CONCEPTUAL DESIGN

PROJECT # 819-0030 Page 72 of 78

APPENDIX C

TEST WELL 12 WELL DRILLER'S REPORT

RECEIVED

FEB 01 2021

WATER RESOURCES WESTERN REGION

Form 238-7 6/07

63

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D D0087856

Drilling Permit No. 896704 Water right or injection well #

2. OWNER: City of Kuna

Name Address 751 W. 4th Street City Kuna State ID Zip 83634

3. WELL LOCATION:

Twp. 2 North or South Rge. 1 East or West Sec. 14 NW NE

Gov't Lot County Ada Lat. 43 31.0405 Long. 116 25.27536

Address of Well Site 2000 ft west of Hubbard Rd. and Linder intersection City Kuna

Lot. Blk. Sub. Name

4. USE: Domestic Municipal Monitor Irrigation Thermal Injection Other

5. TYPE OF WORK: New well Replacement well Modify existing well Abandonment Other

6. DRILL METHOD: Air Rotary Mud Rotary Cable Other

7. SEALING PROCEDURES: Table with columns for Seal material, From (ft), To (ft), Quantity (lbs or ft^2), Placement method/procedure

8. CASING/LINER: Table with columns for Diameter (nominal), From (ft), To (ft), Gauge/Schedule, Material, Casing Liner, Threaded, Welded

Was drive shoe used? Y N Shoe Depth(s)

9. PERFORATIONS/SCREENS: Perforations Y N Method

Manufactured screen Y N Type PVC Method of installation set in

Table with columns for From (ft), To (ft), Slot size, Number/ft, Diameter (nominal), Material, Gauge or Schedule

Length of Headpipe Length of Tailpipe Packer Y N Type

10. FILTER PACK:

Table with columns for Filter Material, From (ft), To (ft), Quantity (lbs or ft^3), Placement method

11. FLOWING ARTESIAN: Flowing Artesian? Y N Artesian Pressure (PSIG)

Describe control device

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) Static water level (ft) Water temp. (°F) Bottom hole temp. (°F)

Describe access port see attached

Well test: Table with columns for Drawdown (feet), Discharge or yield (gpm), Test duration (minutes), Test method: Pump, Bailer, Air, Flowing artesian

Water quality test or comments:

13. LITHOLOGIC LOG and/or repairs or abandonment:

Lithologic log table with columns for Bore Dia. (in), From (ft), To (ft), Remarks, lithology or description of repairs or abandonment, water, Y, N

Completed Depth (Measurable): 400

Date Started: 11-24-2020 Date Completed: 12-11-2020

14. DRILLER'S CERTIFICATION: I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Treasure Valley Drilling Co. No. 560

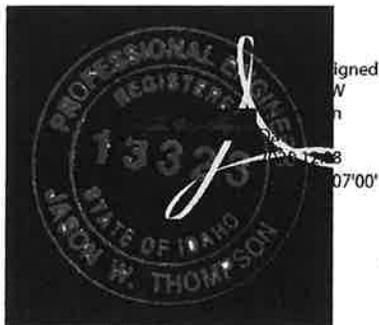
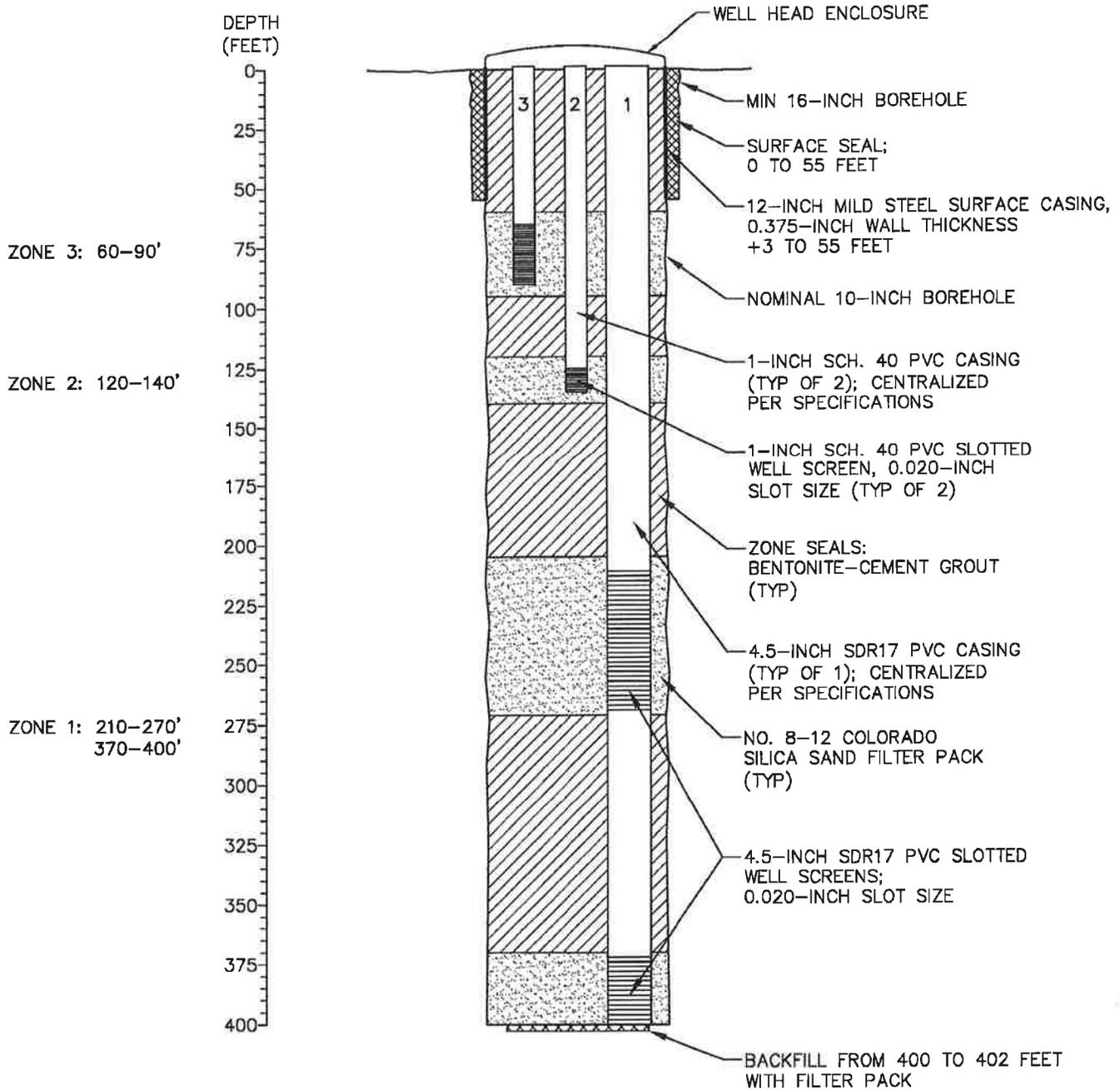
*Principal Driller Date 1-28-2021

*Driller Date 1-28-2021

*Operator II Date

Operator I Date

* Signature of Principal Driller and rig operator are required.



 SPF WATER ENGINEERING	
300 East Mallard Drive, Suite 350 Boise, Idaho 83706 Tel (208) 383-4140 Fax (208) 383-4156	
CITY OF KUNA TEST WELL 12 FINAL DESIGN	
SCALE: NTS DRAWN BY: STA	FIGURE 2 PROJECT # 819.0030

- Monitored drawdown in each of the monitoring wells at 1:00 PM.
 - Water Level Measurements:
 - 4.5-inch well: 73.14 feet below top of casing (TOC)
 - Middle 1-inch piezometer (depth of 140 ft): 65.82 feet below TOC
 - Shallow 1-inch piezometer (depth of 90 feet): 59.71 feet below TOC
 - Total Drawdown:
 - 4.5-inch well: 2.73 feet
 - Middle: 0.37 feet
 - Shallow: 6.59 feet
- Collected field water quality parameters:
 - Field pH: 7.4
 - Electrical Conductivity: 358 uS
 - Temperature: 14.5°C (58.1° F)
- Collected water quality samples at 1:05 PM.
- Pump was shutdown at 1:10 PM and water levels were monitored to check recovery.
 - Final totalizer reading: 820,970 gallons (271,720 gallons since start, average 94.3 gpm)
 - 30 minutes after pump shutdown, water levels had recovered to:
 - 4.5-inch well: 72.09 feet btoc
 - Middle 1-inch piezometer (depth of 140 ft): 65.70 feet btoc
 - Shallow 1-inch piezometer (depth of 90 ft): 59.67 feet btoc

(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2021-07
ENDURANCE HOLDINGS LLC
MUNICIPAL REZONE**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NOS. S1314223425 AND R3785270045 OWNED BY ENDURANCE HOLDINGS LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council Finds:

- 1.1** WHEREAS, City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2** WHEREAS, ENDURANCE HOLDINGS LLC (the “Owner”) is the current owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel Nos. **S1314223425 AND R3785270045** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A – AGRICULTURE ZONING DISTRICT TO R-4 – MEDIUM DENSITY RESIDENTIAL** (the “Rezone”); and
- 1.3** WHEREAS, the original owner of the Subject Real Property, which was one parcel of 34.48 acres more or less, Idaho Livestock Company, LLC together with Ted Mason of Signature Homes filed an application for the rezone of the Subject Real Property from an Agricultural Zone to a R-4 Residential Zone which was processed as Case No. 07-09-ZC (Rezone), a Preliminary Plat which was processed as Case No. 07-13-S and a Development Agreement which was processed as Case No. 07-11-DA; (the “ Subject Permit Applications”) and
- 1.4** WHEREAS, Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing regarding the Subject Permit Applications on August 14, 2007 as required by Section 67-6525, Idaho Code, made findings of fact, conclusions

of law and recommendations to the City Council (approved by the Commission on August 28, 2007) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Agriculture (A) to Medium Density Residential (R-4) be approved together with the approval of the preliminary plat, subject to conditions, and a development agreement; and

- 1.5 **WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing regarding the Subject Permit Applications on September 18, 2007, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made Findings of Fact, Conclusions of Law and Decision approving the Subject Permit Applications (October 2, 2007) (the “Council Decision”) and determined that the requested rezone should be granted with a zoning classification R-4 (Medium Density Residential); and
- 1.6 **WHEREAS**, the approved Development Agreement was recorded in the Ada County Recorder’s office on November 5, 2007 as instrument no. 107150317; and
- 1.7 **WHEREAS**, due to the economic circumstances that followed the Council Decision, there was delay in completing the conditions of the approved Preliminary Plat and the Development Agreement; and
- 1.8 **WHEREAS**, On September 23, 2019 the City of Kuna Planning and Zoning Director, pursuant to the Director’s authority under Kuna City Code § 6-2-3 J.9, upon the application of the Conger Management Group, Inc. as agent for the Owner, issued an Order of Decision Reinstatement of Preliminary Plat Case No. 07-13-S; and
- 1.9 **WHEREAS**, the Owner complied with the conditions of the approved Preliminary Plat as reinstated and resultantly the City Council approved the Final Plat of the Subject Real Property as Malaspina Ranch Subdivision No. 1, which is recorded in Book 119 pf Plats at Page 18420-18423, records of Ada County, Idaho; and
- 1.10 **WHEREAS**, the Council Decision still stands and has not been modified or repealed; and
- 1.11 **WHEREAS**, the provisions of Kuna City Code § 5-2-2, which is currently designated as Medium Density Residential District (R-4), are still residential with the same density as it was at the time the City Council issued the Council Decision; and
- 1.12 **WHEREAS**, the Owner is complying with the Development Agreement and has requested that the City Council approve this Ordinance rezoning the Subject Real Property as was authorized by the Council Decision; and
- 1.13 **WHEREAS**, based upon the above stated findings there is good cause and it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

2.1 The Subject Real Property is rezoned from **A – AGRICULTURE TO R-4 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**;

2.2 The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

3.1 The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone Ordinance; and

3.2 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 04 day of May, 2021.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

ENDURANCE HOLDINGS, LLC REZONE TO R-4

Legal Description

Malaspina Ranch Subdivision No. 2

A parcel being a portion of Lot 2, Block 1 of Hubbard Estates Subdivision as shown in Book 70 of Plats on Page 7150, records of Ada County, Idaho, and a portion of the NW ¼ of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of said NW ¼, from which a Brass Cap monument marking the northwest corner of said NW ¼ bears N 0°23'24" E a distance of 2663.77 feet;

Thence N 0°23'24" E along the westerly boundary of said NW ¼ a distance of 1256.84 feet to a 5/8 inch diameter rebar marking the southwesterly corner of Malaspina Ranch Subdivision No. 1 as shown in Book 119 of Plats on Pages 18420 through 18423, records of Ada County, Idaho;

Thence along the southerly boundary of said Malaspina Ranch Subdivision No. 1, also being the northerly boundary of Galiano Estates Subdivision, as shown in Book 99 of Plats on Pages 12780 through 12783, S 89°33'49" E a distance of 964.79 feet to a 5/8 inch diameter rebar marking the southeasterly corner of said Malaspina Ranch Subdivision No. 1 and the **POINT OF BEGINNING**;

Thence along the easterly boundary of said Malaspina Ranch Subdivision No. 1 the following courses and distances:

Thence N 0°23'24" E a distance of 168.96 feet to a 5/8 inch diameter rebar;

Thence N 89°27'25" W a distance of 20.38 feet to a 5/8 inch diameter rebar;

Thence N 0°23'24" E a distance of 146.00 feet to a 5/8 inch diameter rebar;

Thence S 89°27'25" E a distance of 125.00 feet to a 5/8 inch diameter rebar;

Thence S 0°23'24" W a distance of 30.07 feet to a 5/8 inch diameter rebar;

Thence S 89°36'36" E a distance of 50.00 feet to a 5/8 inch diameter rebar;

Thence N 0°23'24" E a distance of 45.26 feet to a 5/8 inch diameter rebar;

Thence S 89°36'36" E a distance of 125.00 feet to a 5/8 inch diameter rebar;

Thence N 0°23'24" E a distance of 300.34 feet to a 5/8 inch diameter rebar;

Thence N 89°27'25" W a distance of 30.17 feet to a 5/8 inch diameter rebar;

Thence N 0°32'35" E a distance of 190.00 feet to a 5/8 inch diameter rebar on the northerly boundary of said Lot 2, Block 1 of Hubbard Estates Subdivision;

Thence leaving said easterly subdivision boundary and along the northerly and easterly boundary of said Lot 2 the following courses and distance:

Thence S 89°27'25" E (formerly S 89°50'32" E) a distance of 294.57 feet to a 5/8 inch diameter rebar;

Thence S 47°06'12" E (formerly S 47°29'19" E) a distance of 113.60 feet to a 5/8 inch diameter rebar;

Thence S 46°30'25" E (formerly S 46°53'32" E) a distance of 207.59 feet to a 5/8 inch diameter rebar marking a point of curvature;

Thence a distance of 77.96 feet along the arc of a 90.00 foot radius curve right, said curve having a central angle of 49°37'45" and a long chord bearing S 21°41'32" E (formerly S 22°04'40" E) a distance of 75.54 feet to a 5/8 inch diameter rebar marking a point of tangency;

Thence S 3°07'20" W (formerly S 2°44'13" W) a distance of 175.96 feet to a 5/8 inch diameter rebar;

Thence S 2°17'21" W (formerly S 1°54'14" W) a distance of 186.38 feet to a 5/8 inch diameter rebar;

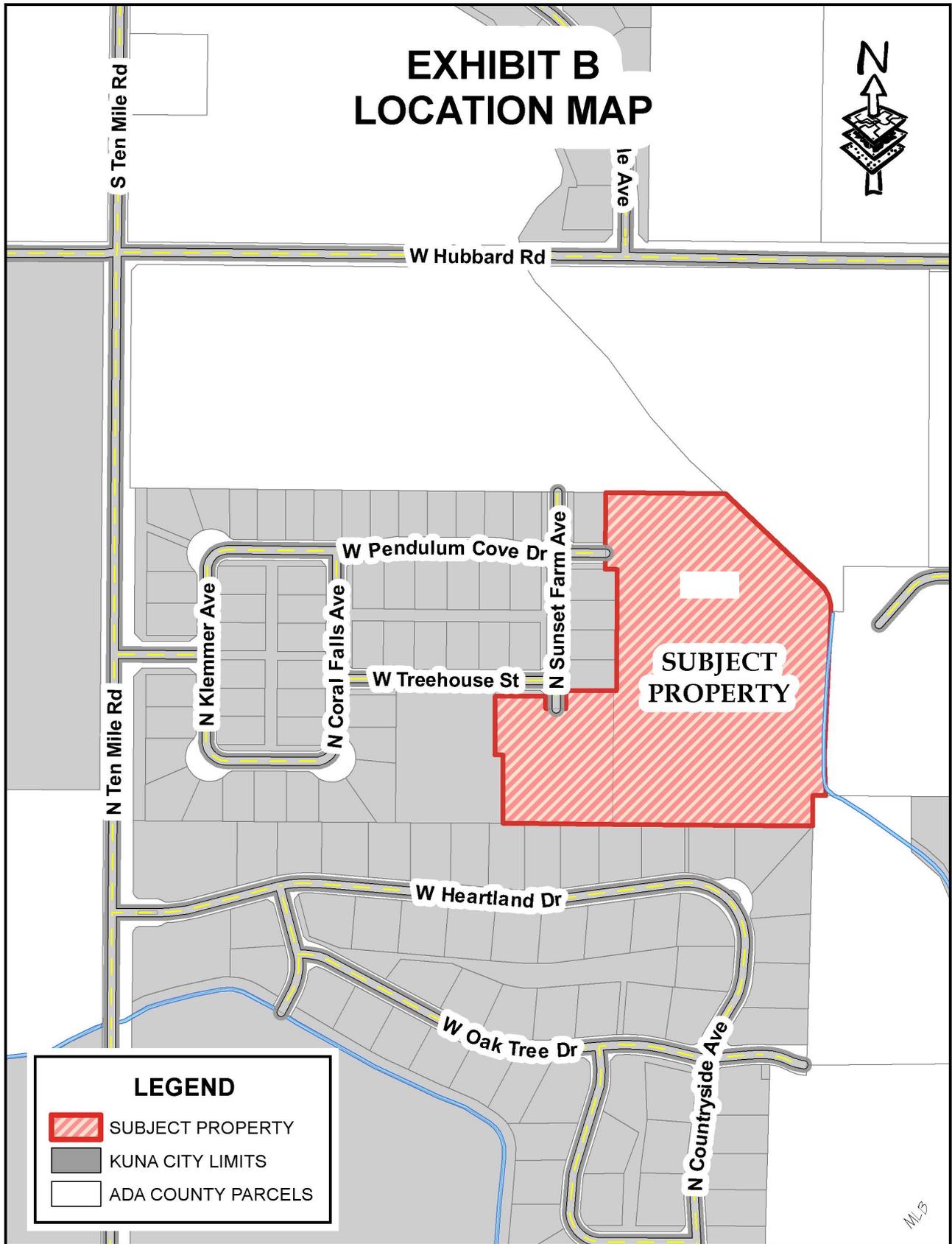
Thence S 2°08'41" E (formerly S 2°31'48" E) a distance of 94.61 feet to a 5/8 inch diameter rebar marking the southeasterly corner of said Lot 2;

Thence along the southerly boundary of said Lot 2 N 89°33'49" W (formerly N 89°56'56" W) a distance of 29.59 feet to a 5/8 inch diameter rebar;

Thence S 1°50'40" W a distance of 75.02 feet to a 5/8 inch diameter rebar marking the northeasterly corner of said Galiano Estates Subdivision;

Thence along said northerly boundary N 89°33'49" W (formerly N 89°57'09" W) a distance of 766.35 feet to the **POINT OF BEGINNING**.

This parcel contains 11.27 acres, more or less.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2021-08
CCI GROUP LLC, FRED & SHARON WHEELER
MUNICIPAL REZONE**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1326141870 OWNED BY CCI GROUP LLC AND PARCEL NO. S1326142025 OWNED BY FRED & SHARON WHEELER, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council Finds:

- 1.1** WHEREAS, City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2** WHEREAS, CCI GROUP LLC (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel No. **S1326141870** and which is more particularly described in “Exhibit A-1” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**; and
- 1.3** WHEREAS, FRED AND SHARON WHEELER (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel No. **S1326142025** and which is more particularly described in “Exhibit A-2” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**; and
- 1.4** WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on August 11, 2020 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on August 25, 2020) where it was recommended to the Mayor and Council that the rezoning for the lands

described in Exhibit A from Agriculture (A) to Medium Density Residential (R-6) be approved; and

- 1.5 WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on December 1, 2020 and January 19, 2021 on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (February 2, 2021) and determined that the requested rezone should be granted with a zoning classification R-6 (Medium Density Residential); and
- 1.6 WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

- 2.1** The Subject Real Property is rezoned from **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**;
- 2.2** The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

- 3.1** The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and
- 3.2** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 04 day of May, 2021.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A-1

CCI GROUP LLC MUNICIPAL REZONE TO R-6

LEGAL DESCRIPTION

A parcel of land being a portion of the Southeast quarter Northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County Idaho, more particularly described as follows:

Commencing at the Northeast corner of the Northeast quarter Northeast quarter of said Section 26, (Section corner common to Sections 23, 24, 25 and 26), said corner monumented with a found 5/8 inch diameter iron pin;
 Thence South. 00°03'26" East, a distance of 1325.23 feet, (formerly South 00°03'29" East, a distance of 1325.26 feet), along the Easterly boundary of said Northeast quarter Northeast quarter to the Northeast corner of said Southeast quarter Northeast quarter, (North 1/16 corner common to sections 25 and 26), said corner witnessed South 89°57'14" West, a distance of 25.00 feet with a found ½ inch diameter iron pin;
 Thence South 00°03'06" East, a distance of 359.66 feet along the Easterly boundary of said Southeast quarter Northeast quarter to the POINT OF BEGINNING, said point witnessed South 89°57'18" West, a distance of 25.00 feet with a set ½ inch diameter iron pin;
 Thence continuing along the Easterly boundary of said Southeast quarter Northeast quarter, South 00°03'06" East, a distance of 135.00 feet to the Northeast corner of that certain Quit Claim Deed recorded as Instrument No. 105179069 in the Office of the Recorder of Ada County, Idaho, said corner witnessed North 89°57'14" West, a distance of 24.89 feet with a found 5/8 inch diameter iron pin marked "ISG PLS 7015";
 Thence South 89°57'14" West, a distance of 1318.70 feet along the Southerly boundary of said Quit Claim Deed to a point on the Westerly boundary of said Southeast quarter Northeast quarter, said point monumented with a set ½ inch diameter iron pin;
 Thence North 00°02'43" East, a distance of 494.66 feet, (formerly North 00°03'28" East, a distance of 494.64 feet), along said Westerly boundary to a found 5/8 inch diameter iron pin marked "PELS 3242" marking the Northwest corner of said Southeast quarter Northeast quarter, (Northeast 1/16 corner), said corner also being the Southwest boundary corner of that certain Warranty Deed recorded as Instrument No. 103109921 in the Office of the Recorder of Ada County, Idaho;
 Thence North 89°57'14" East, a distance of 988.15 feet, (formerly North 89°57'18" East, a distance of 987.91 feet), along the Southerly boundary of said Southeast quarter Northeast quarter and along the Southerly boundary of said Warranty Deed to the Northwest corner of that certain Special Warranty Deed recorded as Instrument No. 9269715 in the Office of the Recorder of Ada County, Idaho, said corner monumented with a found ½ inch diameter iron pin marked "PELS 3242";
 Thence South 00°00'16" West, a distance of 127.89 feet, (formerly South 00°03'06" East, a distance of 127.87 feet), along with the Westerly boundary of said Special Warranty Deed to a found ½ inch diameter iron pin marked "PELS 3242" marking the Southwest corner of said Special Warranty Deed;
 Thence South 00°03'06" East, a distance of 231.77 feet parallel with the Easterly boundary of said Southeast quarter Northeast quarter to a set ½ inch diameter iron pin;
 Thence North 89°57'14" East, a distance of 329.84 feet to the POINT OF BEGINNING.

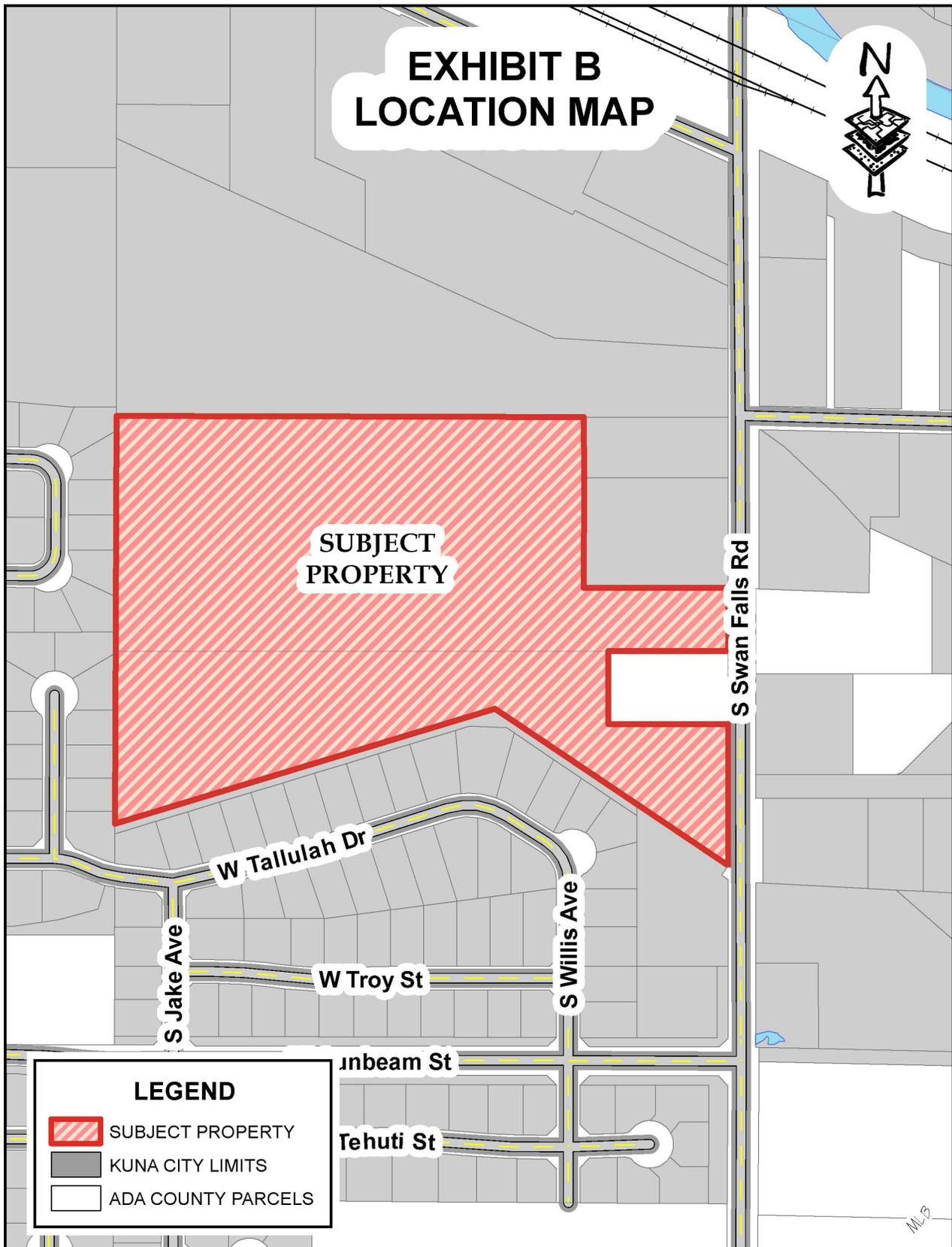
EXHIBIT A-2

FRED & SHARON WHEELER
MUNICIPAL REZONE TO R-6

LEGAL DESCRIPTION

A parcel of land located in a portion of the Southeast quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the East quarter corner of said Section 26 from which the North 1/16 corner of said Section 26 bears North 00°02'09" East, 1331.59 feet; thence along the Easterly boundary line of said Section 26
North 00°02'09" East, 366.11 feet to the Real Point of Beginning; thence departing said East boundary line
North 56°58'00" West, 624.02 feet to the most Northerly corner of Ryan Meadows Subdivision as filed in Book 87 of Plats at Page 10012, official records of said Ada County, Idaho; thence along the Northerly line of said Ryan Meadows Subdivision
South 73°09'31" West, 838.14 feet to a point on the Westerly boundary line of said Southeast quarter of the Northeast quarter of Section 26; thence along said Westerly boundary line
North 00°07'50" East, 365.23 feet; thence departing said Westerly boundary line
South 89°57'46" East, 1040.17 feet; thence
South 00°02'09" West, 156.36 feet; thence
South 89°57'46" East, 278.62 feet to a point on said Easterly boundary line; thence along said Easterly boundary line
South 00°02'09" West, 314.40 feet to the Point of Beginning.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2021-09
WATERS EDGE FARM LLC
MUNICIPAL REZONE**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NOS. R6934730210 AND R6934730350 OWNED BY WATERS EDGE LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council Finds:

- 1.1** WHEREAS, City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2** WHEREAS, WATERS EDGE FARM LLC (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel Nos. **R6934730210, R6934730350** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**; and
- 1.4** WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on February 12, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on February 26, 2019) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Agriculture (A) to Medium Density Residential (R-6) be approved; and
- 1.5** WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on April 2, 2019 on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (April 16, 2019) and determined that the requested rezone should be granted with a zoning classification R-6 (Medium Density Residential); and

1.6 WHEREAS, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

2.1 The Subject Real Property is rezoned from **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**;

2.2 The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

3.1 The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and

3.2 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 04 day of May, 2021.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

WATERS EDGE FARM LLC MUNICIPAL REZONE TO R-6

LEGAL DESCRIPTION

Lots 17 and 28, Block 1 of Patriot Ridge Estates Subdivision as shown in Book 60 of Plats at Pages 6017 through 6018, records Ada County, Idaho. Situate in the north half of the southeast quarter of Section 35, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of said Section 35; thence $N00^{\circ}04'55''E$, 1,323.60 feet along the easterly boundary of the southeast quarter of said Section 35 and the centerline of South Linder Road to the southeast corner of the northeast quarter of the southeast quarter of said Section 35; thence $N89^{\circ}40'26''W$, 30.00 feet along the southerly boundary of north half of the southeast quarter of said Section 35 to the southeast corner of said Patriot Ridge Estates Subdivision; thence continuing $N89^{\circ}40'26''W$, 330.98 feet along the southerly boundary of the north half of the southeast quarter of said Section 35 and along the southerly boundary of said Patriot Ridge Estates to the southeast corner of said Lot 28 which is the **Point of Beginning**:

Thence continuing along the southerly boundary of the north half of the southeast quarter of said Section 35 and along the southerly boundary of said Patriot Ridge Estates $N89^{\circ}40'26''W$, 2,290.11 feet to the southwest corner of said Lot 17 and to the southwest corner of the northwest quarter of the southeast quarter of said Section 35;

Thence $N00^{\circ}10'52''E$, 1,324.52 feet along the westerly boundary of the northwest quarter of the southeast quarter of said Section 35 and along the westerly boundary of said Lot 17 to the northwest corner of the northwest quarter of the southeast quarter of said Section 35;

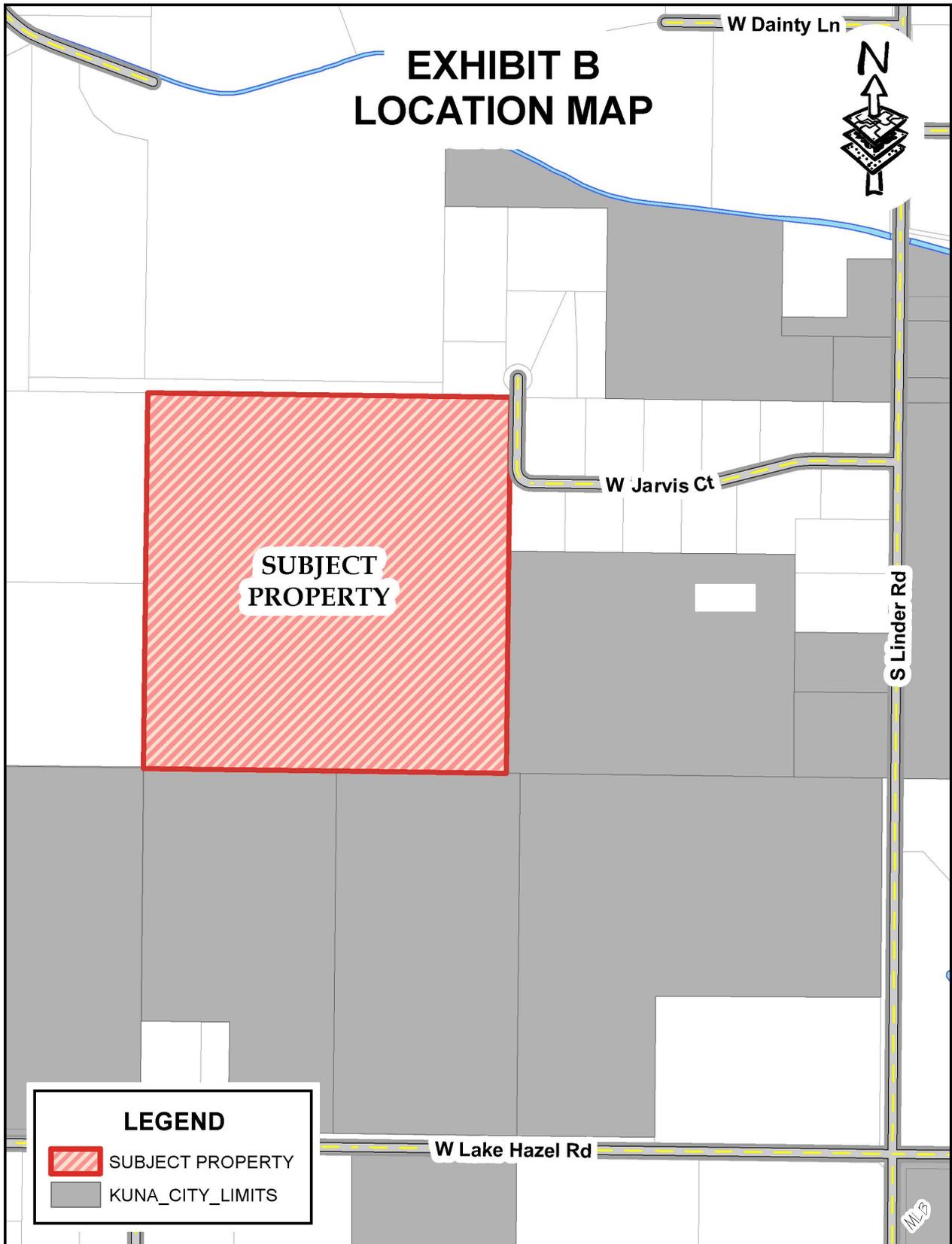
Thence $S89^{\circ}39'19''E$, 1,279.98 feet along the northerly boundary of said Lot 17 and along the northerly boundary of the northwest quarter of the southeast quarter of said Section 35 to the northeast corner of said Lot 17;

Thence $S00^{\circ}16'57''W$, 541.08 feet along the easterly boundary of said Lot 17 to the northwest corner of said Lot 28;

Thence $S89^{\circ}39'19''E$, 1,009.68 feet along the northerly boundary of said Lot 28 to the northeast corner of said Lot 28;

Thence $S00^{\circ}04'41''W$, 782.69 feet along the easterly boundary of said Lot 28 to the southeast corner of said Lot 28 and to the **Point of Beginning**.

Comprising 57.05 acres, more or less.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2021-10
BODAHL FARM LLC
MUNICIPAL REZONE**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1315110051 OWNED BY BODAHL FARM LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council Finds:

- 1.1** WHEREAS, City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2** WHEREAS, BODAHL FARM LLC (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel No. **S1315110051** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL (the “Rezone”)**; and
- 1.4** WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on January 8, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on January 22, 2019) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Agriculture (A) to Neighborhood Commercial (C-1) be approved; and
- 1.5** WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on June 18, 2019 on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (July 2, 2019) and determined that the requested rezone should be granted with a zoning classification C-1 (Neighborhood Commercial); and

1.6 WHEREAS, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

2.1 The Subject Real Property is rezoned from **A. – AGRICULTURE ZONING DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL (the “Rezone”)**;

2.2 The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

3.1 The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and

3.2 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 04 day of May, 2021.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

BODAHL FARM LLC MUNICIPAL REZONE TO C-1

LEGAL DESCRIPTION

A portion of the NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 15 from which the N1/4 corner of said Section 15 bears North 89°40'47" West, 2647.06 feet;

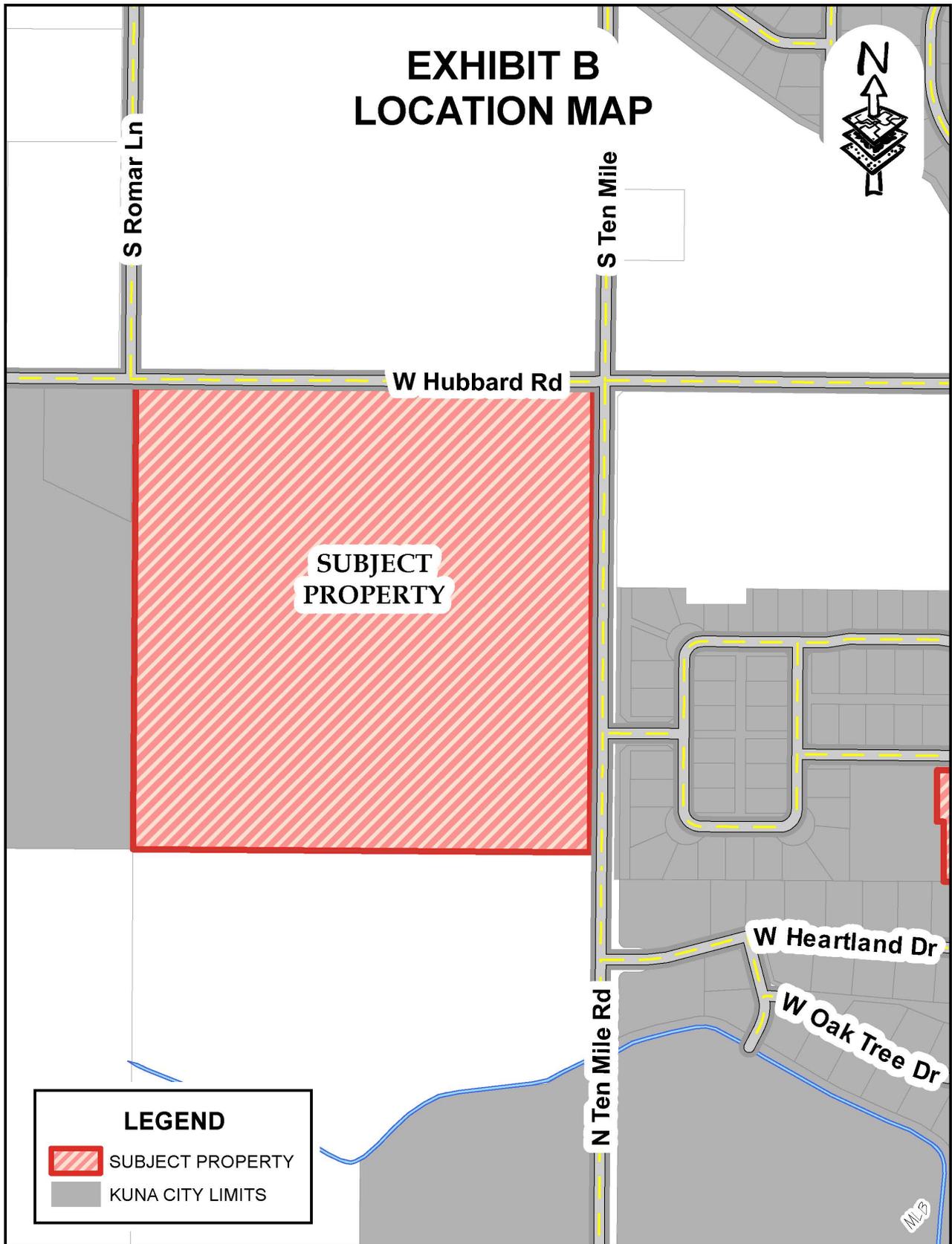
thence along the North boundary line of said Section 15 North 89°40'47" West, 34.00 feet to a point on the West right-of-way line of S. Ten Mile Road, said point being the **REAL POINT OF BEGINNING**;

thence along said West right-of-way line South 00°23'28" West, 1,331.81 feet to a point on the South boundary line of the NE 1/4 of the NE 1/4 of said Section 15;

thence along said South boundary line North 89°35'51" West, 1,289.70 feet to the NE1/16 corner of said Section 15;

thence along the West boundary line of the NE 1/4 of the NE 1/4 of said Section 15 North 00°23'55" East, 1,329.96 feet to the E1/16 corner of said Section 15;

thence along the North boundary line of said Section 15 South 89°40'47" East, 1289.53 feet to the **REAL POINT OF BEGINNING**. Containing 39.40 acres, more or less.



(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2021-11
CRAIG E WALLACE, KENDRICK E WALLACE & BRETT HUGHES
MUNICIPAL REZONE**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. R8247270190 OWNED BY CRAIG E WALLACE AND PARCEL NO. R8247270180 OWNED BY KENDRICK E WALLACE AND PARCEL NO. R8247270176 OWNED BY BRETT HUGHES, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council Finds:

- 1.1** WHEREAS, City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2** WHEREAS, CRAIG E WALLACE (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel No. **R8247270190** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**; and
- 1.3** WHEREAS, KENDRIC E WALLACE (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel No. **R8247270180** and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**; and
- 1.4** WHEREAS, BRETT HUGHES (the “Owner”) is the owner of the certain real property which has been designated by the Ada County Assessor’s office as Parcel No.

ORDINANCE NO. 2021-11 – CRAIG E WALLACE, KENDRIC E WALLACE & BRETT HUGHES MUNICIPAL REZONE

Page 1 of 5

R8247270176 and which is more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”) and has requested that the Subject Real Property be rezoned from the City’s **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**; and

- 1.5** **WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on October 27, 2020 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on January 12, 2021) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Agriculture (A) to Medium Density Residential (R-6) be approved; and
- 1.6** **WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on February 16, 2021 on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (March 2, 2021) and determined that the requested rezone should be granted with a zoning classification R-6 (Medium Density Residential); and
- 1.7** **WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

- 2.1** The Subject Real Property is rezoned from **A. – AGRICULTURE ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL (the “Rezone”)**;
- 2.2** The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

- 3.1** The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and
- 3.2** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

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

DATED this 04 day of May, 2021.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

CRAIG E WALLACE, KENDRICK E WALLACE & BRETT HUGHES
MUNICIPAL REZONE TO R-6

LEGAL DESCRIPTION

A parcel of land being lot 7 block 1 of Swan Estates also being a portion of the SE 1/4 of Section 26, T.2N., R.1W., B.M., Kuna, Ada County, Idaho and more particularly described as follows:

COMMENCING at a brass cap marking the Southeast corner of said Section 26; Thence along the East line of said section 26

North 00°42'45" East 527.46 feet to a point, marked by a 5/8" iron pin; Thence along a prolongation of the South line of said lot 7

North 77°02'39" West 30.69 feet to a point, marked by a brass cap, on the West Right-of-Way line of Swan Falls Road and marking the **POINT OF BEGINNING**; Thence along the South line of said lot 7

North 77°02'39" West 784.30 feet to the Southwest corner of said lot 7, marked by a 5/8" iron pin; Thence along the West line of said lot 7

North 00°38'49" East 635.61 to the Northwest corner of said lot 7, marked by a 5/8" iron pin; Thence along the North boundary of said lot 7

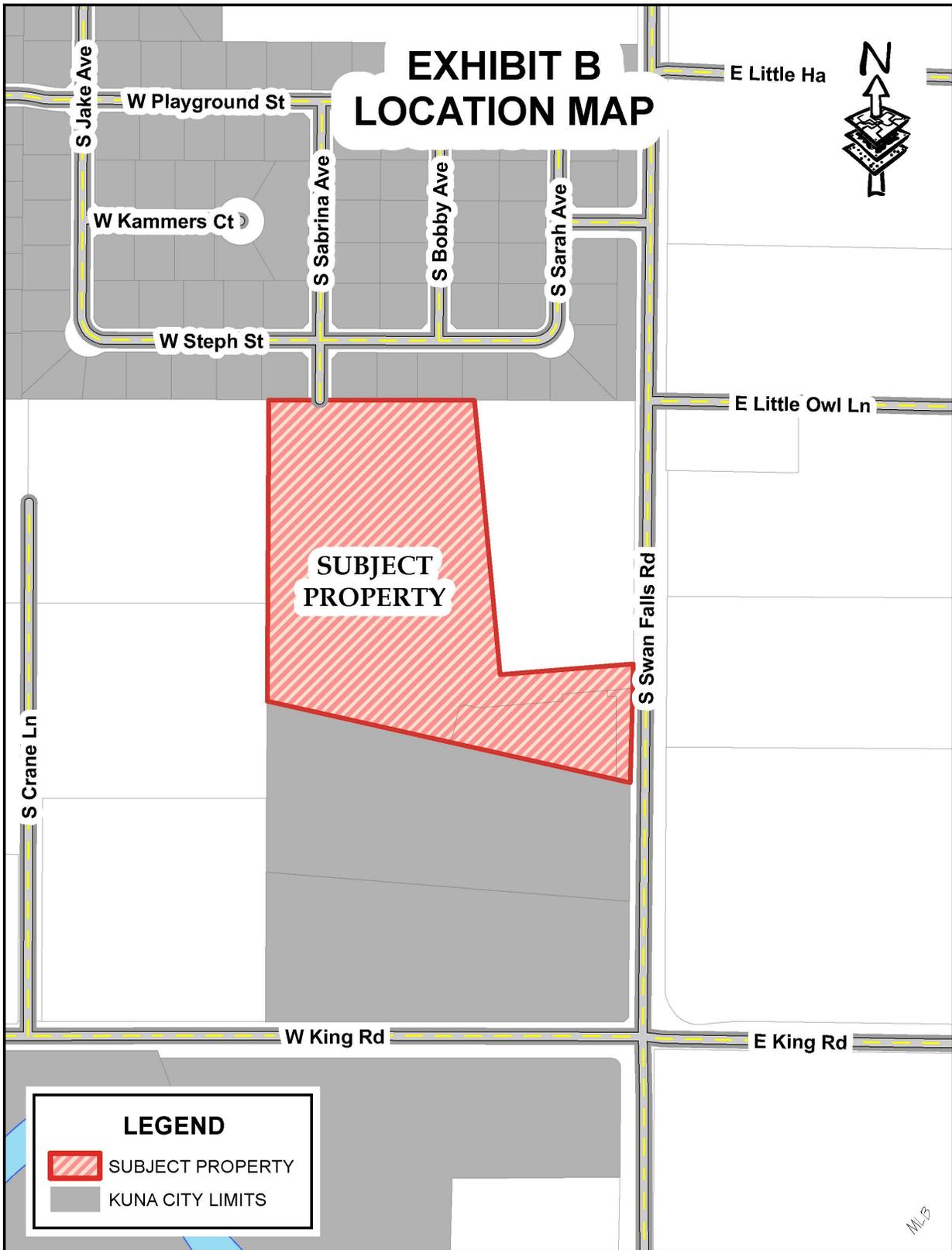
South 89°33'47" East 433.36 feet to the Northeast corner of said lot 7 marked by a 5/8" iron pin; Thence leaving the North line of said lot 7 and along the East line of said lot 7

South 05°00'26" East 580.89 feet to an angle point in the North line of said lot 7, marked by a 5/8" iron pin; Thence along the North line of said lot 7

North 85°44'40" East 276.97 feet to a point marked by a 5/8" iron pin on the said West Right-of-Way line of Swan Falls Road; Thence along said West Right-of-Way line of Swan Falls Road and the East line of said lot 7

South 00°42'45" West 250.00 feet to a point marking the **POINT OF BEGINNING**.

Said parcel of land contains 8.71 acre, more or less.



(Space above reserved for recording)

**ORDINANCE NO. 2021-12
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[DB DEVELOPMENT LLC. real property]**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; and**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S CHALLENGER DEVELOPMENT INC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and

- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as DB DEVELOPMENT INC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

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

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 4th day of May 2021.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
DB DEVELOPMENT LLC
MADRONE HEIGHTS 1 SUBDIVISION**

A parcel of land situated in a portion of Southwest 1/4 of the Southeast 1/4 of Section 22, Township 2 North, Range 1 West, B.M., City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found brass cap marking the Southeast corner of said Section 22, which bears S89°41'25"E a distance of 2,654.34 feet from a found brass cap marking the South 1/4 corner of said Section 22, thence following the southerly line of the Southeast 1/4 of said Section 22, N89°41'25"W a distance of 1,327.17 feet to a found 5/8-inch rebar marking the East 1/16 corner of Sections 22 & 27; Thence leaving said southerly line and following the easterly line of the Southwest 1/4 of the Southeast 1/4 of said Section 22, N00°31'02"E a distance of 33.00 feet to a set 5/8-inch rebar on the northerly Right-of-Way line of W. Kuna Road and being the **POINT OF BEGINNING**;

Thence following said northerly right-of-Way line, N89°41'25"W a distance of 780.12 feet to a set 5/8-inch rebar;

Thence leaving said northerly Right-of-Way line, N00°18'35"E a distance of 184.00 feet to a set 5/8-inch rebar;

Thence N63°44'41"E a distance of 22.36 feet to a set 5/8-inch rebar;

Thence N00°18'35"E a distance of 50.00 feet to a set 5/8-inch rebar;

Thence S89°41'25"E a distance of 250.00 feet to a set 5/8-inch rebar;

Thence N00°18'35"E a distance of 470.00 feet to a set 5/8-inch rebar;

Thence S89°41'25"E a distance of 100.00 feet to a set 5/8-inch rebar;

Thence N00°18'35"E a distance of 50.00 feet to a set 5/8-inch rebar;

Thence N88°52'39"E a distance of 50.02 feet to a set 5/8-inch rebar;

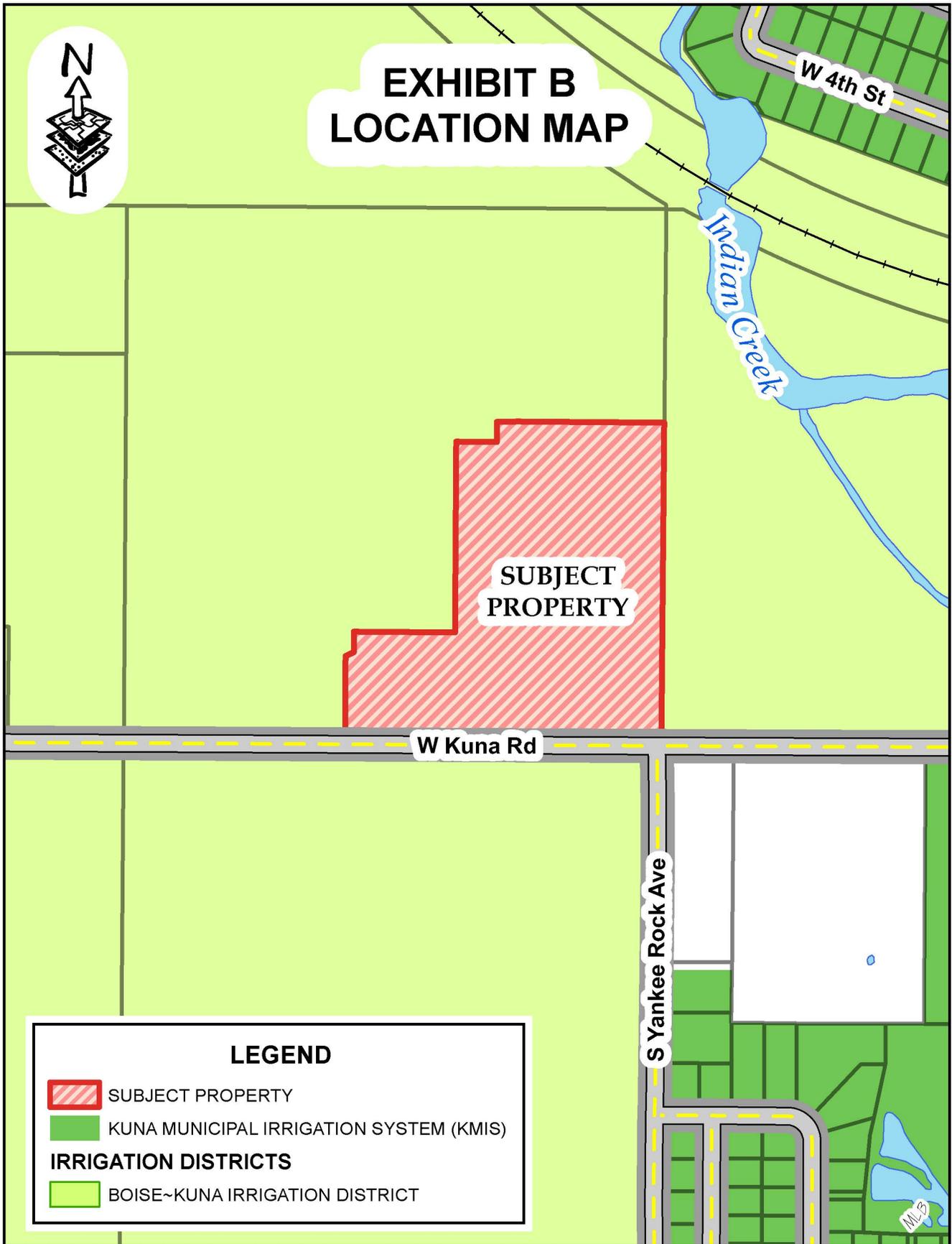
Thence S89°41'25"E a distance of 200.00 feet to a set 5/8-inch rebar;

Thence S88°15'30"E a distance of 50.02 feet to a set 5/8-inch rebar;

Thence S89°41'25"E a distance of 112.89 feet to a set 5/8-inch rebar on the easterly line of the Southwest 1/4 of the Southeast 1/4 of said Section 22;

Thence following said easterly line, S00°31'02"W a distance of 764.01 feet to the **POINT OF BEGINNING**.

Said parcel contains 10.351 acres (450,888 square feet), more or less.



(Space above reserved for recording)

**ORDINANCE NO. 2021-13
CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[BRET LEE & NIKEELA RENAE ABRAMS real property]**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; and**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S BRET LEE & NIKEELA RENAE ABRAMS; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and

- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as BRET LEE & NIKEELA RENAE ABRAMS [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

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

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

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

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

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 4th day of May 2021.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
BRET LEE & NIKEELA RENAE ABRAMS
CAZADOR ESTATES SUBDIVISIONS 1 & 2****PARCEL 1**

A parcel of land situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 2 North, Range 1 West, B.M., City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the West 1/4 corner of said Section 14, which bears S00°23'33"W a distance of 2,663.68 feet from a found brass cap marking the northwest corner of said Section 14, thence following the southerly line of said Southwest 1/4 of the Northwest 1/4, S89°39'48"E a distance of 86.68 feet to a point;

Thence leaving said southerly line, N00°20'12"E a distance of 30.00 feet to a set 5/8-inch rebar on the easterly right-of-way line of N. Ten Mile Rd. and being the **POINT OF BEGINNING**.

Thence following said easterly right-of-way line, 39.09 feet along the arc of a circular curve to the right, said curve having a radius of 69.50 feet, a delta angle of 32°13'20", a chord bearing of N36°08'03"W and a chord distance of 38.57 feet to a set 5/8-inch rebar;

Thence following said easterly right-of-way line, 62.06 feet along a compound curve to the right, said curve having a radius of 329.50 feet, a delta angle of 10°47'32", a chord bearing of N14°16'40"W and a chord distance of 61.97 feet to a set 5/8-inch rebar;

Thence following said easterly right-of-way line, N00°23'33"E a distance of 654.77 feet to a set 5/8-inch rebar on the centerline of Teed Lateral and the southerly boundary of Galiano Estates Subdivision (Book 99, Pages 12780-12783, records of Ada County, Idaho);

Thence leaving said easterly right-of-way line and following said centerline and said southerly boundary the following four (4) courses:

1. N59°05'13"E (formerly N58°41'44"E) a distance of 5.49 feet to a set 5/8-inch rebar;
2. N64°59'38"E (formerly N64°36'09"E) a distance of 40.90 feet to a set 5/8-inch rebar;
3. N73°38'09"E (formerly N73°14'40"E) a distance of 78.87 feet to a set 5/8-inch rebar;
4. N78°05'38"E (formerly N77°42'09"E) a distance of 99.73 feet to a set 5/8-inch rebar;

Thence leaving said centerline and said southerly boundary, S11°54'09"E a distance of 28.00 feet to a set 5/8-inch rebar;

Thence S05°19'12"W a distance of 129.80 feet to a set 5/8-inch rebar;

Thence 29.04 feet along the arc of a circular curve to the right, said curve having a radius of 55.00 feet, a delta angle of 30°15'16", a chord bearing of S74°33'49"E and a chord distance of 28.71 feet to a set 5/8-inch rebar;

Thence S30°33'49"W a distance of 40.00 feet to a set 5/8-inch rebar;

Thence S59°28'52"E a distance of 103.08 feet to a set 5/8-inch rebar;

Thence S00°43'59"W a distance of 255.70 feet to a set 5/8-inch rebar;

Thence S88°47'30"E a distance of 37.55 feet to a set 5/8-inch rebar;

Thence S00°21'49"W a distance of 20.58 feet to a set 5/8-inch rebar;

Thence S89°48'36"E a distance of 270.00 feet to a set 5/8-inch rebar;

Thence S00°21'49"W a distance of 111.90 feet to a set 5/8-inch rebar;

Thence S04°16'15"W a distance of 40.10 feet to a set 5/8-inch rebar;
Thence S00°21'49"W a distance of 131.33 feet to set 5/8-inch on the northerly right-of-way line of W.
Ardell Rd.;
Thence following said northerly line, N89°39'48"W a distance of 570.97 feet to the **POINT OF BEGINNING**.

Said parcel contains 7.070 acres, more or less.

PARCEL 2

A parcel of land situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 2 North, Range 1 West, B.M., City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the West 1/4 corner of said Section 14, which bears N89°39'48"W a distance of 2,633.89 feet from a found aluminum cap marking the Center 1/4 corner of said Section 14;

Thence following the southerly line of said Northwest 1/4 of Section 14, S89°39'48"E a distance of 657.64 feet to a point;

Thence leaving said southerly line, N00°20'12"E a distance of 30.00 feet to a found 5/8-inch rebar being the southeast corner of Cazador Estates Subdivision No. 1 and being the **POINT OF BEGINNING**.

Thence following the subdivision boundary of said Cazador Estates Subdivision No. 1 the following twelve (12) courses:

1. N00°21'49"E a distance of 131.33 feet to a found 5/8-inch rebar;
2. N04°16'15"E a distance of 40.10 feet to a found 5/8-inch rebar;
3. N00°21'49"E a distance of 111.90 feet to a found 5/8-inch rebar;
4. N89°48'36"W a distance of 270.00 feet to a found 5/8-inch rebar;
5. N00°21'49"E a distance of 20.58 feet to a found 5/8-inch rebar;
6. N88°47'30"W a distance of 37.55 feet to a found 5/8-inch rebar;
7. N00°43'59"E a distance of 255.70 feet to a found 5/8-inch rebar;
8. N59°28'52"W a distance of 103.08 feet to a found 5/8-inch rebar;
9. N30°33'49"E a distance of 40.00 feet to a found 5/8-inch rebar;
10. 29.04 feet along the arc of a circular curve to the left, said curve having a radius of 55.00 feet, a delta angle of 30°15'16", a chord bearing of N74°33'49"W and a chord distance of 28.71 feet to a found 5/8-inch rebar;
11. N05°19'12"E a distance of 129.80 feet to a found 5/8-inch rebar;
12. N11°54'09"W a distance of 28.00 feet to a found 5/8-inch rebar to the southerly boundary line of Galiano Estates Subdivision (Book 99, Pages 12780-12783, records of Ada County, Idaho);

Thence leaving said easterly and northerly subdivision boundary lines and following said southerly subdivision boundary line the following eleven (11) courses:

1. 89.29 feet along the arc of a circular curve to the right, said curve having a radius of 120.00 feet, a delta angle of 42°37'50", a chord bearing of S80°35'14"E and a chord distance of 87.24 feet to a found 5/8-inch rebar;
2. S59°16'32"E a distance of 303.91 feet to a found 5/8-inch rebar;
3. S61°29'45"E a distance of 58.79 feet to a found 5/8-inch rebar;
4. S65°07'29"E a distance of 151.58 feet to a found 5/8-inch rebar;
5. S67°01'37"E a distance of 96.23 feet to a found 5/8-inch rebar;
6. S56°08'24"E a distance of 57.69 feet to a found 5/8-inch rebar;

7. 79.09 feet along the arc of a circular curve to the right, said curve having a radius of 75.00 feet, a delta angle of $60^{\circ}25'26''$, a chord bearing of $S25^{\circ}55'37''E$ and a chord distance of 75.48 feet to a found 5/8-inch rebar;
8. $S04^{\circ}17'10''W$ a distance of 122.30 feet to a found 5/8-inch rebar;
9. $S04^{\circ}57'11''W$ a distance of 170.53 feet to a found 5/8-inch rebar;
10. 49.69 feet along the arc of a circular curve to the left, said curve having a radius of 75.00 feet, a delta angle of $37^{\circ}57'52''$, a chord bearing of $S14^{\circ}01'45''E$ and a chord distance of 48.79 feet to a found 5/8-inch rebar;
11. $S33^{\circ}00'41''E$ a distance of 90.85 feet to a found 5/8-inch rebar being the northerly right-of-way line of W. Ardell Rd.;

Thence following said northerly right-of-way line, $N89^{\circ}39'48''W$ a distance of 353.99 feet to the **POINT OF BEGINNING**.

Said parcel contains 7.219 acres, more or less.

