



# **CITY OF KUNA**

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

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

**TUESDAY, MARCH 17, 2015**

**5:30 P.M. BOARD OF CORRECTION  
6:30 P.M. CITY COUNCIL WORKSHOP  
7:00 P.M. CITY COUNCIL MEETING**

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

## **CITY OFFICIALS**

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

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

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

**CITY OF KUNA  
BOARD OF CORRECTION MEETING  
CITY COUNCIL WORKSHOP  
REGULAR CITY COUNCIL MEETING  
AGENDAS**

**TUESDAY, MARCH 17, 2015**

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

**5:30 P.M. ANNUAL BOARD OF CORRECTION MEETING**

The following items are proposed for consideration or decision:

1. **2012 Tax Deed List (See Attachment)** – Provided for information purposes to allow questions or comments. The delinquent property is:

OASIS PROPERTIES, LLC – S1326428020 – c/o Marty Pieroni, 475 S. Thornwood Way, Meridian, Idaho 83642

2. **Water Supply Balance** – For the information of the Board, the following Table shows the quantity of water provided to the pressure irrigation system and the usage, non-usage and wastage of canal water in 2014. Wastage is computed as the difference between canal water delivered to a pump station and the amount actually pumped. Water “not used” is the difference between available canal water allotment (including carryover) and the amount the City requested to be delivered.

	<u>2013</u>	<u>2014</u>
CANAL WATER PUMPED	666 MG	905 MG
POTABLE WATER USED	345 MG	234 MG
CANAL WATER DELIVERED	901 MG	1057 MG
CANAL WATER WASTED	235 MG	152 MG
	4,633 Connections (2014)	
	0.75 acre-feet/connection (2014)	

3. **Scheduled Protestants** – supporting documents, if any, provided at meeting

- A. Dave Splzett
- B. Paul Beckman

4. **Un-scheduled Protestants**

- A. Continue Board of Correction

**6:30 P.M. CITY COUNCIL WORKSHOP**

1. **Discussion on Meridian - Kuna Area of Impact line**

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

1. **Call to Order and Roll Call**
2. **Invocation:** Scott Piper, First Baptist Church
3. **Pledge of Allegiance:** Mayor Nelson
4. **Consent Agenda:**

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

- A. City Council Meeting Minutes:
    1. Minutes of March 3, 2015
  - B. Accounts Payable Dated March 12, 2015 in the Amount of \$340,635.44
  - C. Alcohol Licenses:
    1. Ridley's Food Corp DBA Ridley's Family Market – Off Premise Beer and Wine
  - D. Findings of Facts and Conclusions of Law:
5. **Citizen's Reports or Requests:**
6. **Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
7. **Business Items:**
- A. Introduction from Jan M. Bennetts, new Ada County Prosecutor
  - B. Public Works Construction Report, informational only, no action required – Gordon Law, City Engineer
  - C. Consideration to Approve Resolution R12-2015 Authorizing Execution of Reimbursement Agreement with Ridley's Family Markets – Gordon Law, City Engineer  
  
RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$41,387.46 WITH RIDLEY'S FAMILY MARKETS, INC.
  - D. Consideration to Approve Resolution R13-2015 Authorizing Execution of Amended Discharge Permit With Brass Guys, LLC – Gordon Law, City Engineer

RESOLUTION APPROVING SIGNING OF A PERMIT TO DISCHARGE TO THE KUNA SOUTH WASTE WATER TREATMENT PLANT BY BRASS GUYS, LLC AND SETTING FORTH FEES FOR THE SAME.

- E. March for Meals on Wheels Proclamation – Mayor Nelson
- F. Consideration for additional \$2,500 toward Bernie Fisher Power Upgrades – Bob Bachman, Building/Conservation Manager
- G. Consideration to Approve Resolution R14-2015 Approving Award of Bid to Hess Construction, Inc. for NWWTP Parking Project – Gordon Law, City Engineer

RESOLUTION AWARDED BID TO HESS CONSTRUCTION, INC. IN THE AMOUNT OF \$30,154.00 FOR THE NORTH WASTE WATER TREATMENT PLANT PARKING PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER, WATER AND IRRIGATION FUNDS FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

- H. Consideration to Approve Resolution R15-2015 Approving Award of Bid to Knife River Corporation – Northwest for Deerhorn Sewer Project-Gordon Law, City Engineer

RESOLUTION AWARDED BID TO KNIFE RIVER CORPORATION – NORTHWEST IN THE AMOUNT OF \$136,424.50 FOR THE DEERHORN SEWER MAIN PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH KNIFE RIVER CORPORATION – NORTHWEST.

- I. Consideration to Approve Resolution R16-2015 Approving Award of Bid to Knife River for Schedule A, Hi-Grade Underground for Schedule B and Titan Technologies for Schedule C for the 2015 Pressure Irrigation Project – Gordon Law, City Engineer

RESOLUTION AWARDED BID FOR THE 2015 PRESSURE IRRIGATION PROJECT TO KNIFE RIVER CORPORATION-NORTHWEST IN THE AMOUNT OF \$342,475.50 FOR SCHEDULE A OF THE PROJECT; AWARDED BID TO HI-GRADE UNDERGROUND, INC. IN THE AMOUNT OF \$52,120.55 FOR SCHEDULE B OF THE PROJECT; AWARDED BID TO TITAN TECHNOLOGIES, INC. IN THE AMOUNT OF \$211,705.00 FOR SCHEDULE C OF THE PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

## **8. Ordinances:**

- A. *First Reading of Ordinance No. 2015-07 Police Regulations*

*Consideration to approve ordinance.*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE OF THE CITY OF KUNA, IDAHO STRIKING AND AMENDING CERTAIN SECTIONS OF CHAPTER 1, TITLE 10, KUNA CITY CODE- ENTITLED POLICE REGULATIONS, AS FOLLOWS: STRIKING 10-1-1 DISTURBING THE PEACE; AMENDING AND RENUMBERING 10-1-2 BY CHANGING THE TITLE FROM WINDOW PEEPING TO INVASION OF PRIVACY AND ADDING LANGUAGE MAKING IT UNLAWFUL TO LOOK THROUGH AN OPENING TO VIEW THE INTERIOR OF A SPACE WHERE A PERSON HAS AN EXPECTATION OF PRIVACY AND MAKING IT PUNISHABLE BY AN INFRACTION; AMENDING AND RENUMBERING 10-1-3 ENTITLED FAILING TO DISPERSE BY MAKING SEVERAL GRAMMATICAL CORRECTIONS; STRIKING SECTION 10-1-4 AND 10-1-5; AMENDING AND RENUMBERING 10-1-6 ENTITLED PUBLIC ELIMINATION OF HUMAN WASTE AND MAKING IT PUNISHABLE BY AN INFRACTION; AMENDING AND RENUMBERING 10-1-7 ENTITLED FIGHTING BY MAKING SEVERAL GRAMMATICAL CHANGES; AMENDING AND RENUMBERING 10-2-1 ENTITLED CURFEW BY CLARIFYING THAT A VIOLATION IS A MISDEMEANOR; AMENDING 10-2-2 TO RETITLE IT TO JUVENILE BEYOND THE CONTROL OF PARENTS OR GUARDIANS AND MAKING SEVERAL GRAMMATICAL CHANGES; AMENDING AND RENUMBERING 10-2-3 ENTITLED PARENTAL RESPONSIBILITY BY MAKING SEVERAL GRAMMATICAL CHANGES AND STRIKING SEVERAL SECTIONS; AMENDING AND RENUMBERING 10-3 ET SEQ.- ENTITLED ANIMAL CONTROL AND MAKING CERTAIN SECTIONS PUNISHABLE BY AN INFRACTION; AMENDING 10-4 ET SEQ. – ENTITLED FALSE ALARM ORDINANCE MAKING SEVERAL GRAMMATICAL CHANGES AND MAKING A VIOLATION AN INFRACTION; AMENDING 10-5 ET SEQ. – ENTITLED DISCHARGE OF WEAPONS MAKING SEVERAL GRAMMATICAL CHANGE, REORDERING AND RENUMBERING SEVERAL PARAGRAPHS AND MAKING A VIOLATION OF SUBSECTION B AN INFRACTION; AND PROVIDING AN EFFECTIVE DATE.

**9. Mayor/Council Discussion Items:**

**10. Announcements:**

**11. Executive Session:**

**12. Adjournment:**



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**P.O. BOX 13**  
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[www.cityofkuna.com](http://www.cityofkuna.com)

BOARD OF CORRECTION  
1 of 3  
GORDON N. LAW  
CITY ENGINEER

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

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## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Board of Correction  
Purpose & Agenda

DATE: March 10, 2015

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As required in Idaho State Code, this Board of Correction has been or will be noticed in the Kuna-Melba News on March 11 and March 18, 2015. It is held as a requirement outlined in Idaho State Code 50-1807.

### Purpose of Board of Correction

Inasmuch as the Board of Correction meets and acts infrequently, it may be useful to review the legislation defining the purpose of the Board. The following is taken from Idaho State Code 50-1811 and 50-1812 in describing the duties of the Board of Correction:

*50-1811. Board of correction -- Changes in assessment books. At the time of the meeting specified in the notice required by section [50-1807](#), **the mayor and council of such city are hereby constituted a board of correction** and for that purpose shall meet and continue in session from day to day as long as may be necessary not to exceed three (3) days, exclusive of holidays and **make such changes in the said assessment book as may be necessary to make it conform to the facts**, and such assessments levied for the maintenance, operation, extension and enlargement of the works may be reviewed by the mayor and council of the city during said time upon the request of any person interested, and within five (5) days after the mayor and council, shall have adjourned as a board of correction, the city clerk shall complete the assessment books as the same may have been adjusted and/or corrected by the mayor and council sitting as a board of correction and shall certify to the same and deliver said books to the city treasurer who shall collect the assessments in the manner herein provided.*

*50-1812. Correction of irregularities upon giving notice -- Omissions. If the levy of any assessment or assessments for **any year** as provided by this section, upon any or all the lands, lots, pieces or parcels of real estate within the boundaries of such irrigation system, shall be **discovered to be irregular and void because of any irregularity**, informality or error in the assessment books or for any other reason, the **said mayor and council of the city may meet and correct such errors** upon five (5) days prior notice*

*published in the official newspaper, as provided in sections [50-1801](#) through [50-1835](#)[, Idaho Code,] and at such meeting correct any error or mistake that may have been found to exist which makes such assessment roll invalid, provided, that no invalidity of such assessment roll may be claimed on account of the omission of the name or the incorrect naming of the owner of any lots, pieces or parcels of real estate so assessed or the omission of lands, lots, pieces or parcels of real estate through error or inadvertence from the assessment roll, but that such omitted lot, piece or parcel of land shall be assessed by the city clerk.*

It is the presumption of staff that Council established in October 2014 the assessment criteria to be relied upon by staff to prepare the 2015 assessment roll. The purpose of the Board of Correction is to correct assessments where errors have been made, making the assessment roll conform to the facts, and adjusting assessments consistent with the criteria adopted in October. This might make the scope of issues to be considered by the Board, somewhat limited.

However, the very next code section (50-1812) introduces a process whereby the Mayor and Council, upon 5 days published notice, may consider any irregularities, informalities or errors, in any assessment(s), from any year, and may correct them. The Board of Correction certainly meets the noticing criteria of 50-1812, involves the same people, and staff assumes that the Board of Correction can act in any manner permitted by 50-1812.

As a matter of practical application, staff would prefer that the Board not make substantive changes in assessment philosophy at this late date in the assessment cycle. Where possible, staff would hope that significant changes would be addressed in October of the subsequent assessment cycle. Notwithstanding Staff's preferences, the latitude of the Board of Correction in making corrections is very broad, and is perhaps limited only in the general statutory requirement that a "uniform method of assessment" (50-1805A) is preserved.

### **Financial Adjustments**

For the information of Council, this year's budget includes an allowance of \$2,000 for adjustments and corrections which the Board of Correction may make in this year's assessment roll without exceeding the prescribed budget. Adjustments exceeding this amount would have to be offset by reductions in other line items or by draws from fund balance.

### **Delinquent Assessments**

The agenda for this year includes an item listing a property which is delinquent in the payment of assessments from the 2012 irrigation season. Such property, if not redeemed, is subject to seizure through a tax deed to satisfy the assessment. General notice of the pending action has been published in the Kuna-Melba News and individual notice has been mailed to the property.

### **Pending Irrigation Shutoff**

This year's, and every year's, assessments are due and payable April 1<sup>st</sup>. The state code directs that no irrigation water is to be delivered to a property until its assessment is paid. To comply with this requirement, the City had been performing a "back-yard" irrigation shutoff after April 1<sup>st</sup> and before the first irrigation water is delivered.

Because of threats to personnel performing the shutoff, the City has elected to allow irrigation payments to be made in installments and to not perform a back-yard shutoff if the installments are kept

current. Further, the payment of installments is enforced through the potable water shutoff (in conjunction with the shutoff for sewer, water and garbage collection) – which does not require a backyard entry.

### Agenda for Board of Correction

The following items are proposed for consideration or decision:

1. 2012 Tax Deed List (See Attachment) – Provided for information purposes to allow questions or comments. The delinquent property is:

**OASIS PROPERTIES, LLC – S1326428020 – c/o Marty Pieroni, 475 S. Thornwood Way, Meridian, Idaho 83642**

2. Water Supply Balance – For the information of the Board, the following Table shows the quantity of water provided to the pressure irrigation system and the usage, non-usage and wastage of canal water in 2014. Wastage is computed as the difference between canal water delivered to a pump station and the amount actually pumped. Water “not used” is the difference between available canal water allotment (including carryover) and the amount the City requested to be delivered.

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	4,633 Connections (2014)	
	0.75 acre-feet/connection (2014)	

3. Scheduled Protestants – supporting documents, if any, provided at meeting

- A. Dave Splzett
- B. Paul Beckman

4. Un-scheduled Protestants

- A. Continue Board of Correction

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**CITY OF KUNA**  
**REGULAR CITY COUNCIL MEETING**  
**MINUTES**  
**TUESDAY, MARCH 3, 2015**  
**Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

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

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**1. Call to Order and Roll Call:**

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

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**CITY STAFF PRESENT:** Gordon Law, City Engineer  
John Marsh, City Treasurer  
Wendy Howell, Planning & Zoning Director  
Richard Roats, City Attorney  
Chris Engels, Interim City Clerk  
Bobby Withrow, Parks Supervisor  
Bob Bachman, Bldg. Maint & Insp. /Fleet Mgt.

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27

**2. Invocation:** None

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

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**4. Consent Agenda:**  
(Timestamp 00:01:06)

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**A. City Council Meeting Minutes:**

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**1. Minutes of February 3, 2015**

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**B. Accounts Payable Dated February 26, 2015 in the Amount of \$156,867.66**

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**C. Alcohol Licenses:**

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**D. Resolutions:**

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E. Findings of Facts and Conclusions of Law:

**Council Member Stear moved to approve the consent agenda as presented. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

**5. Citizen's Reports or Requests:**

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

**7. Business Items:**

- A. Consideration to Approve Resolution R10-2015 Authorizing Execution of Reimbursement Agreement with Falcon Ridge Charter School – Gordon Law, City Engineer  
(Timestamp 00:02:56)

City Engineer Gordon Law indicated this item is similar to the last one with Arbor Ridge Park reviewed by Council. This is an oversized pressurized irrigation line. The reimbursement is in the range of \$7,400 spread over ten years in the reimbursement.

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$7,381.53 WITH FALCON RIDGE PUBLIC CHARTER SCHOOL.

**Council Member Stear moved to approve Ordinance Resolution R10-2015. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

- B. Review proposed RFP for retail concessions at the vacated Kuna Historical Museum building situated next to the skateboard park. Consideration to approve publication of RFP – Richard Roats, City Attorney  
(Timestamp 00:04:13)

City Attorney Richard Roats explained what is presented is a draft for consideration of a concession stand in the building recently vacated by the Kuna Historical Museum. Upon receipt of responses, they will be brought to council for consideration for a lease based on the conditions. It could be a rental amount or a percentage of the sales.

Council President Cardoza indicated on page of 3 of 8 on 7B, under project description, last sentence, should there be a sentence that there will not be any reimbursement from the city for improvements made.

94 Mr. Roats responded it can be changed in the RFP but usually it is done in the lease  
95 agreement.

96  
97 Council President Cardoza questioned a word on page 4, under qualifications, half  
98 way done, should office be added.

99  
100 Council Member Jones asked if it is the best use of the building such as storage or  
101 parks.

102  
103 Parks Supervisor Bobby Withrow said they have enough storage.

104  
105 Council Member Jones doesn't like profit sharing. He prefers a straight lease. He has  
106 additional concerns about outside grill about esthetics. Perhaps some fencing around  
107 it.

108  
109 Mr. Roats said that a larger grill is expected and it can be covered in the lease but will  
110 address those issues. The interior does not have a hood.

111  
112 Council Member Jones asked if there would be any issues of fairness of other  
113 vendors wanting to set up and sell items. Will they also be able to be open during  
114 special events?

115  
116 Mr. Roats said it is something that would need to be evaluated. Mobile vendors can't  
117 set up in parking lots with the ordinance change. He hopes it is a successful venture.

118  
119 Council Member Jones thinks it could be a good attraction for park users and just  
120 wants to make sure it is fair.

121  
122 **Council Member Stear moved to approve publication of RFP for the vacated Kuna**  
123 **Historical Museum building, Seconded by Council Member Buban-Vonder Haar**  
124 **with the following roll call vote:**

125 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**

126 **Voting No: None**

127 **Absent: None**

128 **Motion carried 4-0.**

129  
130 **C. Consideration to Approve Resolution R11-2015 Authorizing Acceptance of Sewer**  
131 **Easements from Water's Edge Farm, LLC – Gordon Law, City Engineer**  
132 **(Timestamp 00:12:00)**

133  
134 Mr. Law explained that the city is out for bid on a sewer line. The easements are  
135 related to the sewer line. It is between the Deerhorn lift station and Arbor Ridge  
136 subdivision.

137  
138 Council Member Jones asked if it was near the park.

139  
140 Mr. Law answered it is south of the recently finished phase of Arbor Ridge 2 and  
141 then down to Deerhorn Subdivision.

142 Council Member Jones wondered if it was beneficial to tie in to have a future  
143 restroom.

144  
145 Mr. Law thought it was too far away but would give it some thought for future  
146 projects. He agreed with Council Member Jones that the long term should be  
147 considered.

148  
149 RESOLUTION APPROVING ACCEPTANCE OF THREE EASEMENTS ON  
150 WATER'S EDGE FARM, LLC PROPERTY FOR THE PURPOSE OF  
151 CONSTRUCTING AND MAINTAINING A SEWER MAIN FOR THE  
152 DEERHORN PROJECT.

153  
154 **Council Member Buban-Vonder Haar moved to approve Ordinance Resolution R11-**  
155 **2015, Seconded by Council Member Stear with the following roll call vote:**  
156 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**  
157 **Voting No: None**  
158 **Absent: None**  
159 **Motion carried 4-0.**

160  
161 **D. Review of Park Additions through High Five Grant – Bobby Withrow, Parks**  
162 **Supervisor**  
163 *(Timestamp 00:15:00)*

164  
165 Parks Supervisor Bobby Withrow presented a PowerPoint presentation of the various  
166 projects he proposes to use the High Five Grant funds toward as recommended by the  
167 Park Survey that was completed by Chris Danley.

- 168
- 169 • Arbor Ridge would add a bike rack and 2 covered areas.
  - 170 • Bernie Fisher would add a new backboard.
  - 171 • Butler Park would add a covered area.
  - 172 • Chaparossa Park would add tether ball courts, a covered area and a bike rack.
  - 173 • Farm Estates Park would add basketball court lining, trees, bike rack, covered  
174 area and line the parking lot.
  - 175 • Greenbelt would add benches along the pathway.
  - 176 • Nicholson Park would add 2 covered areas by the pond and a bike rack. Mr.  
177 Withrow responded to Mayor Nelson that it will be a narrower covered area  
178 so those fishing could have some shade closer to the water.
  - 179 • Sadie Creek Park would add trees and a volleyball court.
  - 180 • Winchester Park would add a bike rack, 2 covered areas and a tetherball  
181 court.

182  
183 Of the \$20,000 available in the High Five Grant, the expenses are \$19,150. The  
184 amounts are budgetary numbers and it is expected to be less.

185  
186 In response to Council President Cardoza, the benches will along the pathway instead  
187 of the water.  
188

189 Mayor Nelson asked who is putting in the rose garden at Winchester Park and who  
190 takes care of it.

191  
192 Mr. Withrow indicated it is already installed and the city maintains it.

193  
194 Council Member Stear asked about Nicholson Park having some additional sand  
195 being brought in since the beaches were becoming bare. Mr. Withrow was agreeable.

196  
197 Council Member Jones appreciates Mr. Withrow and asked if the picnic and fishing  
198 covers were different.

199  
200 Mr. Withrow said the fishing covers were about half the size and it would be like  
201 the one currently existing. The funds allocated in the budget are being used for a  
202 larger cover. He also answered Council Member Jones that he is working toward  
203 adding shade trees.

204

## 205 **8. Ordinances:**

206 *(Timestamp 00:23:20)*

207

### 208 **A. First Reading of Ordinance No. 2015-06**

209 *Consideration to approve ordinance.*

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

211

212 AN ORDINANCE AMENDING TITLE 7, CHAPTER 3, SECTION 10  
213 REGARDING THE POSSESSION OF FIREARMS IN THE SKATE PARK  
214 WHERE THE LANGUAGE IS REMOVED FROM THE SIGNAGE REQUIRED  
215 TO BE POSTED AT THE SKATE PARK; MAKING SEVERAL FORMATTING  
216 CHANGES, AND PROVIDING AN EFFECTIVE DATE.

217

218 Mr. Roats explained the Idaho Legislature passed a law pertaining to firearms. This  
219 ordinance provides the city is in compliance with the law.

220

221 Council member Jones asked if the sign had been corrected.

222

223 Mr. Roats indicated the signs will be up this spring.

224

225 Council President Cardoza asked about the consumption of alcohol beverages and  
226 would it be breaking city ordinance for an individual to drink alcohol.

227

228 Mr. Roats confirmed that was correct.

229

230 Council President Cardoza asked if it was too restrictive.

231

232 Mr. Roats responded that alcohol can be in the parks with a catering permit and the  
233 focus of the parks is toward families.

234

235 **Council Member Stear moved to dispense with the full reading and three consecutive**  
236 **readings of Ordinance No. 2015-06. Seconded by Council Member Buban-Vonder**  
237 **Haar, all voting aye. Motion carried 4-0.**  
238

239 **Council Member Stear moved to approve Ordinance No. 2015-06 Seconded by**  
240 **Council Member Buban-Vonder Haar with the following roll call vote:**  
241 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**  
242 **Voting No: None**  
243 **Absent: None**  
244 **Motion carried 4-0.**  
245

246 **Council Member Stear moved to approve a summary publication of Ordinance No.**  
247 **2015-06. Seconded by Council Member Buban-Vonder Haar, all voting aye.**  
248 **Motion carried 4-0.**  
249

250 **9. Mayor/Council Discussion Items:**

251 *(Timestamp 00:28:45)*  
252

253 Mayor Nelson asked if the Council had any discussion items.  
254

255 Council Member Jones asked about the status of filling the City Clerk position.  
256

257 Mayor Nelson said there is a hold to pay off the general fund of leave time that was  
258 accrued by the former City Clerk and the additional person put on to help cover with the  
259 absence of the Park Supervisor. When the gap is closer, the replacements will be hired.  
260

261 Mayor Nelson updated that he and staff were present at the Ada County Commissioners  
262 meeting and Commissioner Case thought the amount listed on the petition were  
263 misleading. He was educated that he needed to consider the homeowners exemption. It will  
264 be reviewed next Tuesday. P & Z Director Wendy Howell received a harsh letter about the  
265 line between Meridian and Kuna. Mayor Nelson said the city will respond with the facts  
266 and that previous documents were not agreed to by Kuna. He thinks if the letters need to be  
267 published to let the community know that the city is representing the citizens, they will be.  
268

269 Council Member Buban-Vonder Haar agreed so it is known that the city is not forcibly  
270 annexing as has been alluded to by Meridian.  
271

272 Council President Cardoza is surprised by Commissioner Case appears to not support  
273 Kuna but still likes him as an individual and isn't sure what Meridian may have said to  
274 him. It's a basic premise that individual property owners can make their choices.  
275

276 Mayor Nelson wasn't sure why Commissioner Case said he didn't know about the Kuna  
277 Recreation District because they had a previous conversation about it at a community  
278 event, mailings have been sent out and information is on the website and social media.  
279

280 Council Member Stear added that the House Bill up in front of the legislature doesn't  
281 preserve property owners rights as should be and doesn't like that direction.  
282

283 Council President Cardoza complimented Bob Bachman, Bldg. Maint & Insp. /Fleet Mgt.  
284 about the good work on the Historical Museum.

285  
286 Council Member Stear agreed that it looks very good.

287  
288 Council Member Buban-Vonder Haar indicated that it is a good time to review the leave  
289 time of employees and accrual. The leave transfer program could be reviewed and caps  
290 with vacation leave balances. Sick leave balances could be carried over.

291  
292 Mr. Roats explained that he is close to having the revised personnel manual done and  
293 expects to have council workshops in the next few weeks to make those decisions.

294  
295 Mayor Nelson said the policies will be included in the new manual.

296  
297 Council member Jones asked City Treasurer John Marsh if everyone quit at some point, is  
298 there a fund balance to cover the leave time for cash out.

299  
300 Mr. Marsh said there is not. The funds would have to come out of reserves. The assets can  
301 cover the liabilities of vacation hours.

302  
303 Council Member Buban-Vonder Haar asked if something could be considered for sick  
304 leave similar to the Federal Government and there is a credit at retirement.

305  
306 Mr. Roats agreed to include it for consideration.

307  
308 Mr. Law added that he has been meeting with his departments to manage the comp time  
309 and isn't sure what tools he has to deal with to get it back in order. Staff is being asked  
310 why time isn't offset during the week to reduce accruals of comp time on weekend on call.

311  
312 Mayor Nelson said that there will be a directors meeting to go over the changes and that is  
313 one of the items.

314  
315 Mr. Law updated council that there are 3 bids that will be opening on March 11<sup>th</sup> and  
316 presented in the next council meeting for a pressure irrigation mains, one sewer main and  
317 one for parking at the North Treatment plant and the sewer line along Hubbard road had  
318 some rock blasting and is progressing well. He is trying to get a drain line installation  
319 donated at Arbor Ridge Park but has been gone slowly.

320  
321 Mayor Nelson updated that it is being looked at and are trying to find some options. Grants  
322 will be looked at as well. He is open to ideas.

323  
324 In response to Council Member Jones, a 36-inch line needs to go in with manholes and  
325 boxes to connect into.

326  
327 Council President Cardoza said the Chief of the city of Star asked to borrow the road  
328 blocks for the 4<sup>th</sup> of July. Council was agreeable.

329  
330 **10. Announcements:**

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332  
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**11. Executive Session:**

**12. Adjournment: 7:55**

**Council Member Stear moved to adjourn the meeting at 7:55 p.m. Seconded by Council President Cardoza, all voting aye. Motion carried 4-0.**

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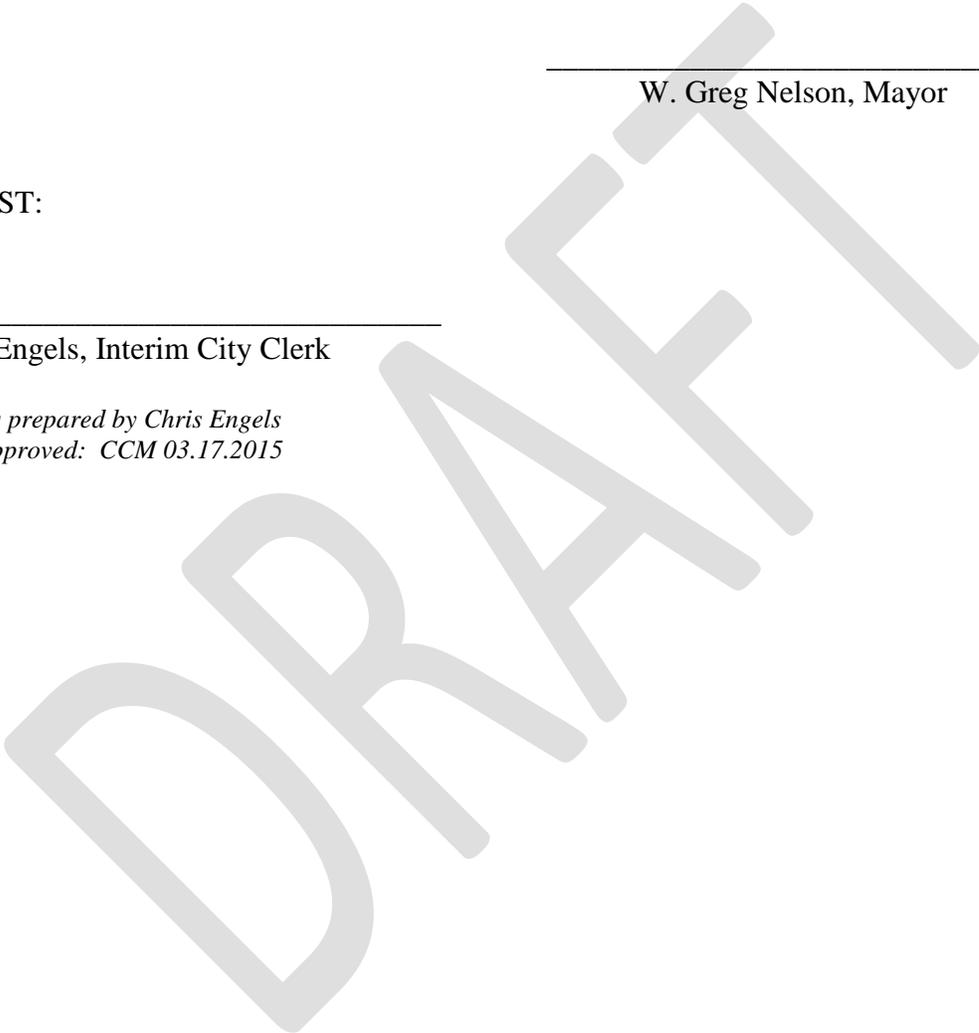
W. Greg Nelson, Mayor

ATTEST:

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Chris Engels, Interim City Clerk

*Minutes prepared by Chris Engels*  
*Date Approved: CCM 03.17.2015*



Payment Approval Report - City Council Approval  
Report dates: 2/27/2015-3/12/2015

City of Kuna

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
<b>A COMPANY, INC. - BOI</b>												
1463	A COMPANY, INC. - BOI	B-222690		<u>RENTAL HI TECH RESTROOM, CITY FARM, SN#CC979, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, SEWER, MAR 15</u>	03/08/2015	90.50	.00	<u>21-6212 RENT-EQUIPMENT</u>	0	3/15		
Total B-222690:						90.50	.00					
Total A COMPANY, INC. - BOI:						90.50	.00					
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0472241	2530	<u>DATE RECEIVED STAMP, ADMIN, JAN 15</u>	01/09/2015	41.56	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/15		
Total 0472241:						41.56	.00					
277	ABC STAMP, SIGNS & AWARDS	0472869		<u>NAME PLATE FOR NEW EMPLOYEE, J BRACE, P&amp;Z, JAN 15</u>	01/23/2015	13.95	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	1/15		
Total 0472869:						13.95	.00					
Total ABC STAMP, SIGNS & AWARDS:						55.51	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	020115030115		<u>ACHD IMPACT FEE TRANFER, MAR 15</u>	03/04/2015	32,934.00	32,934.00	<u>01-2510 ACHD IMPACT FEE TRANSFER</u>	0	3/15	03/05/2015	
Total 020115030115:						32,934.00	32,934.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						32,934.00	32,934.00					

Payment Approval Report - City Council Approval  
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City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	04102015		<u>PROSECUTORIAL SERVICES APRIL '15</u>	03/02/2015	4,475.00	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	3/15		
Total 04102015:						4,475.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,475.00	.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	5770		<u>SHERIFF SERVICES, MARCH 15</u>	03/03/2015	127,095.67	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	3/15		
Total 5770:						127,095.67	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						127,095.67	.00					
<b>ADVANCED COMMUNICATIONS, INC. dba DATATE</b>												
1566	ADVANCED COMMUNICATIONS, INC. dba DATATE	00211559		<u>ANNUAL MAINTENANCE ON PHONE SYSTEM, APR/MAY/JUNE, ADMIN, MAR 15</u>	02/01/2015	94.21	.00	<u>01-6255 TELEPHONE</u>	0	2/15		
1566	ADVANCED COMMUNICATIONS, INC. dba DATATE	00211559		<u>ANNUAL MAINTENANCE ON PHONE SYSTEM, APR/MAY/JUNE, P&amp;Z, MAR 15</u>	02/01/2015	31.41	.00	<u>01-6255 TELEPHONE</u>	1003	2/15		
1566	ADVANCED COMMUNICATIONS, INC. dba DATATE	00211559		<u>ANNUAL MAINTENANCE ON PHONE SYSTEM, APR/MAY/JUNE, WATER, MAR 15</u>	02/01/2015	77.07	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/15		
1566	ADVANCED COMMUNICATIONS, INC. dba DATATE	00211559		<u>ANNUAL MAINTENANCE ON PHONE SYSTEM, APR/MAY/JUNE, SEWER, MAR 15</u>	02/01/2015	100.63	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	2/15		
1566	ADVANCED COMMUNICATIONS, INC. dba DATATE	00211559		<u>ANNUAL MAINTENANCE ON PHONE SYSTEM, APR/MAY/JUNE, PI, MAR 15</u>	02/01/2015	32.68	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/15		

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 00211559:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC. dba DATATE:						336.00	.00					
<b>AMERICAN WATER WORKS ASSOC.</b>												
1016	AMERICAN WATER WORKS ASSOC.	7000973393		<u>MEMBER RENEW. MAY 2015 TO APR 2016 - C DEYOUNG, WATER</u>	01/26/2015	85.00	.00	20-6075 DUES & MEMBERSHIPS	0	1/15		
Total 7000973393:						85.00	.00					
Total AMERICAN WATER WORKS ASSOC.:						85.00	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	25276		<u>LAB TESTING, FEB.'15 - WATER</u>	02/28/2015	253.80	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 25276:						253.80	.00					
1	ANALYTICAL LABORATORIES	25277		<u>LAB TESTING, FEB.'15 - SEWER</u>	02/28/2015	779.40	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 25277:						779.40	.00					
Total ANALYTICAL LABORATORIES:						1,033.20	.00					
<b>AUTOZONE, INC.</b>												
1606	AUTOZONE, INC.	4126702254 03	2668	<u>1 BRAKE ROTOR FOR TRUCK #4, B BACHMAN, SEWER, MARCH 15</u>	03/03/2015	22.47	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/15		
1606	AUTOZONE, INC.	4126702254 03	2668	<u>1 BATTERY FOR TRUCK #9, B BACHMAN, PARKS, MARCH 15</u>	03/03/2015	100.49	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/15		
Total 4126702254 03:						122.96	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1606	AUTOZONE, INC.	4126702298 07	2670	<u>WHEEL BEARING FOR TRUCK #4. B.GILLOGLY, SEWER, MAR.'15</u>	03/03/2015	94.40	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	3/15		
Total 4126702298 07:						94.40	.00					
Total AUTOZONE, INC.:						217.36	.00					
<b>BHS SPECIALTY CHEMICALS</b>												
512	BHS SPECIALTY CHEMICALS	51178	2623	<u>30 GAL. CHLORINE FOR WELLS, R.JONES, WATER, FEB.'15</u>	02/23/2015	751.93	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total 51178:						751.93	.00					
Total BHS SPECIALTY CHEMICALS:						751.93	.00					
<b>BOB BACHMAN</b>												
1041	BOB BACHMAN	022315		<u>REIMBURSE LUNCHES DURING TRAINING &amp; SCHOOLING, IBOA, FEB 15</u>	02/23/2015	23.98	.00	<u>01-6265 TRAINING &amp; SCH00LING</u>	1004	2/15		
Total 022315:						23.98	.00					
Total BOB BACHMAN:						23.98	.00					
<b>BOISE-KUNA IRRIGATION DISTRICT</b>												
12	BOISE-KUNA IRRIGATION DISTRICT	04012015		<u>IRRIGATION FOR KUNA TOWNSITE DUE APRIL 1, 2015</u>	03/06/2015	82,827.97	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	3/15		
Total 04012015:						82,827.97	.00					
Total BOISE-KUNA IRRIGATION DISTRICT:						82,827.97	.00					
<b>BUSY BEE SAND &amp; GRAVEL</b>												
10	BUSY BEE SAND & GRAVEL	475153	2673	<u>2 TRUCK LOADS OF SAND FOR THE EAST GREENBELT EXTENSION PROJECT, M.DAVILA, WATER, MAR.'15</u>	03/04/2015	24.82	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	3/15		



Payment Approval Report - City Council Approval  
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			15		02/25/2015	21.59	.00	21-6255 TELEPHONE EXPENSE	0	2/15		
62	CENTURYLINK	022515-03241		DEDICATED LANDLINE, FEB- MARCH, PI, SCADA, FEB 15	02/25/2015	7.00	.00	25-6255 TELEPHONE EXPENSE	0	2/15		
Total 022515-032415S:						45.12	.00					
62	CENTURYLINK	022515-03241		DEDICATED LANDLINE, FEB- MARCH, SC, FEB 15	02/25/2015	49.69	.00	01-6255 TELEPHONE	1001	2/15		
Total 022515-032415SC:						49.69	.00					
62	CENTURYLINK	022515-03241		DEDICATED LANDLINE, WATER, FEB-MARCH, FEB 15	02/25/2015	40.10	.00	20-6255 TELEPHONE EXPENSE	0	2/15		
62	CENTURYLINK	022515-03241		DEDICATED LANDLINE, PI, FEB -MARCH, FEB 15	02/25/2015	10.02	.00	25-6255 TELEPHONE EXPENSE	0	2/15		
Total 022515-032415W:						50.12	.00					
Total CENTURYLINK:						144.93	.00					
<b>CHRISTINE MCDANIEL</b>												
1274	CHRISTINE MCDANIEL	021715		WWC1-17790 LICENSE RENEWAL APPLICATION FEE, SEWER, MAR 15	02/17/2015	30.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	3/15		
Total 021715:						30.00	.00					
Total CHRISTINE MCDANIEL:						30.00	.00					
<b>DIGLINE</b>												
25	DIGLINE	0051351-IN		DIG FEES, WATER, FEB 15	02/28/2015	36.79	.00	20-6065 DIG LINE EXPENSE	0	2/15		

City of Kuna

## Payment Approval Report - City Council Approval

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25	DIGLINE	0051351-IN		<u>DIG FEES, SEWER, FEB 15</u>	02/28/2015	43.78	.00	21-6065 DIG LINE EXPENSE	0	2/15		
25	DIGLINE	0051351-IN		<u>DIG FEES, PI, FEB 15</u>	02/28/2015	15.31	.00	25-6065 DIG LINE EXPENSE	0	2/15		
Total 0051351-IN:						95.88	.00					
Total DIGLINE:						95.88	.00					
<b>ED STAUB &amp; SONS PETROLEUM, INC</b>												
1731	ED STAUB & SONS PETROLEUM, INC	0015348-IN		<u>REPLACED PILOT ASSEMBLY ON RAZNOR UNIT HEATER, B WITHROW, PARKS, FEB 15</u>	02/23/2015	189.62	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/15		
Total 0015348-IN:						189.62	.00					
Total ED STAUB & SONS PETROLEUM, INC:						189.62	.00					
<b>ENERGY LABORATORIES, INC.</b>												
1677	ENERGY LABORATORIES, INC.	350230490		<u>WELL #11 LAB TESTS, G LAW, WATER, FEB 15</u>	02/20/2015	3,938.64	.00	20-6020 CAPITAL IMPROVEMENTS	0	2/15		
Total 350230490:						3,938.64	.00					
Total ENERGY LABORATORIES, INC.:						3,938.64	.00					
<b>ESRI</b>												
807	ESRI	92938061	2560	<u>ADDITIONAL ARC GIS LICENSE, P &amp; Z, JAN.'15</u>	02/12/2015	1,350.00	.00	01-6075 DUES & MEMBERSHIPS	1003	2/15		
Total 92938061:						1,350.00	.00					
Total ESRI:						1,350.00	.00					
<b>EUTEK SYSTEMS, INC.</b>												
1644	EUTEK SYSTEMS, INC.	0012150-IN	2534	<u>CLARIFIER BAFFLE, B LOCK KNICKEL PLATED, FOR GRIT SNAIL, SEWER, M NADEAU, JAN 15</u>	02/25/2015	921.38	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/15		

City of Kuna

## Payment Approval Report - City Council Approval

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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 0012150-IN:						921.38	.00					
1644	EUTEK SYSTEMS, INC.	0012154-IN	2608	<u>GASKETS (FLANGE BEARING AND SUPPORT). FOR THE GRID SNAIL, M.NADEAU, SEWER, FEB.'15</u>	02/26/2015	71.69	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	2/15		
Total 0012154-IN:						71.69	.00					
Total EUTEK SYSTEMS, INC.:						993.07	.00					
<b>FERGUSON WATERWORKS #1701</b>												
219	FERGUSON WATERWORKS #1701	0606515	2625	<u>ITEMS FOR EAST GREENBELT PROJECT, P.I., J.WEBB, FEB.'15</u>	02/17/2015	192.79	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total 0606515:						192.79	.00					
219	FERGUSON WATERWORKS #1701	0606601	2638	<u>2 EA. HYDRANT REPAIR KITS, 1 FOR REPAIRS, 1 FOR STOCK, R.JONES, WATER, FEB.'15</u>	02/23/2015	873.88	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total 0606601:						873.88	.00					
Total FERGUSON WATERWORKS #1701:						1,066.67	.00					
<b>H.D. FOWLER COMPANY</b>												
1552	H.D. FOWLER COMPANY	13851087		<u>6 EA 1/4 BRASS PLUS, HYDRANT REPAIR, WATER, FEB 15</u>	02/23/2015	6.48	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total 13851087:						6.48	.00					
1552	H.D. FOWLER COMPANY	13853726		<u>1 EA MAIN VALVE, 1 EA VALVE SEAT FOR WATEROUS PACER INCLUDES UPPER AND LOWER O RINGS, 1 EA DRAIN PLUNGER, WATER, FEB 15</u>	02/26/2015	487.17	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		

City of Kuna  
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Total I3853726:						487.17	.00					
Total H.D. FOWLER COMPANY:						493.65	.00					
<b>HD SUPPLY WATERWORKS LTD</b>												
63	HD SUPPLY WATERWORKS LTD	D497425		<u>14" COVER GASKET, MIXED LIQUOR PUMP #3 REPAIR, SEWER, FEB 15</u>	02/03/2015	35.00	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	2/15		
Total D497425:						35.00	.00					
63	HD SUPPLY WATERWORKS LTD	D571961	2622	<u>16 EA 20 FT PIPE, GREENBELT EXTENSION, PI. M DAVILLA, FEB 15</u>	02/18/2015	2,234.08	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total D571961:						2,234.08	.00					
Total HD SUPPLY WATERWORKS LTD:						2,269.08	.00					
<b>HOME DEPOT CREDIT SERVICES</b>												
29	HOME DEPOT CREDIT SERVICES	1020567	2538	<u>FLOORING, MASKING TAPE, LIGHTS, SHEET ROCK COMPOUND, CAULKING, MASKING PAPER FOR HISTORY CENTER, B.BACHMAN, JAN.'15</u>	01/13/2015	776.18	.00	<u>03-6367 EXPEND.- ICF HISTORICAL GRANT</u>	0	1/15		
Total 1020567:						776.18	.00					
29	HOME DEPOT CREDIT SERVICES	1023506	2616	<u>WOOD, DOOR SEAL, THRESHHOLD, DOOR LOCKS, FOR THE HISTORY CENTER, B.BACHMAN, PARKS, FEB.'15</u>	02/12/2015	423.90	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	2/15		
Total 1023506:						423.90	.00					
29	HOME DEPOT CREDIT SERVICES	1080731	2674	<u>1 (NEW) GE MICROWAVE FOR ALL ADMIN, MAR 15</u>	03/04/2015	119.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/15		

Payment Approval Report - City Council Approval  
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Total 1080731:						119.00	.00					
29	HOME DEPOT CREDIT SERVICES	2175243		<u>RETURN DAMAGED MICROWAVE FOR ALL ADMIN. MAR 15</u>	03/03/2015	-89.96	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/15		
Total 2175243:						-89.96	.00					
29	HOME DEPOT CREDIT SERVICES	3091637	2663	<u>1 MICROWAVE FOR ALL ADMIN. MAR15</u>	03/02/2015	89.96	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/15		
Total 3091637:						89.96	.00					
29	HOME DEPOT CREDIT SERVICES	6091422	2656	<u>6 EA. LIGHT BULBS FOR CITY HALL. FEB.'15</u>	02/27/2015	71.82	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	3/15		
29	HOME DEPOT CREDIT SERVICES	6091422	2656	<u>2 EA. SECURITY LIGHT REPLACEMENTS. SR. CTR. FEB.'15</u>	02/27/2015	179.94	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	3/15		
Total 6091422:						251.76	.00					
29	HOME DEPOT CREDIT SERVICES	6174996	2655	<u>RETURN 3 EA. DOOR HANDLES. 1 EA. THERMOSTAT. HISTORY BLDG. B.BACHMAN. FEB.'15</u>	02/27/2015	-237.74	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/15		
Total 6174996:						-237.74	.00					
29	HOME DEPOT CREDIT SERVICES	8590352	2571	<u>LAKESHORE PECAN LAMINATED FLOORING. 2 EA 14" LED SQUARE LITHONIA LIGHTS. ICF GRANT HISTORICAL CENTER. JAN 15</u>	01/26/2015	177.21	.00	<u>03-6367 EXPEND.-ICF HISTORICAL GRANT</u>	0	1/15		
Total 8590352:						177.21	.00					
Total HOME DEPOT CREDIT SERVICES:						1,510.31	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	MARCH2015		<u>CONTRACT SERVICES - APRIL 15</u>	03/01/2015	4,764.58	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	3/15		
Total MARCH2015:						4,764.58	.00					
Total IDAHO HUMANE SOCIETY:						4,764.58	.00					
<b>IDAHO TRANSPORTATION DEPT.</b>												
180	IDAHO TRANSPORTATION DEPT.	9326352		<u>REGISTRATION FOR C18921 &amp; ERJ019. B.BACHMAN. JAN.'15</u>	01/12/2015	46.00	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/15		
Total 9326352:						46.00	.00					
Total IDAHO TRANSPORTATION DEPT.:						46.00	.00					
<b>INTEGRA TELECOM</b>												
1411	INTEGRA TELECOM	12789109		<u>MONTHLY TELEPHONE NETWORK, ADMIN, MAR 15</u>	03/01/2015	363.85	.00	<u>01-6255 TELEPHONE</u>	0	3/15		
1411	INTEGRA TELECOM	12789109		<u>MONTHLY TELEPHONE NETWORK, P&amp;Z, MAR 15</u>	03/01/2015	121.33	.00	<u>01-6255 TELEPHONE</u>	1003	3/15		
1411	INTEGRA TELECOM	12789109		<u>MONTHLY TELEPHONE NETWORK, WATER, MAR 15</u>	03/01/2015	297.67	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	3/15		
1411	INTEGRA TELECOM	12789109		<u>MONTHLY TELEPHONE NETWORK, SEWER, MAR 15</u>	03/01/2015	388.63	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	3/15		
1411	INTEGRA TELECOM	12789109		<u>MONTHLY TELEPHONE NETWORK, PI, MAR 15</u>	03/01/2015	126.13	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	3/15		
Total 12789109:						1,297.61	.00					
Total INTEGRA TELECOM:						1,297.61	.00					

Payment Approval Report - City Council Approval  
Report dates: 2/27/2015-3/12/2015

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	81884		<u>REMOVED OLD DATA OFF CHAMBER PC, SET UP NEW PC, WORKED ON NETWORK, ADMIN, FEB 15</u>	02/22/2015	430.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	2/15		
Total 81884:						430.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	81995		<u>FIXED PROBLEM WITH ADOBE ON CHAMBER PC, WORKED ON INTERNET SCHEDULE WITH ATTORNEY, ADMIN, FEB 15</u>	02/28/2015	68.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	2/15		
Total 81995:						68.80	.00					
Total INTEGRINET SOLUTIONS, INC.:						498.80	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	013015-03021		<u>NATURAL GAS CONSUMPTION NWWTP, 01-30-15 TO 03-02-15, SEWER, JAN 15</u>	01/30/2015	1,152.44	.00	21-6290 UTILITIES EXPENSE	0	1/15		
Total 013015-030215NW:						1,152.44	.00					
Total INTERMOUNTAIN GAS CO:						1,152.44	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	022115-03021		<u>DISPOSAL/REMOVAL OF SLUDGE, JAN 21 TO MAR 2, SEWER, FEB 15</u>	02/27/2015	7,920.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/15		
Total 022115-030215:						7,920.00	.00					
230	J & M SANITATION, INC.	02272015-030		<u>SANITATION RECEIPT TRANSFER 02-27-2015 TO 03-05-2015, MARCH 15</u>	03/06/2015	24,009.21	24,009.21	26-7000 SOLID WASTE SERVICE FEES	0	3/15	03/06/2015	
230	J & M SANITATION, INC.	02272015-030		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 02-27-2015 TO 03-05-2015, MARCH 15</u>	03/06/2015	-2,372.11	-2,372.11	01-4170 FRANCHISE FEES	0	3/15	03/06/2015	

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 02272015-03052015:						21,637.10	21,637.10					
Total J & M SANITATION, INC.:						29,557.10	21,637.10					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	1923175		<u>ELECTRONIC BANK FEES, ADMIN, FEB 15</u>	02/28/2015	64.01	.00	01-6505 BANK FEES	0	2/15		
1328	JACK HENRY & ASSOCIATES, INC.	1923175		<u>ELECTRONIC BANK FEES, P&amp;Z, FEB 15</u>	02/28/2015	1.57	.00	01-6505 BANK FEES	1003	2/15		
1328	JACK HENRY & ASSOCIATES, INC.	1923175		<u>ELECTRONIC BANK FEES, WATER, FEB 15</u>	02/28/2015	79.96	.00	20-6505 BANK FEES	0	2/15		
1328	JACK HENRY & ASSOCIATES, INC.	1923175		<u>ELECTRONIC BANK FEES, SEWER, FEB 15</u>	02/28/2015	131.95	.00	21-6505 BANK FEES	0	2/15		
1328	JACK HENRY & ASSOCIATES, INC.	1923175		<u>ELECTRONIC BANK FEES, PI, FEB 15</u>	02/28/2015	31.60	.00	25-6505 BANK FEES	0	2/15		
Total 1923175:						309.09	.00					
Total JACK HENRY & ASSOCIATES, INC.:						309.09	.00					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0092421		<u>KUNA WASTEWATER REUSE PROJECT PERMIT APPLICATION, MEETINGS, PREPARE DRAFT RECYCLED WATER PERMIT APP., G.LAW, SEWER, MAR 15</u>	02/19/2015	4,515.60	.00	21-6020 CAPITAL IMPROVEMENTS	0	2/15		
Total 0092421:						4,515.60	.00					
1236	J-U-B ENGINEERS, INC.	0092424		<u>NWWTP PARKING DESIGN IMPROVEMENTS, G LAW, WATER, FEB 15</u>	02/19/2015	2,572.19	.00	20-6020 CAPITAL IMPROVEMENTS	0	2/15		
1236	J-U-B ENGINEERS, INC.	0092424		<u>NWWTP PARKING DESIGN IMPROVEMENTS, G LAW, SEWER, FEB 15</u>	02/19/2015	2,572.19	.00	21-6020 CAPITAL IMPROVEMENTS	0	2/15		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 2/27/2015-3/12/2015

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
1236	J-U-B ENGINEERS, INC.	0092424		<u>NWWTP PARKING DESIGN IMPROVEMENTS. G.LAW, PL. FEB 15</u>	02/19/2015	979.87	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	2/15		
Total 0092424:						6,124.25	.00					
Total J-U-B ENGINEERS, INC.:						10,639.85	.00					
<b>KENDALL FORD OF MERIDIAN LLC</b>												
1616	KENDALL FORD OF MERIDIAN LLC	165011467 1	2636	<u>OIL FILTER AND OIL FOR TRUCK #24. B.GILLOGLY, FEB.'15</u>	02/23/2015	83.76	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	2/15		
Total 165011467 1:						83.76	.00					
Total KENDALL FORD OF MERIDIAN LLC:						83.76	.00					
<b>KUNA LOCK &amp; KEY</b>												
740	KUNA LOCK & KEY	212511	2637	<u>RE-KEYED THE HISTORY CENTER. P.KAUFMAN. FEB.'15</u>	02/23/2015	57.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/15		
Total 212511:						57.00	.00					
Total KUNA LOCK & KEY:						57.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A72462	2645	<u>WOOD FOR REPLACEMENT OF SLATS ON PARK BENCH, N.PURKEY, FEB.'15</u>	02/24/2015	6.28	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	2/15		
Total A72462:						6.28	.00					
499	KUNA LUMBER	A72497	2648	<u>2"X8" BOARDS TO REPLACE BROKEN BOARDS ON BENCHES AT THE BALL PARK. B.GILLOGLY, PARKS, FEB.'15</u>	02/26/2015	23.89	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	2/15		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 2/27/2015-3/12/2015

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 A72497:						23.89	.00					
499	KUNA LUMBER	A72588	2672	<u>20 EA. CEDAR SLATS TO REPAIR THE FENCE AT THE BALL FIELDS. P.KAUFMAN, PARKS, MAR.'15</u>	03/03/2015	59.80	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/15		
Total A72588:						59.80	.00					
499	KUNA LUMBER	A72637	2677	<u>2 BAGS CONCRETE, GREENBELT PI PROJECT, J MORFIN, PI, MAR 15</u>	03/05/2015	7.58	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	3/15		
Total A72637:						7.58	.00					
499	KUNA LUMBER	B73587	2634	<u>1 EA REPLACEMENT FISH TAPE TO PULL ELECTRICAL WIRES THROUGH CONDUIT, SEWER TRUCK, C KNIGHT, FEB 15</u>	02/19/2015	30.59	.00	<u>21-6175 SMALL TOOLS</u>	0	3/15		
Total B73587:						30.59	.00					
499	KUNA LUMBER	B74467	2678	<u>7 BAGS OF CONCRETE FOR GREENBELT PI, J MORFIN, MAR 15</u>	03/06/2015	26.53	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	3/15		
Total B74467:						26.53	.00					
499	KUNA LUMBER	E6083	2669	<u>PAINT FOR THE PARK PICNIC TABLES, P.KAUFMAN, PARKS, MAR.'15</u>	03/03/2015	236.67	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/15		
Total E6083:						236.67	.00					
Total KUNA LUMBER:						391.34	.00					

City of Kuna  
Payment Approval Report - City Council Approval  
Report dates: 2/27/2015-3/12/2015

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>KUNA TRUE VALUE HARDWARE</b>												
43	KUNA TRUE VALUE HARDWARE	134310	2654	<u>GOPHER POISON AND ORANGE PAINT FOR THE FARM, C.MCDANIEL, SEWER, FEB.'15</u>	02/27/2015	27.75	.00	<u>21-6090 FARM EXPENDITURES</u>	0	2/15		
Total 134310:						27.75	.00					
43	KUNA TRUE VALUE HARDWARE	134319	2657	<u>1 PAINT STICK, 2 PK AA BATTERIES, ADHESIVE, MISC FOR LAGOONS, C KNIGHT, SEWER, FEB.'15</u>	02/27/2015	37.62	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total 134319:						37.62	.00					
Total KUNA TRUE VALUE HARDWARE:						65.37	.00					
<b>KUNA WELDING</b>												
46	KUNA WELDING	1969	2595	<u>SHAFT PRESSED OUT OF ARM SWING FOR CHECK VALVE, M NADEAU, SEWER, JAN 15</u>	02/03/2015	15.37	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	2/15		
Total 1969:						15.37	.00					
Total KUNA WELDING:						15.37	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800140752	2685	<u>2 EA TIRES FOR THE KABOTA, B.GILLOGLY, MAR.'15 - PARKS</u>	03/10/2015	242.82	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	3/15		
Total 12800140752:						242.82	.00					
Total LES SCHWAB TIRES:						242.82	.00					
<b>LYNCH OIL, INC. dba</b>												
1670	LYNCH OIL, INC. dba	19774	2667	<u>1609 GAL UNLEADED @ 1.97749 PER GAL PLUS TAX, TRANSFER FEE, AND OIL SPILL FEE, T SHAFER, SEWER, MARCH 15</u>	03/05/2015	3,602.87	.00	<u>21-6300 FUEL</u>	0	3/15		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 2/27/2015-3/12/2015

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 19774:						3,602.87	.00					
Total LYNCH OIL, INC. dba:						3,602.87	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	078170	2635	<u>1 TAIL LIGHT, PLUG, AND LAMP FOR SEWER TRUCK #3, B GILLOGLY, SEWER, FEB.'15</u>	02/23/2015	8.04	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	2/15		
Total 078170:						8.04	.00					
470	PARTS, INC.	078495		<u>1 EA. BULB FOR SEWER TRUCK #23, B.GILLOGLY, FEB.'15</u>	02/27/2015	3.16	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	2/15		
Total 078495:						3.16	.00					
470	PARTS, INC.	078688	2664	<u>FIX A FLAT FOR PARKS KABOTA, B GILLOGLY, PARKS, MAR 15</u>	03/02/2015	12.87	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	3/15		
Total 078688:						12.87	.00					
Total PARTS, INC.:						24.07	.00					
<b>PAULS MARKET</b>												
56	PAULS MARKET	007091101051		<u>3 EA. CONTAINERS OF ISOPROPYL ALCOHOL FOR THE LAGOON 9 LEVEL STAFF REPAIR, C.KNIGHT, SEWER, FEB.'15</u>	02/12/2015	5.67	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total 00709110105100204:						5.67	.00					
56	PAULS MARKET	009005670847		<u>2 EA. BOTTLES OF COLA FOR FIRE HYDRANT REPAIR, R.FORD, FEB.'15 - WATER</u>	02/19/2015	3.98	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		

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 00900567084700201:						3.98	.00					
Total PAULS MARKET:						9.65	.00					
<b>RENTAL CONNECTION</b>												
893	RENTAL CONNECTION	36127		<u>1 EA. CYLINDER REFILL FOR THE WELDER, ARGON, PARKS, NOV.'14</u>	11/24/2014	7.75	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	11/14		
Total 36127:						7.75	.00					
893	RENTAL CONNECTION	36251		<u>1 EA. CYLINDER REFILL FOR THE WELDER, ARGON, PARKS, DEC.'14</u>	12/23/2014	7.75	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	12/14		
Total 36251:						7.75	.00					
893	RENTAL CONNECTION	36407		<u>1 EA. CYLINDER REFILL FOR THE WELDER, ARGON, PARKS, JAN.'15</u>	01/23/2015	7.75	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	1/15		
Total 36407:						7.75	.00					
893	RENTAL CONNECTION	36473	2684	<u>1 ROLLWIRE FOR WELDER TO WORK ON FLEET, B GILLOGLY, MAR 15</u>	03/10/2015	21.52	.00	<u>01-6175 SMALL TOOLS</u>	1004	3/15		
Total 36473:						21.52	.00					
Total RENTAL CONNECTION:						44.77	.00					
<b>RIDLEY'S FOOD CORP dba</b>												
1673	RIDLEY'S FOOD CORP dba	004000441235	2626	<u>COOKIES AND FRUIT FOR THE STATE OF THE CITY ADDRESS, C.ENGELS, FEB.'15</u>	02/18/2015	79.89	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	2/15		
1673	RIDLEY'S FOOD CORP dba	004000441235	2626	<u>CREDIT REMAINING ON ACCOUNT - 12/31/14</u>	02/18/2015	-37.39	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	2/15		

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 004000441235-448:						42.50	.00					
Total RIDLEY'S FOOD CORP dba:						42.50	.00					
<b>SIMPLOT PARTNERS</b>												
491	SIMPLOT PARTNERS	216016302		<u>120 BAGS OF 19-4-4 FERTILIZER, NITRA KING, B.WITHROW, MAR.'15 - PARKS</u>	03/06/2015	1,659.00	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/15		
491	SIMPLOT PARTNERS	216016302		<u>120 BAGS OF 19-4-4 FERTILIZER, NITRA KING, B.WITHROW, MAR.'15 - WATER</u>	03/06/2015	258.33	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	3/15		
491	SIMPLOT PARTNERS	216016302		<u>120 BAGS OF 19-4-4 FERTILIZER, NITRA KING, B.WITHROW, MAR.'15 - SEWER</u>	03/06/2015	113.76	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	3/15		
491	SIMPLOT PARTNERS	216016302		<u>120 BAGS OF 19-4-4 FERTILIZER, NITRA KING, B.WITHROW, MAR.'15 - P.I</u>	03/06/2015	338.91	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	3/15		
Total 216016302:						2,370.00	.00					
Total SIMPLOT PARTNERS:						2,370.00	.00					
<b>STAPLES ADVANTAGE</b>												
1292	STAPLES ADVANTAGE	3257269652	2612	<u>2 REAMS CARD STOCK PAPER, T.KESNER, P &amp; Z, FEB.'15</u>	02/14/2015	18.62	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	2/15		
1292	STAPLES ADVANTAGE	3257269652	2612	<u>1 EA. MECHANICAL PENCIL, 1 CASE COPY PAPER, CITY HALL, ADMIN, FEB.'15</u>	02/14/2015	45.13	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/15		
Total 3257269652:						63.75	.00					
Total STAPLES ADVANTAGE:						63.75	.00					
<b>TIM GORDON</b>												
997	TIM GORDON	040115		<u>CITY HALL RENT, APRIL 2015, ADMIN</u>	03/17/2015	1,285.06	.00	<u>01-6211 RENT- BUILDINGS &amp; LAND</u>	0	3/15		

City of Kuna  
Payment Approval Report - City Council Approval  
Report dates: 2/27/2015-3/12/2015

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
997	TIM GORDON	040115		<u>CITY HALL RENT, APRIL 2015, P&amp;Z</u>	03/17/2015	428.51	.00	01-6211 RENT-BUILDINGS & LAND	1003	3/15		
997	TIM GORDON	040115		<u>CITY HALL RENT, APRIL 2015, WATER</u>	03/17/2015	1,051.79	.00	20-6211 RENT-BUILDINGS & LAND	0	3/15		
997	TIM GORDON	040115		<u>CITY HALL RENT, APRIL 2015, SEWER</u>	03/17/2015	1,372.60	.00	21-6211 RENT - BUILDINGS & LAND	0	3/15		
997	TIM GORDON	040115		<u>CITY HALL RENT, APRIL 2015, PI</u>	03/17/2015	445.01	.00	25-6211 RENT - BUILDINGS & LAND	0	3/15		
Total 040115:						4,582.97	.00					
Total TIM GORDON:						4,582.97	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	640750504182	2633	<u>1 ROLL STAMPS, POSTAGE METER INOPERABLE, L.MAYHUGH, FEB.'15</u>	02/19/2015	49.00	.00	01-6190 POSTAGE & BILLING	0	2/15		
Total 64075050418210580475:						49.00	.00					
1444	U.S. BANK (VISA)	921550438945	2615	<u>UNITED WATER/AMERICAN WATER WORKS, DRINKING WATER DISINFECTION TRAINING-R.JONES, J. MORFIN, D.CROSSLEY, WATER, MAR.'15</u>	02/12/2015	180.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	2/15		
Total 92155043894523372854:						180.00	.00					
Total U.S. BANK (VISA):						229.00	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	447560		<u>OIL FOR EQUIPMENT, B.WITHROW, PARKS, MAR.'15</u>	03/02/2015	190.36	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/15		
316	UNITED OIL	447560		<u>OIL FOR EQUIPMENT, B.WITHROW, WATER, MAR.'15</u>	03/02/2015	251.27	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/15		

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
316	UNITED OIL	447560		<u>OIL FOR EQUIPMENT, B.WITHROW, SEWER, MAR.'15</u>	03/02/2015	251.27	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/15		
316	UNITED OIL	447560		<u>OIL FOR EQUIPMENT, B.WITHROW, P.I. MAR.'15</u>	03/02/2015	68.55	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/15		
Total 447560:						761.45	.00					
Total UNITED OIL:						761.45	.00					
<b>UNIVAR USA, INC.</b>												
1410	UNIVAR USA, INC.	NA364625		<u>CREDIT ON 1 RETURNABLE SODIUM HYPOCHLORITE CONTAINER, REFERENCE NA561977, FEB.'15</u>	02/27/2015	-700.00	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total NA364625:						-700.00	.00					
1410	UNIVAR USA, INC.	NA562708	2647	<u>2 TOTES SODIUM HYPOCHLORITE PLUS 2 RETURNABLE DEPOSITS AND TRANSPORTATION CHARGES, T.SHAFER, SEWER, FEB.'15</u>	02/27/2015	2,902.20	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total NA562708:						2,902.20	.00					
1410	UNIVAR USA, INC.	NA562728	2647	<u>2 TOTES SODIUM HYPOCHLORITE PLUS RETURNABLE DEPOSITS AND THE TRANSPORTATION SURCHARGE, M. NADEAU, FEB.'15 - SEWER</u>	02/27/2015	6,728.51	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/15		
Total NA562728:						6,728.51	.00					
Total UNIVAR USA, INC.:						8,930.71	.00					

**VALLI INFORMATION SYSTEMS, INC**

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
857	VALLI INFORMATION SYSTEMS, INC	28974		<u>ESTATEMENT AND POSTAGE, FEB.'15 - ADMIN</u>	02/28/2015	759.93	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	2/15		
857	VALLI INFORMATION SYSTEMS, INC	28974		<u>ESTATEMENT AND POSTAGE, FEB.'15 - WATER</u>	02/28/2015	1,059.24	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	2/15		
857	VALLI INFORMATION SYSTEMS, INC	28974		<u>ESTATEMENT AND POSTAGE, FEB.'15 - SEWER</u>	02/28/2015	1,382.63	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	2/15		
857	VALLI INFORMATION SYSTEMS, INC	28974		<u>ESTATEMENT AND POSTAGE, FEB.'15 - P.I</u>	02/28/2015	448.22	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	2/15		
Total 28974:						3,650.02	.00					
857	VALLI INFORMATION SYSTEMS, INC	28975		<u>LOCKBOX TRANSACTIONS, POSTAGE, AND ESTATEMENT MONTHLY MAINTENANCE, FEB.'15 - ADMIN</u>	02/28/1975	73.92	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	2/15		
857	VALLI INFORMATION SYSTEMS, INC	28975		<u>LOCKBOX TRANSACTIONS, POSTAGE, AND ESTATEMENT MONTHLY MAINTENANCE, FEB.'15 - WATER</u>	02/28/1975	103.03	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	2/15		
857	VALLI INFORMATION SYSTEMS, INC	28975		<u>LOCKBOX TRANSACTIONS, POSTAGE, AND ESTATEMENT MONTHLY MAINTENANCE, FEB.'15 - SEWER</u>	02/28/1975	134.49	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	2/15		
857	VALLI INFORMATION SYSTEMS, INC	28975		<u>LOCKBOX TRANSACTIONS, POSTAGE, AND ESTATEMENT MONTHLY MAINTENANCE, FEB.'15 - P.I</u>	02/28/1975	43.60	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	2/15		
Total 28975:						355.04	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,005.06	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9741397136		<u>CELL PHONE SERVICE FOR 1/29/15-2/28/15 - PARKS</u>	02/28/2015	196.68	.00	<u>01-6255 TELEPHONE</u>	1004	2/15		
1575	VERIZON WIRELESS	9741397136		<u>CELL PHONE SERVICE FOR 1/29/15-2/28/15 - BUILDING INSPECTION</u>	02/28/2015	50.82	.00	<u>01-6255 TELEPHONE</u>	1005	2/15		

City of Kuna  
Payment Approval Report - City Council Approval  
Report dates: 2/27/2015-3/12/2015

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
1575	VERIZON WIRELESS	9741397136		<u>CELL PHONE SERVICE FOR 1/29/15-2/28/15 - WATER</u>	02/28/2015	309.23	.00	20-6255 TELEPHONE EXPENSE	0	2/15		
1575	VERIZON WIRELESS	9741397136		<u>CELL PHONE SERVICE FOR 1/29/15-2/28/15 - SEWER</u>	02/28/2015	541.61	.00	21-6255 TELEPHONE EXPENSE	0	2/15		
1575	VERIZON WIRELESS	9741397136		<u>CELL PHONE SERVICE FOR 1/29/15-2/28/15 - P.I</u>	02/28/2015	92.04	.00	25-6255 TELEPHONE EXPENSE	0	2/15		
Total 9741397136:						1,190.38	.00					
1575	VERIZON WIRELESS	9741476097		<u>CELL PHONE SERVICE FOR 2/2/15-3/1/15 - PARKS</u>	03/01/2015	56.17	.00	01-6255 TELEPHONE	1004	2/15		
1575	VERIZON WIRELESS	9741476097		<u>CELL PHONE SERVICE FOR 2/2/15-3/1/15 - WATER</u>	03/01/2015	176.24	.00	20-6255 TELEPHONE EXPENSE	0	2/15		
1575	VERIZON WIRELESS	9741476097		<u>CELL PHONE SERVICE FOR 2/2/15-3/1/15 - P.I</u>	03/01/2015	44.06	.00	25-6255 TELEPHONE EXPENSE	0	2/15		
Total 9741476097:						276.47	.00					
Total VERIZON WIRELESS:						1,466.85	.00					
<b>WATER DEPOSIT REFUNDS #9</b>												
1737	WATER DEPOSIT REFUNDS #9	132125.02		<u>ADAM BELL, 132125.02, WATER OVERPAYMENT</u>	03/05/2015	147.30	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 132125.02:						147.30	.00					
1737	WATER DEPOSIT REFUNDS #9	160030.01		<u>EAGLE HILLS PROPERTIES, 160030.01, WATER OVERPAYMENT</u>	03/06/2015	10.67	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 160030.01:						10.67	.00					

Payment Approval Report - City Council Approval  
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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
1737	WATER DEPOSIT REFUNDS #9	172045.01		<u>CBH, 172045.01, 739 S CUPRUM AVE, WATER OVERPAYMENT</u>	03/05/2015	19.07	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 172045.01:						19.07	.00					
1737	WATER DEPOSIT REFUNDS #9	173415.01		<u>CBH, 173415.01, 875 S KALAHARI AVE, WATER OVERPAYMENT</u>	03/11/2015	170.31	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 173415.01:						170.31	.00					
1737	WATER DEPOSIT REFUNDS #9	173615.01		<u>CBH, 173615.01, 1977 W SAHARA DR., WATER OVERPAYMENT</u>	03/05/2015	111.00	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 173615.01:						111.00	.00					
1737	WATER DEPOSIT REFUNDS #9	183100.02		<u>TARA PILBEAM, 183100.02, WATER OVERPAYMENT</u>	03/11/2015	59.24	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 183100.02:						59.24	.00					
1737	WATER DEPOSIT REFUNDS #9	201120.02		<u>STEVE THIESSEN, 201120.02, 583 E SABLE RIDGE DR., WATER OVERPAYMENT</u>	02/27/2015	12.68	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 201120.02:						12.68	.00					
1737	WATER DEPOSIT REFUNDS #9	204020.03		<u>GORILLA CAPITAL, 204020.03, 296 E KELLEHER ST, WATER OVERPAYMENT</u>	03/05/2015	45.84	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 204020.03:						45.84	.00					
1737	WATER DEPOSIT REFUNDS #9	210320.03		<u>CHRISTINA JONES, 210320.03, WATER OVERPAYMENT</u>	02/20/2015	4.27	.00	99-1075 Utility Cash Clearing	0	2/15		

Payment Approval Report - City Council Approval  
Report dates: 2/27/2015-3/12/2015

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 210320.03:						4.27	.00					
1737	WATER DEPOSIT REFUNDS #9	220265.01		<u>ROBERT T MILLER, 220265.01, 606 E HUCKLEBERRY CT, WATER OVERPAYMENT</u>	03/11/2015	11.95	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 220265.01:						11.95	.00					
1737	WATER DEPOSIT REFUNDS #9	221195.01		<u>CBH, 221195.01, 1163 S THREAVE AVE, WATER OVERPAYMENT</u>	03/09/2015	102.19	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 221195.01:						102.19	.00					
1737	WATER DEPOSIT REFUNDS #9	250190.01		<u>CHAD L DARRINGTON, 250190.01, 265 W TROY ST, WATER OVERPAYMENT</u>	03/05/2015	70.76	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 250190.01:						70.76	.00					
1737	WATER DEPOSIT REFUNDS #9	260200.03		<u>CHARLES MULLINS, 260200.03, WATER OVERPAYMENT</u>	03/05/2015	65.39	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 260200.03:						65.39	.00					
1737	WATER DEPOSIT REFUNDS #9	260790.01		<u>GEROLD E ROGERS, 260790.01, 2223 W CALIRET ST, WATER OVERPAYMENT</u>	02/12/2015	71.88	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 260790.01:						71.88	.00					
1737	WATER DEPOSIT REFUNDS #9	264180.01		<u>CBH, 264180.01, 1716 N BLUSH AVE, WATER OVERPAYMENT</u>	03/05/2015	111.00	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 264180.01:						111.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1737	WATER DEPOSIT REFUNDS #9	264340.01		<u>CBH, 264340.01, 1734 N ROSEDUST DR, WATER OVERPAYMENT</u>	03/05/2015	51.54	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 264340.01:						51.54	.00					
1737	WATER DEPOSIT REFUNDS #9	265060.01		<u>RIVERWOOD HOMES, 265060.01, WATER OVERPAYMENT</u>	03/10/2015	35.71	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 265060.01:						35.71	.00					
1737	WATER DEPOSIT REFUNDS #9	266050.01		<u>CBH, 266050.01, 2924 W NAVY ST, WATER OVERPAYMENT</u>	03/03/2015	81.04	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 266050.01:						81.04	.00					
1737	WATER DEPOSIT REFUNDS #9	50020.01		<u>JAMES D RUSSELL, 50020.01, 267 W 4TH ST, WATER OVERPAYMENT</u>	02/26/2015	16.36	.00	99-1075 Utility Cash Clearing	0	2/15		
Total 50020.01:						16.36	.00					
1737	WATER DEPOSIT REFUNDS #9	60460.02		<u>JASON PURKISS, 60460.02, 445 N MAPLE AVE, WATER OVERPAYMENT</u>	03/06/2015	7.69	.00	99-1075 Utility Cash Clearing	0	3/15		
Total 60460.02:						7.69	.00					
Total WATER DEPOSIT REFUNDS #9:						1,205.89	.00					
<b>WESTERN BUILDING MAINTENANCE, INC.</b>												
1499	WESTERN BUILDING MAINTENANCE, INC.	0083290-IN		<u>MONTHLY JANITORIAL SERVICES FOR FEBRUARY @ THE SENIOR CENTER</u>	02/27/2015	330.33	.00	01-6025 JANITORIAL	1001	2/15		
Total 0083290-IN:						330.33	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1499	WESTERN BUILDING MAINTENANCE, INC.	0083291-IN		<u>MONTHLY JANITORIAL SERVICES FOR FEBRUARY AT CITY HALL - ADMIN</u>	02/27/2015	212.34	.00	01-6025 JANITORIAL	0	2/15		
Total 0083291-IN:						212.34	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0083292-IN		<u>MONTHLY JANITORIAL SERVICES FOR FEBRUARY @ NWWTP - WATER</u>	02/27/2015	31.50	.00	20-6025 JANITORIAL	0	2/15		
1499	WESTERN BUILDING MAINTENANCE, INC.	0083292-IN		<u>MONTHLY JANITORIAL SERVICES FOR FEBRUARY @ NWWTP - SEWER</u>	02/27/2015	31.50	.00	21-6025 JANITORIAL	0	2/15		
1499	WESTERN BUILDING MAINTENANCE, INC.	0083292-IN		<u>MONTHLY JANITORIAL SERVICES FOR FEBRUARY @ NWWTP - P.I</u>	02/27/2015	12.00	.00	25-6025 JANITORIAL	0	2/15		
Total 0083292-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						617.67	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0272232		<u>RECORDS DESTRUCTION SERVICE FOR 2/1/15 - 2/28/15, ADMIN</u>	03/01/2015	9.35	.00	01-6052 CONTRACT SERVICES	0	2/15		
1633	WESTERN RECORDS DESTRUCTION, INC.	0272232		<u>RECORDS DESTRUCTION SERVICE FOR 2/1/15 - 2/28/15, WATER</u>	03/01/2015	5.75	.00	20-6052 CONTRACT SERVICES	0	2/15		
1633	WESTERN RECORDS DESTRUCTION, INC.	0272232		<u>RECORDS DESTRUCTION SERVICE FOR 2/1/15 - 2/28/15, SEWER</u>	03/01/2015	7.50	.00	21-6052 CONTRACT SERVICES	0	2/15		
1633	WESTERN RECORDS DESTRUCTION, INC.	0272232		<u>RECORDS DESTRUCTION SERVICE FOR 2/1/15 - 2/28/15, P.I</u>	03/01/2015	2.40	.00	25-6052 CONTRACT SERVICES	0	2/15		
Total 0272232:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>WEX BANK</b>												
1234	WEX BANK	40045423		<u>FUEL, FEB.'15 - PARKS</u>	02/28/2015	248.67	.00	<u>01-6300 FUEL</u>	1004	2/15		
1234	WEX BANK	40045423		<u>FUEL, FEB.'15 - BUILDING INSPECTION</u>	02/28/2015	106.31	.00	<u>01-6300 FUEL</u>	1005	2/15		
1234	WEX BANK	40045423		<u>FUEL, FEB.'15 - WATER</u>	02/28/2015	76.91	.00	<u>20-6300 FUEL</u>	0	2/15		
1234	WEX BANK	40045423		<u>FUEL, FEB.'15 - P.I</u>	02/28/2015	19.23	.00	<u>25-6300 FUEL</u>	0	2/15		
1234	WEX BANK	40045423		<u>CREDIT FOR DISCONTINUING PAPER STATEMENT, FEB.'15 - PARKS</u>	02/28/2015	-.75	.00	<u>01-6300 FUEL</u>	1004	2/15		
1234	WEX BANK	40045423		<u>CREDIT FOR DISCONTINUING PAPER STATEMENT, FEB.'15 - BUILDING INSPECTION</u>	02/28/2015	-.75	.00	<u>01-6300 FUEL</u>	1005	2/15		
1234	WEX BANK	40045423		<u>CREDIT FOR DISCONTINUING PAPER STATEMENT, FEB.'15 - WATER</u>	02/28/2015	-.75	.00	<u>20-6300 FUEL</u>	0	2/15		
1234	WEX BANK	40045423		<u>CREDIT FOR DISCONTINUING PAPER STATEMENT, FEB.'15 - P.I</u>	02/28/2015	-.75	.00	<u>25-6300 FUEL</u>	0	2/15		
Total 40045423:						448.12	.00					
Total WEX BANK:						448.12	.00					
Grand Totals:						340,635.44	54,571.10					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 2/27/2015-3/12/2015

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

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



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

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

**ALL FEES ARE NON-REFUNDABLE**

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

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

Date 3/13/15 City License No. \_\_\_\_\_

New \_\_\_\_\_ Renewal  Modification \_\_\_\_\_ Transfer \_\_\_\_\_

LICENSE:

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

\_\_\_\_\_ MAYOR

Date Fee Paid and Receipt No.: 3/13/15  
11,000.481

TOTAL \$ 250.00

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

BUSINESS NAME: Ridley's Food Corp ORA Ridley's Family Markets PHONE: 208-922-5586

BUSINESS LOCATION: 1403 N Meridian Road Kuna ID 83634

BUSINESS MAILING ADDRESS: 621 Washington St So Twin Falls ID 83301  
(City, State, Zip Code)

APPLICANT NAME: Mark Ridley PHONE: 208-324-4633  
(City, State, Zip Code)

RESIDENCE ADDRESS 2913 S. Waterbury Place Boise ID 83706  
(City, State, Zip Code)

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

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

[Signature] Date 2-28-15

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

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

RECEIVED  
MAR 13 2015  
CITY OF KUNA

Jerry L. Ridley CEO  
5409 Overseas Hwy PMB 297  
Marathon, FL 33050  
519-66-1511 2/19/55  
FL R340-432-55-059-0

Donald Mark Ridley President  
2913 S. Waterbury Place  
Boise, ID 83706-4927  
529-618069 3/04/78  
VG450179H

Constance Fay Ridley Sec/Treas  
5409 Overseas Hwy PMB 297  
Marathon, FL 33050  
518-72-5105 1/10/55  
FL R340-106-55-510-0

# State of Idaho

Cycle Tracking Number: 77850

## Idaho State Police

Premise Number: 1A-15444

Retail Alcohol Beverage License

License Year: 2016

License Number: 15444

This is to certify, that  
doing business as: **Ridley's Food Corp  
Ridley's Family Market**

is licensed to sell alcoholic beverages as stated below at:  
**1403 N Meridian Rd, Kuna, Ada County**

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

Signature of Licensee Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes: <u>\$50.00</u>
On-premise consumption	No
Kegs to go	Yes: <u>\$20.00</u>
Restaurant	No
Wine by the bottle	Yes: <u>\$100.00</u>
Wine by the glass	No
Multipurpose arena	No
Growlers	No

TOTAL FEE: \$170.00

**RIDLEY'S FOOD CORP  
RIDLEY'S FAMILY MARKET  
621 WASHINGTON STREET SOUTH  
TWIN FALLS, ID 83301**  
Mailing Address

License Valid: 05/01/2015 - 04/30/2016

**Expires: 04/30/2016**



Director of Idaho State Police

201624

RETAIL ALCOHOL BEVERAGE LICENSE  
ADA COUNTY, IDAHO  
STATE OF IDAHO

2015-2016

*This is to certify, that Ridley's Food Corp  
dba: Ridley's Family Market*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 1403 N. Meridian Rd., Kuna, ID 83634



License valid from May 1, 2015 to April 30, 2016

Beer Bottled or canned, consumed OFF premises \$25.00  
Wine WINE by the drink: (This covers Retail & By the Drink) \$100.00

*[Signature]*  
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 3rd day of March, 2015

*[Signature]*  
Christopher D. Rich, Clerk

*[Signature]*  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



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

**GORDON N. LAW**  
**CITY ENGINEER**

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

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## MEMORANDUM

**TO:** Mayor Nelson and Members of City Council

**FROM:** Gordon N. Law  
Kuna City Engineer

**RE:** City Construction and Planning Projects  
February 2015

**DATE:** March 3, 2015

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**REQUEST: FYI**

The city has a number of capital and planning projects budgeted for 2015. Some projects may ultimately affect traffic mobility or temporarily inconvenience neighborhoods and Mayor and Council may receive comments and questions concerning them. Other projects are simply included for informational purposes. This memo is intended to give a short review of each project.

1. **Well No. 11** – This project is for the purpose of drilling Well 11 to replace Well 3 (Butler) and the conversion of Well 3 to irrigation purposes. The test well is complete and the water right is secured. The Well Site Evaluation is being performed for submittal to DEQ. Bid documents are being prepared.
2. **Greenbelt Irrigation Main** – This project extends a PI Main from Swan Falls eastward to irrigate the new greenbelt and to serve additional customers. Construction of the Greenbelt portion of the project is complete and design of the Avalon portion is in progress with construction to follow. Rock has been a significant issue.
3. **Indian Creek Pump Station** – This project is to re-start an abandoned irrigation pump station to water Bernie Fisher Park, existing greenbelt and new additions to greenbelt areas. The City is preparing to obtain a design proposal for the work.
4. **Pond 7 Blower Replacement** – The purpose of this project is to replace an inefficient unreliable roots-type positive displacement blower with an energy efficient turbo-type blower. The funding for this project will partially come from an Idaho Power Grant. Design is in progress.

5. **Main / 3<sup>rd</sup> Roundabout** – This project is intended to replace the delta-configuration of the intersection with a roundabout. ACHD is at 95% stage of project design and construction is programmed for 2016-2017.
6. **Linder / Deer Flat Intersection** – This project is intended to construct intersection improvements. The recommendation of ACHD and City staff is to construct an upgraded signal rather than a round-about. ACHD is attempting to program funding for final design and construction.
7. **Orchard Sidewalk** – This project provides sidewalk on the west side of Orchard Street south of Avalon to connect to the east Green Belt. Construction is scheduled for June-August 2015.
8. **Reuse Permit Application** – The City is making application to DEQ to reuse highly treated wastewater in the City's pressure irrigation system. The permit application is submitted.
9. **Ten Mile/Ardell PI Extension** – This project extends 12-inch PI main along Ten Mile Road from West Ingo Street northward to Galiano Subdivision; extends 12-inch PI main along the Kuna Canal from Chapparosa Pump Station southward to Ardele Road; and extends 8-inch PI main from the Greenbelt Park north to Fourth Street. The project is out to bid with bid opening scheduled for March 11, 2015.
10. **Parking at the NWWTP** – This project expands available parking for employees and customers at the north sewer plant. The project is out to bid with bid opening scheduled for March 11, 2015.
11. **Deerhorn Sewer Main Extension** – This project extends a sewer main from Arbor Ridge to Deerhorn Subdivision, and in the process, removes Deerhorn Lift Station from service. The project is out to bid with bid opening scheduled for March 11, 2015.
12. **Arbor Ridge Park Drain** – This project relocates the Hubbard-Beale Drain to the west edge of the park. Design is complete, and the Army Corps of Engineers 404 permit is in hand. The City is attempting to secure donated services from a pipe laying contractor but have so far not been successful.
13. **Subdivisions in Construction** - The Villas at Crimson Point, Kuna Caves Storage, Timbermist Offsite (will close Hubbard from Denali Sub – to – Greyhawk Sub.), Timbermist #1, Crimson Point North #3
14. **Subdivision Plans in Review** - Timbermist #2
15. **Plans Approved** - Arbor Ridge #3, Kroman Subdivision, Crimson Point #7, Desert Hawk #2, Silver Trail #2,



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

GORDON N. LAW  
CITY ENGINEER

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

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## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Reimbursement Agreements Sewer Trunk  
Ridley's Family Markets  
Oversized Sewer Facilities

DATE: February 25, 2015

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**REQUEST: Approve Reimbursement Agreement by Resolution**

Attached hereto is a proposed reimbursement agreement (w/ exhibits) related to over-sizing of sewer facilities by the developer of Ridley's Family Markets, Inc. The reimbursement methodology relies on policies adopted by Council in January 21, 2014 (Resolution R09-2014). Total reimbursement is \$41,387.46 payable over ten years.

Also attached is a resolution which, if approved, authorizes the Mayor and Clerk to sign the agreement. The City Engineer recommends approval of the resolution.

Attachments

**REIMBURSEMENT AGREEMENT**

**Ridley's Family Markets Kuna Project**

**THIS AGREEMENT** made this 23rd day of February 2015, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and RIDLEY'S FAMILY MARKETS, INC., hereinafter called DEVELOPER:

**WITNESSETH:**

**WHEREAS**, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of sewer system facility extensions; and

**WHEREAS**, on January 21, 2014 CITY adopted Resolution Number R09-2014 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

**WHEREAS**, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

**WHEREAS**, DEVELOPER did construct a sewer system to the property known as, Ridley's Family Markets Kuna Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer system; and

**WHEREAS**, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

**WHEREAS**, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the sewer system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to forty-one thousand three hundred eighty-seven dollars and forty-six cents (\$41,387.46). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed c/o Kara Gosnell, 621 Washington Street South, Twin Falls, Idaho, 83301.

**IN WITNESS WHEREOF**, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

*C.S.M. LLC*  
RIDLEY'S FAMILY MARKETS, INC  
*Mark Ridley*  
*Jerry Ridley*

Florida  
STATE OF ~~IDAHO~~ )  
  ) ss.

COUNTY OF Monroe ADA )

On this 2nd day of March, 2015, before me, a notary public in and for said state, personally appeared Jerry Ridley known to be to be the President of C.S.M. LLC, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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

[Signature]  
Notary Public for ~~Idaho~~ Florida  
Residing at Monroe County, Idaho FL  
My commission expires: 3/5/18



STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared W. GREG NELSON and \_\_\_\_\_ Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

**REIMBURSEMENT AGREEMENT**

**Ridley's Family Markets Kuna Project**

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**WHEREAS**, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

**WHEREAS**, DEVELOPER did construct a sewer system to the property known as, Ridley's Family Markets Kuna Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer system; and

**WHEREAS**, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

**WHEREAS**, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer system.

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C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to forty-one thousand three hundred eighty-seven dollars and forty-six cents (\$41,387.46). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as Exhibit "B".

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F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

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(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed c/o Kara Gosnell, 621 Washington Street South, Twin Falls, Idaho, 83301.

**IN WITNESS WHEREOF**, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

*C.S.M. LLC*  
RIDLEY'S FAMILY MARKETS, INC  
*Mark Ridley*  
*Jerry Ridley*

Florida  
STATE OF ~~IDAHO~~ )  
  ) ss.

COUNTY OF Monroe ADA )

On this 2nd day of March, 2015, before me, a notary public in and for said state, personally appeared Jerry Ridley known to be to be the President of C.S.M. LLC, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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

[Signature]  
Notary Public for ~~Idaho~~ Florida  
Residing at Monroe County, Idaho FL  
My commission expires: 3/5/18



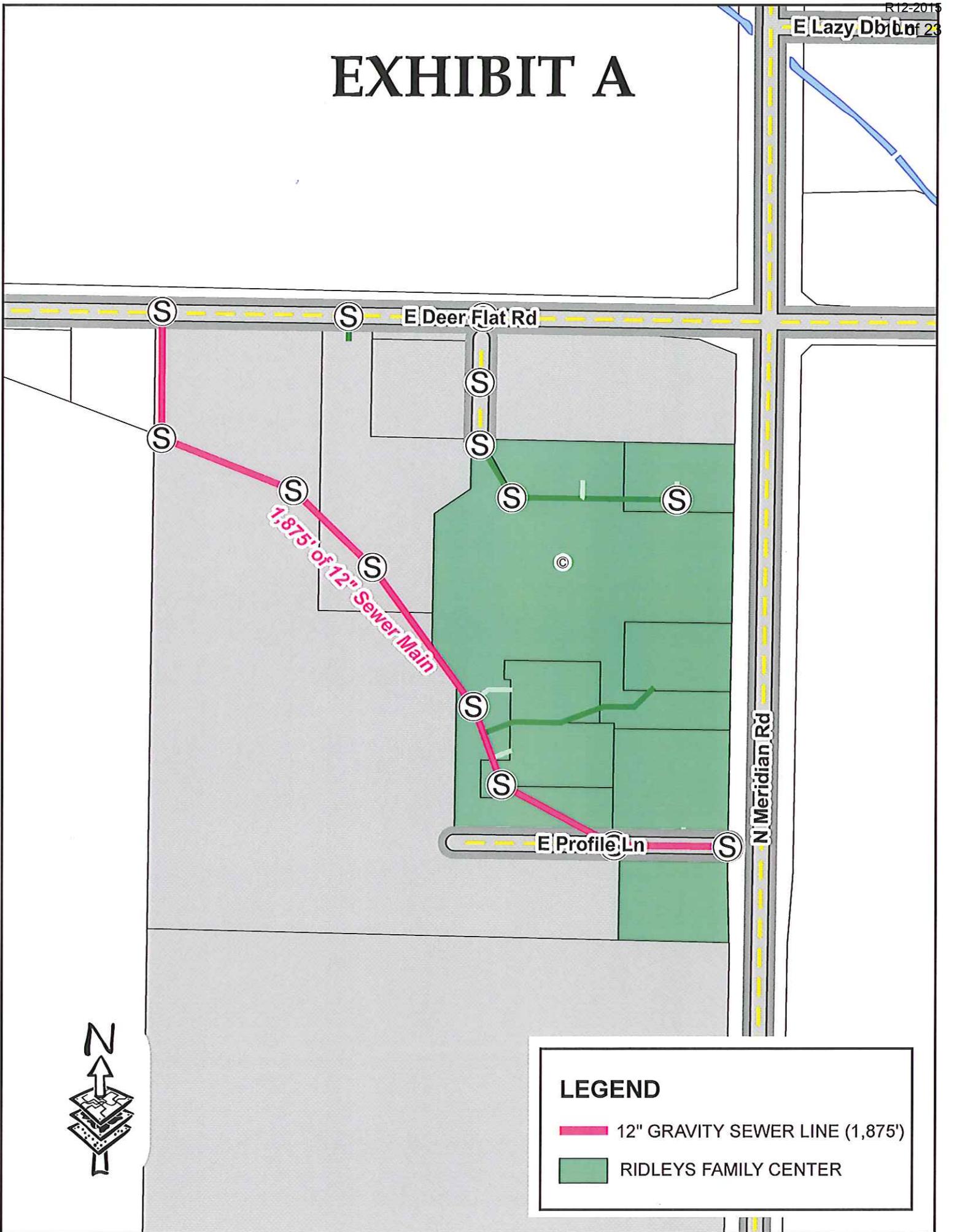
STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared W. GREG NELSON and \_\_\_\_\_ Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

# EXHIBIT A



**LEGEND**

- 12" GRAVITY SEWER LINE (1,875')
- RIDLEYS FAMILY CENTER

**EXHIBIT B**

**RESOLUTION NO. R02-2014**

**CITY OF KUNA  
CITY SEWER FACILITIES REIMBURSEMENT POLICY - 2014**

**PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer's property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer's property.

5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer’s property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer’s property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.

4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.
5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

## DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.

5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
7. Property in the Vicinity: Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. Very Large Interceptor Lines: Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

### **CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT**

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. Off-Site Lines: A sewer collection main extension that lies off-site of the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A sewer collection main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Deep On-Site Lines: A sewer collection main extension located within the Sponsoring Developer's property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer's project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer's property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer's

property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or

4. Large On-Site Lines: A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer's property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. Lift Stations: Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer's property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. Off-Site Easements: Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or
7. Off-Site Engineering: Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. City Construction: When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

## **REIMBURSEMENT CONDITIONS**

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

## AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.
4. *Interest Adjustment:* The Sponsoring Developer’s eligible reimbursement amount, as determined by items 1 through 3 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

## FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

## REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.

2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount – only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10<sup>th</sup>) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect SIF from all entities that connect to and utilize the City’s sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer’s initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total

Eligible Reimbursement amount. Eligible Facilities completed on or before August 31<sup>st</sup> will first become eligible for reimbursement funds on or after September 1<sup>st</sup> the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

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

ATTEST:

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

**EXHIBIT "C"**  
**RIDLEYS SEWER COST RECOVERY SUMMARY**

<b>Sewer-Onsite Oversized</b>		
Total Recoverable Project Cost	\$	33,924.15
Interest (4%)	\$	<u>7,463.31</u>
TOTAL COST	\$	41,387.46

**EXHIBIT "C"**  
**ONSITE SEWER OVERSIZED**

ITEM	DESCRIPTION	QTY	UNIT PRICE	% RECOVERY	TOTAL
1	12" PVC Sewer Pipe Constructed - Onsite	1875	43.68	100.00	81,900.00
	As-built surveying	1875	0.67	100.00	1,250.00
	Design - CHSQA	1875	2.67	100.00	5,000.00
2	Less Reasonable Duty - Phase 1	(267)	47.01	100.00	-12,552.56
3	Less Reasonable Duty - Later Phases	(397)	47.01	100.00	-18,664.29
4	Less Cost of Pipe Size Needed - 8" <sup>a</sup>	(1211)	19.00	100.00	-23,009.00
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
#REF!					
			TOTAL		\$ 33,924.15

Note <sup>a</sup> Ridley's did not provide cost for 8-inch sewer. City used price from Arbor Ridge #2  
 By Council Policy, Onsite cost recovery limited to portion of cost exceeding cost of needed line size.  
 By Council Policy, Design cost is limited to 7% of constructed cost.

**EXHIBIT "C"**  
**REASONABLE DUTY**

Acreage in Phase 1	13.344 acres
Acreage in Later Phases	19.87 acres
Interceptor Line Needed per Acre	20 LF
Reasonable Duty	664 LF
Interceptor Line Constructed	1875 LF
Net Length Reimbursible	1211 LF

**EXHIBIT "C"**  
**REASONABLE DUTY**

Page 3 of 3

**RESOLUTION NO. R12-2015**

**RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$41,387.46 WITH RIDLEY’S FAMILY MARKETS, INC.**

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled “Reimbursement Agreement – Ridley’s Family Markets Kuna Project” regarding cost recovery for construction of sewer facilities related to said project and in the amount of forty-one thousand three hundred and eighty-seven dollars and forty-six cents (\$41,387.46); by and between said city and RIDLEY’S FAMILY MARKETS, INC, which Agreement Is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17th day of March, 2015.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Chris Engels, Interim City Clerk



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

GORDON N. LAW  
CITY ENGINEER

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

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## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Amended Permit to Discharge  
Brass Guys, LLC

DATE: March 9, 2015

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**REQUEST: Adopt Resolution Approving Amended Discharge Permit**

A request has been submitted to the City of Kuna to amend a permit to discharge process waste water to the South Waste Water Treatment Plant. Brass Guys, LLC washes spent brass ammunition casings and prepares it for re-loading. The wash water contains quantities of some heavy metals – most significantly lead – which makes disposal of the untreated wash water inconvenient and expensive at a hazardous waste facility. To make the process water acceptable for discharge to our facility, the permittee “pre-treats” the wash water to precipitate the heavy metals out of it – and the sludge is disposed at a proper facility.

The permittee has been testing its discharge according to the terms of the permit (see attached spreadsheet). The results indicate that four of the metals (mercury, cadmium, chromium, and silver), before and after pre-treatment, are at such low concentrations as to be unlikely to exceed discharge limits. The permittee requested the City Engineer review the permit requirements in light of the additional information. The City Engineer concluded the frequency of testing for the four metals was unnecessary (every 2000 gallons) and proposed reducing it to an annual requirement. The recommendation was referred to DEQ and they concurred.

Attached is a proposed amended permit in edit tracking format. Also attached is a resolution to approve the Mayor and City Engineer’s signing of the amended permit. Except for effective dates, all other terms of the permit remain as before.

Attachments:

**RESOLUTION NO. R13-2015**

**RESOLUTION APPROVING SIGNING OF A PERMIT TO DISCHARGE TO THE KUNA SOUTH WASTE WATER TREATMENT PLANT BY BRASS GUYS, LLC AND SETTING FORTH FEES FOR THE SAME.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and City Engineer of said city are hereby authorized to execute that certain Permit to Discharge titled "Permit No. 2015-A", by and between said city and Brass Guys, LLC., which Permit sets conditions for the discharge of Brass Guys, LLC process water to the Kuna South Waste Water Treatment Plant and establishes a fee of fifty dollars per one thousand gallons (\$50/1000 gal) for the same, and which Permit is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17th day of March, 2015.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Chris Engels, Interim City Clerk

Sample Date	Test Sample #	Mercury MCL	Mercury Pre-Treat	Mercury Treated	Cadmium MCL	Cadmium Pre-Treat	Cadmium Treated	Chromium MCL	Chromium Pre-Treat	Chromium Treated
24-Jun-14	Initial	0.20	0.02		1.00	0.02		5.00	0.15	
7-Nov-14	1 Treated	0.20	*	*	1.00	*	*	5.00	*	*
7-Nov-14	2 Treated	0.20	*	*	1.00	*	*	5.00	*	*
7-Nov-14	3 Treated	0.20	<0.00002	<0.00002	1.00	<0.0005	<0.0005	5.00	<0.05	<0.05
25-Nov-14	4 Treated	0.20	<0.00002	<0.00002	1.00	<0.0005	<0.0005	5.00	<0.05	<0.05
10-Dec-14	5 Treated	0.20	<0.00002	<0.00002	1.00	<0.0005	<0.0005	5.00	<0.05	<0.05
2-Feb-15	6 Treated	0.20	<0.00002	<0.00002	1.00	<0.0005	<0.0005	5.00	<0.05	<0.05
2-Feb-15	7 Treated	0.20	**	**	1.00	**	**	5.00	**	**
23-Feb-15	8 Treated	0.20	**	**	1.00	**	**	5.00	**	**
2-Mar-15	9 Treated	0.20	**	**	1.00	**	**	5.00	**	**

\* This item not tested on this sample  
\*\* Awaiting final test results

Sample Date	Test Sample #	Silver MCL	Silver Pre-Treat	Silver Treated	COD MCL	COD Pre-Treat	COD Treated
24-Jun-14	Initial	5.00	0.02		2000.00	*	
7-Nov-14	1 Treated	5.00	*	*	2000.00	*	*
7-Nov-14	2 Treated	5.00	*	*	2000.00	*	*
7-Nov-14	3 Treated	5.00	<0.02	<0.02	2000.00	<0.05	766.00
25-Nov-14	4 Treated	5.00	<0.02	<0.02	2000.00	<0.05	613.00
10-Dec-14	5 Treated	5.00	<0.02	<0.02	2000.00	<0.05	934.00
2-Feb-15	6 Treated	5.00	<0.02	<0.02	2000.00	*	*
2-Feb-15	7 Treated	5.00	<0.02	<0.02	2000.00	*	*
23-Feb-15	8 Treated	5.00	**	**	2000.00	**	**
2-Mar-15	9 Treated	5.00	**	**	2000.00	**	**

PERMIT NO. 20154-A  
Discharger: Brass Guys  
Discharge Point: Lagoon 6/7 MH

**Activity.**

Brass Guys (Industrial User) washes brass casings from spent artillery or ammunition rounds. Wash water is pre-treated by the industrial user to chemically precipitate and filter heavy metals and adjust pH to prepare wash water for discharge. Industrial User desires to contract with the City of Kuna to discharge its treated wash water into the Kuna POTW (Publicly Owned Treatment Works) facility. Industrial User agrees to dispose of used filters and sludges at other legally permitted facilities at its sole expense and liability.

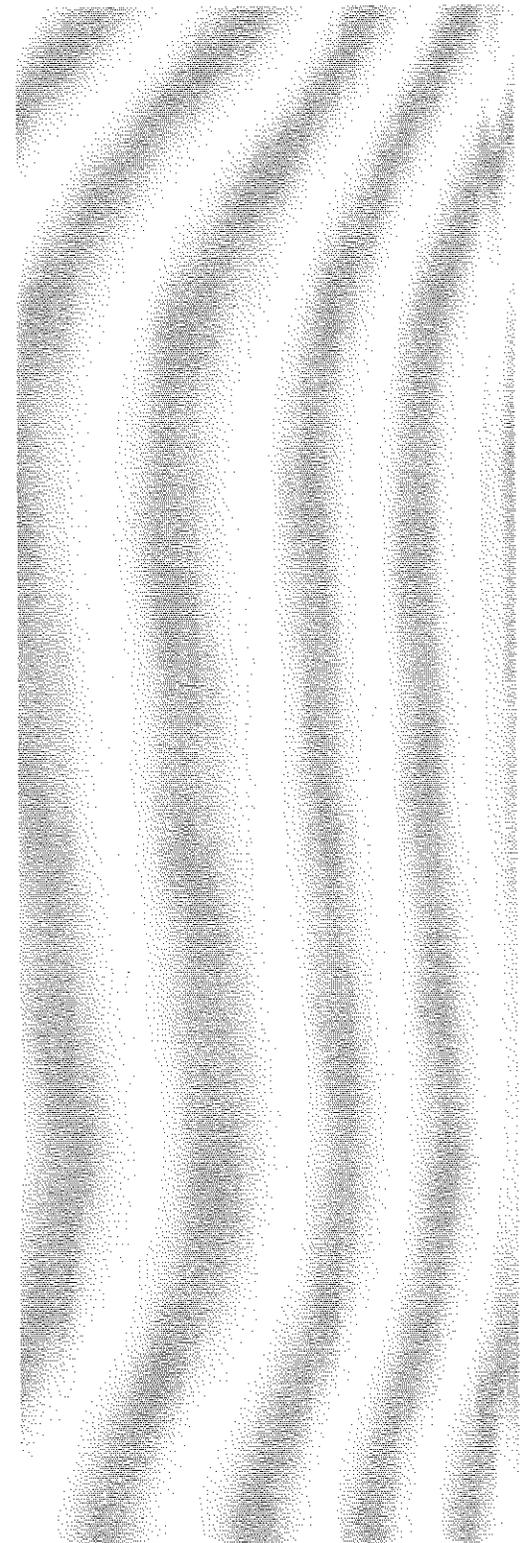
**Location of Process Facilities.**

Brass Guys  
325 S. Kings Road  
Nampa, ID 83687

**Requirements for Industrial User.**

Industrial User shall discharge into the Kuna POTW in compliance with any applicable requirements of 40 CFR 403 (as amended at 70 FR 60134) through 471, including the following requirements:

1. **General Prohibition:** Industrial User shall not introduce into the Kuna POTW any pollutant(s) that causes Pass Through or Interference. These general prohibitions and the specific prohibitions below apply to the Industrial User introducing pollutants into the POTW whether or not the industrial user is subject to other National Pretreatment Standards or any national, State, or local Pretreatment Requirements.
2. **Specific Prohibitions:** The Industrial User shall not discharge the following pollutants into the Kuna POTW:
  - a) Pollutants that create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
  - b) Pollutants that will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges.
  - c) Solid or viscous pollutants in amounts that will cause obstruction to the flow in the POTW resulting in Interference.
  - d) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.



- e) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F).
- f) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- g) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- h) Any trucked or hauled waste water may not be discharged except at discharge points designated by the Kuna POTW.

3. Specific Limitations and Conditions for Industrial User.

- a) The wastewater of any truck load must have a pH between 6.0 and 9.0.
- b) The discharge of any given day must not exceed 2,000 gallons.
- c) The peak discharge of any given week must not exceed 5,000 gallons.
- d) The peak discharge of any given month must not exceed 10,000 gallons.
- e) Every truck discharging to the Kuna POTW must be attended by one of the staff of the Kuna POTW or pre-arrange by phone for entering the treatment site for discharge. The City of Kuna reserves the right of collecting test samples from any truck at any time, analyzing the same, and back-charging Industrial User the cost of analysis. Industrial User agrees that any time loss for collecting test samples shall be at the Industrial User sole cost.
- f) The City of Kuna may log the truck load for billing purposes and to govern discharge activities for the protection of treatment facilities.
- g) The COD of any truck load must not exceed 2000 mg/l except with permission of Supervisor of the Kuna POTW.
- h) The concentration of any constituent in the discharge must not exceed regulatory limits of any local, state or federal agency including, but not limited to, EPA, RCRA or DEQ.
- i) The Kuna POTW will establish additional conditions when warranted to govern discharges in order to comply with local, state or federal laws and regulations, meet treatment needs or conform to water reuse limits.
- j) Industrial User shall -make available laboratory analysis of waste water from its process facility to assist the Kuna POTW in determining compliance with this permit and in making process control decisions at the POTW.

- k) Before discharging the first load, discharger shall provide laboratory analysis results demonstrating that discharge meets Kuna discharge limits. Thereafter, a composite sample shall be obtained for each 2,000 gallons of waste water discharged, with proportional amounts collected from each discharged load, the sample analyzed for concentration of listed heavy metals and other reportable criteria and the result reported monthly or annually as indicated to the City of Kuna POTW. Annual testing shall be conducted no more than 90 days or less than 30 days before the expiration of the permit using one of the composite samples from the time period. Exceedances of the permit listed MCL shall be reported to the Kuna Treatment Plant Supervisor within 24 hours the result becomes known to Industrial User. (Call at 208-350-1098)
- l) ~~Lead, copper, zinc, mercury, pH, COD~~ To fulfill the terms of paragraph 3.0 k), Industrial User shall test and report results for the following:

Analyte	Units	Method	MCL	Frequency
Lead	mg/l	EPA 200.7	5.0	2000 gal
Mercury	mg/l	EPA 245.1	0.2	Annually
Cadmium	mg/l	EPA 200.8	1.0	Annually
Chromium	mg/l	EPA 200.8	5.0	Annually
Silver	mg/l	EPA 200.8	5.0	Annually
pH	s.u.		6.0 - 9.0	2000 gal
COD	mg/l		2000	2000 gal

- m) Industrial User warrants that it will discharge only in compliance with terms and conditions established in this permit. Industrial User warrants that it will not transfer discharge privileges to any third party, or change the nature of the discharge without concurrence of the City of Kuna, or discharge waste water from any other location than listed above without concurrence of the City of Kuna. The City of Kuna reserves the right to terminate discharge privileges of the Industrial User for any violation of permit terms or exceedances of any limit. It shall be at City's sole discretion whether the termination is temporary or permanent.

4. Fees

- a) The charge for disposal of process wastewater pursuant to the terms and limitations of this permit shall be fifty dollars (\$50.00) per one thousand gallons.
- b) Payment is due by the 20<sup>th</sup> of the month following discharge.
- c) In the event the waste load strength defined in 3.0 g) is exceeded with or without permission of the Superintendent of the Kuna POTW, the charge defined in 4.0 a) shall be prorated proportionally upward from the basis of the MCL as follows for the load:

$$FEE\ 2 = FEE\ 1 * CONC / MCL$$

Where:

FEE 1 = the standard fee rate of \$50.00 / one thousand gallons;  
FEE 2 = the adjusted fee rate / one thousand gallons  
CONC = waste load strength for COD in mg/l  
MCL= maximum permitted contaminant level in mg/l

The fee for pH exceedances (high or low) shall be the normal or prorated fee doubled.

5. Insurance Requirements.

Industrial User shall procure and maintain for the duration of this Permit, contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with activities as provided for in the Permit. The cost of such insurance shall be borne by the Industrial User.

A. MINIMUM SCOPE OF INSURANCE

Industrial User shall maintain a Commercial General Liability Policy.

B. MINIMUM LIMITS OF INSURANCE

The limits shall be not less than: Commercial General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate.

NOTE: The aggregate loss limit applies to each event.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

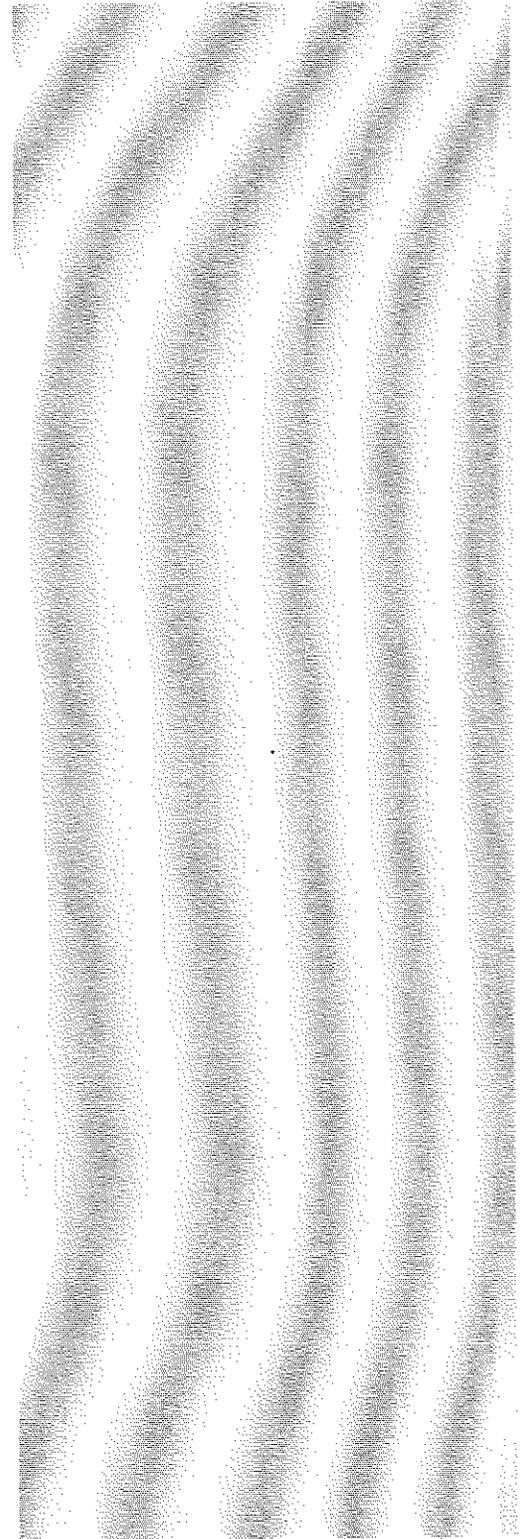
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees, or 2) the Festival/Event shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability

a. The City of Kuna, Idaho, its' officials, employees, and agents, and volunteers are to be covered as "additional insured" as respects: liability arising out of premises occupied or used by the Industrial User. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.



b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

c. Coverage shall state that the Industrial User's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

d. Industrial User's insurance shall be primary as respects to the City, its officials, employees or volunteers.

## 2. All Coverages

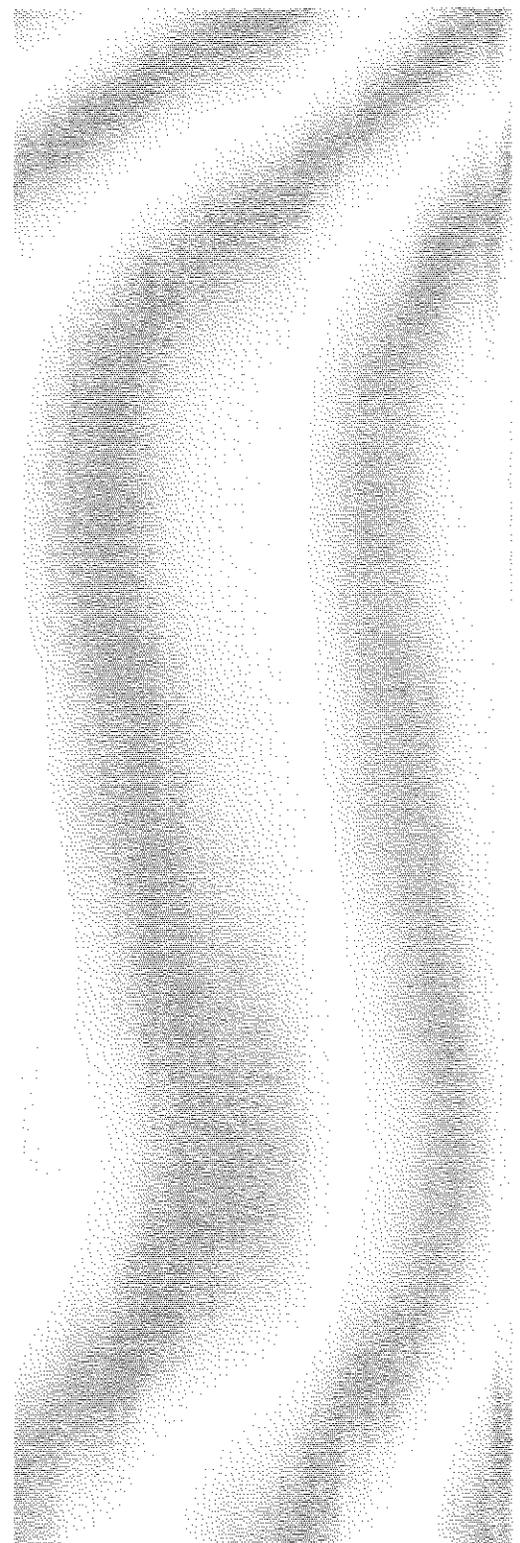
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

## E. VERIFICATION OF COVERAGE

Industrial User shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before the festival commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

## F. HOLD HARMLESS AND INDEMNIFICATION

INDUSTRIAL USER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY INDUSTRIAL USER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS PERMIT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENCE, GROSSLY NEGLIGENCE, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE INDUSTRIAL USER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBINDUSTRIAL USERS, OR SUB-SUBINDUSTRIAL USERS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE INDUSTRIAL USER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE INDUSTRIAL USERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR



OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

INDUSTRIAL USER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF INDUSTRIAL USER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF INDUSTRIAL USER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. INDUSTRIAL USER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF INDUSTRIAL USER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND INDUSTRIAL USER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### G. PROOF OF INSURANCE

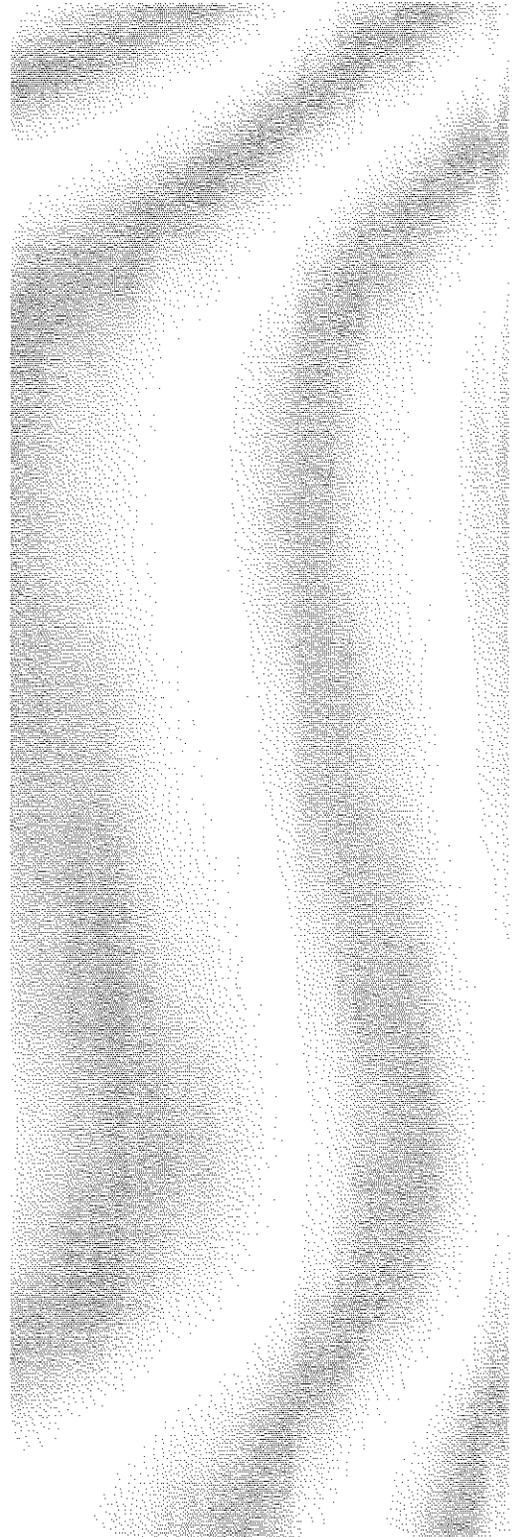
Industrial User Kuna, Idaho. Certificates of Insurance similar to the ACORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City. Endorsement naming City of Kuna, Idaho as additional insured and waiver of subrogation must be submitted with proof of insurance.

Certificates should be submitted to:

City of Kuna  
Post Office Box 13  
Kuna, Idaho 83638

#### 6. Time of Permit

- a) This permit shall be applicable from ~~November 5, 2014 to November 1, 2015~~ April 1, 2015 to April 1, 2016 unless extended by mutual agreement of both parties.
- b) Either party may terminate this Permit by giving the other party fifteen (15) days written notice to be mailed the other party's legal address.
- b) Truck loads may be delivered weekdays 8:00 am to 4:00 pm subject to the limitations of paragraph 3.0 e).



KUNA POTW

\_\_\_\_\_  
Kuna City Engineer

\_\_\_\_\_  
Date

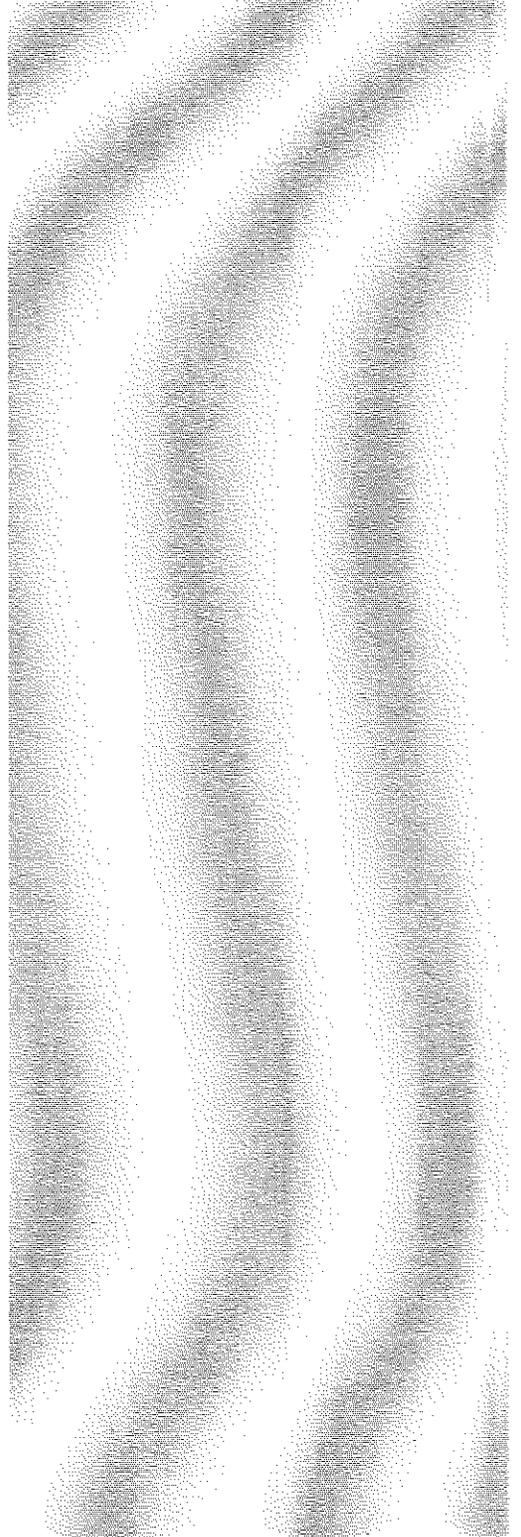
\_\_\_\_\_  
Kuna City Mayor

\_\_\_\_\_  
Date

BRASS GUYS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





## Proclamation – March for Meals Month

**WHEREAS**, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older;

**WHEREAS**, Meals on Wheels America established the National March for Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Nutrition Programs (Congregate and Home Delivered) and raise awareness about the escalating problem of senior hunger in America;

**WHEREAS**, the 2015 observance of the March for Meals campaign provides an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation;

**WHEREAS**, the Metro Meals on Wheels program has served Kuna and communities throughout Ada County admirably for more than 40 years; and

**WHEREAS**, volunteer drivers for Metro Meals on Wheels in Kuna and Ada County are the backbone of the program, and they not only deliver nutritious meals to homebound seniors, but also caring concern and attention to their welfare;

**WHEREAS**, Metro Meals on Wheels provides nutritious meals to seniors throughout Ada County and helps them maintain their health and independence;

**WHEREAS**, Metro Meals on Wheels provides a powerful socialization opportunity for seniors to help combat loneliness and isolation;

**WHEREAS**, the Metro Meals on Wheels program in Kuna and Ada County deserves recognition for the contributions they have made and will continue to make in Kuna and communities throughout Ada County; and

**NOW THEREFORE**, I, Greg Nelson, Mayor of Kuna, do hereby proclaim March 2015 as March for Meals Month. I urge every citizen to take time this month to honor our local Metro Meals on Wheels program, the seniors they serve, and the volunteers who are an integral part of the program. Recognition of the 2015 March for Meals campaign enriches our community and helps combat senior hunger and isolation in Kuna and Ada County.

Dated this \_\_\_\_\_ day of March 2015

\_\_\_\_\_ (name of person/body approving this proclamation)



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

**BOB BACHMAN, IBC**  
**BUILDING/MAINT.**

**Telephone (208) 577-8794; Fax (208) 922-5816**  
**Email: [bbachman@cityofkuna.com](mailto:bbachman@cityofkuna.com)**

**To: Mayor and City Council**  
**From: Bob Bachman, Building/Conservation Manager**  
**Date: March 17, 2015**  
**Project: Bernie Fisher Park Power**

This is a request for an additional \$2,500 to complete the Bernie Fisher park project. We currently have \$10,000 budgeted for this project. After looking at several options, I believe we have come up with the best long-term plan. During the project development process, we encountered a few unexpected problems that need to be addressed. There are currently four power poles in the center of the park that provide overhead power to and through the park. After talking to Idaho power, there are some concerns about the quality of these poles because they are very old and have several splits or cracks in them and most likely will need to be replaced soon. These poles could be as much as \$1,200/each to replace.

**Proposed Solution:**

As part of this project, we will be placing two “Meyers Cabinets” in the park for our new electrical upgrades. With these new Meyers Cabinets, it will give us the ability to correct a potential life safety problem with the existing overhead power and poles by going underground with all the power that is currently overhead. We would also be able to remove all four power poles out of the park, which would also improve the cosmetics of the park and decrease possibilities of damage caused by the overhead power. The additional \$2,500 would allow us to complete this portion of the project, clean up and revamp all of the current power sub panels that are in the park. In addition, we will be able to eliminate three (3) electrical meters which are \$16 a month. The proposed project upgrades will allow us to more easily expand our power grid for future downtown or park lighting projects.

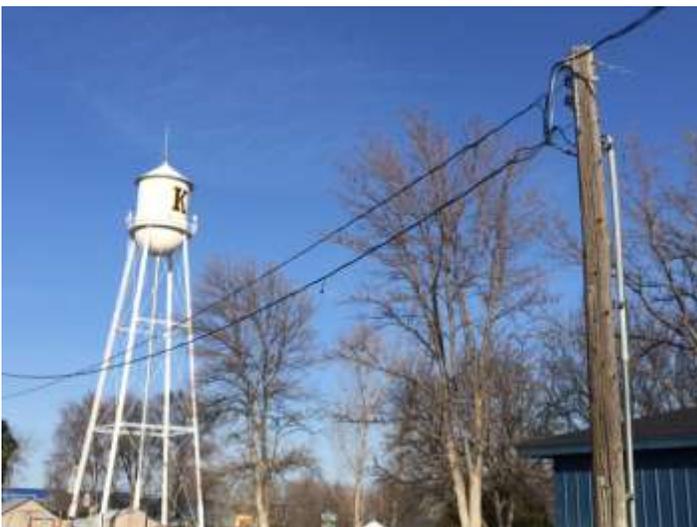
**Scope of Project (Extra \$2,500 items bolded):**

- Increase transformer size
- Install two 200 amp Meyers Cabinets
- Add 6 pedestals in the park/ 48 20 amp plugs
- Install extra conduit for future down town expansion
- **Remove all overhead power, trench and bury power - if approved**
- **Remove 4 existing power poles out of the park - if approved**
- **Clean up and upgrade existing power sub panels - if approved**
- **Delete 3 utility meters at \$16 a month - if approved**

Attached are some pictures of the current poles and subpanels. Please let me know if you want to meet on-site to look at the project. Thanks for your time and consideration.

Bob Bachman

Photos of Current Poles and Subpanels





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

GORDON N. LAW  
CITY ENGINEER

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

**MEMORANDUM**

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: NWWTP Parking Project  
Approval of Bid Results

DATE: March 11, 2015

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

On March 11, 2015, bids were opened for the construction of additional parking at the North Waste Water Treatment Plant. Three bidders responded to the request for bid. The results of the bidding are as follows:

- |                                 |             |
|---------------------------------|-------------|
| 1. Hess Construction, Inc.      | \$30,154.40 |
| 2. C. Wright Construction, Inc. | \$45,000.00 |
| 3. Rick Lane Construction       | \$45,886.65 |

The apparent low bid was provided by Hess Construction, Inc. in the amount of \$30,154.40. The bid submittal was reviewed and found to be responsive to the Bid Instructions and it is recommended Hess Construction, Inc. be awarded the contract for the work. In rechecking calculations an error was found in the multiplication of units which was reconciled and resolved as provided in the Bid Instructions. A resolution is attached, which if approved, will adopt the recommendation.

This project is budgeted from the Sewer, Water and Irrigation Funds. Available budgeted funds for this project are as follows:

- |                                  |                  |
|----------------------------------|------------------|
| 1. Deerhorn Sewer Line           | \$ 38,100        |
| 2. Contingency - Sewer Fund      | \$ 6,300         |
| 3. Contingency - Water Fund      | \$ 6,300         |
| 4. Contingency - Irrigation Fund | \$ 2,400         |
| <b>TOTAL AVAILABLE</b>           | <b>\$ 53,100</b> |

Attachments: Resolution  
Abstract of Bids

**RESOLUTION NO. R14-2015**

**RESOLUTION AWARING BID TO HESS CONSTRUCTION, INC. IN THE AMOUNT OF \$30,154.00 FOR THE NORTH WASTE WATER TREATMENT PLANT PARKING PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER, WATER AND IRRIGATION FUNDS FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.**

**WHEREAS**, City of Kuna, Idaho has received bids for the North Waste Water Treatment Plant Parking Project; and

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

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

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that said City approves the award of bid to HESS CONSTRUCTION, INC. in the amount of thirty thousand one hundred fifty-four and 40/100 dollars (\$30,154.40) for the North Waste Water Treatment Plant Parking Project; that Council directs the expenditure of available funds from the Sewer, Water and Irrigation Funds for said project, including Contingency Funds as follows:

1. Sewer Contingency Funds - \$6,300.00;
2. Water Contingency Funds - \$6,300.00; and
3. Irrigation Contingency Funds - \$2,400.

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17th day of March, 2015.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Chris Engels, Interim City Clerk



**CITY OF KUNA  
NWWTP PARKING IMPROVEMENTS**

**BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Kuna  
6950 S. Ten Mile Road  
Meridian, ID 83642

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

*HESS CONSTRUCTION, INC.*

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NONE</u>	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

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

**BASE BID UNIT PRICE SCHEDULE** *LESS CONSTRUCTION, INC.*

City of Kuna: North WWTP Parking Improvements

Base Bid Schedule					
Pay Item Reference	Item Description	Est. Quantity	Unit	Unit Price	Total Price
201.4.1.B.1	Clearing and Grubbing <i>Two Thousand Three Hundred</i>		LS	<i>2,375.00</i>	<i>2,375.00</i>
201.4.1.C.1	Removal of Obstructions <i>ONE THOUSAND TWO HUNDRED</i>		LS	<i>1,250.00</i>	<i>1,250.00</i>
307.4.1.G.1	Type "P" Surface Restoration <i>TWENTY SIX</i>	<i>286</i>	SY	<i>26.40</i>	<i>7,550.40</i>
706.4.1.A.3	6" Vertical Curb (No Gutter) <i>TWENTY EIGHT</i>	<i>248</i>	LF	<i>28.00</i>	<i>18,256.00</i>
706.4.1.B.1	Concrete Valley Gutter <i>TWENTY TWO</i>	<i>120</i>	LF	<i>22.00</i>	<i>2,640.00</i>
1104.4.1.A.1	Pavement Line Markings, 4" White <i>TEN</i>	<i>67</i>	SF	<i>10.00</i>	<i>670.00</i>
2010.4.1.A.1	Mobilization (5% Max.) <i>ONE THOUSAND NINE HUNDRED FIFTY</i>		LS	<i>1,950.00</i>	<i>1,950.00</i>
2030.4.1.C.1	Valve Box - Water, Adjust to Grade <i>THREE</i>	<i>2</i>	EA	<i>350.00</i>	<i>700.00</i>
2040.4.1.A.1	Fence, 6' Vinyl <i>FORTY FIVE</i>	<i>135</i>	LF	<i>45.00</i>	<i>6,075.00</i>

TOTAL OF ALL UNIT PRICES – BASE BID SCHEDULE (\$ *40,966.40*)  
(Use Figures)

*Forty Thousand Nine Hundred Sixty Six & 40/100*  
(Written Words)

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho Residents.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of Bid Bond, Certified Check, Cash, or Cashier's Check;
  - B. Naming of Subcontractors Form, Document 00440;
  - C. Evidence of authority to sign the Bid;
  - D. Evidence of authority to do business in the state of the Project;
  - E. State of Idaho Public Works Contractor's License No. 10917-C-1-73; and
  - F. All signed Addenda.

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

A Corporation

Corporation Name: Hess CONSTRUCTION, INC (SEAL)

State of Incorporation: GENERAL BUSINESS  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

Name (typed or printed): MARK L. HESS, president

Title: president  
(CORPORATE SEAL)

Attest [Signature] Corp. Sec.

Date of Qualification to do business in Idaho is April 1, 1990



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

GORDON N. LAW  
CITY ENGINEER

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

**MEMORANDUM**

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Deerhorn Sewer Project  
Approval of Bid Results

DATE: March 12, 2015

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

On March 11, 2015, bids were opened for the construction of a sewer main from Deerhorn Lift Station to Arbor Ridge Subdivision. This is a critical project to remove the Danskin Lift from service, a lift station that struggles to keep up with flows. Six bidders responded to the request for bid. The results of the bidding are as follows:

- |                             |                               |
|-----------------------------|-------------------------------|
| 1. Knife River              | \$136,424.50                  |
| 2. Titan Technologies, Inc. | \$160,303.50                  |
| 3. L2 Excavation, LLC       | \$175,025.36                  |
| 4. Paul Construction        | \$178,424.50 (Non-responsive) |
| 5. Big Bite, Inc.           | \$218,772.75                  |
| 6. Cascade Pipeline Corp    | \$226,935.00                  |

The apparent low bid was provided by Knife River in the amount of \$136,424.50. The bid submittal was reviewed and found to be responsive to the Bid Instructions and it is recommended Knife River be awarded the contract for the work. A resolution is attached, which if approved, will adopt the recommendation.

This project is budgeted from the Sewer Fund. Available budgeted funds for this project are as follows:

- |                        |                  |
|------------------------|------------------|
| 1. Deerhorn Sewer Line | \$182,500        |
| 2. Contingency         |                  |
| <b>TOTAL AVAILABLE</b> | <b>\$182,500</b> |

Attachments: Resolution  
Abstract of Bids





**RESOLUTION NO. R15-2015**

**RESOLUTION AWARING BID TO KNIFE RIVER CORPORATION – NORTHWEST IN THE AMOUNT OF \$136,424.50 FOR THE DEERHORN SEWER MAIN PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH KNIFE RIVER CORPORATION – NORTHWEST.**

**WHEREAS**, City of Kuna, Idaho has received bids for the Deerhorn Sewer Main Project; and

**WHEREAS**, the apparent low bidder for said Project is KNIFE RIVER CORPORATION - NORTHWEST; and

**WHEREAS**, the bid submitted by KNIFE RIVER CORPORATION - NORTHWEST is responsive to the bid requirements:

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that said City approves the award of bid to KNIFE RIVER CORPORATION - NORTHWEST in the amount of one hundred thirty-six thousand four hundred twenty-four and 50/100 dollars (\$136,424.50) for the Deerhorn Sewer Main Project; that Council directs the expenditure of available funds from the Sewer Fund for said project, and the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said bidder for said Project upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and which copy of signed bid is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17th day of March, 2015.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Chris Engels, Interim City Clerk

**Bid Form**

**Article 1 – Bid Recipient**

1.01 This Bid is submitted to:  
City of Kuna  
6950 S. Ten Mile Rd.  
Meridian, ID 83642

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**Article 2 – Bidder’s Acknowledgements**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**Article 3 – Bidder’s Representations**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	2/24/2015 <i>KA</i>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by

Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**Article 4 – Bidder's Certification**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**Article 5 – Basis of Bid**

5.01 Bidder will complete the work in accordance with the Contract Documents for the price(s):

**Base Bid Unit Price Schedule**

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
302.4.1.A.1	Rock Excavation	100	CY	\$160.00	\$16,000.00
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	1,400	LF	\$ 2.00	\$2,800.00
307.4.1.G.1	Type "P" Asphalt Repair	52.3	SY	\$ 62.00	\$ 3,242.60
502.4.1.A.1	Type "A" Sanitary Sewer Manhole	7	EA	\$ 100.00	\$ 700.00
507.4.1.K.1	Sewage Flow Control	1	LS	\$ 1.00	\$1.00
501.4.1.B.1	18" ASTM D-3034 PVC Sewer Pipe	200	LF	\$ 41.00	\$8,200.00
501.4.1.B.1	15" ASTM D-3034 PVC Sewer Pipe	710	LF	\$ 33.00	\$ 23,430.00
501.4.1.B.1	12" ASTM D-3034 PVC Sewer Pipe	200	LF	\$ 29.00	\$5,800.00
504.4.1.A.1	New 4" Sanitary Sewer Service Line (11)	305	LF	\$ 29.00	\$8,845.00
502.4.1.F.1	Connect New Sewer Main to Existing Sewer Manhole	1	EA	\$ 2,500.00	\$ 2,500.00
501.4.1.C.1	CCTV Inspection	1,110	LF	\$ 1.50	\$ 1,665.00
1001.4.1.A.1	Sediment Control	1	LS	\$ 2,000.00	\$2,000.00
507.4.1.C.3	Sewer Main Trench Excavation (Non-Asphalt Surfacing)	1,110	LF	\$ 14.00	\$ 15,540.00
507.4.1.C.3	Sewer Service Trench Excavation (Non-Asphalt Surfacing)	305	LF	\$ 10.00	\$ 3,050.00
SP-2 (00820-1)	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00
SP-3 (00820-1)	Connection of Existing Sanitary Sewer Service to Main	3	EA	\$ 500.00	\$ 1,500.00
SP-4 (00820-1)	Cap and Abandon Existing Temporary Sanitary Sewer Service	3	EA	\$ 400.00	\$ 1,200.00
SP-5 (00820-1)	Decommission Line to Lift Station	1	LS	\$ 2,000.00	\$ 2,000.00
SP-6 (00820-2)	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
SP-7 (00820-2)	Backfill Compaction Testing	1	LS	\$ 2,500.00	\$ 2,500.00
SP-8 (00820-3)	Exploratory Excavation	1	LS	\$ 1.00	\$1.00
SP-10 (00820-3)	Temporary Gravel Service Road	1	LS	\$ 8,000.00	\$8,000.00
SP-11 (00820-3)	Existing Irrigation Drain Ditch Crossing	1	LS	\$ 800.00	\$ 800.00
SP-12 (00820-4)	Temporary Field Drainage System	1	LS	\$ 650.00	\$ 650.00

Total of All Unit Prices – Base Bid Schedule ( \$ 136,424.60 )  
(Use Figures)

One hundred thirty six thousand, four hundred twenty four dollars and sixty cents  
(Use Words)

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Article 6 – Time of Completion**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1006, regarding employment of Idaho Residents.

**Article 7 – Attachments to this Bid**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of Bid Bond, Certified Check, Cash, or Cashier's Check;
  - B. Naming of Subcontractors Form, Document 00440;
  - C. Evidence of authority to sign the Bid;
  - D. Evidence of authority to do business in the State of Idaho;
  - E. State of Idaho Public Works Construction License No. 15564-U-1-2-3; and
  - F. All signed Addenda.

**Article 8 – Defined Terms**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

A Corporation

Corporation Name: Knife River Corporation - Northwest

State of Incorporation: Oregon

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



By: J.R. **Jessee Rosin, Authorized Agent**

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jessee Rosin

Title: Authorized Agent

(CORPORATE SEAL)

Attest Terri O'Leary **Terri O'Leary, Authorized Agent**

Date of Qualification to do business in Idaho is 1 / 14 / 2003.

A Joint Venture

Name of Joint Venture: N / A

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: N / A (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 5450 W Gowen Road

Boise, ID 83709

Phone No. (208) 362-6152 Fax No. (208) 562-5045

E-mail jessee.rosin@kniferiver.com

SUBMITTED on March 11th, 2015.

Idaho Public Works Contractor License No. 15564-U-1-2-3.



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

GORDON N. LAW  
 CITY ENGINEER

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

## MEMORANDUM

**TO:** Mayor Nelson and Members of City Council

**FROM:** Gordon N. Law  
 Kuna City Engineer

**RE:** 2015 PI Projects – Schedules A-C  
 Approval of Bid Results

**DATE:** March 12, 2015

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

On March 11, 2015, bids were opened for the construction of a pressure irrigation main in Ten Mile Road (Schedule A), Kuna Canal (Schedule B) and Park-to-4<sup>th</sup> Street (Schedule C). The results of the bidding are as follows:

### SCHEDULE A

1. Knife River	\$342,475.50
2. Hi-Grade Underground	\$374,763.95
3. Titan Technologies	\$401,664.00
4. Cascade Pipeline	\$496,692.00
5. Big Bite	\$511,467.50

### SCHEDULE B

1. Hi-Grade Underground	\$ 52,120.55
2. Knife River	\$ 52,323.50
3. Titan Technologies	\$ 76,090.00
4. Big Bite	\$ 81,306.50
5. Cascade Pipeline	\$ 82,217.00

### SCHEDULE C

1. Titan Technologies	\$211,705.00
2. Hi-Grade Underground	\$220,274.90
3. Knife River	\$220,841.00
4. Cascade Pipeline	\$289,996.75

The apparent low bid for each schedule was:

1. SCHEDULE A – Knife River in the amount of \$342,475.50;
2. SCHEDULE B - Hi-Grade Underground in the amount of \$52,120.55;
3. SCHEDULE C - Titan Technologies in the amount of \$211,705.00.

The total of the separate low bidders is the amount of \$606,301.05.

**Protest and Anomalies in Bid Process**

The apparent low bid submittals in each schedule were reviewed and found to be responsive to the Bid Instructions and **it is recommended the apparent low bidders in each schedule are awarded the respective contracts for each schedule of the work.** A resolution is attached, which if approved, will adopt the recommendation.

One prospective bidder (Paul Construction) filed a protest against Award of Bid. The above recommendations for Award were prepared as if the protest was without merit. However, the decision on the merits is Council’s with analysis and advice from the City Attorney. Relevant documents for the protest are attached.

One bidder (Cascade Pipeline) on Schedule A made significant addition errors, which were corrected per bid instructions. The corrected result did not affect the bid outcome.

One bidder (Cascade Pipeline) on Schedule B made significant transcription errors, which could be read as bidding “\$82” instead of “\$82,000” and could not be corrected within the scope of the bid instructions. The Idaho State Code allows withdrawal of bids without forfeiture of bid bonds for obvious material mistakes. A request to withdraw its bid has been received by the City Engineer, who recommends that withdrawal of bid is allowed. The intended bid amount would not affect the bid outcome.

**Available Funds**

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

1. Ten Mile PI Line: Ingo-to-Crenshaw	\$156,800	Water Fund
2. Ten Mile PI Line: Crenshaw-to-Ardell	\$140,000	Water Fund
3. Ten Mile PI Line: Ardell-to-Galiano	\$116,800	Water Fund
4. Downtown: Park-to-4 <sup>th</sup>	\$134,750	Water Fund
5. Kuna Lateral: Chapparosa-to-Ardell	\$ 42,225	PI Fund
6. Indian Creek Pump Station	\$ 60,000	PI Fund
7. Contingency (Less Previous commitments)	\$101,563	Water Fund
8. Contingency (Less Previous commitments)	\$150,751	PI Fund
<b>TOTAL AVAILABLE</b>	<b>\$902,889</b>	

Attachments: Resolution  
Abstract of Bids

**RESOLUTION NO. R16-2015**

**RESOLUTION AWARDED BID FOR THE 2015 PRESSURE IRRIGATION PROJECT TO KNIFE RIVER CORPORATION-NORTHWEST IN THE AMOUNT OF \$342,475.50 FOR SCHEDULE A OF THE PROJECT; AWARDED BID TO HI-GRADE UNDERGROUND, INC. IN THE AMOUNT OF \$52,120.55 FOR SCHEDULE B OF THE PROJECT; AWARDED BID TO TITAN TECHNOLOGIES, INC. IN THE AMOUNT OF \$211,705.00 FOR SCHEDULE C OF THE PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.**

**WHEREAS**, City of Kuna, Idaho has received bids for the 2015 PI Main Project; and

**WHEREAS**, the apparent low bidder for Schedule A of said Project is KNIFE RIVER CORPORATION – NORTHWEST; and

**WHEREAS**, the apparent low bidder for Schedule B of said Project is HI – GRADE UNDERGROUND, INC.; and

**WHEREAS**, the apparent low bidder for Schedule c of said Project is TITAN TECHNOLOGIES, INC.; and

**WHEREAS**, the bids submitted by KNIFE RIVER CORPORATION – NORTHWEST, HI – GRADE UNDERGROUND, INC and TITAN TECHNOLOGIES, INC. are responsive to the bid requirements:

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

1. SCHEDULE A to KNIFE RIVER CORPORATION – NORTHWEST in the amount of three hundred forty-two thousand four hundred seventy-five and 50/100 dollars (\$342,475.50) for the portion of the project in or adjacent to Ten Mile Road from Ingo Street to Galiano Subdivision;
2. SCHEDULE B to HI-GRADE UNDERGROUND, INC. in the amount of fifty-two thousand one hundred twenty and 55/100 dollars (\$52,120.55) for the portion of the project adjacent to Kuna Canal from Chapparosa Pump Station to Ardell Road; and
3. SCHEDULE C to TITAN TECHNOLOGIES, INC. in the amount of two hundred eleven thousand seven hundred five and no/100 dollars (\$211,705.00) for the portion of the project from the City Greenbelt Park to 4<sup>th</sup> Street.

**BE IT FURTHER RESOLVED** that Mayor and Council directs the expenditure of available funds from the Water and Irrigation Funds for said project, including \$4,200.00

dollars from the Water Fund Contingency account and \$1,600.00 dollars from the Irrigation Fund Contingency account; 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 bidders for the portions of said Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and directs that copies of signed bids of successful bidders are attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17th day of March, 2015.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Chris Engels, Interim City Clerk

**BID SCHEDULE A - 2015 PI MAIN**

**TEN MILE ROAD**

ITEM	TASK	QTY	UNIT	KNIFE RIVER		HI-GRADE		TITAN		CASCADE	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2010.4.1.A.1	Mobilization	1	LS	29,000.00	29,000.00	4,800.00	4,800.00	25,500.00	25,500.00	25,000.00	25,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	6,000.00	6,000.00	7,100.00	7,100.00	5,235.00	5,235.00	2,000.00	2,000.00
1103.4.1.B.1	Traffic Control Signs	8	EA	200.00	1,600.00	225.00	1,800.00	38.00	304.00	225.00	1,800.00
1103.4.1.G.1	Traffic Control Maintenance	1	LS	1,200.00	1,200.00	1.00	1.00	3,820.00	3,820.00	2,500.00	2,500.00
1001.4.1.A.1	Sediment Control	4870	LF	0.65	3,165.50	1.99	9,691.30	2.25	10,957.50	0.65	3,165.50
302.4.1.A.1	Rock Excavation	550	CY	75.00	41,250.00	149.00	81,950.00	148.00	81,400.00	300.00	165,000.00
306.4.1.D.1	Imported Trench Backfill	50	CY	15.00	750.00	27.75	1,387.50	21.75	1,087.50	15.00	750.00
307.4.1.G.1	Type "p" Surface Restoration	630	SY	32.00	20,160.00	52.25	32,917.50	40.00	25,200.00	29.50	18,585.00
307.4.1.A.3	Sod Surface Restoration	40	LF	38.00	1,520.00	25.00	1,000.00	22.75	910.00	4.00	160.00
307.4.1.A.7	Native Ground Restoration	1230	LF	2.00	2,460.00	2.50	3,075.00	1.00	1,230.00	4.50	5,535.00
706.4.1.G.1	Sidewalk Repair	20	SY	54.00	1,080.00	60.00	1,200.00	62.00	1,240.00	32.50	650.00
901.4.1.A.1	12" PVC PI Main - SDR 21	860	LF	28.00	24,080.00	29.50	25,370.00	29.50	25,370.00	35.00	30,100.00
901.4.1.A.1	12" PVC PI Main - C-900, SDR 18	3570	LF	33.00	117,810.00	33.35	119,059.50	33.50	119,595.00	34.10	121,737.00
901.4.1.A.1	12" PI Main - Ductile Iron	55	LF	60.00	3,300.00	56.00	3,080.00	84.00	4,620.00	36.00	1,980.00
901.4.1.A.1	8" PVC PI Main	380	LF	20.00	7,600.00	22.25	8,455.00	21.50	8,170.00	21.50	8,170.00
902.4.1.A.1	12" Gate Valves	9	EA	2,150.00	19,350.00	2,315.85	20,842.65	2,550.00	22,950.00	2,725.50	24,529.50
902.4.1.A.1	10" Gate Valves	1	EA	1,900.00	1,900.00	1,946.00	1,946.00	2,400.00	2,400.00	2,250.00	2,250.00
902.4.1.A.1	8" Gate Valves	4	EA	1,400.00	5,600.00	1,404.00	5,616.00	1,600.00	6,400.00	1,470.00	5,880.00
902.4.1.A.1	6" Gate Valves	1	EA	1,000.00	1,000.00	1,000.00	1,000.00	1,200.00	1,200.00	1,200.00	1,200.00
901.4.1.B.1	12" Fittings	28	EA	600.00	16,800.00	465.00	13,020.00	650.00	18,200.00	650.00	18,200.00
901.4.1.B.1	10" Fittings	4	EA	450.00	1,800.00	355.00	1,420.00	550.00	2,200.00	500.00	2,000.00
901.4.1.B.1	8" Fittings	15	EA	420.00	6,300.00	360.00	5,400.00	465.00	6,975.00	500.00	7,500.00
SP-100	Connect to Exist. PI	8	EA	1,300.00	10,400.00	950.00	7,600.00	425.00	3,400.00	850.00	6,800.00
SP-200	Misc Surface Restore - Gravel	2350	LF	3.00	7,050.00	1.95	4,582.50	4.00	9,400.00	8.00	18,800.00
SP-300	Teed Lateral Crossing	1	LS	4,000.00	4,000.00	4,300.00	4,300.00	3,800.00	3,800.00	12,000.00	12,000.00
SP-400	Temporary Pole Support	10	EA	250.00	2,500.00	500.00	5,000.00	500.00	5,000.00	250.00	2,500.00
SP-600	Air Release Valves	3	EA	800.00	2,400.00	430.00	1,290.00	900.00	2,700.00	1,400.00	4,200.00
SP-700	Drains	2	EA	1,200.00	2,400.00	930.00	1,860.00	1,200.00	2,400.00	1,850.00	3,700.00
	<b>TOTAL</b>				<b>342,475.50</b>		<b>374,763.95</b>		<b>401,664.00</b>		<b>496,692.00</b>

**BID SCHEDULE A - 2015 PI MAIN  
TEN MILE ROAD**

ITEM	TASK	QTY	UNIT	BIG BITE							
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2010.4.1.A.1	Mobilization	1	LS	20,125.00	20,125.00			0.00	0.00		
1103.4.1.A.1	Construction Traffic Control	1	LS	10,500.00	10,500.00			0.00	0.00		
1103.4.1.B.1	Traffic Control Signs	8	EA	625.00	5,000.00			0.00	0.00		
1103.4.1.G.1	Traffic Control Maintenance	1	LS	5,500.00	5,500.00			0.00	0.00		
1001.4.1.A.1	Sediment Control	4870	LF	2.00	9,740.00			0.00	0.00		
302.4.1.A.1	Rock Excavation	550	CY	125.00	68,750.00			0.00	0.00		
306.4.1.D.1	Imported Trench Backfill	50	CY	50.00	2,500.00			0.00	0.00		
307.4.1.G.1	Type "p" Surface Restoration	630	SY	40.00	25,200.00			0.00	0.00		
307.4.1.A.3	Sod Surface Restoration	40	LF	30.00	1,200.00			0.00	0.00		
307.4.1.A.7	Native Ground Restoration	1230	LF	5.00	6,150.00			0.00	0.00		
706.4.1.G.1	Sidewalk Repair	20	SY	75.00	1,500.00			0.00	0.00		
901.4.1.A.1	12" PVC PI Main - SDR 21	860	LF	47.50	40,850.00			0.00	0.00		
901.4.1.A.1	12" PVC PI Main - C-900, SDR 18	3570	LF	42.00	149,940.00			0.00	0.00		
901.4.1.A.1	12" PI Main - Ductile Iron	55	LF	283.50	15,592.50			0.00	0.00		
901.4.1.A.1	8" PVC PI Main	380	LF	74.00	28,120.00			0.00	0.00		
902.4.1.A.1	12" Gate Valves	9	EA	2,600.00	23,400.00			0.00	0.00		
902.4.1.A.1	10" Gate Valves	1	EA	2,350.00	2,350.00			0.00	0.00		
902.4.1.A.1	8" Gate Valves	4	EA	1,750.00	7,000.00			0.00	0.00		
902.4.1.A.1	6" Gate Valves	1	EA	1,400.00	1,400.00			0.00	0.00		
901.4.1.B.1	12" Fittings	28	EA	950.00	26,600.00			0.00	0.00		
901.4.1.B.1	10" Fittings	4	EA	900.00	3,600.00			0.00	0.00		
901.4.1.B.1	8" Fittings	15	EA	500.00	7,500.00			0.00	0.00		
SP-100	Connect to Exist. PI	8	EA	800.00	6,400.00			0.00	0.00		
SP-200	Misc Surface Restore - Gravel	2350	LF	4.00	9,400.00			0.00	0.00		
SP-300	Teed Lateral Crossing	1	LS	2,400.00	2,400.00			0.00	0.00		
SP-400	Temporary Pole Support	10	EA	2,000.00	20,000.00			0.00	0.00		
SP-600	Air Release Valves	3	EA	2,250.00	6,750.00			0.00	0.00		
SP-700	Drains	2	EA	2,000.00	4,000.00			0.00	0.00		
	<b>TOTAL</b>				<b>511,467.50</b>			<b>0.00</b>	<b>0.00</b>		<b>0.00</b>

**BID SCHEDULE B - 2015 PI MAIN**

**KUNA CANAL**

ITEM	TASK	QTY	UNIT	HI-GRADE		KNIFE RIVER		TITAN		BIG BITE	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2010.4.1.A.1	Mobilization	1	LS	3,200.00	3,200.00	5,000.00	5,000.00	7,000.00	7,000.00	7,391.50	7,391.50
1103.4.1.A.1	Construction Traffic Control	1	LS	125.00	125.00	115.00	115.00	2,500.00	2,500.00	1,000.00	1,000.00
1103.4.1.B.1	Traffic Control Signs	2	EA	120.00	240.00	115.00	230.00	50.00	100.00	500.00	1,000.00
1103.4.1.G.1	Traffic Control Maintenance	1	LS	1.00	1.00	1.00	1.00	1,000.00	1,000.00	1,000.00	1,000.00
1001.4.1.A.1	Sediment Control	670	LF	2.85	1,909.50	2.25	1,507.50	4.00	2,680.00	7.50	5,025.00
302.4.1.A.1	Rock Excavation	100	CY	149.00	14,900.00	75.00	7,500.00	232.00	23,200.00	75.00	7,500.00
306.4.1.D.1	Imported Trench Backfill	20	CY	27.75	555.00	15.00	300.00	21.00	420.00	50.00	1,000.00
307.4.1.A.3	Sod Surface Restoration	20	LF	26.00	520.00	38.00	760.00	23.00	460.00	125.00	2,500.00
307.4.1.A.7	Native Ground Restoration	660	LF	2.50	1,650.00	2.00	1,320.00	2.00	1,320.00	5.00	3,300.00
901.4.1.A.1	12" PVC PI Main - SDR 21	670	LF	14.75	9,882.50	22.00	14,740.00	23.00	15,410.00	37.00	24,790.00
902.4.1.A.1	12" Gate Valves	3	EA	2,315.85	6,947.55	2,250.00	6,750.00	2,550.00	7,650.00	2,600.00	7,800.00
902.4.1.A.1	6" Gate Valves	1	EA	1,000.00	1,000.00	1,000.00	1,000.00	1,200.00	1,200.00	1,400.00	1,400.00
901.4.1.B.1	12" Fittings	16	EA	465.00	7,440.00	500.00	8,000.00	700.00	11,200.00	950.00	15,200.00
SP-100	Connect to Exist. PI	3	EA	1,250.00	3,750.00	1,700.00	5,100.00	650.00	1,950.00	800.00	2,400.00
	<b>TOTAL</b>				<b>52,120.55</b>		<b>52,323.50</b>		<b>76,090.00</b>		<b>81,306.50</b>



**BID SCHEDULE C - 2015 PI MAINS**

**PARK TO 4TH**

ITEM	TASK	QTY	UNIT	TITAN		HI-GRADE		KNIFE RIVER		CASCADE	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2010.4.1.A.1	Mobilization	1	LS	15,000.00	15,000.00	3,500.00	3,500.00	20,000.00	20,000.00	18,000.00	18,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	3,500.00	3,500.00	3,000.00	3,000.00	4,000.00	4,000.00	3,500.00	3,500.00
1103.4.1.B.1	Traffic Control Signs	16	EA	30.00	480.00	280.00	4,480.00	230.00	3,680.00	225.00	3,600.00
1103.4.1.G.1	Traffic Control Maintenance	1	LS	1,500.00	1,500.00	1.00	1.00	1.00	1.00	1,200.00	1,200.00
1001.4.1.A.1	Sediment Control	2475	LF	2.00	4,950.00	2.45	6,063.75	1.00	2,475.00	0.65	1,608.75
302.4.1.A.1	Rock Excavation	350	CY	150.00	52,500.00	149.00	52,150.00	75.00	26,250.00	400.00	140,000.00
306.4.1.D.1	Imported Trench Backfill	50	CY	21.00	1,050.00	27.75	1,387.50	15.00	750.00	15.00	750.00
307.4.1.G.1	Type "P" Surface Restoration	480	SY	40.00	19,200.00	54.00	25,920.00	32.00	15,360.00	29.50	14,160.00
307.4.1.A.3	Sod Surface Restoration	740	LF	12.00	8,880.00	26.00	19,240.00	40.00	29,600.00	4.00	2,960.00
706.4.1.G.1	Sidewalk Repair	40	SY	60.00	2,400.00	60.00	2,400.00	54.00	2,160.00	32.50	1,300.00
901.4.1.A.1	12" PVC PI Main - SDR 21	45	LF	29.00	1,305.00	35.00	1,575.00	36.00	1,620.00	35.00	1,575.00
901.4.1.A.1	8" PVC PI Main - SDR 21	1320	LF	22.00	29,040.00	25.70	33,924.00	26.00	34,320.00	21.50	28,380.00
901.4.1.A.1	8" PVC PI Main - C-900, DR 18	1155	LF	26.00	30,030.00	27.76	32,062.80	33.00	38,115.00	22.50	25,987.50
902.4.1.A.1	12" Gate Valves	1	EA	2,500.00	2,500.00	2,315.85	2,315.85	2,250.00	2,250.00	2,725.50	2,725.50
902.4.1.A.1	8" Gate Valves	8	EA	1,600.00	12,800.00	1,405.00	11,240.00	1,350.00	10,800.00	1,470.00	11,760.00
902.4.1.A.1	6" Gate Valves	1	EA	1,200.00	1,200.00	1,000.00	1,000.00	1,000.00	1,000.00	1,200.00	1,200.00
902.4.1.A.1	4" Gate Valves	1	EA	1,000.00	1,000.00	600.00	600.00	850.00	850.00	950.00	950.00
901.4.1.B.1	12" Fittings	2	EA	700.00	1,400.00	440.00	880.00	500.00	1,000.00	650.00	1,300.00
901.4.1.B.1	8" Fittings	29	EA	450.00	13,050.00	320.00	9,280.00	420.00	12,180.00	500.00	14,500.00
901.4.1.B.1	4" Fittings	1	EA	400.00	400.00	240.00	240.00	270.00	270.00	250.00	250.00
SP-100	Connect to Exist. PI	4	EA	450.00	1,800.00	950.00	3,800.00	1,500.00	6,000.00	400.00	1,600.00
SP-200	Misc Surface Restore - Gravel	880	LF	4.00	3,520.00	3.00	2,640.00	5.00	4,400.00	8.00	7,040.00
SP-500	Remove and Reset Water Meter	1	EA	1,200.00	1,200.00	785.00	785.00	1,000.00	1,000.00	1,000.00	1,000.00
SP-600	Air Release Valves	2	EA	900.00	1,800.00	430.00	860.00	780.00	1,560.00	1,400.00	2,800.00
SP-700	Drains	1	EA	1,200.00	1,200.00	930.00	930.00	1,200.00	1,200.00	1,850.00	1,850.00
	<b>TOTAL</b>				<b>211,705.00</b>		<b>220,274.90</b>		<b>220,841.00</b>		<b>289,996.75</b>



CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

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

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - I. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

5.01 BID SCHEDULE

BID SCHEDULE A  
Ten Mile Road (Ingo Street to Heartland Drive)

Item No.	Description	Total Quantity	Unit	Unit Price	Amount
1	2010.4.1.A.1 Mobilization (Max 10%)	--	LS	\$29,000	\$29,000.00
2	1103.4.1.A.1 Construction Traffic Control	1	LS	\$6,000.00	\$6,000.00
3	1103.4.1.B.1 Traffic Control Signs	8	EA	\$200.00	\$1,600.00
4	1103.4.1.G.1 Traffic Control Maintenance	1	LS	\$1,200.00	\$1,200.00
5	1001.4.1.A.1 Sediment Control	4,870	LF	\$0.65	\$3,165.50
6	302.4.1.A.1 Rock Excavation	550	CY	\$75.00	\$41,250.00
7	306.4.1.D.1 Imported Trench Backfill	50	CY	\$15.00	\$750.00
8	307.4.1.G.1 Type "P" Surface Restoration	630	SY	\$32.00	\$20,160.00
9	307.4.1.A.3 Sod Surface Restoration	40	LF	\$38.00	\$1,520.00
10	307.4.1.A.7 Native Ground Surface Restoration	1,230	LF	\$2.00	\$2,460.00
11	706.4.1.G.1 Sidewalk Repair	20	SY	\$54.00	\$1,080.00
12	901.4.1.A.1 12" Pressure Irrigation Main (PVC) SDR 21	860	LF	\$28.00	\$24,080.00
13	901.4.1.A.1 12" Pressure Irrigation Main (PVC) C-900, SDR 18	3,570	LF	\$33.00	\$117,810.00
14	901.4.1.A.1 12" Pressure Irrigation Main (Ductile Iron)	55	LF	\$60.00	\$3,300.00
15	901.4.1.A.1 8" Pressure Irrigation Main	380	LF	\$20.00	\$7,600.00
16	902.4.1.A.1 12" Gate Valves	9	EA	\$2,150.00	\$19,350.00
17	902.4.1.A.1 10" Gate Valve	1	EA	\$1,900.00	\$1,900.00
18	902.4.1.A.1 8" Gate Valves	4	EA	\$1,400.00	\$5,600.00
19	902.4.1.A.1 6" Gate Valve	1	EA	\$1,000.00	\$1,000.00
20	901.4.1.B.1 12" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	28	EA	\$600.00	\$16,800.00
21	901.4.1.B.1 10" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	4	EA	\$450.00	\$1,800.00
22	901.4.1.B.1 8" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	15	EA	\$420.00	\$6,300.00
23	SP-100 Connect to Existing Pressure Mains	8	EA	\$1,300.00	\$10,400.00
24	SP-200 Miscellaneous Surface Restoration (Gravel Shoulder)	2,350	LF	\$3.00	\$7,050.00
25	SP-300 Teed Lateral Crossing	1	LS	\$4,000.00	\$4,000.00
26	SP-400 Temporary Pole Support	10	EA	\$250.00	\$2,500.00
27	SP-600 Air Release Valves	3	EA	\$800.00	\$2,400.00
28	SP-700 Drains	2	EA	\$1,200.00	\$2,400.00

Three hundred forty two thousand four hundred seventy five dollars : fifty cents. \$ 342,475.50

Total in Words Total in Figures

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

A Corporation

Corporation Name: Knife River Corporation - Northwest

By: J.R. Jessee Rosin, Authorized Agent

(Signature – attach evidence of authority to sign)

Name: (typed or printed): Jessee Rosin

Title: Authorized Agent

Attest Cal Dewall Calvin Dewall Authorized Agent

(Signature of Corporate Secretary) - *kt*

Business address: 5450 W Gowen Road

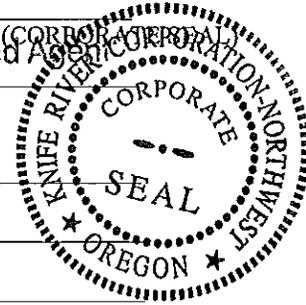
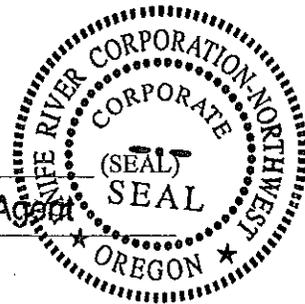
Boise, ID 83709

Phone No.: (208) 362-6152 FAX No.: (208) 562-5045

State of Incorporation: Oregon

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

Date of Qualification to do business is 1/14/2003



A Partnership

Partnership Name: N/A (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**BID FORM**

**PROJECT IDENTIFICATION:**

City of Kuna Pressure Irrigation Pipelines Project - 2015, Project No. 214112

**THIS BID IS SUBMITTED TO:**

**DELIVER TO:**

City of Kuna  
Public Works Department  
763 West Avalon  
Kuna, ID 83634

**MAIL TO:**

City of Kuna  
Public Works Department  
763 West Avalon  
Kuna, ID 83634

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

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

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

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

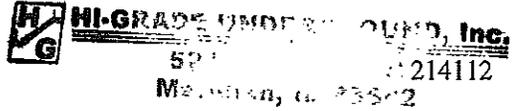
CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

- affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - I. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015



BID SCHEDULE B  
Kuna Canal (Near East Ardell Road)

Item No.	Description	Total Quantity	Unit	Unit Price	Amount
1	2010.4.1.A.1 Mobilization (Max 10%)	--	LS	\$ 3200.00	\$ 3200.00
2	1103.4.1.A.1 Construction Traffic Control	1	LS	\$ 125.00	\$ 125.00
3	1103.4.1.B.1 Traffic Control Signs	2	EA	\$ 120.00	\$ 240.00
4	1103.4.1.G.1 Traffic Control Maintenance	1	LS	\$ 1100 <del>1100</del>	\$ 1100 <del>1100</del>
5	1001.4.1.A.1 Sediment Control	670	LF	\$ 2.85	\$ 1,909.50
6	302.4.1.A.1 Rock Excavation	100	CY	\$ 149.00	\$ 14,900.00
7	306.4.1.D.1 Imported Trench Backfill	20	CY	\$ 27.75	\$ 555.00
8	307.4.1.A.3 Sod Surface Restoration	20	LF	\$ 26.00	\$ 520.00
9	307.4.1.A.7 Native Ground Surface Restoration	660	LF	\$ 2.15	\$ 1,419.00
10	901.4.1.A.1 12" Pressure Irrigation Main Installation (Pipe furnished by OWNER; CONTRACTOR to include use tax in bid)	670	LF	\$ 14.75	\$ 9,882.50
11	902.4.1.A.1 12" Gate Valves	3	EA	\$ 2315.85	\$ 6947.55
12	902.4.1.A.1 6" Gate Valve	1	EA	\$ 1000.00	\$ 1000.00
13	901.4.1.B.1 12" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	16	EA	\$ 465.00	\$ 7,440.00
14	SP-100 Connect to Existing Pressure Mains	3	EA	\$ 1250.00	\$ 3,750.00

FIFTY FIVE THOUSAND ONE HUNDRED TWENTY <sup>55/100</sup> Dollars \$ 52,120.55  
 Total in Words Total in Figures

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

5.02 BASIS OF AWARD

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

Submitted on 3-11, 2015.

Idaho Public Works Contractor License No. 14159-AVAA-4

Expiration Date MARCH 31, 2016

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

**A Corporation**

Corporation Name: HI-GRADE UNDERGROUND, INC. (SEAL)

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

Name: (typed or printed): DAVE M CLIFFORD

Title: VICE PRESIDENT (CORPORATE SEAL)

Attest [Signature]  
(Signature of Corporate Secretary)

Business address: 521 E 3RD  
MERIDIAN ID 83642

Phone No.: 208-888-6841 FAX No.: 208-888-6276

State of Incorporation: IDAHOW

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

Date of Qualification to do business is 1999

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**BID FORM**

**PROJECT IDENTIFICATION:**

City of Kuna Pressure Irrigation Pipelines Project - 2015, Project No. 214112

**THIS BID IS SUBMITTED TO:**

DELIVER TO:

City of Kuna  
Public Works Department  
763 West Avalon  
Kuna, ID 83634

MAIL TO:

City of Kuna  
Public Works Department  
763 West Avalon  
Kuna, ID 83634

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
<u>None</u>	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

BID SCHEDULE C  
Downtown Area (N. Avenue B and W. 2nd Street)

Item No.	Description	Total Quantity	Unit	Unit Price	Amount
1	2010.4.1.A.1 Mobilization (Max 10%)	--	LS	\$ 15,000 <sup>00</sup>	\$ 15,000 <sup>00</sup>
2	1103.4.1.A.1 Construction Traffic Control	1	LS	\$ 3,500 <sup>00</sup>	\$ 3,500 <sup>00</sup>
3	1103.4.1.B.1 Traffic Control Signs	16	EA	\$ 30 <sup>00</sup>	\$ 480 <sup>00</sup>
4	1103.4.1.G.1 Traffic Control Maintenance	1	LS	\$ 1,500 <sup>00</sup>	\$ 1,500 <sup>00</sup>
5	1001.4.1.A.1 Sediment Control	2,475	LF	\$ 2 <sup>00</sup>	\$ 4,950 <sup>00</sup>
6	302.4.1.A.1 Rock Excavation	350	CY	\$ 150 <sup>00</sup>	\$ 52,500 <sup>00</sup>
7	306.4.1.D.1 Imported Trench Backfill	50	CY	\$ 21 <sup>00</sup>	\$ 1,050 <sup>00</sup>
8	307.4.1.G.1 Type "P" Surface Restoration	480	SY	\$ 40 <sup>00</sup>	\$ 19,200 <sup>00</sup>
9	307.4.1.A.3 Sod Surface Restoration	740	LF	\$ 12 <sup>00</sup>	\$ 8,880 <sup>00</sup>
10	706.4.1.G.1 Sidewalk Repair	40	SY	\$ 60 <sup>00</sup>	\$ 2,400 <sup>00</sup>
11	901.4.1.A.1 12" Pressure Irrigation Main	45	LF	\$ 29 <sup>00</sup>	\$ 1,305 <sup>00</sup>
12	901.4.1.A.1 8" Pressure Irrigation Main (PVC) SDR21	1,320	LF	\$ 22 <sup>00</sup>	\$ 29,040 <sup>00</sup>
13	901.4.1.A.1 8" Pressure Irrigation Main (PVC) C-900, DR18	1,155	LF	\$ 26 <sup>00</sup>	\$ 30,030 <sup>00</sup>
14	902.4.1.A.1 12" Gate Valve	1	EA	\$ 2,500 <sup>00</sup>	\$ 2,500 <sup>00</sup>
15	902.4.1.A.1 8" Gate Valves	8	EA	\$ 1,600 <sup>00</sup>	\$ 12,800 <sup>00</sup>
16	902.4.1.A.1 6" Gate Valve	1	EA	\$ 1,200 <sup>00</sup>	\$ 1,200 <sup>00</sup>
17	902.4.1.A.1 4" Gate Valve	1	EA	\$ 1,000 <sup>00</sup>	\$ 1,000 <sup>00</sup>
18	901.4.1.B.1 12" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	2	EA	\$ 700 <sup>00</sup>	\$ 1,400 <sup>00</sup>
19	901.4.1.B.1 8" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	29	EA	\$ 450 <sup>00</sup>	\$ 13,050 <sup>00</sup>
20	901.4.1.B.1 4" Fitting (bends, elbows, tees, crosses, reducers, caps, etc.)	1	EA	\$ 400 <sup>00</sup>	\$ 400 <sup>00</sup>
21	SP-100 Connect to Existing Pressure Mains	4	EA	\$ 450 <sup>00</sup>	\$ 1,800 <sup>00</sup>
22	SP-200 Miscellaneous Surface Restoration (Gravel Shoulder)	880	LF	\$ 4 <sup>00</sup>	\$ 3,520 <sup>00</sup>
23	SP-500 Remove and Reset Water Meter	1	EA	\$ 1,200 <sup>00</sup>	\$ 1,200 <sup>00</sup>
24	SP-600 Air Release Valves	2	EA	\$ 900 <sup>00</sup>	\$ 1,800 <sup>00</sup>
25	SP-700 Drains	1	EA	\$ 1,200 <sup>00</sup>	\$ 1,200 <sup>00</sup>

two hundred eleven thousand seven hundred five <sup>4</sup>/<sub>100</sub> Dollars  
Total in Words

\$ 211,705<sup>00</sup>  
Total in Figures

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.
- G. The Owner will award all or any combination of individual bid packages that is financially most advantageous to the Owner and within the Owner's budget. The Owner may award contracts to multiple contractors.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.

7.01 The following documents are attached to and made a condition of this bid:

- A. Required Bid security
- B. Completed form in Section 00435, including names, addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Submitted on March 11, 2015.

Idaho Public Works Contractor License No. 15853-AA-4

Expiration Date September 30, 2015.

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

A Corporation

Corporation Name: Titan Technologies, Inc. (SEAL)

By: Clifton Cox  
(Signature -- attach evidence of authority to sign)

Name: (typed or printed): Clifton Cox

Title: Office/Project Manager (CORPORATE SEAL)

Attest: [Signature]  
(Signature of Corporate Secretary)

Business address: 5717 West Albatros Street  
Boise, Idaho 83705

Phone No.: 208-336-8748 FAX No.: 208-363-9531

State of Incorporation: Idaho

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

Date of Qualification to do business is 10/22/03

A Partnership

Partnership Name: NJA (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

PAUL CONSTRUCTION

BID PROTEST

"DOCUMENTS"

# Paul Construction Inc.

Site Utilities • Asphalt Paving • Excavation

PWL -10495-AA-4(02319, 02850,  
02310, 03300, 02740,  
02500, 03900, 02200, 02855)  
P.O. Box 1117 • Meridian, ID 83680  
(208) 466-2953 • Fax (208) 465-9013  
E-mail: plcnstrctn@cs.com  
RCE - 6121

March 12, 2015

Gordon Law  
City of Kuna  
763 West Avalon Rd.  
Kuna, Idaho 83634

CC: Justin Walker  
Keller & Associates

## LETTER OF PROTEST

RE: Pressure Irrigation Pipelines Project - 2015

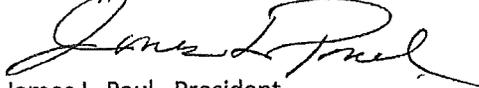
As per the Bid Form in the Documents Section: 00300-1 thru 00300-7, I delivered our bid for Schedule B to the City of Kuna, Public Works Department, 763 West Avalon, Kuna, Idaho at 2:55 p.m on the 11th. The envelope was stamped by the Clerk with initials C.E.

The Bid Form that is in Bid Documents for projects is the required paper that is to be submitted for the bid opening. The Advertisement for Bid is not in the Documents section, nor is it considered a Bid Document.

In regards to this, Paul Construction Inc. was actually the only responsive bidder for Schedule B and actually the entire project. The other bidders should be considered non-responsive. Therefore, we should be awarded Schedule B as we were the only responsive bidder. Our bid amount has been disclosed to Justin Walker with Keller & Associates.

We shall await to here from you.

Sincerely,



James L. Paul, President



Peggy S. Paul, Vice President

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

**BID FORM**

**PROJECT IDENTIFICATION:**

City of Kuna Pressure Irrigation Pipelines Project - 2015, Project No. 214112

**THIS BID IS SUBMITTED TO:**

DELIVER TO:

MAIL TO:

City of Kuna  
Public Works Department  
763 West Avalon  
Kuna, ID 83634

City of Kuna  
Public Works Department  
763 West Avalon  
Kuna, ID 83634

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
<u>None</u>	_____	_____
_____	_____	_____
_____	_____	_____

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

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

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

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - I. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

**BID SCHEDULE B**  
Kuna Canal (Near East Ardell Road)

Item No.	Description	Total Quantity	Unit	Unit Price	Amount
1	2010.4.1.A.1 Mobilization (Max 10%)	--	LS	\$ 7100 <sup>00</sup>	\$ 7100 <sup>00</sup>
2	1103.4.1.A.1 Construction Traffic Control	1	LS	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>
3	1103.4.1.B.1 Traffic Control Signs	2	EA	\$ 200 <sup>00</sup>	\$ 400 <sup>00</sup>
4	1103.4.1.G.1 Traffic Control Maintenance	1	LS	\$ 200 <sup>00</sup>	\$ 200 <sup>00</sup>
5	1001.4.1.A.1 Sediment Control	670	LF	\$ 740	\$ 4958 <sup>00</sup>
6	302.4.1.A.1 Rock Excavation	100	CY	\$ 175 <sup>00</sup>	\$ 17,500 <sup>00</sup>
7	306.4.1.D.1 Imported Trench Backfill	20	CY	\$ 30 <sup>00</sup>	\$ 600 <sup>00</sup>
8	307.4.1.A.3 Sod Surface Restoration	20	LF	\$ 60 <sup>00</sup>	\$ 1200 <sup>00</sup>
9	307.4.1.A.7 Native Ground Surface Restoration	660	LF	\$ 9 <sup>00</sup>	\$ 5940 <sup>00</sup>
10	901.4.1.A.1 12" Pressure Irrigation Main Installation (Pipe furnished by OWNER; CONTRACTOR to include use tax in bid)	670	LF	\$ 29 <sup>00</sup>	\$ 19,430 <sup>00</sup>
11	902.4.1.A.1 12" Gate Valves	3	EA	\$ 2510 <sup>00</sup>	\$ 7530 <sup>00</sup>
12	902.4.1.A.1 6" Gate Valve	1	EA	\$ 1316 <sup>00</sup>	\$ 1316 <sup>00</sup>
13	901.4.1.B.1 12" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	16	EA	\$ 858 <sup>00</sup>	\$ 13,728 <sup>00</sup>
14	SP-100 Connect to Existing Pressure Mains	3	EA	\$ 1650 <sup>00</sup>	\$ 4950 <sup>00</sup>

*Eighty-five thousand three hundred* Dollars \$ *85,352<sup>00</sup>*  
 Total in Words *fifty-two* Total in Figures

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.
- G. The Owner will award all or any combination of individual bid packages that is financially most advantageous to the Owner and within the Owner's budget. The Owner may award contracts to multiple contractors.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.

7.01 The following documents are attached to and made a condition of this bid:

- A. Required Bid security
- B. Completed form in Section 00435, including names, addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Submitted on March 10, 2015.

Idaho Public Works Contractor License No. 10495-A1A-4.

Expiration Date 3/31/2015.

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

**A Corporation**

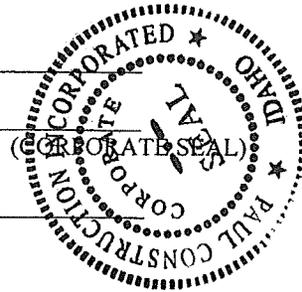
Corporation Name: Paul Construction Inc (SEAL)

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

Name: (typed or printed): JAMES L. PAUL

Title: PRESIDENT

Attest: [Signature]  
(Signature of Corporate Secretary)



Business address: PO Box 1117

Meridian ID

Phone No.: 466-2953 FAX No.: 465-9013

State of Incorporation: Idaho

Type (General Business, Professional, Service, Limited Liability): gen Bus

Date of Qualification to do business is Dec 27, 1999

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

# ARTICLES OF INCORPORATION



Dec 27 3 27 PM '99

To the Secretary of State of the State of Idaho.

The undersigned, in order to form a Corporation under the provisions of Title 30, Chapter 1, Idaho Code, submits the following articles of incorporation:

SECRETARY OF STATE  
STATE OF IDAHO

Article 1: The name of the corporation shall be: PAUL CONSTRUCTION, INC.

Article 2: The number of shares the corporation is authorized to issue is: 100

Article 3: The street address of the registered office is: 16429 McDermott Rd.  
Nampa and the registered agent at such address is: James L. Paul

Article 4: The name and address of the incorporator are: James L. and Peggy S. Paul  
16429 McDermott Rd., Nampa, ID 83687

Article 5: The mailing address of the corporation shall be: P.O. Box 1117  
Meridian, Idaho 83680

Optional articles:

Signature of an incorporator:

Customer Acct #:  
(# using pre-paid account)

Secretary of State use only

IDAHO SECRETARY OF STATE  
12/28/1999 09:00  
CK: 3926 CI: 124499 BH: 276779  
1 @ 100.00 = 100.00 CORP # 2

C 131869

5-comptormARTS.pms Reviewed 7/97

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

**NAMING OF SUBCONTRACTORS, SUPPLIERS, AND OTHER ENTITIES FORM**

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

<u>Name and Address</u>	<u>Classification</u>	<u>License Number (1)</u>
<i>n/a</i>		

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

RECEIVED  
MAR 11 2015  
CITY OF KUNA

2:55 PM  
[Signature]

17407 Kuna  
Public Works Dept  
763 W. Acker  
Kuna

Bio fur. Pressure Irrigation Project  
Sedecke D  
March 11, 2015  
4:00pm

Construction Inc  
X1117  
iOIAN JD  
P3680



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Paul Construction, Inc.
P.O. Box 1117, Meridian, ID 83680

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

North American Specialty Insurance Company
475 North Martingale Road, Suite 850, Schaumburg, IL 60173

OWNER (Name and Address):

City of Kuna
763 W. Avalon, Kuna, ID 83634

BID

Bid Due Date: March 11, 2015

Description (Project Name— Include Location): Kuna Pressure Irrigation Pipelines Project - 2015

BOND

Bond Number: Bid Bond

Date: March 11, 2015

Penal sum Five Percent of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Paul Construction, Inc. (Seal)

North American Specialty Insurance Company

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature] Signature

By: [Signature] Signature (Attach Power of Attorney)

James L. [Signature] Print Name

Brenda J. Smith Print Name

President Title

Attorney-in-Fact Title

Attest: [Signature] Signature

Attest: [Signature] Signature Amy Farris

Vice President Title

Title Witness

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Brenda J. Smith

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Paul Construction, Inc.

Bond Number: Bid Bond

Oblige: City of Kuna

Bond Amount: See Bond Form

Bond Description: Kuna Pressure Irrigation Pipelines Project - 2015

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:  
FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of March, 2015.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

**ADVERTISEMENT FOR BIDS  
CITY OF KUNA, IDAHO**

**PROJECT TITLE: Kuna Pressure Irrigation Pipelines Project - 2015**

Separate sealed Bids for the City of Kuna Pressure Irrigation Pipelines Project will be received by the City of Kuna Wastewater Treatment Plant, Office of the City Engineer, 6950 South Ten Mile Road, Meridian, Idaho 83642, until 4:00 pm local time on March 11, 2015, and then at said office publicly opened and read aloud.

The Projects consists of three Bid Packages:

**Bid Package A** – Construct approximately 4,900 feet of 12-inch and 600 feet of 8-inch pressure irrigation pipelines and appurtenances along Ten Mile Road from Ingo Street to near Heartland Drive. This also includes a crossing of the Teed Lateral.

**Bid Package B** – Construct approximately 800 feet of 12-inch pressure irrigation pipeline and appurtenances along the Kuna Canal near East Ardell Road.

**Bid Package C** – Construct approximately 3,100 feet of 8-inch pressure irrigation pipeline and appurtenances along West 4<sup>th</sup> Street, North Avenue B, West 2<sup>nd</sup> Street, and through Indian Creek Greenbelt Park.

The Project Manual, Drawings and Exhibits may be examined and obtained at the following location:

- 1) City of Kuna Wastewater Treatment Plant, Office of the City Engineer  
6950 South Ten Mile Road, Meridian, Idaho 83642

Copies of these documents may be purchased for a non-refundable fee of \$50.00.

A **Pre-Bid Meeting** will be held on **March 3, 2015 at 3:00 pm** at the Kuna Wastewater Treatment Plant.

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.

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

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashiers check or cash 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.

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gordon Law, P.E.  
City Engineer & Public Works Director

Dates Advertised: February 11, 2015  
March 4, 2015

## INSTRUCTIONS TO BIDDERS

---

### ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  - B. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - C. *Successful Bidder*—The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

---

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will not be refunded.
- 2.02 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 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

---

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested.
- 3.02 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project.
- 3.03 **The Prime Contractor and his Subcontractor(s) must hold an Idaho State Public Works Contractor's License.**

## ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions, if any, identify:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
  2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings, if any, referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provide in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs, 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
  - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
  - E. obtain and carefully study (or assume responsibility for doing so) all investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
  - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, test, studies, and data with the Bidding Documents;
  - I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means,

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

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ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-bid conference will be held at the time and location indicated in the Advertisement for Bids. 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.

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ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

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ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 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 Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addends will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

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ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price and in the form of a certified or bank check or cash or a Bid Bond issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract documents and furnish the required contract security within 15 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 the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

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ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

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ARTICLE 10 – LIQUIDATED DAMAGES

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

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ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. 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. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

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ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 5 days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given request apparent Successful Bidder to submit a substitute, without an increase in the bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute ground for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, ore entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void.

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ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from the Issuing Office.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature. Include evidence of authority to sign.
- 13.08 All names shall be typed or printed in ink in the space provided.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.

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ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. 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 11.03 of the General Conditions.
- C. Discrepancies between 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.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

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ARTICLE 15 – SUBMITTAL OF BID

- 15.01 Each prospective Bidder is furnished one bound copy of the Bidding and Contract Documents. The Bid form, Bid security, listing of subcontractors and suppliers and other required Bidding Documents may be submitted without the accompanying bound contract documentation.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." The Bid shall be submitted to City of Kuna Wastewater Treatment Plant, Office of the City Engineer, 6950 South Ten Mile Road, Meridian, Idaho 83642.

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ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid 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 prior to the date and time for the opening of Bids.
- 16.02 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.
- 16.03 Grounds for relief. The Bidder shall establish to the satisfaction of the public entity that:
- A. A clerical or mathematical mistake was made;
  - B. The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying the notice in detail how the mistake occurred; and
  - C. The mistake was material.

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ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, 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.

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ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

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**ARTICLE 19 – AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 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.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.
- 19.07 The Owner will award all or any combination of individual bid packages that is financially most advantageous to the Owner and within the Owner's budget. The Owner may award contracts to multiple contractors.

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**ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to Performance and Payment Bonds and insurance. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such Bonds.

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**ARTICLE 21 – SIGNING OF THE AGREEMENT**

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 15 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

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ARTICLE 22 – SALES AND USE TAXES

22.01 Refer to Article 6 of the General Conditions for tax requirements.

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ARTICLE 23 – RETAINAGE

23.01 Provisions for retainage are as established in the Contract.

END OF INSTRUCTIONS TO BIDDERS

WITHDRAW

BID

"CASCADE PIPELINE"

**Gordon Law**

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**From:** Cascade <cascade@casca depipelinecorporation.com>  
**Sent:** Thursday, March 12, 2015 8:04 AM  
**To:** Gordon Law  
**Subject:** bid proposal kuna pressure irr

Morning Gordon john McNatt, we would like to withdraw or bid do to a hand writing mistake it should have red (eighty two thousand two hundred and seventeen dollars.)Not eighty two dollars two hundred and seventeen. The bid was for (82,217.00) thank you it was an interesting bid opening. If you have any questions call me at 208-941-2547 thanks again.

CITY OF KUNA  
PRESSURE IRRIGATION PIPELINES PROJECT - 2015

214112

BID SCHEDULE B  
Kuna Canal (Near East Ardell Road)

Item No.	Description	Total Quantity	Unit	Unit Price	Amount
1	2010.4.1.A.1 Mobilization (Max 10%)	--	LS	\$ 7400 <sup>00</sup>	\$ 7,400 <sup>00</sup>
2	1103.4.1.A.1 Construction Traffic Control	1	LS	\$ 1200 <sup>00</sup>	\$ 1200 <sup>00</sup>
3	1103.4.1.B.1 Traffic Control Signs	2	EA	\$ 225 <sup>00</sup>	\$ 450 <sup>00</sup>
4	1103.4.1.G.1 Traffic Control Maintenance	1	LS	\$ 1000 <sup>00</sup>	\$ 1000 <sup>00</sup>
5	1001.4.1.A.1 Sediment Control	670	LF	\$ .65	\$ 435 <sup>50</sup>
6	302.4.1.A.1 Rock Excavation	X 100	CY	\$ 350 <sup>00</sup>	\$ 35,000 <sup>00</sup>
7	306.4.1.D.1 Imported Trench Backfill	20	CY	\$ 15 <sup>00</sup>	\$ 300 <sup>00</sup>
8	307.4.1.A.3 Sod Surface Restoration	20	LF	\$ 400	\$ 40 <sup>00</sup>
9	307.4.1.A.7 Native Ground Surface Restoration	660	LF	\$ 450	\$ 2970 <sup>00</sup>
10	901.4.1.A.1 12" Pressure Irrigation Main Installation (Pipe furnished by OWNER; CONTRACTOR to include use tax in bid)	670	LF	\$ 16 <sup>50</sup>	\$ 11,055 <sup>00</sup>
11	902.4.1.A.1 12" Gate Valves	3	EA	\$ 2725 <sup>50</sup>	\$ 8176 <sup>50</sup>
12	902.4.1.A.1 6" Gate Valve	1	EA	\$ 1200 <sup>00</sup>	\$ 1200 <sup>00</sup>
13	901.4.1.B.1 12" Fittings (bends, elbows, tees, crosses, reducers, caps, etc.)	16	EA	\$ 650 <sup>00</sup>	\$ 10,400 <sup>00</sup>
14	SP-100 Connect to Existing Pressure Mains	3	EA	\$ 850 <sup>00</sup>	\$ 2550 <sup>00</sup>

Eighty Two Thousand Two Hundred Sixty Seven Dollars  
Total in Words

\$ 82,217.00  
Total in Figures

**KUNA CITY ORDINANCE NO. 2015-07**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO STRIKING AND AMENDING CERTAIN SECTIONS OF CHAPTER 1, TITLE 10, KUNA CITY CODE- ENTITLED POLICE REGULATIONS, AS FOLLOWS: STRIKING 10-1-1 DISTURBING THE PEACE; AMENDING AND RENUMBERING 10-1-2 BY CHANGING THE TITLE FROM WINDOW PEEPING TO INVASION OF PRIVACY AND ADDING LANGUAGE MAKING IT UNLAWFUL TO LOOK THROUGH AN OPENING TO VIEW THE INTERIOR OF A SPACE WHERE A PERSON HAS AN EXPECTATION OF PRIVACY AND MAKING IT PUNISHABLE BY AN INFRACTION; AMENDING AND RENUMBERING 10-1-3 ENTITLED FAILING TO DISPERSE BY MAKING SEVERAL GRAMMATICAL CORRECTIONS; STRIKING SECTION 10-1-4 AND 10-1-5; AMENDING AND RENUMBERING 10-1-6 ENTITLED PUBLIC ELIMINATION OF HUMAN WASTE AND MAKING IT PUNISHABLE BY AN INFRACTION; AMENDING AND RENUMBERING 10-1-7 ENTITLED FIGHTING BY MAKING SEVERAL GRAMMATICAL CHANGES; AMENDING AND RENUMBERING 10-2-1 ENTITLED CURFEW BY CLARIFYING THAT A VIOLATION IS A MISDEMEANOR; AMENDING 10-2-2 TO RETITLE IT TO JUVENILE BEYOND THE CONTROL OF PARENTS OR GUARDIANS AND MAKING SEVERAL GRAMMATICAL CHANGES; AMENDING AND RENUMBERING 10-2-3 ENTITLED PARENTAL RESPONSIBILITY BY MAKING SEVERAL GRAMMATICAL CHANGES AND STRIKING SEVERAL SECTIONS; AMENDING AND RENUMBERING 10-3 ET SEQ.- ENTITLED ANIMAL CONTROL AND MAKING CERTAIN SECTIONS PUNISHABLE BY AN INFRACTION; AMENDING 10-4 ET SEQ. – ENTITLED FALSE ALARM ORDINANCE MAKING SEVERAL GRAMMATICAL CHANGES AND MAKING A VIOLATION AN INFRACTION; AMENDING 10-5 ET SEQ. –ENTITLED DISCHARGE OF WEAPONS MAKING SEVERAL GRAMMATICAL CHANGE, REORDERING AND RENUMBERING SEVERAL PARAGRAPHS AND MAKING A VIOLATION OF SUBSECTION B AN INFRACTION; AND PROVIDING AN EFFECTIVE DATE.**

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

**Ordinance Section 1:** Chapter 1, Title 10 is hereby adopted and codified to read as follows:

TITLE 10  
POLICE REGULATIONS  
CHAPTER 1

**GENERAL OFFENSES**

**10-1-1: INVASION OF PRIVACY:**

A. It shall be unlawful for any person to linger, prowl, or wander upon the private property of another without a lawful purpose for being on the property; and while doing so peeks in a door or window or any inhabited building or structure located thereon.

B. It shall be unlawful for any person; to look through a hole or opening into, or otherwise view the interior of any area which someone is occupying with a reasonable expectation of privacy, including, without limitation, any: bedroom, bathroom, changing room, fitting room, dressing room, or tanning booth; by means of any instrumentality, including, but not limited to, a: periscope, telescope, binoculars, camera, motion picture camera, camcorder, or mobile phone; with the intent to invade the privacy of a person or persons inside.

A violation of subsection of this section shall constitute a misdemeanor and shall be punishable as provided for in section 1-4-1 of the Kuna City Code.

10-1-2: **FAILING TO DISPERSE:**

It shall be unlawful for any person who is part of a group of two (2) or more persons who are located on public property or private property open to public use who appear to be intoxicated, creating a disturbance, assembled for the purpose of fighting, assembled for some other unlawful purpose, to fail or refuse to disperse and immediately depart the area upon the request of any law enforcement officer.

A violation of this section shall constitute a misdemeanor and shall be punishable as provided for in 1-4-1 of the Kuna City Code.

10-1-3: **PUBLIC ELIMINATION OF HUMAN WASTE:**

It shall be unlawful for any person to urinate or defecate upon any public property or upon private property open to public use, or anything sitting on or affixed to such property, except within permanent or temporary toilet facilities designed to hold human waste.

A violation of this section shall constitute an infraction and shall be punishable by a fine of one hundred dollars (\$100.00).

10-1-4: **FIGHTING:**

A. **DEFINITIONS.**

"*FIGHTING*" means any use of physical force on the person of another, with or without consent, and done so in an angry, rude or threatening manner, or in a manner which may cause injury to another, or endanger or disturb the peace of another person.

B. No person shall intentionally, knowingly, or recklessly fight with another person in a public place.

Any peace officer empowered to enforce the provisions of the Kuna City Code is authorized to issue a uniform citation upon his/her own observations of a violation of this section and upon a reasonable belief that the person or persons cited committed the offense of fighting contrary to law, and without the necessity of a citizen complainant's signature on the citation.

A violation of this subsection shall constitute a misdemeanor and shall be punishable as provided for in 1-4-1 of the Kuna City Code.

## CHAPTER 2

### MINORS

#### 10-2-1: **CURFEW:**

A. It shall be unlawful for any person under the age of eighteen (18) years to be or to remain in or upon any street, alley, public ground, public place or any place open to the public or exposed to public use within the city between the hours of 10:00 p.m. and 5:00 a.m., on Sunday through Thursday and between the hours of 11:00 p.m. and 5:00 a.m. on Friday and Saturday.

B. The provisions of this section shall not apply to any person who is accompanied by his parent, guardian or other adult person having the care and custody of him, nor to any person who is in the performance of an errand or duty directed by his parent, guardian or other adult person having the care and custody of him, nor to any person who is actually at the time engaged in legitimate employment for profit, nor to any person who is attending or participating in any officially sanctioned school activity.

C. It shall be unlawful for any person by any act or neglect to encourage, aid or cause any person under the age of eighteen (18) years to come within the purview of this section, and a violation of this subsection shall constitute a misdemeanor and shall be punishable as provided for in section 1-4-1 of the Kuna City Code.

D. Any person under the age of eighteen (18) years who is found guilty of a violation of this section shall be subject to being charged pursuant to provisions of the Juvenile Corrections Act, or an infraction at the discretion of the investigation officer and/or the Juvenile Probation Department.

#### 10-2-2: **JUVENILE BEYOND THE CONTROL OF PARENTS OR GUARDIANS:**

A. It shall be unlawful for any person under the age of eighteen (18) years who is residing in or located within the city limits who has run away from his parents, guardian or other legal custodian or who commits or has committed any act placing him beyond the control of his parents, guardian or other legal custodian or which constitutes behavior which would injure or endanger his health or welfare or that of others, including, without limitation, wilful association with thieves, or vicious or immoral persons, or using vile, obscene, vulgar or indecent language, or being guilty of immoral conduct in any public place or about any schoolhouse, or becoming or attempting to become intoxicated by inhaling the fumes of gasoline, toluene or any other solvent or product containing any such solvent.

B. It shall be unlawful for any person by any act or neglect to encourage, aid or cause any person under the age of eighteen (18) years to come within the purview of this section.

A violation of this subsection shall constitute a misdemeanor and shall be punishable as provided for in section 1-4-1 of the Kuna City Code.

10-2-3: **PARENTAL RESPONSIBILITY:**

A. A person who is the parent, lawful guardian or other person, except a foster parent, lawfully charged with the care or custody of a child under sixteen (16) years of age commits the offense of failure to supervise a child if the child:

1. Commits an act bringing the child within the purview of the Juvenile Corrections Act, Idaho Code §20-501 et seq.; or
2. Fails to attend school or is not comparably instructed, as provided in Idaho Code § 33-202; or
3. Violates a curfew law of the county or city enacting the ordinance authorized under this section.

B. A person shall not be subject to prosecution under an ordinance containing the provisions of subsection A. of this section if the person:

1. Is the victim of the act bringing the child within the purview of the provisions of Idaho Code §20-501 et seq.; or
2. Reported the act of the child to the local law enforcement agency, the juvenile court, the department of health and welfare or other appropriate authority as provided in this section.

A person shall not be subject to prosecution under subsection A. of this section if the person shows to the satisfaction of the court the person took reasonable steps to control the conduct of the child at the time the person is alleged to have failed to supervise the child.

A person convicted of failure to supervise a child as provided for in this section may be ordered by the court to pay restitution to or make whole any victim who suffers an economic loss as a result of the juvenile's conduct in accordance with the standards and requirements of Idaho Code §§ 19-5304 and 19-5305.

Any offense of failing to supervise the child shall be subject to the jurisdiction of the juvenile court or to the jurisdiction of the magistrate's division of the district court.

Conviction of a person under an ordinance enacted under the authority of this section shall not preclude any other action or proceedings against the person which may be undertaken pursuant to the provisions of Idaho Code, Title 20, Chapter 5, or other provisions of law.

### CHAPTER 3

### ANIMAL CONTROL

10-3-1: **SHORT TITLE AND PURPOSE:**

This chapter shall be known as the Kuna City Animal Control Ordinance, and it is enacted to provide for the health, safety and welfare of the people of Kuna and the humane and safe treatment of animals, and to establish all required procedures and regulations for the licensing and control of animals and kennels.

10-3-2:           **DEFINITIONS:**

*ABANDON:* To leave an animal unattended for more than twenty-four (24) hours without the owner making arrangements for its proper care, sustenance and shelter, or releasing the animal upon public highways or public or private lands.

*ANIMAL:* Any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:

*Domestic Animals:* Those animals commonly accepted as domesticated household pets that have traditionally, through a long association with humans, lived in a state of human dependence or traditionally have been kept as a household pet. These animals shall include dogs, cats, ferrets, caged birds, pigeons, gerbils, hamsters, guinea pigs, domesticated rabbits, chinchillas, fish, nonpoisonous, nonvenomous and nonconstricting reptiles or amphibians, and other similar animals.

*Farm Animals:* Those animals commonly associated with a farm or performing work in an agricultural setting. These animals shall include members of the equine family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including potbellied pigs), goats, llamas, alpacas, and other animals associated with a farm, ranch or stable operations.

*Wild Animals:* Those animals commonly considered wild or dangerous and not trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety and welfare of people. These animals shall include:

A. Any member of the large cat family (family Felidae) including, but not limited to, cougars, bobcats, cheetahs, lynxes, lions, mountain lions, tigers and jaguars, but excluding domesticated house cats.

B. Any naturally wild member of the canine family (family Canidae) including, but not limited to, wolves, foxes and coyotes, but excluding domesticated dogs.

C. Any cross-breeds between naturally wild animals and domestic animals, such as a wolf hybrid.

D. Any member or relative of the rodent family.

E. Any skunk (whether or not descended), or raccoon, and other members of the weasel family (Mustelidae) and raccoon family (Procyonidae).

F. Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.

*ANIMAL CONTROL AGENCY:* Any organization(s) authorized by the city council to enforce the provisions of this chapter.

*ANIMAL CONTROL OFFICER:* Any individual authorized by the city council or the animal control agency to enforce the provisions of this chapter, to include, state or local law enforcement officers whose duties include assignments that involve animal seizure and impoundment.

**ANIMAL CONTROL SHELTER:** An animal control facility authorized by the city council or the animal control agency as the location for the impounding of animals.

**ANIMAL KENNEL:** Any person who keeps, leases, buys, barter, or sells animals for gain; provides facilities for breeding, boarding, transporting, exhibiting, grooming, including bathing or their cosmetic care; or provides guard services. Kennel operations are subject to the city's conditional use permitting processes. The animal kennel definition shall not apply to the terms animal clinic, animal shelter, impound facility, animal hospital or veterinary office, where boarding is limited to short-term care incidental to the hospital or shelter use.

**AT LARGE:** Off the property of the owner and not under the control of such person by either leash, cord or chain (not to exceed eight (8) feet).

**ATTACK:** Any aggressive action by an animal which a reasonable person would conclude places any person or domestic animal in reasonable belief of imminent and substantial bodily harm.

**BARKING:** A vocal sound produced by a dog that annoys or disturbs a reasonable person of normal sensitivities.

**BITE OR BITTEN:** When the skin of an individual has been broken or penetrated by an animal's teeth in an act of aggression, attack or defense.

**CAT:** Both the male and female of the Felidae species.

**CURRENT VACCINATION:** An animal that has received a primary rabies vaccine at least thirty (30) days ago, and no more than one (1) year ago, or has received a booster vaccine administered according to the manufacturer's written instructions. The rabies vaccine shall be licensed by the United States Department of Agriculture for use in that species (a list of the currently licensed vaccines can be found in the current "Compendium of Animal Rabies Vaccines" prepared and updated annually by the National Association of State Public Health Veterinarians). Rabies vaccination must be performed by or under the direct supervision of a veterinarian who is licensed or legally permitted to practice veterinary medicine.

**DANGEROUS DOG:** Any of the following:

A. Any dog that, unprovoked, has attacked or is attacking any person or domestic animal.

B. Any dog previously designated as a "potentially dangerous dog", where the owner has been notified in writing by the animal control officer of said status determination, and where the animal continues the behavior described in the definition of "potentially dangerous dog" of this section.

**DOG:** Both the male and female of the canine species.

**EUTHANASIA:** The procedure in which an animal is humanely killed by a method that is painless to the animal, and causing unconsciousness and death. This procedure to be performed by a certified euthanasia technician or licensed veterinarian in accordance with IC tit. 54.

**HARBORING:** Allowing an animal to remain, or to be lodged, fed or sheltered on real property the owner occupies or controls for twenty-four (24) consecutive hours, or for one (1) or more hours per day for three (3) consecutive days.

**HUMANE TRAP:** A live animal box enclosure trap designed to capture and hold an animal without injury for a set period of time.

**IMPOUND:** To receive into the custody of the animal control shelter or an animal control authority officer.

**KENNEL, COMMERCIAL:** Any real property where five (5) or more dogs are maintained, harbored, possessed, trained, bred, boarded or cared for in return for compensation. This

definition does not include an animal clinic, animal hospital or veterinary office where boarding is limited to short-term care incidental to the hospital use.

*NONBITE EXPOSURE:* Saliva from an animal who has come in contact with a person's open wound or mucus membrane that may pose health concerns.

*OWN:* To keep, harbor, or have control, charge or custody of an animal. Animals kept in the custody of a minor or incapacitated person shall be deemed to be owned by the minor's parent(s), guardian or other designated responsible person where the minor or incapacitated person resides.

*OWNER:* Any person who keeps, harbors, or has charge, custody or control of, or permits any animal to remain on their property.

*PERSON:* Any individual, corporation, society, copartnership, limited partnership, limited liability company, association, or any other legal or business entity.

*POSTED PROPERTY:* Any property that has been posted with legible sign(s) stating the restrictions, prohibitions or regulations pertaining to use of the property. "Posted property" specifically includes "Bernie Fisher" Park and other public areas that are designated from time to time by resolution of the city council.

*POTENTIALLY DANGEROUS DOG:*

A. A dog, when unprovoked, who engages in an aggressive behavior requiring a defensive action by any person to prevent bodily injury, where the person is not on the real property of the owner of the dog.

B. A dog, without provocation, which has killed, inflicted injury, or otherwise caused injury by attacking a domestic animal not on the property of the owner of the dog.

*PROVOKE:* A person performing an act or omission that an ordinary and reasonable person would conclude is likely to precipitate dog aggression in the form of a bite or attack.

*PUBLICLY OWNED PROPERTY:* Property owned, leased or otherwise used by tax supported agencies. (Example: City parks, schools, post office)

*QUARANTINE:* The strict confinement of an animal in a manner which limits direct contact with other animals not in quarantine or persons other than the owner or caretaker. The quarantine shall be conducted by way of an order issued by the animal control agency designating the specific place, manner and provisions of the quarantine.

*RABIES SUSPECT ANIMAL:* Any animal which has bitten, scratched, or broken the skin of an individual or has been bitten, scratched or otherwise wounded or had contact with a rabid animal; or any animal showing symptoms suggestive of rabies.

*SANITIZE:* To make physically clean to the maximum degree that is practical.

*SECURE ENCLOSURE:* An enclosure that securely impounds an animal.

*SERVICE ANIMAL:* An animal specially trained to provide aid or assistance to a human, as defined by the Americans with Disabilities Act.

*SEVERE INJURY:* Any physical injury requiring medical attention.

*WAIVER:* A statement signed by a licensed veterinarian qualifying the medical reason that an animal should not be vaccinated for rabies.

### 10-3-3: **CRUELTY TO ANIMALS:**

A. *Standard of animal care:* Owners shall provide their animals the minimum standard of care set forth in this section. Every owner shall provide the animal with sufficient wholesome food, water and shelter according to the following minimum standards:

1. *Adequate food:* Animals shall be provided, at intervals not to exceed twenty-four (24) hours, a quantity of wholesome foodstuff specific to the age of the animal's species that provides an adequate level of nutrition necessary to sustain the good health of the animal.

2. *Adequate quantities of water:* Animals shall at all times have access to a supply of clean and fresh water. The owner shall replenish the water supply a minimum of every twenty-four (24) hours.

3. *Sanitary animal keeping:* Owners shall keep their animals in a clean, sanitary and healthy manner and not confine them in a manner where they are forced to stand, sit or lie in their own excrement.

4. *Shelter:* Every owner shall provide their domestic animals with a shelter structure possessing walls, roof, raised floor, and a door intended to shield the animals from wind and rain. A structure that is ventilated and provides protection from excessive heat and cold. A structure commensurate to the size of the inhabiting animal to permit it to move about freely.

5. *Tethering:* An owner shall not tether a dog or other domestic animal through use of a choke collar or tether or confine an animal in such manner that it can become entangled to the extent it cannot move freely, or reach shelter or water, or becomes entangled with another animal. The area where the animal is tethered or confined must be free of extraneous material that may cause it injury (materials such as glass, sharp metal and nails). A dog tether must be a minimum length of three (3) times the length of the dog, measured from the tip of its nose to the base of its tail. No animal may be kept continuously tethered for more than twelve (12) hours in any twenty-four-hour period or tethered on a continuous basis.

6. *Exercise:* Confined animal must be regularly provided with physical activity appropriate to their species, age and condition sufficient to maintain their good health.

7. *Veterinary care:* The owner of a diseased or injured animal shall promptly provide the animal with appropriate veterinary care and shall segregate the diseased animal from other animals, as necessary to prevent the transmittal of disease.

B. *Torture or neglect:* It shall be unlawful for any person to allow an animal to suffer or permit any animal to be tortured, neglected, tormented, overloaded, overworked, cruelly beaten or mutilated that results in injury or death of the animal.

C. *Animal fights prohibited:* It shall be unlawful for any person to cause, instigate, or permit any dogfight, cockfight, bullfight, or other such combat between animals or humans. A violation of this section is punishable by state law.

D. *Fighting equipment:* It shall be unlawful to possess cockspurs, slashers, gaffs, or other tools, equipment, devices or training facilities intended for purposes for training or engaging an animal in combat with another animal.

E. *Leg hold traps:* It shall be illegal to set out any leg hold traps in the city unless approved by the animal control agency and the city planning and zoning department.

F. *Animal exhibition, circus:* It shall be unlawful for an animal exhibition or circus to perform acts or establish exhibits where the performing or exhibited animals are induced to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which is likely to cause physical injury or suffering.

G. *Confinement without food and water; intervention:* A person observing a domestic animal confined without access to food or water for more than twenty-four (24) hours, should immediately contact the animal control agency.

H. *Improper containment of animal in motor vehicle:* No person(s) shall permit an animal to be contained within a motor vehicle under conditions that endanger the health, safety or well being of the animal. This provision includes circumstances relating to dangerous temperatures or lack of air, food, water and proper care. An animal control officer/police officer or public official who has probable cause to believe a confined animal is imperiled shall have the authority to enter the motor vehicle by any reasonable means after making an effort to locate the owner.

I. *Abandonment:* It shall be unlawful to abandon an animal intentionally, knowingly, recklessly, or, with criminal negligence, or leave an animal at a location without providing for the animal's continued care. Abandonment includes the disposing of an animal at or near an animal shelter, veterinary clinic or other place of shelter without first making provisions for its reasonable care.

A violation of this section, except section C, shall constitute a misdemeanor and shall be punished as provided for in 1-4-1 of the Kuna City Code. Section C shall be punishable as prescribed therein.

10-3-4: **WILD ANIMALS:**

A. It shall be unlawful for any person to keep, maintain or have in their possession or control, a wild animal as defined herein.

B. This prohibition does not apply to zoological parks, properly licensed transient animal exhibitions, circuses, or licensed veterinarians, or those facilities possessing valid and current state and/or federal permits to keep such animals.

10-3-5: **MAINTENANCE OF FARM ANIMALS WITHIN CITY:**

A. *Keeping unlawful:* It shall be unlawful to introduce farm animal(s) into the City of Kuna from the effective date of the ordinance from which this chapter derives passage, unless the city zone where the animal(s) will be stabled, kept, pastured or maintained, permits or specially permits through zoning process, the accommodation of farm animals. Farm animal(s) and/or structures to house the same that existed within the city prior to the effective date of this chapter's passage or if the city through an annexation procedure, has annexed land into the city where farm animals are not permitted, but where maintained prior to annexation, said farm animals are granted a nonconforming status according to Idaho law.

B. *Approval criteria:* The keeping of farm animals, where permitted, shall be according to the following approval criteria:

1. *Minimum lot size:* A minimum lot size shall be of a size sufficient for the health and welfare of the animal. If there is a dispute as to the necessary size of the lot, it shall be

determined based on the assessment of a veterinarian knowledgeable in the keeping of the specific farm animal, who is provided specifics about where the animals will be kept.

2. *Location of housing structure:* Large farm animals are not to be housed in any structure located less than fifty (50) feet from a property line. Small farm animals are not to be housed in any structure located less than fifteen (15) feet from a property line.

3. *Area fenced:* Farm animals shall be kept in a fenced area, with both the fencing, sufficient to contain the animal(s), and the location approved by the city.

#### 10-3-6: **DOGS PROHIBITED ON PUBLICLY OWNED PROPERTY:**

A. *Creation of dog-free areas; exceptions:* It is the intent of the city council to create areas within the city limits that are designated "dog-free" areas. It shall, therefore, be unlawful for any person to permit, allow, or carry any dog onto publicly owned posted property or any other public place that has been posted disallowing dogs, with the following exceptions:

1. Persons with disabilities utilizing assistance animals.
2. The dog is confined in a motorized vehicle.
3. The dog is confined to perimeter sidewalks or roadways only.
4. Police officers and their service animals.
5. Search and rescue animal handlers.

B. *Parental responsibility:* In the event that the dog's owner is a minor, the parent or guardian shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by the animal.

#### 10-3-7: **DOG LICENSES:**

A. *Location for purchasing license:* Dog licenses shall be purchased at locations designated by the city council.

B. *License required; exceptions:* It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:

1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.
2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.
3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity
4. Dogs for sale through licensed pet stores.

C. *License term; application; fees:*

1. Dog licenses shall be valid until December 31 of each calendar year. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.

2. After July 1 of each calendar year, the license fee shall be one-half of the regular license fee and effective until December 31 of that year.

3. No dog will be licensed as spayed or neutered without valid proof the surgery was performed.

4. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid along with providing a metal tag bearing the number corresponding to that affixed upon the receipt.

5. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.

6. Dog licenses may be purchased starting December 1 of each calendar year.

D. *Use of improper or imitation dog license:* It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

#### 10-3-8: **LIMITATIONS ON NUMBER OF DOGS OR CATS:**

A. A dog or cat owner is limited to four (4) dogs or cats on the premises at one (1) time; unless said person obtains a valid commercial kennel license that affords a greater number of dogs or cats.

B. For the purposes of this section, the litter of a female dog or cat may be kept with its mother and the litter, and shall constitute one (1) dog or cat until the litter reaches six (6) months of age at which time this status will divest and each dog or cat shall be counted as an individual animal.

C. Any person may exceed the four (4) dogs per premises limit, where all of the dogs are service dogs that have received professional special training, such as seeing eye dogs, safety dogs or companion dogs, and the dogs will be in use at said premises in their special training capacity and the person(s) utilizing the dogs reside(s) on the premises.

#### 10-3-9: **COMMERCIAL KENNEL LICENSES:**

A. *License requirements:* All kennels must be properly licensed. Applications are to be addressed to the Idaho Humane Society, Incorporated, with a duplicate application sent to the city. The application shall state the name and address of the owner, the location of the kennel, and the breed(s) of dog to be kept. The city fee for a kennel license shall be set by resolution of the city council. An authorized officer of the Idaho Humane Society shall inspect all prospective kennels prior to granting a kennel permit.

B. *Any application for a kennel permit must include:*

1. Written approval from the Idaho Humane Society that includes a statement about the number of dogs that may be kept at the facility.

2. Licensing for each dog that is subject to licensing under section 10-3-7.

3. Written City of Kuna Planning and Zoning Department approval:

a. Written approval shall be in the form of an approved conditional use permit and possession of a valid zoning certificate.

b. Written approval shall provide the Kuna City Planning and Zoning Director or designee's signature on the kennel license.

C. *Revocation of kennel license:*

1. A kennel permit may be revoked or the application for kennel permit denied when any of the following conditions are found to exist:

a. Dogs from the subject kennel are apprehended by an animal control officer for running-at-large within the city limits more than one (1) time in any six-month period.

b. Failure of the kennel to maintain an accurate list of all the dogs kept at the kennel. The list shall be maintained as part of the business records of the kennel.

c. The kennel keeping more than the approved number of dogs at the kennel.

d. Failure of the kennel to allow access to an authorized humane society officer to inspect the kennel facility.

e. Failure to maintain the kennel in a clean and sanitary manner by the kennel operator or its staff.

f. Failure by the kennel to provide the animal's adequate shelter and protection from the weather.

g. Failure by the kennel to provide the animal's with adequate ventilation.

h. The quartering together of temperamentally unsuited dogs or allowing the animals to be in proximity to one another which action causes the dogs to be abused or tormented.

i. Excessive or loud animal noises at the kennel.

j. Failure to adequately treat any diseased or injured dog or failure to segregate a diseased dog necessary to preventing the spread of disease to other animals.

D. Upon notice of revocation, served by the animal control officer, a kennel license holder shall have thirty (30) days to cure any noted defect. In the alternative, the kennel license holder may, within thirty (30) days, file a written protest to contest such revocation. The protest must be filed with the City of Kuna.

E. If no protest has been submitted to the Kuna City Council by the kennel owner seeking review of a revocation within thirty (30) days after notice of that action, the kennel license shall be deemed revoked.

10-3-10: **ANIMALS RUNNING AT LARGE PROHIBITED:**

A. *Animals running at large:* It shall be unlawful for any owner to allow an animal(s) to run at large. Animals on a leash, cord or chain (not to exceed 8 feet) and accompanied by a person competent to handle the animal shall be permitted on streets or public land, unless the City has posted and signed an area "animals prohibited". Violation of this subsection is punishable by fines set by resolution of the city council.

B. *Impoundment:* The animal control agency may impound any dog, cat, or animal found running-at-large, subject to redemption in the manner provided by ordinance; except as may otherwise be provided in this section. It shall be unlawful to kill, destroy, or cause injury to an animal running-at-large, unless that action is provided by law.

C. *Collar and tag required:* Every dog shall wear a substantial, durable collar, or harness at all times, to which shall be securely attached the required license tag.

D. *Training and exercise grounds:* The city council may designate public grounds for the training or exercise of dogs, subject to certain rules and regulations. Dogs exercising in these areas need not be controlled by leash, provided they are under the control of a responsible person through whistle, voice, or other effective command.

10-3-11: **FOUND STRAY ANIMALS:**

It shall be unlawful for any person to take into their possession a stray animal without notifying the animal control agency at once. The animal shall be released to the animal control shelter or animal control officer upon demand by that agency's representative without charge.

10-3-12: **RABIES CONTROL:**

A. *Rabies vaccination required:*

1. *Vaccination requirement:* The owner of any dog, cat or ferret over sixteen (16) weeks of age is required to have them vaccinated for rabies by a licensed veterinarian and to keep the vaccinations current, or request these requirements be waived by a licensed veterinarian.

2. *Waiver of vaccination:* The waiver of the rabies vaccination requirement shall be obtained from a licensed veterinarian in the form of written statement that advises the medical reason for the waiver.

3. *Revaccination:* The owner of every dog, cat or ferret shall have the animal revaccinated twelve (12) months after the initial vaccination and then every three (3) years thereafter. The owner shall use a vaccine labeled by the manufacturer for triennial use, or every year use a vaccine labeled by the manufacturer for annual use.

4. *Rabies certificate:* The owner must keep a certificate of rabies vaccination issued by a licensed veterinarian. The certificate must provide the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, the vaccine producer and product name, and the veterinarian's identity.

B. *Reporting suspected case of rabies:* A person who has care or custody of an animal displaying rabies symptoms or acting in a manner, which prompts a reasonable suspicion that it may have this disease, shall notify the animal control agency.

C. *Keeping of rabid animals unlawful:* It shall be unlawful for a person, other than a licensed veterinarian, or the animal control agency, to have in its possession any animal afflicted with rabies or suspected of having rabies.

D. *Reporting of bites:* If a person's animal bites someone and this particular animal species is vulnerable to contracting rabies, the animal owner shall immediately notify the animal control agency.

E. *Payment of fees and expenses:* The owner of any animal quarantined under the provisions of this section shall pay all fees and expenses related to that action including the impoundment,

confinement, board, examination, laboratory testing and release of the animal from quarantine, and any other deposit or fee required by this chapter.

10-3-13:       **ANIMALS PRESENTING AN IMMEDIATE DANGER:**

A.     If an animal presents an immediate danger to the health and safety of a person, or the animal is threatening or harming a person, the animal may be destroyed by whatever humane means necessary to prevent further injury to the victim. Alternatively, the officer or animal control agency may, if practical apprehend the animal and impound it.

Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code 1-4-1.

10-3-14:       **DIRECTING A DOG TO HARRASS OR ATTACK:**

A.     It shall be unlawful for the owner of any animal to direct, encourage, cause, allow, or otherwise aid or assist a dog to threaten, charge, bite, harass, menace, or attack a person within the city. The aggressive animal may be seized and impounded. This section shall not apply to an attack by a dog under the control of a law enforcement officer or resultant from an attack upon an uninvited intruder who enters the owner's property with a criminal intent.

Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code 1-4-1.

10-3-15:       **DISEASED ANIMALS:**

A.     *Keeping diseased animal:* No person shall keep on their premises or permit to run at large a diseased animal who poses a danger to the health and safety of the city residents, even if the animal is properly licensed under this chapter.

B.     *Confinement:* An animal suspected of carrying a disease that presents a threat to the health and safety of the public may be apprehended and quarantined at the animal control shelter or other approved location operated by the animal control agency. The animal control agency shall have a qualified, licensed veterinarian examine the animal. If the animal is found to be diseased and poses a danger to the health and safety of the city, the officer shall cause the animal to be humanely destroyed and see to the proper disposal of the remains. The owner of the animal destroyed shall be liable for the associated costs of maintaining and disposing of the animal, plus any veterinarian examination costs.

C.     *Release:* If, after examination, the animal is found not to be diseased the animal shall be released to the owner free of charge for services rendered.

D.     *Destruction:* An animal determined by a qualified, licensed veterinarian to carry a disease that threatens the health of humans or animals may be immediately destroyed where such action is necessary to protect public health and safety.

**10-3-16: HABITUAL BARKING OR NOISEMAKING:**

A. *Prohibition:* It shall be unlawful for a person to fail to exercise proper care and control of their animal who frequently and/or excessively emits noises that are audible off of the owner's property.

B. *Impoundment:* An animal determined to be in violation of this section may be seized and impounded in the event such disturbance reoccurs after the person in control of the premises has received one (1) prior warning or citation within a period of six (6) months from the animal control agency. It is not an acceptable defense to plead that prior animal noise making, warnings or citations involved different animals.

C. *Exception, farm animals:* This section shall not apply to noises made by farm animals whether it is noise making emanating from commercial or noncommercial activities on land permitted for farm animal keeping.

D. *Affirmative defense:* An affirmative noise defense is the circumstance where an animal was intentionally provoked into making noises.

**10-3-17: DAMAGE TO PROPERTY; LIABILITY:**

It shall be unlawful for any animal to damage or destroy any property, including a lawn or garden, or other thing of value upon the private property of any person or upon any public property. In the event that the owner of the animal is a minor or incapacitated person, the parent or guardian of such minor shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by said animal.

**10-3-18: CLEANING UP WASTE:**

An owner of an animal shall be responsible for cleaning up the animal's wastes and disposing of the waste in a sanitary manner when occurring on other's property and at the time of the occurrence. An owner of any animal shall also be responsible for maintaining sanitary conditions on their own property.

**10-3-19: DOGS AND CATS' ESTROUS CYCLE:**

An owner of any dog or cat experiencing an estrous cycle shall cause the animal to be confined in a manner where said animal cannot come in contact with another dog or cat, except for planned breeding purposes. Any dog or cat running at large during its estrous cycle may be seized and impounded.

**10-3-20: DEPOSITING DEAD ANIMALS WITHIN CITY LIMITS:**

It shall be unlawful for a person to deposit a dead animal's body on public or private property in the city or allow the animal to remain unburied for more than twenty-four (24) hours.

**10-3-21: ENFORCEMENT OFFICIAL; ANIMAL SHELTER:**

A. *Appointment of animal control agency:* The city council is authorized to appoint an animal control agency to enforce the provisions of this chapter.

*Duty of animal control agency, shelter and its officers or assigns:* The animal control agency is authorized to enforce the provisions of this chapter and is designated as a peace officer for this purpose. The animal control agency is authorized to make necessary animal seizures. The agency may remove and keep any animal in violation of the provisions of this chapter. The animal control agency shall issue a notice of ordinance violation to enforce provisions of this section. The notice of ordinance violation may be signed by any person witnessing a violation as well as the witnessing animal control officer whose name shall be affixed on the notice of ordinance violation.

B. *Issuance of citations; time limit for payment:* When administrative citations are issued, the violator will have fifteen (15) working days to pay the citation. The fifteen (15) days shall not include Saturdays, Sundays and government holidays and the time limit begins the day the citation is issued.

C. *Late fees:* For every day the administrative citation is not paid beyond the due date, a ten dollar (\$10.00) charge will be assessed each day until the citation and late fees are paid in full.

*Failure to pay; infraction:* Failure to pay an administrative citation within fifteen (15) working days of the date the administrative citation is issued shall be an infraction. If a person is convicted for an infraction they will be subject to a fine of one hundred dollars (\$100.00) for each citation, in addition to other possible fees and penalties.

D. *Designation of animal control shelter:* The city council shall designate an official animal control shelter where animals found in violation of this chapter shall be taken.

10-3-22: **OBSTRUCTING ANIMAL CONTROL OFFICER:**

No person shall obstruct, delay, hinder, or interfere with any person authorized by the city council to discharge their duties under this section. The following acts are considered obstructing or interfering with an animal control officer's duties:

A. Removing an animal from the animal control shelter or from the custody of an animal control officer without the authority of the animal control agency.

B. Removing an animal from the animal control shelter without paying the designated fees.

C. Threatening or obstructing an animal control officer acting in their official powers or duties.

D. Committing an act that interferes with or obstructs an animal control officer acting in the discharge of their duties.

E. An animal control officer in the course of their duties has an obligation to identify who they are to those requesting that information and provide a current work address and, if necessary, sign an acknowledgement of receipt of infraction or misdemeanor.

F. It is unlawful to make a false or misleading statement or representation about animal ownership or custody to an animal control agency, shelter or officer.

Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code 1-4-1.

#### 10-3-23: **IMPOUNDING OF ANIMALS:**

The animal control officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal is as follows:

A. *Record of impounding:* At time of animal impoundment the animal control agency shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.

B. *Identified animals:* Within twenty-four (24) hours after impoundment of an identified animal, the animal control agency shall make a reasonable effort to notify the owner of the animal's impoundment.

C. *Redeeming animals:*

1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort for a period of at least five (5) working days, unless they are subject to other provisions of this section.

2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.

3. The owner of any animal which is lawfully impounded shall pay all fees and expenses related to the impoundment whether or not the animal is later claimed.

4. The following protocol is required to reclaim an animal, unless otherwise noted:

a. Execution of a sworn statement of ownership.

b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.

c. Payment of the impoundment fees.

d. Payment of the boarding fee according to the boarding schedule.

e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.

D. *Refusal to redeem impounded animal; adoption; appeal:* The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or the animal control agency, an animal should not be returned to the owner for humane or public health reasons. The animal control agency may find a responsible person to adopt the animal after it has been

impounded a minimum of five (5) days. The agency shall take reasonable steps to inform the owner of its intent to euthanize or adopt the animal. Such notice will include the owner's right to appeal the decision. An owner may request in writing an appeal of the decision, which will stay an action until the appeal is complete. If the appellate authority decides that the animal should be euthanized, or adopted, the owner shall be liable for the costs of boarding the animal and any other expenses incurred by the animal control agency while keeping or caring for the animal from the date of the impoundment through the end of the appeals process. The animal control agency shall not be held civilly liable for the euthanasia of the animal.

E. *Impoundment fees:* The animal control shelter shall be entitled to charge a fee for the keeping and selling of an animal, and these fees shall be retained by the animal control shelter.

F. The charges associated with selling an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for impounding and keeping any animal shall be paid at time of animal redemption. The animal control shelter is obligated to keep a fee schedule for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

10-3-24: **CITY IMMUNE FROM LIABILITY:**

The city, the city's designee, the animal control agency, the animal control shelter, and the animal control officer shall be immune from all civil liability for actions taken pursuant to this chapter, or for any failure to take action to enforce the provisions of this chapter. This chapter has been enacted for the welfare of the public as a whole.

10-3-25: **HABITUAL VIOLATOR:**

A. *Order of abatement; appeal:* In addition to any legal remedy available under the provisions of this chapter, the animal control agency will notify and direct, in writing, the owner of an animal who is guilty of three (3) convictions of a violation of this chapter in any twelve-month period to abate and remove the animal from the city within five (5) calendar days from the date of the notice; or, in the alternative, to abate and transfer ownership and possession of the animal to another person not living at the same place of residence. Such notice to abate shall state the method of appealing the order, except that any appeal must be filed within five (5) calendar days following service of the notice.

B. *Request hearing before district court:* The owner of an animal that has been served with an order of abatement, pursuant to subsection A. of this section, may appeal such order by requesting a hearing before the district court by submitting a written request to the clerk of the court. Any appeal must be filed within five (5) calendar days following service of the notice.

C. *Failure to abate; impoundment of animal:* If the owner of the animal is found in violation of the abatement notice after five (5) calendar days have elapsed from the date of notice and no timely appeal is filed, the animal shall be removed and impounded by the animal control agency, subject to all impoundment procedures; provided, however, the animal may not be returned to the same residence or property from where it formerly resided or was impounded.

**10-3-26: PENALTIES:**

Except as provided for within this Chapter, any person violating this section shall be guilty of an infraction punishable as provided for in Kuna City Code 1-4-1. A second violation of this section within six (6) months from the date of the commission of the prior offense for which the person was charged shall constitute a misdemeanor and shall be punishable by a fine not exceeding one thousand dollars (\$1,000).

**CHAPTER 4  
FALSE ALARM ORDINANCE****10-4-1: SHORT TITLE AND PURPOSE:**

This chapter shall be known as the "false alarm ordinance" and its purpose is to reduce the number of false security alarms occurring within the municipality thereby enhancing police response time for critical calls for service and reducing the costs to the city for the police response to the increasing number of false security alarms. Further, the intent of this chapter is to encourage alarm businesses and alarm users to maintain the operational viability of their security alarm systems and to hold owners of alarms systems accountable for the costs associated with responding to false security alarms.

**10-4-2: DEFINITIONS:**

*ALARM INSTALLATION COMPANY.* A person or entity in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an alarm system in a business or residence.

*ALARM MONITORING BUSINESS.* Any person, firm, or corporation who is engaged in the monitoring of security alarm systems and the summoning of a law enforcement response to the alarm location.

*ALARM OFFICER.* The Chief of the Kuna Police Department or his/her designee.

*ALARM SYSTEM.* Any mechanical, electrical or other device, which is designed or used for the detection of a trespass, burglary or robbery within a building, structure or facility or for alerting others to a hazard or to the commission of an unlawful act within a building, structure or facility or which emits a sound or transmits a signal or message when activated and which is designed to elicit a response from the police department. Alarm systems include, but are not limited to, direct-dial telephone devices, audible alarms and proprietor alarms. Devices which are not designed or used to register alarms but are audible, visible or perceptible outside the protected building, structure or facility are not included with this definition. An alarm system includes all the necessary equipment designed and installed for the detection of a trespass, burglary, robbery or other hazard in a single building, structure or facility or for alerting others to the commission of an unlawful act within a building, structure or facility.

*ALARM USER.* Any person who purchases, leases, contracts for or otherwise obtains a security alarm system or contracts for the servicing or maintenance of a security alarm system.

*AUDIBLE ALARM.* Any device designed for the detection of an unauthorized entry on the premises, and which, when activated, generates an audible sound on the premises.

*AUTOMATIC DIALING DEVICE.* An alarm system which automatically sends a transmission over a standard telephone line, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of an emergency situation that the alarm system is designed to detect.

*EMERGENCY.* Any condition for which the alarm was designed and installed and which, results in a response of police personnel.

*ENHANCED CALL VERIFICATION.* An independent method whereby the alarm monitoring company attempts to determine that a signal from an automatic alarm system reflects a need for immediate police assistance or investigation. This verification process will be conducted by the alarm system monitoring personnel and shall consist of making two (2) phone calls to the responsible party or parties and shall not take more than five (5) minutes from the time the alarm signal has been accepted by the alarm monitoring company. At least one (1) of the two (2) phone calls must be made to the party of the premises upon which the alarm system is installed.

*FALSE ALARM.* An alarm signal, message, transmittal or communication, which is activated from an alarm system and which is responded to by personnel of the police department for which no emergency situation exists or existed as determined by the responding police personnel. False alarms shall not include alarms caused by natural occurrences such as hurricanes, tornadoes, earthquakes or other extraordinary circumstances determined by the alarm officer to be clearly beyond the control of the alarm user.

*HOLDUP ALARM.* (also duress alarm, robbery alarm or panic alarm). An alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises, intended to signal that a robbery or other crime is in progress, and that one (1) or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm or death at the hands of the perpetrator of the robbery or other crime.

*INTERCONNECT.* Any connection to an alarm system, including an automatic dialing device, to a telephone line, either directly or through a mechanical device that utilizes a telephone to transmit a message upon the activation of the alarm system.

*ONE PLUS DURESS ALARM.* A security system which permits the manual activation of an alarm signal by entering on a keypad, a code that either adds the value of 1 to the last digit of a normal arm/disarm code (e.g., the normal arm/disarm code "1234" as "1235" automatically activates the duress alarm feature) or that involves entering any incorrect final digit to a normal arm/disarm code.

*PENALTY STATUS.* That status achieved by more than one (1) false alarm within the calendar year beginning January 1 and ending December 31.

*Person.* Any individual, partnership, association, corporation, or organization of any kind, or any governmental entity or political subdivision thereof.

*SIA CONTROL PANEL STANDARD CP-01.* The ANSI - Control Panel Standard, and as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL) , or other nationally recognized testing organizations, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

10-4-3:           **ALLOCATION OF REVENUE:**

All service fees collected pursuant to this chapter shall be paid to the General Fund of the City of Kuna.

10-4-4: **ALARM PROCEDURES AND REGULATIONS:**

A. Each alarm user shall maintain each alarm system in good working order, and provide the necessary service to prevent malfunctions.

B. It is unlawful for any person to install or maintain any audible alarm which creates a sound similar to that of a civil defense warning system.

C. Each alarm user is responsible for assuring that each alarm system is used properly and in accordance with the manufacturer's directions and the law.

D. Every person maintaining an alarm system shall provide to the Kuna City Police Department and the Ada County 911 Communications Center located at the Ada County Sheriff's Department, 7200 Barrister Drive, Boise, Idaho, 83704, information containing the names and telephone numbers of the persons to be notified in order to render repairs or service and secure the premises during any hour of the day or night that the alarm system is actuated within fifteen (15) days of installation of the alarm system.

E. Every person maintaining an alarm system shall make readily visible, either on or immediately adjacent to the exterior of the device emitting the alarm, the name and telephone number of the responsible party to be notified in order to render repairs and service and secure the premises during any hour of the day or night that the alarm system is activated.

F. Every audible alarm shall have a timing device, which automatically shuts off the alarm within thirty (30) minutes after it has been activated.

G. It shall be unlawful for an alarm user or his/her representative to fail to respond to the alarm location within sixty (60) minutes after being requested to do so by a law enforcement representative or Ada County Sheriff's Department personnel. A person responding to the alarm location shall take whatever remedial action is necessary to secure the property from further intrusion, or take whatever action is necessary to render service to the alarm or to provide response by another person who is able to render the necessary action after the responding law enforcement agency has rendered the area safe from possible entry by an intruder. Unless specifically requested, the law enforcement agency responding shall be under no obligation to remain at the locations of the alarm for a period in excess of fifteen (15) minutes, while waiting for the responding party to arrive unless illegal entry has occurred.

H. No person shall maintain, operate, use or attempt to use, an alarm system which generates a false alarm. Each alarm user is responsible for paying the false alarm special service fee, as provided in section 10-4-7.

**10-4-5: DUTIES OF ALARM INSTALLATION AND MONITORING COMPANIES:**

A. The alarm installation company shall provide written and oral instructions to each of its alarm users in the proper use and operation of their alarm systems. Such instructions will specifically include all instructions necessary to turn the alarm system on and off and to avoid false alarms.

B. After the effective date of this chapter, alarm installation companies shall not program alarm systems so that they are capable of sending one plus duress alarms. Monitoring companies may continue to report one plus duress alarms received from alarm systems programmed with one plus duress alarms prior to enactment of this chapter. However, upon the effective date of this chapter, when a takeover or conversion occurs or if an alarm user requests an alarm system inspection or modification, the alarm installation company must remove the one plus duress alarm capability from such alarm system.

C. After the effective date of this chapter, alarm installation companies shall not install a device to activate a holdup alarm, which consists of a single-action and nonrecessed button.

D. An alarm installation or monitoring company shall not install or use automatic dialing devices.

E. Enhanced call verification is required. After the effective date of this chapter, every alarm monitoring company shall verify every security alarm signal prior to requesting a police dispatch by making two (2) phone calls to the responsible party or parties, not more than five (5) minutes from the time the alarm signal has been accepted by the alarm system monitoring company. At least one (1) of the two (2) phone calls must be made to a party off the premises upon which the alarm system is installed

F. Once notification that an alarm system is activated, the alarm monitoring company shall immediately proceed to silence the alarm or ensure that the alarm is silenced. The silencing of the alarm must be completed within fifteen (15) minutes after notification of activation when the alarm system is protecting a residential structure or within thirty (30) minutes when the alarm system is protecting a commercial or industrial structure.

**10-4-6: INTENTIONAL FALSIFICATION OF ALARM SYSTEM PROHIBITED:**

It shall be unlawful for any person to activate an alarm system for the purpose of summoning police, except in the event of what is reasonably believed to be an unauthorized entry on the premises for the purposes of carrying out a felony or violent misdemeanor therein.

**10-4-7: FALSE ALARM, SPECIAL SERVICE FEE:**

A. An alarm user whose alarm has elicited one (1) false alarm response from law enforcement within one (1) calendar year, where any subsequent alarms are false, will be assessed a service fee for each false alarm that occurs within that period of time.

- B. If one (1) false alarm within one (1) calendar year are received from any alarm system;
1. The alarm officer shall notify the alarm user by personally serving a notice of false alarm, upon a form, as approved the alarm officer, upon the owner of the building, or by sending a letter via certified mail of the false alarm.
  2. The alarm officer will advise the alarm user that any additional false alarms within the calendar year will result in the assessment of a service fee for each additional false alarm that has been responded to, as determined by the following schedule:

Second False Alarm	\$50.00
Third False Alarm	\$100.00
Fourth False Alarm	\$150.00
Every successive False Alarm over 4	\$175.00

- C. A fifteen-day grace period will be extended to all alarm users after the initial installation of an alarm system. The official recording of false alarms will not commence until after the expiration of the fifteen-day grace period.

10-4-8: **ENFORCEMENT OF ALARM ORDINANCE AND PENALTIES:**

In addition to the Special Service Fees, each violation of this section shall constitute an infraction punishable by a fine of one hundred dollars (\$100.00). Each alarm call shall be considered a single violation.

10-4-9: **SEVERABILITY:**

If any clause, sentence, paragraph, section or any part of this chapter shall be declared and adjudged to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect, invalidate, or nullify the remainder of this chapter.

10-4-10: **EFFECTIVE DATE:**

The ordinance from which this chapter derives shall be effective upon passage.

## CHAPTER 5 DISCHARGE OF WEAPONS

10-5-1: **DEFINITIONS:**

*FIREARM.* Any device, designed to be used as a weapon, from which a projectile is discharged through a barrel by the force of an explosive charge.

*AIR GUN.* Any weapon that expels a projectile through the action of release of a pressurized gas, compressed air, expanding gas, or other force-producing means or method including, but not limited to, objects commonly referred to as air guns, air pistols, air rifles, "bb" guns, pellet guns, blow guns, air soft guns and paint ball guns.

**10-5-2: PROHIBITED ACTS:**

A. It shall be unlawful to discharge a firearm within city limits from a dwelling or vehicle or within any platted and developed subdivision or in a manner likely to cause damage to the property of another.

B. It shall be unlawful to discharge any air gun upon or within the public right-of way, public parks and other public property and ways, or private property open to the public, except at a range established or approved by the City of Kuna.

C. This section shall not apply to firearms discharged at a regularly established shooting gallery or range licensed and authorized by Kuna City Code or by any law enforcement officer when discharging his/her firearm in the performance of his/her duty or when any citizen is discharging a firearm or other dangerous or deadly weapon when lawfully defending person or property.

A violation of subsection A of this section shall be a misdemeanor punishable as provided for in 1-4-1 of the Kuna City Code. A violation of subsection B of this section shall be an infraction punishable by a fine of one hundred dollars (\$100.00).

**CHAPTER 6  
NOISE****10-6-1: PURPOSE:**

The purpose of this chapter is the protection of the health, safety and welfare of the residents of the city. It is determined that sound can and does constitute a hazard to the health, safety, welfare and quality of life of residents of the city. The mayor and council, by way of IC § 50-308, are empowered to impose reasonable limitations and regulations upon the production of sound to reduce the harmful effects thereof. Now, therefore, it is hereafter the policy of this city to prevent and regulate sound generated by loud amplification devices wherever it is deemed to be harmful to the health, safety, welfare or quality of life of the residents of the city, and this chapter shall be liberally construed to effectuate that purpose.

**10-6-2: DEFINITIONS:**

*COMMON AREA(S)*: The area of a facility, complex, apartment unit, hotel, motel or the like that is open either to the general public or persons with the permission of the owner or agent of the owner of the area. This definition would include, but not be limited to the following: Swimming pools, restaurants, patios, hot tubs, saunas, laundry rooms, meeting rooms, lobbies, lounges, bars, and other areas within the facility that are either constructed or designed for use in this manner.

*LOUD AMPLIFICATION DEVICE*: Any equipment designed or used for sound production, reproduction, or amplification, including, but not limited to, any radio, television, phonograph, musical instrument, stereo, tape player, compact disc player, loud speaker, public address (PA) system, sound amplifier, or comparable sound broadcasting device.

*PERSON*: Any individual, association, organization, or entity having legally recognized existence, whether public or private.

*PLACE OF RESIDENCE*: Any building or portion thereof adapted or used and intended for the overnight accommodation of persons. In buildings that contain multiple individual units (i.e., apartment, condominium, hotel, motel, duplex, triplex, etc.), each individual unit shall be considered a separate residence for the purpose of this chapter.

*PLAINLY AUDIBLE*: Sound for which the information content is clearly communicated to the listener, including, but not limited to, understandable spoken speech, comprehension of whether a voice is raised or normal, comprehensible musical rhythms, melody, or instrumentation, and the source of which is identifiable to the listener.

10-6-3:           **PUBLIC DISTURBANCE NOISE PROHIBITED:**

Between the hours of 11:00 p.m. one day and 7:00 a.m. the next day, it shall be unlawful for any person, or business to make, cause, or allow noise by any means whatever that disturbs the peace and quiet of any inhabitant of a place of residence. The noise prohibited by this section is noise that a reasonable person should know would disturb a reasonable person of normal sensitivity.

10-6-4:           **EXCESSIVE AMPLIFIED SOUND PROHIBITED:**

A.     It shall be unlawful for any person to operate, or permit the operation of, any loud amplification device upon or within a motor vehicle in such a manner that the sound therefrom is plainly audible upon a public right-of-way or street at a distance of fifty (50) feet or more from the source of the sound.

B.     It shall be unlawful for any person to operate, or permit the operation of, any loud amplification device so that sound therefrom is plainly audible within any place of residence, business, hospital, farm property with animals, or restaurant other than the source of the sound, or where such sound is plainly audible upon a public right-of-way or street at a distance of one hundred (100) feet or more from the source of such sound.

10-6-5:           **EXCEPTIONS:**

The following sounds are exempted from the provisions of this chapter:

A.     Sounds caused by any emergency vehicle or personnel when responding to an emergency call or acting in time of emergency.

B.     Sounds caused by activities upon any municipal, school, religious, or publicly owned property or facility provided that such activities have been authorized by the owner of such property or facility or its agent.

C.     Sounds caused by parades, Kuna Days (between the hours of 7:00 a.m. one day to 2:00 a.m. the following day), firework displays, or any other event or type of activity for which a permit is required and has been obtained from the authorized governmental entity within such hours as may be imposed as a condition for the issuance of said permit.

- D. Sounds caused by locomotives or other railroad equipment.
- E. Sounds caused by burglar alarms that are not in violation of this Code.
- F. Sounds caused by safety warning devices required by law.
- G. Sounds caused by devices approved for use within the confines of the particular zoning designation that the device is located or pursuant to a conditional use permit (i.e., drive-through window speakers, ice cream vendors, car lot PA systems), so long as such sounds produced are not unreasonably loud.
- H. Sounds emanating from devices approved by the owners or management of a multiunit facility and used within the common areas of such facility. Said use must be in compliance with any regulations imposed by the owners or management of the facility to be exempt under this chapter. This exemption only applies in relation to other units within the same facility.

10-6-6: **PENALTY:**

A violation of section 10-6-3 of this chapter shall constitute a misdemeanor punishable by 1-4-1 of the Kuna City Code. A violation of 10-6-4 of this chapter shall constitute an infraction punishable by a fine of one hundred dollars (\$100.00).

**Section 2.** That all ordinances, resolutions, orders or parts thereof, or in conflict with this ordinance are hereby voided.

**Section 3.** This ordinance shall become effective upon passage and publication as required by law.

**PASSED** by the City Council of the City of Kuna, Idaho this 17th day of March 2015.

**APPROVED** by the Mayor of the City of Kuna, Idaho this 17th day of March 2015.

CITY OF KUNA  
Ada County, Idaho

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W. Greg Nelson, Mayor

ATTEST

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Chris Engels, Interim City Clerk

**KUNA CITY ORDINANCE NO. 2015-07**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO STRIKING AND AMENDING CERTAIN SECTIONS OF CHAPTER 1, TITLE 10, KUNA CITY CODE- ENTITLED POLICE REGULATIONS, AS FOLLOWS: STRIKING 10-1-1 DISTURBING THE PEACE; AMENDING AND RENUMBERING 10-1-2 BY CHANGING THE TITLE FROM WINDOW PEEPING TO INVASION OF PRIVACY AND ADDING LANGUAGE MAKING IT UNLAWFUL TO LOOK THROUGH AN OPENING TO VIEW THE INTERIOR OF A SPACE WHERE A PERSON HAS AN EXPECTATION OF PRIVACY AND MAKING IT PUNISHABLE BY AN INFRACTION; AMENDING AND RENUMBERING 10-1-3 ENTITLED FAILING TO DISPERSE BY MAKING SEVERAL GRAMMATICAL CORRECTIONS; STRIKING SECTION 10-1-4 AND 10-1-5; AMENDING AND RENUMBERING 10-1-6 ENTITLED PUBLIC ELIMINATION OF HUMAN WASTE AND MAKING IT PUNISHABLE BY AN INFRACTION; AMENDING AND RENUMBERING 10-1-7 ENTITLED FIGHTING BY MAKING SEVERAL GRAMMATICAL CHANGES; AMENDING AND RENUMBERING 10-2-1 ENTITLED CURFEW BY CLARIFYING THAT A VIOLATION IS A MISDEMEANOR; AMENDING 10-2-2 TO RETITLE IT TO JUVENILE BEYOND THE CONTROL OF PARENTS OR GUARDIANS AND MAKING SEVERAL GRAMMATICAL CHANGES; AMENDING AND RENUMBERING 10-2-3 ENTITLED PARENTAL RESPONSIBILITY BY MAKING SEVERAL GRAMMATICAL CHANGES AND STRIKING SEVERAL SECTIONS; AMENDING AND RENUMBERING 10-3 ET SEQ.- ENTITLED ANIMAL CONTROL AND MAKING CERTAIN SECTIONS PUNISHABLE BY AN INFRACTION; AMENDING 10-4 ET SEQ. – ENTITLED FALSE ALARM ORDINANCE MAKING SEVERAL GRAMMATICAL CHANGES AND MAKING A VIOLATION AN INFRACTION; AMENDING 10-5 ET SEQ. –ENTITLED DISCHARGE OF WEAPONS MAKING SEVERAL GRAMMATICAL CHANGE, REORDERING AND RENUMBERING SEVERAL PARAGRAPHS AND MAKING A VIOLATION OF SUBSECTION B AN INFRACTION; AND PROVIDING AN EFFECTIVE DATE.**

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

**Ordinance Section 1:** Chapter 1, Title 10 is hereby adopted and codified to read as follows:

TITLE 10  
POLICE REGULATIONS  
CHAPTER 1

**GENERAL OFFENSES**

~~10-1-1: DISTURBING THE PEACE:~~

~~Every person who maliciously and wilfully disturbs the peace or quiet of any neighborhood, family or person within the city by loud or unusual noise, or by tumultuous or offensive conduct, or by threatening, traducing, quarreling, challenging to fight or fighting, or who, on the public~~

~~streets or highways of the city, fires any firearms or uses any vulgar, profane or indecent language within the presence of or hearing of women or children, in a loud and boisterous manner, is guilty of a misdemeanor.~~

10-1-1: ~~10-1-2: WINDOW PEEPING~~ **INVASION OF PRIVACY:**

A. It shall be unlawful for any person to linger, prowl, or wander upon the private property of another without a lawful purpose for being on the property; and while doing so peeks in a door or window or any inhabited building or structure located thereon.

~~who is while loitering, prowling or wandering upon private property of another, to look, per or peek in, or be found loitering around or within view of any door or window of any inhabited building or structure located thereon, without visible or lawful business with the owner or occupant thereof.~~

B. It shall be unlawful for any person; to look through a hole or opening into, or otherwise view the interior of any area which someone is occupying with a reasonable expectation of privacy, including, without limitation, any: bedroom, bathroom, changing room, fitting room, dressing room, or tanning booth; by means of any instrumentality, including, but not limited to, a: periscope, telescope, binoculars, camera, motion picture camera, camcorder, or mobile phone; with the intent to invade the privacy of a person or persons inside.

A violation of subsection of this section shall constitute a misdemeanor and shall be punishable as provided for in section 1-4-1 of the Kuna City Code.

~~Any person violating this section shall be guilty of a misdemeanor and, upon conviction thereof, is punishable as provided in section 1-4-1 of the Kuna City this Code.~~

10-1-2~~10-1-3~~: **FAILING TO DISPERSE:**

~~It shall be a misdemeanor punishable under section 1-4-1 of this Code for~~  
It shall be unlawful for any ~~any~~ person who is part of a group of two (2) or more persons who are located ~~in on a~~ public property ~~face~~ or ~~upon~~ private property open to public use ~~that who~~ appears to be intoxicated, ~~or~~ creating a disturbance, ~~or~~ assembled for the purpose of fighting, ~~or~~ assembled for some other unlawful purpose, ~~to~~ ~~to~~ fail or refuse to disperse and immediately depart the area upon the request of any law enforcement officer.

A violation of this section shall constitute a misdemeanor and shall be punishable as provided for in 1-4-1 of the Kuna City Code.

~~10-1-4: CRIMINAL CODE ADOPTED:~~

~~Pursuant to the provisions of IC § 50-901, there is hereby adopted title 18 of said Idaho Code, being the criminal laws of the state, establishing principles of liability for conduct; establishing general principles of justification for conduct; defining offenses involving danger to persons; defining offenses against properties; defining offenses against family; defining offenses against public administration; defining offenses against public order and decency; establishing a uniform system of penalties, including fines, forfeitures and imprisonment; and establishing criteria for imposing sentences upon those convicted of an offense, and said laws shall be in the same are hereby adopted as the criminal code of the city. Three (3) copies of said law shall be on file in the office of the clerk for reference to and inspection by the general public.~~

~~Upon a violation of any provision of this chapter or the laws hereinabove adopted, the arresting officer shall execute the citation in the following manner:~~

~~Violation of Kuna City Code, Section \_\_\_\_\_ (being in particular Section 18 \_\_\_\_\_ of the Idaho Code).~~

#### ~~10-1-5: PUBLIC POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES:~~

##### ~~A. Definitions:~~

~~**ACTUAL PHYSICAL CONTROL:** Being in the driver's position of a motor vehicle with the engine running or with the vehicle moving.~~

~~**ALCOHOLIC BEVERAGE:** Beer, wine, distilled liquors, any beverage containing beer, wine or any distilled liquor, or any other liquid not containing beer, wine or liquor, but containing at least four (4) percent alcohol by weight that is intended for consumption as a beverage. Excluded from this definition are liquids not intended as beverages such as, but not limited to, cough syrups or suppressants, mouthwashes or cooking extracts notwithstanding that such liquids may contain high concentrations of alcohol.~~

~~**OPEN CONTAINER:** Any bottle, can, jug, box or similar container exhibiting any kind of labeling identifying the contents as beer, wine or liquor where the seal has been broken. Any other container capable of containing liquid that does not have any labeling identifying the contents as beer, wine or liquor regardless of whether it can be sealed or closed.~~

~~**OPEN TO THE PUBLIC:** Businesses, schools, churches, parks and any other types of property open to patronage by the public at large. Such properties remain open to the public for purposes of this section, regardless of the hours of operation.~~

~~**POSSESS OR POSSESSION:** Physically carrying, holding or touching a container, or exercising dominion and control, but not necessarily exclusive dominion and control, over a container. A container can be possessed by more than one (1) person.~~

##### ~~B. Prohibited acts:~~

~~1. It shall be unlawful for any person to consume an alcoholic beverage or possess an open container containing any quantity of an alcoholic beverage upon any street, sidewalk, parking lot, public park, public school premises, or any other public property or private property open to the public.~~

~~2. It shall be unlawful for any person in a motor vehicle upon a public highway or upon the right of way of a public highway in this city, to consume an alcoholic beverage or possess any open container containing any quantity of an alcoholic beverage.~~

##### ~~C. Exceptions:~~

~~1. Alcoholic beverages may be possessed and consumed by persons twenty one (21) years of age or older in places prohibited in subsection B.1. of this section, but only if such places have been identified in a valid alcohol catering permit issued by the City of Kuna and the possession or consumption occurs within the hours and premises designated in such permit. Such consumption or possession shall be limited, however, to alcoholic beverages in containers obtained directly from the person, entity or designee holding the catering permit.~~

~~2. Alcoholic beverages may be possessed or consumed by persons twenty one (21) years of age or older inside motor vehicles in areas prohibited under subsection B.2. of this section, if such persons are passengers in the passenger area of a motor vehicle designed, maintained, or used primarily for the transportation of persons for compensation, or in the living quarters of a recreational vehicle as that term is defined in IC § 49-119.~~

~~D. — Penalty: Persons violating subsection B.1. of this section, and persons in actual physical control of a motor vehicle violating subsection B.2. of this section, shall be guilty of a misdemeanor. Persons not in actual physical control of a motor vehicle violating subsection B.2. of this section, shall be guilty of an infraction, in accordance with IC § 23-505(2).~~

10-1-310-1-6: **PUBLIC ELIMINATION OF HUMAN WASTE:**

It shall be unlawful, ~~and punishable pursuant to section 1-4-1 of this Code,~~ for any person to urinate or defecate upon any public property or upon private property open to public use, or anything sitting on or affixed to such property, except within permanent or temporary toilet facilities designed to hold human waste.

~~Any person violating this section shall be guilty of an infraction and is punishable as provided in section 1-4-1 of the Kuna City Code.~~

A violation of this section shall constitute an infraction and shall be punishable by a fine of one hundred dollars (\$100.00).

10-1-410-1-7: **FIGHTING:**

A. DEFINITIONS.

~~No person shall intentionally, knowingly, or recklessly fight with another person in a public place.~~

"FIGHTING" means any use of physical force on the person of another, with or without consent, and done so in an angry, rude or threatening manner, or in a manner which may cause injury to another, or endanger or disturb the peace of another person.

B. No person shall intentionally, knowingly, or recklessly fight with another person in a public place.

Any peace officer empowered to enforce the provisions of the Kuna City Code is authorized to issue a uniform citation upon his/her own observations of a violation of this section and upon a reasonable belief that the person or persons cited committed the offense of fighting contrary to law, and without the necessity of a citizen complainant's signature on the citation.

~~A person who commits the crime of fighting is guilty of a misdemeanor.~~ A violation of this subsection shall constitute a misdemeanor and shall be punishable as provided for in 1-4-1 of the Kuna City Code.

CHAPTER 2

MINORS

10-2-110-2-1: **CURFEW:**

A. It shall be unlawful for any person under the age of eighteen (18) years to be or to remain in or upon any street, alley, public ground, public place or any place open to the public or exposed to public use within the city between the hours of 10:00 p.m. and 5:00 a.m., on Sunday through Thursday and between the hours of 11:00 p.m. and 5:00 a.m. on Friday and Saturday.

B. The provisions of this section shall not apply to any person who is accompanied by his parent, guardian or other adult person having the care and custody of him, nor to any person who is in the performance of an errand or duty directed by his parent, guardian or other adult person having the care and custody of him, nor to any person who is actually at the time engaged in legitimate employment for profit, nor to any person who is attending or participating in any officially sanctioned school activity.

C. It shall be unlawful for any person by any act or neglect to encourage, aid or cause any person under the age of eighteen (18) years to come within the purview of this section, and a violation of this subsection shall constitute a misdemeanor and shall be punishable as provided for in section 1-4-1 of the Kuna City Code.

D. Any person under the age of eighteen (18) years who is found guilty of a violation of this section shall be subject to being charged pursuant to provisions of the Juvenile Corrections Act, or an infraction at the discretion of the investigation officer and/or the Juvenile Probation Department.

10-2-2: JUVENILE BEYOND THE CONTROL OF PARENTS OR GUARDIANS~~STANDARDS OF BEHAVIOR:~~

A. It shall be unlawful for any person under the age of eighteen (18) years who is residing in living or located within ~~found in~~ the city limits ~~who has to be or to remain a person who has~~ run away from his parents, guardian or other legal custodian or who commits or has committed any act placing him beyond the control of his parents, guardian or other legal custodian or which constitutes behavior which would injure or endanger his health or welfare or that of others, including, without limitation, wilful association with thieves, or vicious or immoral persons, or using vile, obscene, vulgar or indecent language, or being guilty of immoral conduct in any public place or about any schoolhouse, or becoming or attempting to become intoxicated by inhaling the fumes of gasoline, toluene or any other solvent or product containing any such solvent ~~or attempting to commit the act of suicide.~~

B. It shall be unlawful for any person by any act or neglect to encourage, aid or cause any person under the age of eighteen (18) years to come within the purview of this section.

~~Violation of this section shall be punishable by imprisonment for a period not to exceed thirty (30) days or by a fine of not to exceed one hundred dollars (\$100.00), or by both such fine and imprisonment.~~

A violation of this subsection shall constitute a misdemeanor and shall be punishable as provided for in section 1-4-1 of the Kuna City Code.

10-2-3:          **PARENTAL RESPONSIBILITY:**

A. A person who is the parent, lawful guardian or other person, except a foster parent, lawfully charged with the care or custody of a child under sixteen (16) years of age commits the offense of failure to supervise a child if the child:

1.          Commits an act bringing the child within the purview of the Juvenile Corrections Act, Idaho Code §20-501 et seq. ~~C tit. 20, ch. 5;~~ or

2.          Fails to attend school or is not comparably instructed, as provided in Idaho Code § 33-202; or

3. Violates a curfew law of the county or city enacting the ordinance authorized under this section.

B. A person shall not be subject to prosecution under an ordinance containing the provisions of subsection A. ~~4.~~ of this section if the person:

1. Is the victim of the act bringing the child within the purview of the provisions of Idaho Code §20-501 et seq. ~~C tit. 20, ch. 5;~~ or

2. Reported the act of the child to the local law enforcement agency, the juvenile court, the department of health and welfare or other appropriate authority as provided in this section. ~~;~~

~~2.~~—A person shall not be subject to prosecution under subsection A. of this section if the person shows to the satisfaction of the court the person took reasonable steps to control the conduct of the child at the time the person is alleged to have failed to supervise the child.

~~A. Except as provided in subsection D. of this section, A~~ a person convicted of failure to supervise a child as provided for in this section may be ordered by the court to pay restitution to or make whole any victim who suffers an economic loss as a result of the juvenile's conduct in accordance with the standards and requirements of Idaho Code §§ 19-5304 and 19-5305; ~~provided that the restitution ordered to be paid shall not exceed two thousand five hundred dollars (\$2,500.00).~~

~~B. If a person is found guilty or pleads guilty to the offense of failure to supervise a child and the person has not previously been found guilty or pled guilty to the offense of failure to supervise a child, the court:~~

~~1. Shall warn the person of the penalty for any future conviction of failure to supervise a child and suspend the imposition of sentence;~~

~~2. Shall not order the person to pay any restitution.~~

~~C. 1. If the person is found guilty or pleads guilty to a second offense of failure to supervise a child and if the person has previously been found guilty or has pled guilty to the offense of failure to supervise a child, the person shall be guilty of a misdemeanor and shall be subject to a fine of not more than one thousand dollars (\$1,000.00). In lieu of imposing a fine, the court, with the consent of the person, may order the person to complete parenting classes or undertake other treatment or counseling, as approved by the court, and upon the person's completion of the classes, treatment or counseling to the satisfaction of the court, the court may discharge the~~

~~person or if the person fails to complete the program to the satisfaction of the court, the court may impose the penalty provided in this section.~~

~~2. Any person violating the orders of the court entered under the ordinance shall be subject to contempt proceedings in accordance with IC tit. 7, ch. 6, in addition to any other penalties authorized pursuant to this section.~~

~~D.~~ Any offense of failing to supervise the child shall be subject to the jurisdiction of the juvenile court or to the jurisdiction of the magistrate's division of the district court.

~~E.~~ Conviction of a person under an ordinance enacted under the authority of this section shall not preclude any other action or proceedings against the person which may be undertaken pursuant to the provisions of Idaho Code, Title C tit. 20, Chapter ch. 5, or other provisions of law.

### CHAPTER 3

#### ANIMAL CONTROL

##### 10-3-1:            **SHORT TITLE AND PURPOSE:**

This chapter shall be known as the Kuna City Animal Control Ordinance, and it is enacted to provide for the health, safety and welfare of the people of Kuna and the humane and safe treatment of animals, and to establish all required procedures and regulations for the licensing and control of animals and kennels.

##### 10-3-2:            **DEFINITIONS:**

*ABANDON:* To leave an animal unattended for more than twenty-four (24) hours without the owner making arrangements for its proper care, sustenance and shelter, or releasing the animal upon public highways or public or private lands.

*ANIMAL:* Any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:

*Domestic Animals:* Those animals commonly accepted as domesticated household pets that have traditionally, through a long association with humans, lived in a state of human dependence or traditionally have been kept as a household pet. These animals shall include dogs, cats, ferrets, caged birds, pigeons, gerbils, hamsters, guinea pigs, domesticated rabbits, chinchillas, fish, nonpoisonous, nonvenomous and nonconstricting reptiles or amphibians, and other similar animals.

*Farm Animals:* Those animals commonly associated with a farm or performing work in an agricultural setting. These animals shall include members of the equine family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including potbellied pigs), goats, llamas, alpacas, and other animals associated with a farm, ranch or stable operations.

*Wild Animals:* Those animals commonly considered wild or dangerous and not trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety and welfare of people. These animals shall include:

A. Any member of the large cat family (family Felidae) including, but not limited to, cougars, bobcats, cheetahs, lynxes, lions, mountain lions, tigers and jaguars, but excluding domesticated house cats.

B. Any naturally wild member of the canine family (family Canidae) including, but not limited to, wolves, foxes and coyotes, but excluding domesticated dogs.

C. Any cross-breeds between naturally wild animals and domestic animals, such as a wolf hybrid.

D. Any member or relative of the rodent family.

E. Any skunk (whether or not descended), or raccoon, and other members of the weasel family (Mustelidae) and raccoon family (Procyonidae).

F. Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.

*ANIMAL CONTROL AGENCY:* Any organization(s) authorized by the city council to enforce the provisions of this chapter.

*ANIMAL CONTROL OFFICER:* Any individual authorized by the city council or the animal control agency to enforce the provisions of this chapter, to include, state or local law enforcement officers whose duties include assignments that involve animal seizure and impoundment.

*ANIMAL CONTROL SHELTER:* An animal control facility authorized by the city council or the animal control agency as the location for the impounding of animals.

*ANIMAL KENNEL:* Any person who keeps, leases, buys, barter, or sells animals for gain; provides facilities for breeding, boarding, transporting, exhibiting, grooming, including bathing or their cosmetic care; or provides guard services. Kennel operations are subject to the city's conditional use permitting processes. The animal kennel definition shall not apply to the terms animal clinic, animal shelter, impound facility, animal hospital or veterinary office, where boarding is limited to short-term care incidental to the hospital or shelter use.

*AT LARGE:* Off the property of the owner and not under the control of such person by either leash, cord or chain (not to exceed eight (8) feet).

*ATTACK:* Any aggressive action by an animal which a reasonable person would conclude places any person or domestic animal in reasonable belief of imminent and substantial bodily harm.

*BARKING:* A vocal sound produced by a dog that annoys or disturbs a reasonable person of normal sensitivities.

*BITE OR BITTEN:* When the skin of an individual has been broken or penetrated by an animal's teeth in an act of aggression, attack or defense.

*CAT:* Both the male and female of the Felidae species.

*CURRENT VACCINATION:* An animal that has received a primary rabies vaccine at least thirty (30) days ago, and no more than one (1) year ago, or has received a booster vaccine administered according to the manufacturer's written instructions. The rabies vaccine shall be licensed by the United States Department of Agriculture for use in that species (a list of the currently licensed vaccines can be found in the current "Compendium of Animal Rabies Vaccines" prepared and updated annually by the National Association of State Public Health Veterinarians). Rabies

vaccination must be performed by or under the direct supervision of a veterinarian who is licensed or legally permitted to practice veterinary medicine.

*DANGEROUS DOG*: Any of the following:

A. Any dog that, unprovoked, has attacked or is attacking any person or domestic animal.

B. Any dog previously designated as a "potentially dangerous dog", where the owner has been notified in writing by the animal control officer of said status determination, and where the animal continues the behavior described in the definition of "potentially dangerous dog" of this section.

*DOG*: Both the male and female of the canine species.

*EUTHANASIA*: The procedure in which an animal is humanely killed by a method that is painless to the animal, and causing unconsciousness and death. This procedure to be performed by a certified euthanasia technician or licensed veterinarian in accordance with IC tit. 54.

*HARBORING*: Allowing an animal to remain, or to be lodged, fed or sheltered on real property the owner occupies or controls for twenty-four (24) consecutive hours, or for one (1) or more hours per day for three (3) consecutive days.

*HUMANE TRAP*: A live animal box enclosure trap designed to capture and hold an animal without injury for a set period of time.

*IMPOUND*: To receive into the custody of the animal control shelter or an animal control authority officer.

*KENNEL, COMMERCIAL*: Any real property where five (5) or more dogs are maintained, harbored, possessed, trained, bred, boarded or cared for in return for compensation. This definition does not include an animal clinic, animal hospital or veterinary office where boarding is limited to short-term care incidental to the hospital use.

*NONBITE EXPOSURE*: Saliva from an animal who has come in contact with a person's open wound or mucus membrane that may pose health concerns.

*OWN*: To keep, harbor, or have control, charge or custody of an animal. Animals kept in the custody of a minor or incapacitated person shall be deemed to be owned by the minor's parent(s), guardian or other designated responsible person where the minor or incapacitated person resides.

*OWNER*: Any person who keeps, harbors, or has charge, custody or control of, or permits any animal to remain on their property.

*PERSON*: Any individual, corporation, society, copartnership, limited partnership, limited liability company, association, or any other legal or business entity.

*POSTED PROPERTY*: Any property that has been posted with legible sign(s) stating the restrictions, prohibitions or regulations pertaining to use of the property. "Posted property" specifically includes "Bernie Fisher" Park and other public areas that are designated from time to time by resolution of the city council.

*POTENTIALLY DANGEROUS DOG*:

A. A dog, when unprovoked, who engages in an aggressive behavior requiring a defensive action by any person to prevent bodily injury, where the person is not on the real property of the owner of the dog.

B. A dog, without provocation, which has killed, inflicted injury, or otherwise caused injury by attacking a domestic animal not on the property of the owner of the dog.

*PROVOKE*: A person performing an act or omission that an ordinary and reasonable person would conclude is likely to precipitate dog aggression in the form of a bite or attack.

**PUBLICLY OWNED PROPERTY:** Property owned, leased or otherwise used by tax supported agencies. (Example: City parks, schools, post office)

**QUARANTINE:** The strict confinement of an animal in a manner which limits direct contact with other animals not in quarantine or persons other than the owner or caretaker. The quarantine shall be conducted by way of an order issued by the animal control agency designating the specific place, manner and provisions of the quarantine.

**RABIES SUSPECT ANIMAL:** Any animal which has bitten, scratched, or broken the skin of an individual or has been bitten, scratched or otherwise wounded or had contact with a rabid animal; or any animal showing symptoms suggestive of rabies.

**SANITIZE:** To make physically clean to the maximum degree that is practical.

**SECURE ENCLOSURE:** An enclosure that securely impounds an animal.

**SERVICE ANIMAL:** An animal specially trained to provide aid or assistance to a human, as defined by the Americans with Disabilities Act.

**SEVERE INJURY:** Any physical injury requiring medical attention.

**WAIVER:** A statement signed by a licensed veterinarian qualifying the medical reason that an animal should not be vaccinated for rabies.

### 10-3-3: **CRUELTY TO ANIMALS:**

A. *Standard of animal care:* Owners shall provide their animals the minimum standard of care set forth in this section. Every owner shall provide the animal with sufficient wholesome food, water and shelter according to the following minimum standards:

1. *Adequate food:* Animals shall be provided, at intervals not to exceed twenty-four (24) hours, a quantity of wholesome foodstuff specific to the age of the animal's species that provides an adequate level of nutrition necessary to sustain the good health of the animal.

2. *Adequate quantities of water:* Animals shall at all times have access to a supply of clean and fresh water. The owner shall replenish the water supply a minimum of every twenty-four (24) hours.

3. *Sanitary animal keeping:* Owners shall keep their animals in a clean, sanitary and healthy manner and not confine them in a manner where they are forced to stand, sit or lie in their own excrement.

4. *Shelter:* Every owner shall provide their domestic animals with a shelter structure possessing walls, roof, raised floor, and a door intended to shield the animals from wind and rain. A structure that is ventilated and provides protection from excessive heat and cold. A structure commensurate to the size of the inhabiting animal to permit it to move about freely.

5. *Tethering:* An owner shall not tether a dog or other domestic animal through use of a choke collar or tether or confine an animal in such manner that it can become entangled to the extent it cannot move freely, or reach shelter or water, or becomes entangled with another animal. The area where the animal is tethered or confined must be free of extraneous material that may cause it injury (materials such as glass, sharp metal and nails). A dog tether must be a minimum length of three (3) times the length of the dog, measured from the tip of its nose to the base of its tail. No animal may be kept continuously tethered for more than twelve (12) hours in any twenty-four-hour period or tethered on a continuous basis.

6. *Exercise:* Confined animal must be regularly provided with physical activity appropriate to their species, age and condition sufficient to maintain their good health.

7. *Veterinary care:* The owner of a diseased or injured animal shall promptly provide the animal with appropriate veterinary care and shall segregate the diseased animal from other animals, as necessary to prevent the transmittal of disease.

B. *Torture or neglect:* It shall be unlawful for any person to allow an animal to suffer or permit any animal to be tortured, neglected, tormented, overloaded, overworked, cruelly beaten or mutilated that results in injury or death of the animal.

C. *Animal fights prohibited:* It shall be unlawful for any person to cause, instigate, or permit any dogfight, cockfight, bullfight, or other such combat between animals or humans. A violation of this section is punishable by state law.

D. *Fighting equipment:* It shall be unlawful to possess cockspurs, slashers, gaffs, or other tools, equipment, devices or training facilities intended for purposes for training or engaging an animal in combat with another animal.

E. *Leg hold traps:* It shall be illegal to set out any leg hold traps in the city unless approved by the animal control agency and the city planning and zoning department.

F. *Animal exhibition, circus:* It shall be unlawful for an animal exhibition or circus to perform acts or establish exhibits where the performing or exhibited animals are induced to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which is likely to cause physical injury or suffering.

G. *Confinement without food and water; intervention:* A person observing a domestic animal confined without access to food or water for more than twenty-four (24) hours, should immediately contact the animal control agency.

H. *Improper containment of animal in motor vehicle:* No person(s) shall permit an animal to be contained within a motor vehicle under conditions that endanger the health, safety or well being of the animal. This provision includes circumstances relating to dangerous temperatures or lack of air, food, water and proper care. An animal control officer/police officer or public official who has probable cause to believe a confined animal is imperiled shall have the authority to enter the motor vehicle by any reasonable means after making an effort to locate the owner.

I. *Abandonment:* It shall be unlawful to abandon an animal intentionally, knowingly, recklessly, or, with criminal negligence, or leave an animal at a location without providing for the animal's continued care. Abandonment includes the disposing of an animal at or near an animal shelter, veterinary clinic or other place of shelter without first making provisions for its reasonable care.

J. —A violation of this section, except section C, shall constitute a misdemeanor and shall be punished as provided for in 1-4-1 of the Kuna City Code. Section C shall be punishable as prescribed therein.

10-3-4: **WILD ANIMALS:**

A. It shall be unlawful for any person to keep, maintain or have in their possession or control, a wild animal as defined herein.

B. This prohibition does not apply to zoological parks, properly licensed transient animal exhibitions, circuses, or licensed veterinarians, or those facilities possessing valid and current state and/or federal permits to keep such animals.

#### 10-3-5: MAINTENANCE OF FARM ANIMALS WITHIN CITY:

A. *Keeping unlawful:* It shall be unlawful to introduce farm animal(s) into the City of Kuna from the effective date of the ordinance from which this chapter derives passage, unless the city zone where the animal(s) will be stabled, kept, pastured or maintained, permits or specially permits through zoning process, the accommodation of farm animals. Farm animal(s) and/or structures to house the same that existed within the city prior to the effective date of this chapter's passage or if the city through an annexation procedure, has annexed land into the city where farm animals are not permitted, but where maintained prior to annexation, said farm animals are granted a nonconforming status according to Idaho law.

B. *Approval criteria:* The keeping of farm animals, where permitted, shall be according to the following approval criteria:

1. *Minimum lot size:* A minimum lot size shall be of a size sufficient for the health and welfare of the animal. If there is a dispute as to the necessary size of the lot, it shall be determined based on the assessment of a veterinarian knowledgeable in the keeping of the specific farm animal, who is provided specifics about where the animals will be kept.

2. *Location of housing structure:* Large farm animals are not to be housed in any structure located less than fifty (50) feet from a property line. Small farm animals are not to be housed in any structure located less than fifteen (15) feet from a property line.

3. *Area fenced:* Farm animals shall be kept in a fenced area, with both the fencing, sufficient to contain the animal(s), and the location approved by the city.

#### 10-3-6: DOGS PROHIBITED ON PUBLICLY OWNED PROPERTY:

A. *Creation of dog-free areas; exceptions:* It is the intent of the city council to create areas within the city limits that are designated "dog-free" areas. It shall, therefore, be unlawful for any person to permit, allow, or carry any dog onto publicly owned posted property or any other public place that has been posted disallowing dogs, with the following exceptions:

1. Persons with disabilities utilizing assistance animals.
2. The dog is confined in a motorized vehicle.
3. The dog is confined to perimeter sidewalks or roadways only.
4. Police officers and their service animals.
5. Search and rescue animal handlers.

B. *Parental responsibility:* In the event that the dog's owner is a minor, the parent or guardian shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by the animal.

**10-3-7: DOG LICENSES:**

A. *Location for purchasing license:* Dog licenses shall be purchased at locations designated by the city council.

B. *License required; exceptions:* It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:

1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.

2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.

3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity

4. Dogs for sale through licensed pet stores.

C. *License term; application; fees:*

1. Dog licenses shall be valid until December 31 of each calendar year. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.

2. After July 1 of each calendar year, the license fee shall be one-half of the regular license fee and effective until December 31 of that year.

3. No dog will be licensed as spayed or neutered without valid proof the surgery was performed.

4. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid along with providing a metal tag bearing the number corresponding to that affixed upon the receipt.

5. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.

6. Dog licenses may be purchased starting December 1 of each calendar year.

D. *Use of improper or imitation dog license:* It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

**10-3-8: LIMITATIONS ON NUMBER OF DOGS OR CATS:**

A. A dog or cat owner is limited to four (4) dogs or cats on the premises at one (1) time; unless said person obtains a valid commercial kennel license that affords a greater number of dogs or cats.

B. For the purposes of this section, the litter of a female dog or cat may be kept with its mother and the litter, and shall constitute one (1) dog or cat until the litter reaches six (6) months

of age at which time this status will divest and each dog or cat shall be counted as an individual animal.

C. Any person may exceed the four (4) dogs per premises limit, where all of the dogs are service dogs that have received professional special training, such as seeing eye dogs, safety dogs or companion dogs, and the dogs will be in use at said premises in their special training capacity and the person(s) utilizing the dogs reside(s) on the premises.

10-3-9: **COMMERCIAL KENNEL LICENSES:**

~~1~~A. *License requirements:* All kennels must be properly licensed. Applications are to be addressed to the Idaho Humane Society, Incorporated, with a duplicate application sent to the city. The application shall state the name and address of the owner, the location of the kennel, and the breed(s) of dog to be kept. The city fee for a kennel license shall be set by resolution of the city council. An authorized officer of the Idaho Humane Society shall inspect all prospective kennels prior to granting a kennel permit.

~~2~~B. *Any application for a kennel permit must include:*

~~1~~.a. Written approval from the Idaho Humane Society that includes a statement about the number of dogs that may be kept at the facility.

~~2~~.b. Licensing for each dog that is subject to licensing under section 10-3-7.

~~3~~.c. Written City of Kuna Planning and Zoning Department approval:

~~a~~.i. Written approval shall be in the form of an approved conditional use permit and possession of a valid zoning certificate.

~~b~~.ii. Written approval shall provide the Kuna City Planning and Zoning Director or designee's signature on the kennel license.

~~C~~3. *Revocation of kennel license:*

~~1~~.A. A kennel permit may be revoked or the application for kennel permit denied when any of the following conditions are found to exist:

~~a~~1. Dogs from the subject kennel are apprehended by an animal control officer for running-at-large within the city limits more than one (1) time in any six-month period.

~~b~~2. Failure of the kennel to maintain an accurate list of all the dogs kept at the kennel. The list shall be maintained as part of the business records of the kennel.

~~c~~3. The kennel keeping more than the approved number of dogs at the kennel.

~~d~~4. Failure of the kennel to allow access to an authorized humane society officer to inspect the kennel facility.

~~e~~5. Failure to maintain the kennel in a clean and sanitary manner by the kennel operator or its staff.

~~f~~6. Failure by the kennel to provide the animal's adequate shelter and protection from the weather.

~~g~~7. Failure by the kennel to provide the animal's with adequate ventilation.

~~h~~8. The quartering together of temperamentally unsuited dogs or allowing the animals to be in proximity to one another which action causes the dogs to be abused or tormented.

~~i~~9. Excessive or loud animal noises at the kennel.

10. Failure to adequately treat any diseased or injured dog or failure to segregate a diseased dog necessary to preventing the spread of disease to other animals.

DB. Upon notice of revocation, served by the animal control officer, a kennel license holder shall have thirty (30) days to cure any noted defect. In the alternative, the kennel license holder may, within thirty (30) days, file a written protest to contest such revocation. The protest must be filed with the City of Kuna.

EC. If no protest has been submitted to the Kuna City Council by the kennel owner seeking review of a revocation within thirty (30) days after notice of that action, the kennel license shall be deemed revoked.

#### 10-3-10: **ANIMALS RUNNING AT LARGE PROHIBITED:**

A. *Animals running at large:* It shall be unlawful for any owner to allow an animal(s) to run at large. Animals on a leash, cord or chain (not to exceed 8 feet) and accompanied by a person competent to handle the animal shall be permitted on streets or public land, unless the City has posted and signed an area "animals prohibited". Violation of this subsection is punishable by fines set by resolution of the city council.

B. *Impoundment:* The animal control agency may impound any dog, cat, or animal found running-at-large, subject to redemption in the manner provided by ordinance; except as may otherwise be provided in this section. It shall be unlawful to kill, destroy, or cause injury to an animal running-at-large, unless that action is provided by law.

C. *Collar and tag required:* Every dog shall wear a substantial, durable collar, or harness at all times, to which shall be securely attached the required license tag.

D. *Training and exercise grounds:* The city council may designate public grounds for the training or exercise of dogs, subject to certain rules and regulations. Dogs exercising in these areas need not be controlled by leash, provided they are under the control of a responsible person through whistle, voice, or other effective command.

#### 10-3-11: **FOUND STRAY ANIMALS:**

It shall be unlawful for any person to take into their possession a stray animal without notifying the animal control agency at once. The animal shall be released to the animal control shelter or animal control officer upon demand by that agency's representative without charge.

#### 10-3-12: **RABIES CONTROL:**

A. *Rabies vaccination required:*

1. *Vaccination requirement:* The owner of any dog, cat or ferret over sixteen (16) weeks of age is required to have them vaccinated for rabies by a licensed veterinarian and to keep the vaccinations current, or request these requirements be waived by a licensed veterinarian.

2. *Waiver of vaccination:* The waiver of the rabies vaccination requirement shall be obtained from a licensed veterinarian in the form of written statement that advises the medical reason for the waiver.

3. *Revaccination:* The owner of every dog, cat or ferret shall have the animal revaccinated twelve (12) months after the initial vaccination and then every three (3) years thereafter. The owner shall use a vaccine labeled by the manufacturer for triennial use, or every year use a vaccine labeled by the manufacturer for annual use.

4. *Rabies certificate:* The owner must keep a certificate of rabies vaccination issued by a licensed veterinarian. The certificate must provide the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, the vaccine producer and product name, and the veterinarian's identity.

B. *Reporting suspected case of rabies:* A person who has care or custody of an animal displaying rabies symptoms or acting in a manner, which prompts a reasonable suspicion that it may have this disease, shall notify the animal control agency.

C. *Keeping of rabid animals unlawful:* It shall be unlawful for a person, other than a licensed veterinarian, or the animal control agency, to have in its possession any animal afflicted with rabies or suspected of having rabies.

D. *Reporting of bites:* If a person's animal bites someone and this particular animal species is vulnerable to contracting rabies, the animal owner shall immediately notify the animal control agency.

E. *Payment of fees and expenses:* The owner of any animal quarantined under the provisions of this section shall pay all fees and expenses related to that action including the impoundment, confinement, board, examination, laboratory testing and release of the animal from quarantine, and any other deposit or fee required by this chapter.

10-3-13: **ANIMALS PRESENTING AN IMMEDIATE DANGER:**

A. If an animal presents an immediate danger to the health and safety of a person, or the animal is threatening or harming a person, the animal may be destroyed by whatever humane means necessary to prevent further injury to the victim. Alternatively, the officer or animal control agency may, if practical apprehend the animal and impound it.

~~B.~~ Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code 1-4-1.

10-3-14: **DIRECTING A DOG TO HARRASS OR ATTACK:**

A. It shall be unlawful for the owner of any animal to direct, encourage, cause, allow, or otherwise aid or assist a dog to threaten, charge, bite, harass, menace, or attack a person within the city. The aggressive animal may be seized and impounded. This section shall not apply to an attack by a dog under the control of a law enforcement officer or resultant from an attack upon an uninvited intruder who enters the owner's property with a criminal intent.

~~B.~~ Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code 1-4-1.

**10-3-15: DISEASED ANIMALS:**

A. *Keeping diseased animal:* No person shall keep on their premises or permit to run at large a diseased animal who poses a danger to the health and safety of the city residents, even if the animal is properly licensed under this chapter.

B. *Confinement:* An animal suspected of carrying a disease that presents a threat to the health and safety of the public may be apprehended and quarantined at the animal control shelter or other approved location operated by the animal control agency. The animal control agency shall have a qualified, licensed veterinarian examine the animal. If the animal is found to be diseased and poses a danger to the health and safety of the city, the officer shall cause the animal to be humanely destroyed and see to the proper disposal of the remains. The owner of the animal destroyed shall be liable for the associated costs of maintaining and disposing of the animal, plus any veterinarian examination costs.

C. *Release:* If, after examination, the animal is found not to be diseased the animal shall be released to the owner free of charge for services rendered.

D. *Destruction:* An animal determined by a qualified, licensed veterinarian to carry a disease that threatens the health of humans or animals may be immediately destroyed where such action is necessary to protect public health and safety.

**10-3-16: HABITUAL BARKING OR NOISEMAKING:**

A. *Prohibition:* It shall be unlawful for a person to fail to exercise proper care and control of their animal who frequently and/or excessively emits noises that are audible off of the owner's property.

B. *Impoundment:* An animal determined to be in violation of this section may be seized and impounded in the event such disturbance reoccurs after the person in control of the premises has received one (1) prior warning or citation within a period of six (6) months from the animal control agency. It is not an acceptable defense to plead that prior animal noise making, warnings or citations involved different animals.

C. *Exception, farm animals:* This section shall not apply to noises made by farm animals whether it is noise making emanating from commercial or noncommercial activities on land permitted for farm animal keeping.

D. *Affirmative defense:* An affirmative noise defense is the circumstance where an animal was intentionally provoked into making noises.

**10-3-17: DAMAGE TO PROPERTY; LIABILITY:**

It shall be unlawful for any animal to damage or destroy any property, including a lawn or garden, or other thing of value upon the private property of any person or upon any public property. In the event that the owner of the animal is a minor or incapacitated person, the parent or guardian of such minor shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by said animal.

**10-3-18: CLEANING UP WASTE:**

An owner of an animal shall be responsible for cleaning up the animal's wastes and disposing of the waste in a sanitary manner when occurring on other's property and at the time of the occurrence. An owner of any animal shall also be responsible for maintaining sanitary conditions on their own property.

**10-3-19: DOGS AND CATS' ESTROUS CYCLE:**

An owner of any dog or cat experiencing an estrous cycle shall cause the animal to be confined in a manner where said animal cannot come in contact with another dog or cat, except for planned breeding purposes. Any dog or cat running at large during its estrous cycle may be seized and impounded.

**10-3-20: DEPOSITING DEAD ANIMALS WITHIN CITY LIMITS:**

It shall be unlawful for a person to deposit a dead animal's body on public or private property in the city or allow the animal to remain unburied for more than twenty-four (24) hours.

**10-3-21: ENFORCEMENT OFFICIAL; ANIMAL SHELTER:**

A. *Appointment of animal control agency:* The city council is authorized to appoint an animal control agency to enforce the provisions of this chapter.

*Duty of animal control agency, shelter and its officers or assigns:* The animal control agency is authorized to enforce the provisions of this chapter and is designated as a peace officer for this purpose. The animal control agency is authorized to make necessary animal seizures. The agency may remove and keep any animal in violation of the provisions of this chapter. The animal control agency shall issue a notice of ordinance violation to enforce provisions of this section. The notice of ordinance violation may be signed by any person witnessing a violation as well as the witnessing animal control officer whose name shall be affixed on the notice of ordinance violation.

B. *Issuance of citations; time limit for payment:* When administrative citations are issued, the violator will have fifteen (15) working days to pay the citation. The fifteen (15) days shall not include Saturdays, Sundays and government holidays and the time limit begins the day the citation is issued.

C. *Late fees:* For every day the administrative citation is not paid beyond the due date, a ten dollar (\$10.00) charge will be assessed each day until the citation and late fees are paid in full.

*Failure to pay; infraction:* Failure to pay an administrative citation within fifteen (15) working days of the date the administrative citation is issued shall be an infraction. If a person is

convicted for an infraction they will be subject to a fine of one hundred dollars (\$100.00) for each citation, in addition to other possible fees and penalties.

D. *Designation of animal control shelter:* The city council shall designate an official animal control shelter where animals found in violation of this chapter shall be taken.

10-3-22: **OBSTRUCTING ANIMAL CONTROL OFFICER:**

No person shall obstruct, delay, hinder, or interfere with any person authorized by the city council to discharge their duties under this section. The following acts are considered obstructing or interfering with an animal control officer's duties:

A. Removing an animal from the animal control shelter or from the custody of an animal control officer without the authority of the animal control agency.

B. Removing an animal from the animal control shelter without paying the designated fees.

C. Threatening or obstructing an animal control officer acting in their official powers or duties.

D. Committing an act that interferes with or obstructs an animal control officer acting in the discharge of their duties.

E. An animal control officer in the course of their duties has an obligation to identify who they are to those requesting that information and provide a current work address and, if necessary, sign an acknowledgement of receipt of infraction or misdemeanor.

F. It is unlawful to make a false or misleading statement or representation about animal ownership or custody to an animal control agency, shelter or officer.

G.—Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code 1-4-1.

10-3-23: **IMPOUNDING OF ANIMALS:**

The animal control officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal is as follows:

A. *Record of impounding:* At time of animal impoundment the animal control agency shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.

B. *Identified animals:* Within twenty-four (24) hours after impoundment of an identified animal, the animal control agency shall make a reasonable effort to notify the owner of the animal's impoundment.

C. *Redeeming animals:*

1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort for a period of at least five (5) working days, unless they are subject to other provisions of this section.

2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.

3. The owner of any animal which is lawfully impounded shall pay all fees and expenses related to the impoundment whether or not the animal is later claimed.

4. The following protocol is required to reclaim an animal, unless otherwise noted:

a. Execution of a sworn statement of ownership.

b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.

c. Payment of the impoundment fees.

d. Payment of the boarding fee according to the boarding schedule.

e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.

D. *Refusal to redeem impounded animal; adoption; appeal:* The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or the animal control agency, an animal should not be returned to the owner for humane or public health reasons. The animal control agency may find a responsible person to adopt the animal after it has been impounded a minimum of five (5) days. The agency shall take reasonable steps to inform the owner of its intent to euthanize or adopt the animal. Such notice will include the owner's right to appeal the decision. An owner may request in writing an appeal of the decision, which will stay an action until the appeal is complete. If the appellate authority decides that the animal should be euthanized, or adopted, the owner shall be liable for the costs of boarding the animal and any other expenses incurred by the animal control agency while keeping or caring for the animal from the date of the impoundment through the end of the appeals process. The animal control agency shall not be held civilly liable for the euthanasia of the animal.

E. *Impoundment fees:* The animal control shelter shall be entitled to charge a fee for the keeping and selling of an animal, and these fees shall be retained by the animal control shelter.

F. The charges associated with selling an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for impounding and keeping any animal shall be paid at time of animal redemption. The animal control shelter is obligated to keep a fee schedule for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

10-3-24: **CITY IMMUNE FROM LIABILITY:**

The city, the city's designee, the animal control agency, the animal control shelter, and the animal control officer shall be immune from all civil liability for actions taken pursuant to this

chapter, or for any failure to take action to enforce the provisions of this chapter. This chapter has been enacted for the welfare of the public as a whole.

10-3-25: **HABITUAL VIOLATOR:**

A. *Order of abatement; appeal:* In addition to any legal remedy available under the provisions of this chapter, the animal control agency will notify and direct, in writing, the owner of an animal who is guilty of three (3) convictions of a violation of this chapter in any twelve-month period to abate and remove the animal from the city within five (5) calendar days from the date of the notice; or, in the alternative, to abate and transfer ownership and possession of the animal to another person not living at the same place of residence. Such notice to abate shall state the method of appealing the order, except that any appeal must be filed within five (5) calendar days following service of the notice.

B. *Request hearing before district court:* The owner of an animal that has been served with an order of abatement, pursuant to subsection A. of this section, may appeal such order by requesting a hearing before the district court by submitting a written request to the clerk of the court. Any appeal must be filed within five (5) calendar days following service of the notice.

C. *Failure to abate; impoundment of animal:* If the owner of the animal is found in violation of the abatement notice after five (5) calendar days have elapsed from the date of notice and no timely appeal is filed, the animal shall be removed and impounded by the animal control agency, subject to all impoundment procedures; provided, however, the animal may not be returned to the same residence or property from where it formerly resided or was impounded.

10-3-26: **PENALTIES:**

Except as provided for within this Chapter, ~~herein~~, any person violating this section shall be guilty of an infraction punishable as provided for in Kuna City Code 1-4-1. A second violation of this section within six (6) months from the date of the commission of the prior offense for which the person was charged shall constitute a misdemeanor and shall be punishable by a fine not exceeding one thousand dollars (\$1,000).

~~Except as provided in subsection 10-3-3C., any person violating this chapter shall be guilty of a misdemeanor punishable as provided in chapter 4, title 1, Kuna City Code.~~

CHAPTER 4  
**FALSE ALARM ORDINANCE**

10-4-1: **SHORT TITLE AND PURPOSE:**

This chapter shall be known as the "false alarm ordinance" and its purpose is to reduce the number of false security alarms occurring within the municipality thereby enhancing police response time for critical calls for service and reducing the costs to the city for the police response to the increasing number of false security alarms. Further, the intent of this chapter is to

encourage alarm businesses and alarm users to maintain the operational viability of their security alarm systems and to hold owners of alarms systems accountable for the costs associated with responding to false security alarms.

10-4-2: **DEFINITIONS:**

~~For the purposes of this chapter, the following terms, phrases and words and derivations thereof, shall have the meaning given herein. The word "shall" is mandatory and not merely discretionary:~~

~~A.—~~*ALARM INSTALLATION COMPANY.* A person or entity in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an alarm system in a business or residence.

~~B.—~~*ALARM MONITORING BUSINESS.* Any person, firm, or corporation who is engaged in the monitoring of security alarm systems and the summoning of a law enforcement response to the alarm location.

~~C.—~~*ALARM OFFICER.* The Chief of the Kuna Police Department or his/her designee.

~~D.—~~*ALARM SYSTEM.* Any mechanical, electrical or other device, which is designed or used for the detection of a trespass, burglary or robbery within a building, structure or facility or for alerting others to a hazard or to the commission of an unlawful act within a building, structure or facility or which emits a sound or transmits a signal or message when activated and which is designed to elicit a response from the police department. Alarm systems include, but are not limited to, direct-dial telephone devices, audible alarms and proprietor alarms. Devices which are not designed or used to register alarms but are audible, visible or perceptible outside the protected building, structure or facility are not included with this definition. An alarm system includes all the necessary equipment designed and installed for the detection of a trespass, burglary, robbery or other hazard in a single building, structure or facility or for alerting others to the commission of an unlawful act within a building, structure or facility.

~~E.—~~*ALARM USER.* Any person who purchases, leases, contracts for or otherwise obtains a security alarm system or contracts for the servicing or maintenance of a security alarm system.

~~F.—~~*AUDIBLE ALARM.* Any device designed for the detection of an unauthorized entry on the premises, and which, when activated, generates an audible sound on the premises.

~~G.—~~*AUTOMATIC DIALING DEVICE.* An alarm system which automatically sends a transmission over a standard telephone line, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of an emergency situation that the alarm system is designed to detect.

~~H.—~~*EMERGENCY.* Any condition for which the alarm was designed and installed and which, results in a response of police personnel.

~~I.—~~*ENHANCED CALL VERIFICATION.* An independent method whereby the alarm monitoring company attempts to determine that a signal from an automatic alarm system reflects a need for immediate police assistance or investigation. This verification process will be conducted by the alarm system monitoring personnel and shall consist of making two (2) phone calls to the responsible party or parties and shall not take more than five (5) minutes from the time the alarm signal has been accepted by the alarm monitoring company. At least one (1) of the two (2) phone calls must be made to the party of the premises upon which the alarm system is installed.

**J.**—*FALSE ALARM.* An alarm signal, message, transmittal or communication, which is activated from an alarm system and which is responded to by personnel of the police department for which no emergency situation exists or existed as determined by the responding police personnel. False alarms shall not include alarms caused by natural occurrences such as hurricanes, tornadoes, earthquakes or other extraordinary circumstances determined by the alarm officer to be clearly beyond the control of the alarm user.

**K.**—*HOLDUP ALARM.* (also *duress alarm, robbery alarm or panic alarm*). An alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises, intended to signal that a robbery or other crime is in progress, and that one (1) or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm or death at the hands of the perpetrator of the robbery or other crime.

**L.**—*INTERCONNECT.* Any connection to an alarm system, including an automatic dialing device, to a telephone line, either directly or through a mechanical device that utilizes a telephone to transmit a message upon the activation of the alarm system.

**M.**—*ONE PLUS DURESS ALARM.* A security system which permits the manual activation of an alarm signal by entering on a keypad, a code that either adds the value of 1 to the last digit of a normal arm/disarm code (e.g., the normal arm/disarm code "1234" as "1235" automatically activates the duress alarm feature) or that involves entering any incorrect final digit to a normal arm/disarm code.

**N.**—*PENALTY STATUS.* That status achieved by more than one (1) false alarm within the calendar year beginning January 1 and ending December 31.

**O.**—*Person.* Any individual, partnership, association, corporation, or organization of any kind, or any governmental entity or political subdivision thereof.

**P.**—*SIA CONTROL PANEL STANDARD CP-01.* The ANSI - Control Panel Standard, and as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL) , or other nationally recognized testing organizations, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

#### 10-4-3: **ALLOCATION OF REVENUE:**

All service fees collected pursuant to this chapter shall be paid to the General Fund of the City of Kuna.

#### 10-4-4: **ALARM PROCEDURES AND REGULATIONS:**

A. Each alarm user shall maintain each alarm system in good working order, and provide the necessary service to prevent malfunctions.

B. It is unlawful for any person to install or maintain any audible alarm which creates a sound similar to that of a civil defense warning system.

C. Each alarm user is responsible for assuring that each alarm system is used properly and in accordance with the manufacturer's directions and the law.

D. Every person maintaining an alarm system shall provide to the Kuna City Police Department and the Ada County 911 Communications Center located at the Ada County Sheriff's Department, 7200 Barrister Drive, Boise, Idaho, 83704, information containing the names and telephone numbers of the persons to be notified in order to render repairs or service and secure the premises during any hour of the day or night that the alarm system is actuated within fifteen (15) days of installation of the alarm system.

E. Every person maintaining an alarm system shall make readily visible, either on or immediately adjacent to the exterior of the device emitting the alarm, the name and telephone number of the responsible party to be notified in order to render repairs and service and secure the premises during any hour of the day or night that the alarm system is activated.

F. Every audible alarm shall have a timing device, which automatically shuts off the alarm within thirty (30) minutes after it has been activated.

G. It shall be unlawful for an alarm user or his/her representative to fail to respond to the alarm location within sixty (60) minutes after being requested to do so by a law enforcement representative or Ada County Sheriff's Department personnel. A person responding to the alarm location shall take whatever remedial action is necessary to secure the property from further intrusion, or take whatever action is necessary to render service to the alarm or to provide response by another person who is able to render the necessary action after the responding law enforcement agency has rendered the area safe from possible entry by an intruder. Unless specifically requested, the law enforcement agency responding shall be under no obligation to remain at the locations of the alarm for a period in excess of fifteen (15) minutes, while waiting for the responding party to arrive unless illegal entry has occurred.

H. No person shall maintain, operate, use or attempt to use, an alarm system which generates a false alarm. Each alarm user is responsible for paying the false alarm special service fee, as provided in section 10-4-7.

**10-4-5: DUTIES OF ALARM INSTALLATION AND MONITORING COMPANIES:**

A. The alarm installation company shall provide written and oral instructions to each of its alarm users in the proper use and operation of their alarm systems. Such instructions will specifically include all instructions necessary to turn the alarm system on and off and to avoid false alarms.

B. After the effective date of this chapter, alarm installation companies shall not program alarm systems so that they are capable of sending one plus duress alarms. Monitoring companies may continue to report one plus duress alarms received from alarm systems programmed with one plus duress alarms prior to enactment of this chapter. However, upon the effective date of this chapter, when a takeover or conversion occurs or if an alarm user requests an alarm system inspection or modification, the alarm installation company must remove the one plus duress alarm capability from such alarm system.

C. After the effective date of this chapter, alarm installation companies shall not install a device to activate a holdup alarm, which consists of a single-action and nonrecessed button.

D. An alarm installation or monitoring company shall not install or use automatic dialing devices.

E. Enhanced call verification is required. After the effective date of this chapter, every alarm monitoring company shall verify every security alarm signal prior to requesting a police dispatch by making two (2) phone calls to the responsible party or parties, not more than five (5) minutes from the time the alarm signal has been accepted by the alarm system monitoring company. At least one (1) of the two (2) phone calls must be made to a party off the premises upon which the alarm system is installed

F. Once notification that an alarm system is activated, the alarm monitoring company shall immediately proceed to silence the alarm or ensure that the alarm is silenced. The silencing of the alarm must be completed within fifteen (15) minutes after notification of activation when the alarm system is protecting a residential structure or within thirty (30) minutes when the alarm system is protecting a commercial or industrial structure.

10-4-6: **INTENTIONAL FALSIFICATION OF ALARM SYSTEM PROHIBITED:**

It shall be unlawful for any person to activate an alarm system for the purpose of summoning police, except in the event of what is reasonably believed to be an unauthorized entry on the premises for the purposes of carrying out a felony or violent misdemeanor therein.

10-4-7: **FALSE ALARM, SPECIAL SERVICE FEE:**

A. An alarm user whose alarm has elicited one (1) false alarm response from law enforcement within one (1) calendar year, where any subsequent alarms are false, will be assessed a service fee for each false alarm that occurs within that period of time.

- B. If one (1) false alarm within one (1) calendar year are received from any alarm system;
  - 1. The alarm officer shall notify the alarm user by personally serving a notice of false alarm, upon a form, as approved the alarm officer, upon the owner of the building, or by sending a letter via certified mail of the false alarm.
  - 2. The alarm officer will advise the alarm user that any additional false alarms within the calendar year will result in the assessment of a service fee for each additional false alarm that has been responded to, as determined by the following schedule:

<a href="#">1.1.1.1.1.1.1.1</a>	Second False Alarm	-\$50.00	
<a href="#">1.1.1.1.1.1.1.2</a>	Third False Alarm	<a href="#">1.1.1.1.1.1.1.3</a>	\$1 00.00
<a href="#">1.1.1.1.1.1.1.4</a>	Fourth False Alarm	<a href="#">1.1.1.1.1.1.1.5</a>	\$1 50.00
<a href="#">1.1.1.1.1.1.1.6</a>	Every successive False Alarm over 4	<a href="#">1.1.1.1.1.1.1.7</a>	\$1

	75.00
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C. A fifteen-day grace period will be extended to all alarm users after the initial installation of an alarm system. The official recording of false alarms will not commence until after the expiration of the fifteen-day grace period.

10-4-8: **ENFORCEMENT OF ALARM ORDINANCE AND PENALTIES:**

In addition to the Special Service Fees, each violation of this section shall constitute an infraction punishable by a fine of one hundred dollars (\$100.00). Each alarm call shall be considered a single violation.

~~Unless otherwise provided, any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by imprisonment not to exceed six (6) months, or by a fine not exceeding one thousand dollars (\$1,000.00), or by both.~~

10-4-9: **SEVERABILITY:**

If any clause, sentence, paragraph, section or any part of this chapter shall be declared and adjudged to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect, invalidate, or nullify the remainder of this chapter.

10-4-10: **EFFECTIVE DATE:**

The ordinance from which this chapter derives shall be effective upon passage.

CHAPTER 5  
**DISCHARGE OF WEAPONS**

10-5-1: ~~**DISCHARGE OF WEAPONS:**~~

~~A. —~~ **DEFINITIONS** ~~definitions:~~

~~"FIREARM. Any" is any~~ device, designed to be used as a weapon, from which a projectile is discharged through a barrel by the force of an explosive charge.

~~"AIR GUN. Any " is any~~ weapon that expels a projectile through the action of release of a pressurized gas, compressed air, expanding gas, or other force-producing means or method including, but not limited to, objects commonly referred to as air guns, air pistols, air rifles, "bb" guns, pellet guns, blow guns, air soft guns and paint ball guns.

10-5-2: **PROHIBITED ACTS:**

A.B. — It shall be unlawful to discharge a firearm within city limits from a dwelling or vehicle or within any platted and developed subdivision or in a manner likely to cause damage to the property of another.

~~1. This section shall not apply to firearms discharged at a regularly established shooting gallery or range licensed and authorized by Kuna City Code or by any law enforcement officer when discharging his/her firearm in the performance of his/her duty or when any citizen is discharging a firearm or other dangerous or deadly weapon when lawfully defending person or property.~~

~~B.C.~~ It shall unlawful to discharge any air gun upon or within the public right-of way, public parks and other public property and ways, or private property open to the public, except at a range established or approved by the City of Kuna.

~~C. This section shall not apply to firearms discharged at a regularly established shooting gallery or range licensed and authorized by Kuna City Code or by any law enforcement officer when discharging his/her firearm in the performance of his/her duty or when any citizen is discharging a firearm or other dangerous or deadly weapon when lawfully defending person or property.~~

~~A violation of subsection A of this section shall be a misdemeanor punishable as provided for in 1-4-1 of the Kuna City Code. A violation of subsection B of this section shall be an infraction punishable by a fine of one hundred dollars (\$100.00). A person who commits the crime of discharging a weapon is guilty of a misdemeanor and shall be punished in accordance with KCC 1-4-1.~~

## CHAPTER 6 NOISE

### 10-6-1: **PURPOSE:**

The purpose of this chapter is the protection of the health, safety and welfare of the residents of the city. It is determined that sound can and does constitute a hazard to the health, safety, welfare and quality of life of residents of the city. The mayor and council, by way of IC § 50-308, are empowered to impose reasonable limitations and regulations upon the production of sound to reduce the harmful effects thereof. Now, therefore, it is hereafter the policy of this city to prevent and regulate sound generated by loud amplification devices wherever it is deemed to be harmful to the health, safety, welfare or quality of life of the residents of the city, and this chapter shall be liberally construed to effectuate that purpose.

### 10-6-2: **DEFINITIONS:**

*COMMON AREA(S)*: The area of a facility, complex, apartment unit, hotel, motel or the like that is open either to the general public or persons with the permission of the owner or agent of the owner of the area. This definition would include, but not be limited to the following: Swimming pools, restaurants, patios, hot tubs, saunas, laundry rooms, meeting rooms, lobbies, lounges, bars, and other areas within the facility that are either constructed or designed for use in this manner.

*LOUD AMPLIFICATION DEVICE*: Any equipment designed or used for sound production, reproduction, or amplification, including, but not limited to, any radio, television, phonograph,

musical instrument, stereo, tape player, compact disc player, loud speaker, public address (PA) system, sound amplifier, or comparable sound broadcasting device.

*PERSON*: Any individual, association, organization, or entity having legally recognized existence, whether public or private.

*PLACE OF RESIDENCE*: Any building or portion thereof adapted or used and intended for the overnight accommodation of persons. In buildings that contain multiple individual units (i.e., apartment, condominium, hotel, motel, duplex, triplex, etc.), each individual unit shall be considered a separate residence for the purpose of this chapter.

*PLAINLY AUDIBLE*: Sound for which the information content is clearly communicated to the listener, including, but not limited to, understandable spoken speech, comprehension of whether a voice is raised or normal, comprehensible musical rhythms, melody, or instrumentation, and the source of which is identifiable to the listener.

10-6-3:           **PUBLIC DISTURBANCE NOISE PROHIBITED:**

Between the hours of 11:00 p.m. one day and 7:00 a.m. the next day, it shall be unlawful for any person, or business to make, cause, or allow noise by any means whatever that disturbs the peace and quiet of any inhabitant of a place of residence. The noise prohibited by this section is noise that a reasonable person should know would disturb a reasonable person of normal sensitivity.

10-6-4:           **EXCESSIVE AMPLIFIED SOUND PROHIBITED:**

A.     It shall be unlawful for any person to operate, or permit the operation of, any loud amplification device upon or within a motor vehicle in such a manner that the sound therefrom is plainly audible upon a public right-of-way or street at a distance of fifty (50) feet or more from the source of the sound.

B.     It shall be unlawful for any person to operate, or permit the operation of, any loud amplification device so that sound therefrom is plainly audible within any place of residence, business, hospital, farm property with animals, or restaurant other than the source of the sound, or where such sound is plainly audible upon a public right-of-way or street at a distance of one hundred (100) feet or more from the source of such sound.

10-6-5:           **EXCEPTIONS:**

The following sounds are exempted from the provisions of this chapter:

A.     Sounds caused by any emergency vehicle or personnel when responding to an emergency call or acting in time of emergency.

B.     Sounds caused by activities upon any municipal, school, religious, or publicly owned property or facility provided that such activities have been authorized by the owner of such property or facility or its agent.

C.     Sounds caused by parades, Kuna Days (between the hours of 7:00 a.m. one day to 2:00 a.m. the following day), firework displays, or any other event or type of activity for which a

permit is required and has been obtained from the authorized governmental entity within such hours as may be imposed as a condition for the issuance of said permit.

- D. Sounds caused by locomotives or other railroad equipment.
- E. Sounds caused by burglar alarms that are not in violation of this Code.
- F. Sounds caused by safety warning devices required by law.
- G. Sounds caused by devices approved for use within the confines of the particular zoning designation that the device is located or pursuant to a conditional use permit (i.e., drive-through window speakers, ice cream vendors, car lot PA systems), so long as such sounds produced are not unreasonably loud.
- H. Sounds emanating from devices approved by the owners or management of a multiunit facility and used within the common areas of such facility. Said use must be in compliance with any regulations imposed by the owners or management of the facility to be exempt under this chapter. This exemption only applies in relation to other units within the same facility.

10-6-6: **PENALTY:**

A violation of section 10-6-3 of this chapter shall constitute ~~be~~ a misdemeanor, punishable ~~according by to section~~ 1-4-1 of the Kuna City ~~this~~ Code. A violation of ~~section~~ 10-6-4 of this chapter shall constitute ~~be~~ an infraction punishable by a fine of one hundred dollars (\$100.00), ~~not including court costs.~~