



# **CITY OF KUNA**

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

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

## **January 15, 2013**

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

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

#### **CITY OFFICIALS**

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

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

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

**CITY OF KUNA  
REGULAR COUNCIL MEETING  
AGENDA  
TUESDAY, JANUARY 15, 2012  
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

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

**Call to Order and Roll Call**

**Invocation:** Marcus Omdahl, New Beginnings Christian Church

**Pledge of Allegiance:** Mayor Nelson

**Special Presentation:** Kuna Downtown Corridor Plan – Mitchell Jaurena, ACHD Commissioner

**1. Consent Agenda:**

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

A. City Council Meeting Minutes:

1. Minutes of December 18, 2012 Special Council Meeting
2. Minutes of December 18, 2012 Regular Council Meeting

B. Accounts Payable Dated January 15, 2013 in the Amount of \$313,695.71

C. Alcohol Licenses: None

D. Resolutions: None

E. Findings of Facts and Conclusions of Law: None

F. Approve Renewal of the City's Irrevocable Standby Letter of Credit Granted to Ada County Highway District (ACHD) for 2013/2014

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

A. Fee Waiver Request for Use of Bandshell at Bernie Fisher Park for Vacation Bible School June 2 - 6, 2013 – Marcus Omdahl, New Beginnings Christian Church

- B. Discussion on Prioritization of Kuna Projects in Relation to Kuna Park and Ride – Ryan Head, Ada County Highway District (ACHD) Transportation Funding Coordinator

**3. Old Business:**

- A. Approval of Resolution R47-2012 Authorizing The Mayor To Execute The Agreement With DataTel Communications to Provide Annual Maintenance for the City of Kuna’s Phone System and Approval of Annual Maintenance Fee for December 1, 2012 – November 30, 2013 – Richard Roats, City Attorney

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

**5. New Business:**

- A. Financial Results of Operations Through December 31, 2012 – John Marsh, City Treasurer
- B. Approve Resolution R1-2013 Establishing 2013 Kuna Municipal Irrigation District (KMID) Irrigation Assessments and Accept Assessment Roll

**6. Ordinances:**

**A. First Reading of Ordinance No. 2006-02A Irrigation Annexation – Calico Creek Subdivision No. 2**

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

*Consideration to approve ordinance.*

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

An Ordinance Amending Ordinance 2006-02 of the City of Kuna, Idaho, Annexing all of Calico Creek Subdivision No. 2 into the Kuna Municipal Irrigation District from the Boise~Kuna Irrigation District and Changing the Boundaries Thereof; Declaring Water Rights Appurtenant Thereto are Pooled for Delivery Purposes; Directing that Copies of this Ordinance be Recorded as Provided by Law; and Providing an Effective Date.

**B. First Reading of Ordinance No. 2013-01 Amending Taxicab Ordinance No. 2011-02**

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

*Consideration to approve ordinance.*

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

An Ordinance Amending the Kuna City Taxicab Ordinance Number 2011-02 Setting Forth Changes in Certain Definitions Related to Taxicabs; Requirements for a Business License, Establishing the Application and Setting Forth the Qualifications; Establishing Land Use Provisions; Requiring Insurance; Establishing License Fees and Restrictions on Transfers; Requiring a Vehicle Inspection; Establishing Color Scheme, Name and Numbers for Taxicabs; Allowing Taxicabs Licensed in Other Municipalities to Operate in Kuna; Requiring Rate Cards to be Posted; Setting Forth Unlawful Practices; Requiring Daily Records to be Kept; Requiring that Each Driver Have a Taxicab Driver’s License and Setting Forth Driver’s Application and Qualification Requirements; Qualifying Duties of Taxicab Driver; Providing License Limitations or Restrictions; Providing Basis

for Denial, Suspension and Revocation of a License; Setting Forth Penalties; and Providing for an Effective Date.

**C. First Reading of Ordinance No. 2013-02 Irrigation Annexation – Brandy Wine Subdivision**

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

*Consideration to approve ordinance.*

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

An Ordinance of the City of Kuna, Idaho, Annexing Portions of Brandy Wine Subdivision 1 & 2 into the Kuna Municipal Irrigation District from the Boise~Kuna Irrigation District and Changing the Boundaries Thereof; Declaring Water Rights Appurtenant Thereto are Pooled for Delivery Purposes; Directing that Copies of this Ordinance be Recorded as Provided by Law; and Providing an Effective Date.

**D. First Reading of Ordinance No. 2013-03 Special Events**

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

*Consideration to approve ordinance.*

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

An Ordinance of the City of Kuna, Idaho Creating a New Chapter 8, Title 3 of the Kuna City Code Defining Special Events, Creating Permits and Terms Specific to the Same, Requiring Special Event Permits to Operate Within the City of Kuna, Providing for a Method for Application and Issuance of Such Permits, Providing a Method for Establishing Fees, Providing for Revocation of Such Permits, Providing for a Penalty for Violations, a Severability Clause, and Providing an Effective Date.

**E. First Reading of Ordinance No. 2013-04 Mobile Vendors**

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

*Consideration to approve ordinance.*

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

An Ordinance of the City of Kuna, Idaho Amending Title 3, to Provide for a Separate Chapter for Mobile Vendors; to Provide for Definitions, Licenses Required, License Exceptions, Application for License, License Fee, Issuance and Exhibition of License, Mobile Vendor General Restrictions, Mobile Vending Cart, Trailer and Vehicle Standards, Parking Restrictions, Disposal of Grey Water, Unlawful Conduct, Appeal From Denial of License, Violations and Penalty, a Severability Clause, and Providing an Effective Date.

**F. First Reading of Ordinance No. 2013-05 Municipal Irrigation System**

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

*Consideration to approve ordinance.*

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

An Ordinance Adopting the City of Kuna Municipal Irrigation System Regulations; Providing for Authority; Providing for Application for Service; Providing for Annual Irrigation Assessments; Authorizing Pooling of Water Rights; Providing for Irrigation System Connection Fees; Providing for Irrigation Service Re-Connection Fees; Providing for Annual Irrigation Assessments Providing for Access to Land Receiving Irrigation Water; Restricting Users Outside City Limits Regarding Irrigation Water; Providing for

Miscellaneous Regulations and Requirements; Providing for Penalties; Providing Fees for Pressure Irrigation (Pi) System Extensions; Providing for a Pressure Irrigation Construction Reimbursement Policy; Providing for Connection Permits, Inspections; Providing for a Penalty; Providing for a Severance Clause, and Providing for an Effective Date.

**G. First Reading of Ordinance No. 2013-06 Municipal Irrigation/Potable Water System**

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

*Consideration to approve ordinance.*

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

An Ordinance Amending the City of Kuna Code Title 7, Chapter 5 Regarding the Municipal Irrigation/Potable Water System Regulations; Providing for Authority; Providing for Application for Service; Providing for a Method of Setting Rates; Providing for Water Connection Fees; Providing for a Requirement for Water Meters; Providing for a Minimum Rate for a Single Meter When it is Used for More Than One Service; Providing for Right of Access to Properties Receiving Service; Prohibiting Water Service Outside of City Limits; Providing for Miscellaneous Regulations and Requirements; Providing for Regulations Regarding Fire Hydrants; Providing for Water System Extensions; Providing for a Water System Extension Reimbursement Policy; Providing for a Penalty; Providing for a Severance Clause, Providing for Re-Numbering of the Ordinance; and Providing for an Effective Date.

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

**8. Announcements:**

**9. Executive Session:**

**10. Adjournment:**





# NEWS

3775 Adams Street  
Garden City, ID 83714  
[www.achdidaho.org](http://www.achdidaho.org)

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## ADA COUNTY HIGHWAY DISTRICT

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January 8, 2013

Information Contact:

Christine Myron  
Public Information Specialist  
Ada County Highway District  
Office | 208.387.6257  
Cell | 208.919.5697

### **Kuna Downtown Corridor Plan to be on display at Transportation Research Board annual meeting in Washington, D.C.**

**Kuna** – A community planning effort developed by residents and business owners of Kuna, the Kuna City Council, the Ada County Highway District (ACHD) and Kittelson & Associates will be on display this month in Washington, D.C. at the annual Transportation Research Board (TRB) meeting, the largest gathering of transportation practitioners and researchers in the world.

The Kuna Downtown Corridor Plan will guide near-, mid- and long-term traffic, bike and pedestrian-related improvements for downtown Kuna and vicinity. The Transportation Research Board accepted the project based on the unique and extensive community outreach and involvement used in its development. The project will be featured at the meeting's poster session, where ACHD and Kittelson & Associates will display a large-sized poster illustrating the project's public involvement process for one-on-one discussion with attendees.

"I'm very pleased that this project is receiving such large-scale recognition and that our staff and the engineering consultant will have the opportunity to highlight the most critical piece of this Plan – the input and interaction on behalf of the residents, business owners and those who spend time working, driving, walking or biking in Kuna. The extensive public involvement was essential in developing this Plan and is something the community should be very proud of," said Mitchell Jaurena, ACHD Commissioner for Sub-district Four, which encompasses Kuna.

Throughout 2012, the Kuna Downtown Corridor Plan was created by the partnering agencies, engineering firm, general public and a project advisory committee which included business representatives, school officials, city council members, and a police department member, among other community representatives and members of the general public.

“We were impressed with the process. Our citizens were involved and what they had to say was taken into account. The community is well satisfied and felt it was a good process and are pleased with the outcome,” said Kuna Mayor Greg Nelson.

During development of the Plan, residents and businesses worked closely with ACHD and Kittelson & Associates staff members to identify deficiencies in the transportation system and recommend where to construct new sidewalk, make intersection or roadway improvements and install bike lanes. The public also provided input on what they believe the improvements should look like.

Public involvement included frequent meetings with the Project Advisory Committee, two hands-on workshops open to the general public, a general public open house to display the project progress and encourage additional discussion, and interactive map surveys which allowed interested participants to identify needs or suggest ideas for improvement. The process also included online surveys for input.

### **About the Kuna Downtown Corridor Plan**

The Kuna Downtown Corridor Plan identified projects and priorities for intersections; pedestrian, bicycle, and transit facilities; and truck routes along the Avalon Street/Main Street/Bridge Street corridor, between School Avenue and Kay Avenue in Kuna. It also identified a phasing plan of when the projects will be constructed.

The Plan was formally adopted by the Kuna City Council and ACHD Commission in October 2012. For more information on the Kuna Downtown Corridor Plan, visit [www.achdidaho.org](http://www.achdidaho.org) and select “View all Projects and Studies.”

### **About the Transportation Research Board Meeting**

Attendees of the Transportation Research Board annual meeting include policy makers, administrators, practitioners, researchers, and representatives of government, industry, and academic institutions. The TRB annual meeting will include more than 4,000 presentations in nearly 750 sessions and workshops. The annual meeting, which draws thousands of attendees, runs January 13-17.

ACHD Senior Transportation Planner, Jeff Lowe and Andy Daleiden of Kittelson & Associates will represent the project in Washington, D.C.

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**Absent: None**  
**Motion Carried: 4-0**

**3. ADJOURNMENT**

The meeting adjourned at 7:27 p.m.

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W. Greg Nelson, Mayor

ATTEST:

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Brenda S. Bingham, City Clerk

*Minutes prepared by Brenda Bingham*  
*Date Approved: CCM 1/15/13*

***An audio recording of this meeting is available at City Hall upon request or can be accessed at the City of Kuna website [www.cityofkuna.com](http://www.cityofkuna.com).***

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**CITY OF KUNA  
REGULAR COUNCIL MEETING  
MINUTES**

**TUESDAY, DECEMBER 18, 2012**

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

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

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

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**CITY STAFF PRESENT:** Richard Roats, City Attorney  
Gordon Law, City Engineer  
Wendy Howell, P & Z Director  
Brenda Bingham, City Clerk

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22

**Call to Order and Roll Call**

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Mayor Nelson apologized for the delay due to the Special Meeting and called the meeting to order at 7:28 p.m. Roll call reflected Council President Cardoza and Council Members Buban-Vonder Haar, Hoiland and Stear present at the meeting.

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**Invocation:** Brad Luckey, Bible Missionary Church was unable to attend. Marcus Omdahl, New Beginnings Christian Church offered the invocation.

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31

**Pledge of Allegiance:** Mayor Nelson

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**1. Consent Agenda:** (Timestamp 00.00.26)

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A. City Council Meeting Minutes:

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1. Minutes of December 4, 2012

44  
45

B. Accounts Payable Dated December 18, 2012 in the Amount of \$254,916.66

46

C. Alcohol Licenses: None

1 D. Resolutions:

- 2
- 3 1. Adopt Resolution R44-2012 Authorizing the Mayor to Execute the Contract with the
- 4 Ada County Prosecuting Attorney for Prosecutorial Services in the City of Kuna
- 5
- 6 2. Adopt Resolution R45-2012 Approving Change Order No. 4 to Well 10 Well House
- 7 Project
- 8
- 9 3. Adopt Resolution R46-2012 Approving Adjustment to Water and Sewer Rate for
- 10 Kuna Business Center
- 11

12 E. Findings of Facts and Conclusions of Law:

- 13
- 14 1. Case No. 12-03-LLA – K&C Investments, Dr. James Kranz Lot Line Adjustment;
- 15 located on S. Black Cat Road
- 16

17 **Council Member Stear moved to approve the Consent Agenda. Seconded by Council**

18 **Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.**

19

20 2. **Citizen's Reports or Requests: None**

21

22 3. **Old Business:**

23

- 24 A. Continue Discussion on Interceptor Fee Waiver Request of \$829 per Lot in Placerville
- 25 Subdivision (63 buildable lots) by Gary McAllister – Richard Roats, City Attorney
- 26 (*Timestamp 00:10:20*)
- 27

28 Attorney Roats reported the ordinance establishing the interceptor fee was passed

29 September 18, 2007 authorizing the resolution which was then passed December 4, 2007

30 noting the fees were established with no exceptions.

31

32 Mr. Roats explained a copy of the check discussed by Mr. McAllister in the previous

33 meeting was brought in sometime today. On October 6, 2005, the preliminary plat for the

34 Nickelson subdivision was filed with the City. On October 19, 2005, a check was

35 tendered to the City for \$105,000 for 25 sewer hookups at \$4,200 each. The check was

36 not cashed. On January 17, 2006, the City Council approved the preliminary plat for the

37 Nickelson subdivision but it was noted there were no sewer hookups available so the

38 check was being held. In March of 2006, Mr. Nickelson joined the Local Improvement

39 District LID). A hand written note on the check stated the check was given back. The

40 LID file reflects Mr. Nickelson filed a protest to the LID. It was noted the sewer hookups

41 would be paid at the time construction takes place. A lengthy discussion followed.

42

43 **Council Member Buban-Vonder Haar moved to deny the interceptor fee waiver**

44 **request. Seconded by Council Member Stear.**

45 **Voting Yes: Council Members Hoiland, Buban-Vonder Haar and Stear**

46 **Voting No: Council President Cardoza**

47 **Motion passed 3-1**

- 1  
2 B. Review of Contract with CivicPlus for Website Services – Richard Roats, City Attorney  
3 *(Timestamp 00:34:54)*  
4

5 **Council Member Buban-Vonder Haar moved to approve R48-2012 authorizing the**  
6 **Mayor to execute the agreement with CivicPlus to develop, design, setup, consult and**  
7 **host the City’s Official Website. Seconded by Council Member Stear, all voting aye.**  
8 **Motion carried 4-0.**  
9

- 10 4. **Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.) None  
11

12 5. **New Business:**  
13

- 14 A. Discussion on Canceling the First Meeting in January Scheduled for Wednesday, January  
15 2, 2013 *(Timestamp 00:48:53)*  
16

17 **Council Member Stear moved to cancel the Jan 2, 2013 Council Meeting. Seconded**  
18 **by Council Member Hoiland, all voting aye. Motion carried 4-0.**  
19

- 20 B. November 2012 Financial Results of Operations – John Marsh, City Treasurer  
21 *(Timestamp 00:52:11)*  
22

23 Mr. Marsh reported the November 2012 financial results explaining the status of each  
24 fund with no concerns noted.  
25

- 26 C. Approval of Resolution R47-2012 Authorizing The Mayor To Execute The Agreement  
27 With DataTel Communications to Provide Annual Maintenance for the City of Kuna’s  
28 Phone System and Approval of Annual Maintenance Fee for December 1, 2012 –  
29 November 30, 2013 – Richard Roats, City Attorney *(Timestamp 00:56:03)*  
30

31 **Council Member Stear moved to table Resolution R47-2012 authorizing the Mayor**  
32 **to execute the agreement with DataTel until Attorney Richard Roats has had time to**  
33 **do additional research on it. Seconded by Council President Cardoza, all voting aye.**  
34 **Motion carried 4-0.**  
35

36 6. **Ordinances:**  
37

- 38 A. **First Reading of Ordinance No. 2012-33 Amending Animal Control Ordinance**  
39 *(Timestamp 01:03:33)*  
40

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

42 *Consideration to approve ordinance.*

43 *Consideration to approve a summary publication of the ordinance.*  
44

45 An Ordinance Amending the Kuna City Animal Control Ordinance No. 2010-5 that Set  
46 Forth Certain Definitions Related to Animals, Prohibited Cruelty to Animals, Prohibited  
47 Wild Animals Within the City Limits, Provided Regulations for Farm Animals Within the

1 City Limits, Provided for Dog Free Areas on Publicly Owned Property, Provided for  
2 Requirements for Dog Licensing and Established that the Fees Shall be Set by Resolution,  
3 Providing for Limitation on the Number of Dogs or Cats and Exceptions Thereto,  
4 Provided for Commercial Kennel Licenses, Prohibited Animals Running at Large Within  
5 the City Limits, Provided for Found Stray Animals, Provided for Rabies Control,  
6 Provided that Animals Presenting an Immediate Danger May be Destroyed, Prohibited an  
7 Owner of an Animal from Directing it to Harass or Attack a Person, with Exceptions,  
8 Provides That No Person Shall Keep a Diseased Animal, Made it Unlawful for an Animal  
9 to Frequently Or Excessively Emit Noise that is Audible Off the Owner's Property and  
10 Permitted the Animal to be Impounded, Provided that an Owner of an Animal is Liable  
11 for Damage Caused to Property Belonging to Another, Provided that Animal Waste Shall  
12 be Cleaned Up and Disposed of, Provided that Dogs or Cats Shall be Confined During  
13 their Estrous Cycle, Prohibited the Depositing of Dead Animals Within City Limits,  
14 Provided for Appointment of an Animal Control Agency and Enforcement and Provided  
15 that no Person Shall Obstruct an Animal Control Officer, Provided for the Impoundment  
16 of Animals and Limits the City's Liability, Provided Punishment for a Habitual Violation,  
17 Provided for Penalties and Repeals Kuna City Codes, 10-4-1, Et Seq, 10-5-1, Et Seq in  
18 their Entirety and Providing an Effective Date.

19  
20 **Council Member Buban-Vonder Haar moved to dispense with the full reading and**  
21 **three consecutive readings of Ordinance 2012-33. Seconded by Council Member**  
22 **Stear, all voting aye. Motion carried 4-0.**

23  
24 **Council Member Buban-Vonder Haar moved to approve Ordinance No. 2012-33.**  
25 **Seconded by Council Member Stear with the following roll call vote:**  
26 **Voting Aye: Council Members Cardoza, Hoiland, Buban-Vonder Haar and Stear**  
27 **Voting No: None**  
28 **Absent: None**  
29 **Motion carried 4-0.**

30  
31 **Council Member Buban-Vonder Haar moved to approve a summary publication of**  
32 **Ordinance No. 2012-33. Seconded by Council Member Stear all voting aye.**  
33 **Motion carried 4-0.**

34  
35 **B. First Reading of Ordinance No. 2012-34 Amending Alcohol Beverage Catering**  
36 **Permit Ordinance (Timestamp 01:11:36)**

37  
38 *Consideration to dispense with full reading and three consecutive readings.*  
39 *Consideration to approve ordinance.*  
40 *Consideration to approve a summary publication of the ordinance.*

41  
42 An Ordinance of the City of Kuna, Idaho Amending Kuna City Code, Section 2, Title 3,  
43 to Allow for a Current Alcohol License Holder to Obtain an Alcohol Beverage Catering  
44 Permit for not More than Three (3) Consecutive Days on Property Contiguous to the  
45 License Holder's Property, and not More than One (1) Permit in a Three (3) Month Period  
46 of Time, and as Long as the Issuance of the Permit Does Not Expand the Scope and  
47 Operation of the Retail Alcohol Establishment; Delegating the Authority to Approve the

1 Permits to the City Clerk; Providing for Criminal Penalties; Providing for a Penalty, and  
2 Providing for an Effective Date.

3  
4 **Council Member Buban-Vonder Haar moved to table Ordinance 2012-34 so other**  
5 **ordinances can be considered first to make sure they all correlate. Seconded by**  
6 **Council Member Stear, all voting aye. Motion carried 4-0.**  
7

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

10 No items were discussed at this time.  
11

12 **8. Announcements:** (*Timestamp 01:22:03*)  
13

14 Pat Jones reported a gun show will be held next weekend at the Old Gym on 4<sup>th</sup> Street.  
15

16 **9. Executive Session:** None  
17

18 **10. Adjournment:**  
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20 Council Member Stear moved for the meeting to adjourn at 8:52 p.m.  
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25 W. Greg Nelson, Mayor  
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27 ATTEST:  
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31 Brenda S. Bingham, City Clerk  
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34 *Minutes prepared by Brenda Bingham*  
35 *Date Approved: CCM 1/15/13*  
36  
37

38 ***An audio recording of this meeting is available at City Hall upon request or can be accessed at***  
39 ***the City of Kuna website [www.cityofkuna.com](http://www.cityofkuna.com).***  
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Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Only unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>A COMPANY, INC. - BOI</b>												
1463	A COMPANY, INC. - BOI	183146		PORT-O-POTTY, SWAN FALLS RD., JAN '13 - FARM	01/07/2013	67.50	.00	21-6090 FARM EXPENDITURES	0	1/13		
Total A COMPANY, INC. - BOI:												
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0443824		STAMP, "SECOND CONSENSATE", DEC '12 - BLDG INSP	12/07/2012	10.81	.00	01-6165 OFFICE SUPPLIES	1005	12/12		
277	ABC STAMP, SIGNS & AWARDS	0443974	17	2 DATE STAMPERS, DEC '12 - CLERK/ADMIN	12/11/2012	99.79	.00	01-6165 OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444160		STAMP, "APPROVED PLANS ON SITE", DEC '12 - BLDG INSP	12/14/2012	14.03	.00	01-6165 OFFICE SUPPLIES	1005	12/12		
Total ABC STAMP, SIGNS & AWARDS:												
<b>ACCEM</b>												
839	ACCEM	60213		2ND QTR MEMBER DUES, 2013 - G. NELSON	12/21/2012	1,291.25	.00	01-6075 DUES & MEMBERSHIPS	0	12/12		
Total ACCEM:												
<b>ADA COUNTY ASSESSOR'S OFFICE</b>												
207	ADA COUNTY ASSESSORS OFFICE	15149		2013 ADA CTY GIS DATA, JAN '13 - P & Z	01/02/2013	100.00	.00	01-6075 DUES & MEMBERSHIPS	1003	1/13		
207	ADA COUNTY ASSESSORS OFFICE	15149		2013 ADA CTY GIS DATA, JAN '13 - WATER	01/02/2013	140.00	.00	20-6075 DUES & MEMBERSHIPS	0	1/13		
207	ADA COUNTY ASSESSORS OFFICE	15149		2013 ADA CTY GIS DATA, JAN '13 - SEWER	01/02/2013	140.00	.00	21-6075 DUES & MEMBERSHIPS	0	1/13		
207	ADA COUNTY ASSESSORS OFFICE	15149		2013 ADA CTY GIS DATA, JAN '13 - P.I.	01/02/2013	20.00	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	1/13		
Total ADA COUNTY ASSESSORS OFFICE:												
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	12/12		ACHD IMPACT FEE TRANSFER, DEC '12	01/02/2013	5,936.00	.00	01-2510 ACHD IMPACT FEE TRANSFER	0	12/12		

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 ADA COUNTY HIGHWAY DISTRICT (IMPACT):												
						5,936.00	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (PERMITS)</b>												
1529	ADA COUNTY HIGHWAY DISTRICT (PERMITS)	11513		PERMIT TO INSTALL IRRIG.SVC. BOISE ST., DEC '12 - P.I.	12/05/2012	75.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	12/12		
Total ADA COUNTY HIGHWAY DISTRICT (PERMITS):												
<b>ADA COUNTY HIGHWAY DISTRICT (RENT)</b>												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	01/13		SHOP RENT, JANUARY 2013 - PARKS	01/04/2013	148.50	.00	01-6211 RENT- BUILDINGS & LAND	1004	1/13		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	01/13		SHOP RENT, JANUARY 2013 - WATER	01/04/2013	126.00	.00	20-6211 RENT- BUILDINGS & LAND	0	1/13		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	01/13		SHOP RENT, JANUARY 2013 - SEWER	01/04/2013	121.50	.00	21-6211 RENT- BUILDINGS & LAND	0	1/13		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	01/13		SHOP RENT, JANUARY 2013 - P.I.	01/04/2013	54.00	.00	25-6211 RENT- BUILDINGS & LAND	0	1/13		
Total ADA COUNTY HIGHWAY DISTRICT (RENT):												
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	4500		JANUARY 2013 SHERIFF SERVICES	01/01/2013	118,442.46	.00	01-6000 LAW ENFORCEMENT SERVICES	0	1/13		
Total ADA COUNTY SHERIFF'S OFFICE:												
<b>ALLIED WASTE SVCS @NO. AMERICA, LLC</b>												
1610	ALLIED WASTE SVCS @NO. AMERICA, LLC	000555480		HAUL SLUDGE, 2X'S, DEC '12 - SEWER	12/31/2012	760.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	12/12		
Total ALLIED WASTE SVCS @NO. AMERICA, LLC:												
<b>ALLOWAY ELECTRIC CO</b>												
1087	ALLOWAY ELECTRIC CO	26676		TROUBLESHOOT 2 POLES, SHAYLA, DEC '12 - ST LITS	12/20/2012	144.74	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1002	12/12		
Total ALLOWAY ELECTRIC CO:												
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	26840		BACTERIA TEST, NOV '12 -		144.74	.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
1	ANALYTICAL LABORATORIES	26841		WATER	11/30/2012	298.80	.00	20-6150_MAINT.& REPAIRS- SYSTEM	0	1/12		
				BACTERIA TEST_NOV '12 - SEWER	11/30/2012	2,294.10	.00	21-6150_MAINT.& REPAIRS- SYSTEM	0	1/12		
Total ANALYTICAL LABORATORIES:												
						2,592.90	.00					
	<b>ARTCO (US, INC.) dba</b>											
1435	ARTCO (US, INC.) dba	763897		BUSINESS CARDS, T. BEHUNIN, DEC '12 - P & Z	12/06/2012	52.62	.00	01-6165_OFFICE SUPPLIES	1003	12/12		
Total ARTCO (US, INC.) dba:												
						52.62	.00					
	<b>AUTOZONE, INC.</b>											
1606	AUTOZONE, INC.	4126124920	71	DURALAST GOLD BATTERY, LEAF VAC, NOV '12 - PARKS	11/01/2012	85.95	.00	01-6142_MAINT.& REPAIR - EQUIPMENT	1004	1/13		
1606	AUTOZONE, INC.	4126128657		2 EA WIPER BLADES, TRK #19, NOV '12 - WATER	11/07/2012	17.98	.00	20-6305_VEHICLE MAINTENANCE & REPAIRS	0	1/12		
1606	AUTOZONE, INC.	4126140779		2 EA WIPER BLADES, TRK #14, NOV '12 - PARKS	11/29/2012	17.98	.00	01-6305_VEHICLE MAINTENANCE & REPAIRS	1004	1/12		
1606	AUTOZONE, INC.	4126145440	13	TRK #15 NEW TOOL BOX, DEC '12 - PARKS	12/07/2012	179.99	.00	01-6305_VEHICLE MAINTENANCE & REPAIRS	1004	1/13		
1606	AUTOZONE, INC.	4126148753	26	TRK #13 DOOR HANDLE REPLACED, DEC '12 - SEWER	12/13/2012	7.99	.00	21-6305_VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126152585	43	2 EA. QTS. POWER STEERING FLUID, DEC '12 - SEWER	12/20/2012	11.78	.00	21-6305_VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126155742	70	2 EA. DURALAST 18" WIPER BLADES, TRK #10, DEC '12 - WATER	12/26/2012	27.98	.00	20-6305_VEHICLE MAINTENANCE & REPAIRS	0	1/13		
Total AUTOZONE, INC.:												
						349.65	.00					
	<b>AXIS CAPITAL, INC.</b>											
1264	AXIS CAPITAL, INC.	911388		ORTLY RENT MAIL MACH., 1/13 -4/13 - ADMIN	12/11/2012	38.12	.00	01-6190_POSTAGE & BILLING	0	1/13		
1264	AXIS CAPITAL, INC.	911388		ORTLY RENT MAIL MACH., 1/13 -4/13 - P & Z	12/11/2012	21.78	.00	01-6190_POSTAGE & BILLING	1003	1/13		
1264	AXIS CAPITAL, INC.	911388		ORTLY RENT MAIL MACH., 1/13 -4/13 - WATER	12/11/2012	50.29	.00	20-6190_POSTAGE & BILLING	0	1/13		
1264	AXIS CAPITAL, INC.	911388		ORTLY RENT MAIL MACH., 1/13 -4/13 - SEWER	12/11/2012	62.13	.00	21-6190_POSTAGE & BILLING	0	1/13		



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
75	D & B SUPPLY	507906		SEWER	11/08/2012	531.91	.00	21-6285 UNIFORMS EXPENSE	0	11/12		
75	D & B SUPPLY	513160		BOOTS, PANTS, D. CROSSLEY, J. YERTON, NOV '12 - WATER	11/08/2012	208.74	.00	20-6285 UNIFORMS EXPENSE	0	11/12		
75	D & B SUPPLY	513160		DOUBLE-KNEE PANTS, JEANS, C. ARMSTRONG, DEC '12 - WATER	12/03/2012	201.56	.00	20-6285 UNIFORMS EXPENSE	0	12/12		
75	D & B SUPPLY	513163		BOOTS, PANTS, C. DEYOUNG, DEC '12 - WATER	12/03/2012	292.48	.00	20-6285 UNIFORMS EXPENSE	0	12/12		
75	D & B SUPPLY	513386		PANTS, R. FORD, DEC '12 - WATER	12/04/2012	89.99	.00	20-6285 UNIFORMS EXPENSE	0	12/12		
Total D & B SUPPLY:						1,791.81	.00					
<b>DALE'S SERVICE, INC.</b>												
76	DALE'S SERVICE, INC.	32541		REPAIR DIESEL DISPENSER LEAK, DEC '12 - SEWER	12/19/2012	403.56	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/12		
Total DALE'S SERVICE, INC.:						403.56	.00					
<b>DIGLINE</b>												
25	DIGLINE	0045400-IN		MONTHLY DIG FEES, DEC '12 - SEWER	12/31/2012	29.14	.00	21-6065 DIGLINE EXPENSE	0	12/12		
25	DIGLINE	0045400-IN		MONTHLY DIG FEES, DEC '12 - WATER	12/31/2012	24.49	.00	20-6065 DIGLINE EXPENSE	0	12/12		
25	DIGLINE	0045400-IN		MONTHLY DIG FEES, DEC '12 - P.L.	12/31/2012	10.19	.00	25-6065 DIGLINE EXPENSE	0	12/12		
Total DIGLINE:						63.82	.00					
<b>DON ASLETT'S CLEANING CENTER</b>												
1334	DON ASLETT'S CLEANING CENTER	0514491300		ROLL TOWELS, T.P., FOAM SOAP, NOV '12 - SEWER	11/05/2012	224.90	.00	21-6025 JANITORIAL	0	11/12		
1334	DON ASLETT'S CLEANING CENTER	0514520100		CASE TOILET PAPER, NOV '12 - SR CTR	11/07/2012	61.88	.00	01-6025 JANITORIAL	1001	11/12		
1334	DON ASLETT'S CLEANING CENTER	0514520100		TOILET PAPER, ROLL TOWEL, NOV '12 - ADMIN	11/07/2012	123.88	.00	01-6025 JANITORIAL	0	11/12		
Total DON ASLETT'S CLEANING CENTER:						410.66	.00					
<b>EDMARK GM SUPERSTORE</b>												
357	EDMARK GM SUPERSTORE	441368	15	TRK #10 REPLACE SEAT HANDLE, DEC '12 - WATER	12/10/2012	7.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
INC.		91016783		RENT BOOM FOR XMAS L.T.S. DEC '12 - PARKS	12/13/2012	355.00	.00	01-6212 RENT- EQUIPMENT	1004	12/12		
Total H & E EQUIPMENT SERVICES, INC.:												
<b>HD SUPPLY WATERWORKS LTD</b> 63 HD SUPPLY WATERWORKS LTD 5746834 28 4 EA METER PIT LIDS RESTOCK, DEC '12 - WATER .00 428.80 63 HD SUPPLY WATERWORKS LTD 5823702 27 30EA VALVE RISERS @SCHOOL ST. REPLACE STOCK 1-12" IRRIG.GATE, DEC '12 - WATER, P.I. .00 580.70 Total HD SUPPLY WATERWORKS LTD: 1,009.50												
<b>HOCOCHAN HOLDINGS, INC.</b> 1619 HOCOCHAN HOLDINGS, INC. AR229534 COPIER LEASE DEC 1-31, 2012 -ADMIN .00 353.50 1619 HOCOCHAN HOLDINGS, INC. AR229535 COPIER LEASE, NOV 1-30, 2012 - P & Z .00 74.17 Total HOCOCHAN HOLDINGS, INC.: 427.67												
<b>IDAHO ASSOCIATION OF BUILDING OFFICIALS</b> 565 IDAHO ASSOCIATION OF BUILDING OFFICIALS 3516 50 ANNUAL GOV'T MEMBERSHIP 2013, DEC '12 - BLDG INSP .00 100.00 565 IDAHO ASSOCIATION OF BUILDING OFFICIALS 3516 50 BLDG SAFETY PROF.S/W, IDAHO 2013 DUES, DEC '12 - BLDG INSP .00 60.00 565 IDAHO ASSOCIATION OF BUILDING OFFICIALS 3516 50 ANNUAL INDIVIDUAL MEMBER DUES 2013, DEC '12 - B BACHMAN .00 15.00 565 IDAHO ASSOCIATION OF BUILDING OFFICIALS 3516 50 BLDG SAFETY PROF.S/W IDAHO 2013 DUES, DEC '12 - B, BACHMAN .00 15.00 Total IDAHO ASSOCIATION OF BUILDING OFFICIALS: 190.00												
<b>IDAHO DEPARTMENT OF LABOR</b> 179 IDAHO DEPARTMENT OF LABOR 01/13 EMPLOYER CHGS, 4Q 2012 - PARKS .00 499.66 Total IDAHO DEPARTMENT OF LABOR: 499.66												

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 IDAHO DEPARTMENT OF LABOR:												
						499.66	.00					
<b>IDAHO FIRST AID &amp; SAFETY, INC. DBA</b>												
1576	IDAHO FIRST AID & SAFETY, INC. DBA	51125	34	RESTOCKING FIRST AID ITEMS, DEC '12 - WATER, P.I.	12/19/2012	159.44	.00	20-6230. SAFETY TRAINING & EQUIPMENT	0	1/13		
Total IDAHO FIRST AID & SAFETY, INC. DBA:												
						159.44	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	01/13		ADD'L OWED FOR OCT. NOV. DEC 2012	01/05/2013	405.99	.00	01-6005. ANIMAL CONTROL SERVICES	0	1/13		
833	IDAHO HUMANE SOCIETY	01/13		CONTRACT SERVICES - JANUARY 2013	01/05/2013	4,256.33	.00	01-6005. ANIMAL CONTROL SERVICES	0	1/13		
Total IDAHO HUMANE SOCIETY:												
						4,662.32	.00					
<b>IDAHO NURSERY &amp; LANDSCAPE ASSOCIATION</b>												
1261	IDAHO NURSERY & LANDSCAPE ASSOCIATION	010113	86	EARLY HORTICULTURE CONF. REGIST. N. PURKEY, JAN '13 - PARKS	01/09/2013	110.00	.00	01-6265. TRAINING & SCHOOLING	1004	1/13		
1261	IDAHO NURSERY & LANDSCAPE ASSOCIATION	010413	100	RENEW ANNUAL MEMBERSHIP DUES, JAN '13 - N. PURKEY	01/04/2013	50.00	.00	01-6075. DUES & MEMBERSHIPS	1004	1/13		
Total IDAHO NURSERY & LANDSCAPE ASSOCIATION:												
						160.00	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	12/12		DECEMBER 2012 - ADMIN	12/18/2012	209.14	.00	01-6290. UTILITIES	0	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - P & Z	12/18/2012	55.70	.00	01-6290. UTILITIES	1003	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - SR CTR	12/18/2012	286.05	.00	01-6290. UTILITIES	1001	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - ST LITS	12/18/2012	5,396.22	.00	01-6290. UTILITIES	1002	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - PARKS	12/18/2012	730.21	.00	01-6290. UTILITIES	1004	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - WATER	12/18/2012	6,771.09	.00	20-6290. UTILITIES EXPENSE	0	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - SEWER	12/18/2012	16,284.17	.00	21-6290. UTILITIES EXPENSE	0	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - FARM	12/18/2012	228.49	.00	21-6090. FARM EXPENDITURES	0	12/12		
38	IDAHO POWER CO	12/12		DECEMBER 2012 - P.I.	12/18/2012	829.11	.00	25-6290. UTILITIES EXPENSE	0	12/12		

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 IDAHO POWER CO:												
						30,790.18	.00					
<b>IDEXX DISTRIBUTION, INC.</b>												
1620	IDEXX DISTRIBUTION, INC.	264819307	31	COLILERT 20PK E COLLTEST SUPPLIES, FREIGHT, NWWTP LAB	12/17/2012	155.62	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
1620	IDEXX DISTRIBUTION, INC.	264819307	31	QUANTITRYA 2000 100PK	12/17/2012	165.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
1620	IDEXX DISTRIBUTION, INC.	264819307	31	STERILE BOTTLES W/SODIUM THIOSULFATE FOR LAB 200PK	12/17/2012	110.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
Total IDEXX DISTRIBUTION, INC.:												
						430.62	.00					
<b>INTEGRA TELECOM</b>												
1411	INTEGRA TELECOM	10452297		MONTHLY TELEPHONE, JAN '13 -ADMIN	01/13/2013	286.19	.00	01-6255 TELEPHONE	0	1/13		
1411	INTEGRA TELECOM	10452297		MONTHLY TELEPHONE, JAN '13 - P & Z	01/13/2013	143.09	.00	01-6255 TELEPHONE	1003	1/13		
1411	INTEGRA TELECOM	10452297		MONTHLY TELEPHONE, JAN '13 - WATER	01/13/2013	332.59	.00	20-6255 TELEPHONE EXPENSE	0	1/13		
1411	INTEGRA TELECOM	10452297		MONTHLY TELEPHONE, JAN '13 -SEWER	01/13/2013	395.84	.00	21-6255 TELEPHONE EXPENSE	0	1/13		
1411	INTEGRA TELECOM	10452297		MONTHLY TELEPHONE, JAN '13 -P.I.	01/13/2013	138.42	.00	25-6255 TELEPHONE EXPENSE	0	1/13		
Total INTEGRA TELECOM:												
						1,296.13	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	58062		SERVER CERTIFICATE, NOV '12 -ADMIN	11/30/2012	18.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/12		
1595	INTEGRINET SOLUTIONS, INC.	58062		SERVER CERTIFICATE, NOV '12 - P & Z	11/30/2012	9.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/12		
1595	INTEGRINET SOLUTIONS, INC.	58062		SERVER CERTIFICATE, NOV '12 - WATER	11/30/2012	22.07	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/12		
1595	INTEGRINET SOLUTIONS, INC.	58062		SERVER CERTIFICATE, NOV '12 -SEWER	11/30/2012	26.26	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/12		
1595	INTEGRINET SOLUTIONS, INC.	58062		SERVER CERTIFICATE, NOV '12 -P.I.	11/30/2012	9.19	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/12		

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
1595	INTEGRINET SOLUTIONS, INC.	58138		ADD'L CERT.SETUP..DEC.'12- ADMIN	12/09/2012	18.99	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58138		ADD'L CERT.SETUP..DEC.'12- P & Z	12/09/2012	9.49	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58138		ADD'L CERT.SETUP..DEC.'12- WATER	12/09/2012	22.07	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58138		ADD'L CERT.SETUP..DEC.'12- SEWER	12/09/2012	26.26	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58138		ADD'L CERT.SETUP..DEC.'12- P.I.	12/09/2012	9.19	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58243		SERVER MAINT., DEC.'12- ADMIN	12/15/2012	57.63	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58243		SERVER MAINT., DEC.'12- P & Z	12/15/2012	28.82	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58243		SERVER MAINT., DEC.'12- WATER	12/15/2012	66.97	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58243		SERVER MAINT., DEC.'12- SEWER	12/15/2012	79.71	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58243		SERVER MAINT., DEC.'12- P.I.	12/15/2012	27.87	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58358		ADD'L SERVER MAINT..DEC.'12 -ADMIN	12/16/2012	9.49	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58358		ADD'L SERVER MAINT..DEC.'12 -P & Z	12/16/2012	4.75	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58358		ADD'L SERVER MAINT..DEC.'12 -WATER	12/16/2012	11.04	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58358		ADD'L SERVER MAINT..DEC.'12 -SEWER	12/16/2012	13.13	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
1595	INTEGRINET SOLUTIONS, INC.	58358		ADD'L SERVER MAINT..DEC.'12 -P.I.	12/16/2012	4.59	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/12		
Total INTEGRINET SOLUTIONS, INC.:							476.00	.00				
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	01/13		DEC.2012 (NOV.13 - DEC.13)- ADMIN	12/18/2012	94.99	.00	01-6290 UTILITIES	0	12/12		

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
37	INTERMOUNTAIN GAS CO	01/13		DEC.2012 (NOV 13 - DEC.13) - SR CTR	12/18/2012	279.61	.00	01-6290 UTILITIES	1001	12/12		
37	INTERMOUNTAIN GAS CO	01/13		JAN 2013 (NOV 29 - DEC 28) - SEWER	12/18/2012	1,228.51	.00	21-6290 UTILITIES EXPENSE	0	1/13		
Total INTERMOUNTAIN GAS CO:						1,603.11	.00					
<b>INTERNATIONAL CODE COUNCIL</b>												
764	INTERNATIONAL CODE COUNCIL	INVO233738	49	2 EA.2012.SOFTCOVER INSPECTOR COLLECTION FREIGHT. DEC '12 - BLDG INSP	12/28/2012	917.28	.00	01-6165 OFFICE SUPPLIES	1005	1/13		
Total INTERNATIONAL CODE COUNCIL:						917.28	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	01/13-1ST		12/26-1/08/12, PD 1/18/13 - JAN '13 - 1ST PMT	01/09/2013	36,868.53	.00	26-7000 SOLID WASTE SERVICE FEES	0	1/13		
230	J & M SANITATION, INC.	01/13-1ST		12/26-1/08/12, PD 1/18/13 - JAN '13 - LESS ADMIN FEE	01/09/2013	-3,642.61	.00	01-4170 FRANCHISE FEES	0	1/13		
230	J & M SANITATION, INC.	12/12-2ND		12/12-12/25/12, PD 1/18/13 - DEC '12 2ND PMT	01/05/2013	49,866.16	49,866.16	26-7000 SOLID WASTE SERVICE FEES	0	12/12	01/07/2013	
230	J & M SANITATION, INC.	12/12-2ND		12/12-12/25/12, PD 1/18/13 - DEC '12 LESS ADMIN FEES	01/05/2013	-4,926.78	-4,926.78	01-4170 FRANCHISE FEES	0	12/12	01/07/2013	
Total J & M SANITATION, INC.:						78,165.30	44,939.38					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	1310874		BANK FEES, NOV '12 - ADMIN	11/30/2012	59.44	.00	01-6505 BANK FEES	0	11/12		
1328	JACK HENRY & ASSOCIATES, INC.	1310874		BANK FEES, NOV '12 - P & Z	11/30/2012	1.13	.00	01-6505 BANK FEES	1003	11/12		
1328	JACK HENRY & ASSOCIATES, INC.	1310874		BANK FEES, NOV '12 - WATER	11/30/2012	88.63	.00	20-6505 BANK FEES	0	11/12		
1328	JACK HENRY & ASSOCIATES, INC.	1310874		BANK FEES, NOV '12 - SEWER	11/30/2012	132.60	.00	21-6505 BANK FEES	0	11/12		
1328	JACK HENRY & ASSOCIATES, INC.	1310874		BANK FEES, NOV '12 - P.I.	11/30/2012	34.51	.00	25-6505 BANK FEES	0	11/12		
Total JACK HENRY & ASSOCIATES, INC.:						316.31	.00					
<b>JLJ ENTERPRISES, INC.</b>												
947	JLJ ENTERPRISES, INC.	010213		DANSKIN L/S REIMB.AGRMT. 4TH QTR. 2012	01/02/2013	3,048.00	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total JLJ ENTERPRISES, INC.:												
						3,048.00	.00					
<b>KC TOOL SUPPLY</b>												
240	KC TOOL SUPPLY	500954	44	10 EA. SANDING BELTS, DEC '12 - PARKS	12/18/2012	25.00	.00	01-6175 SMALL TOOLS	1004	1/13		
Total KC TOOL SUPPLY:												
						25.00	.00					
<b>KUNA LOCK &amp; KEY</b>												
740	KUNA LOCK & KEY	253727	24	4 RESTRICTED KEYS, DEC '12 - SR CTR	12/11/2012	24.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	1/13		
Total KUNA LOCK & KEY:												
						24.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A53072	14	SCREWS, BITS, MAINT SHOP SHELF, DEC '12 - WATER	12/07/2012	15.42	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
499	KUNA LUMBER	A53287	37	3 EA COUPLINGS FOR CHLORINE INJECTOR PORT, DEC '12 - M. NADEAU	12/17/2012	5.91	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
Total KUNA LUMBER:												
						21.33	.00					
<b>KUNA TRUE VALUE HARDWARE</b>												
43	KUNA TRUE VALUE HARDWARE	112912		PARTS FOR WELL #10, DANSKIN, NOV '12 - WATER	11/29/2012	72.50	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/12		
43	KUNA TRUE VALUE HARDWARE	112912		RESTOCK P.I., NOV '12 - P.I.	11/29/2012	427.39	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/12		
43	KUNA TRUE VALUE HARDWARE	112912		HYDRANT REPAIR PARTS, NOV '12 - WATER	11/29/2012	158.07	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	11/12		
43	KUNA TRUE VALUE HARDWARE	122812	57	2-HOSE FITTINGS, WEED/CLEANER SPRAYER, DEC '12 - SEWER	12/28/2012	25.97	.00	21-6175 SMALL TOOLS	0	12/12		
Total KUNA TRUE VALUE HARDWARE:												
						683.93	.00					
<b>KUNA WELDING</b>												
46	KUNA WELDING	754	35	AIR RELEASE VENT FOR LAGOONS, DEC '12 - FARM	12/18/2012	388.51	.00	21-6090 FARM EXPENDITURES	0	1/13		
Total KUNA WELDING:												
						388.51	.00					



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total PLATT ELECTRIC SUPPLY, INC.:			TIES, TAPE MEASURE, DEC '12 - ST LTS	12/11/2012	101.06	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	1/13		
	<b>RENTAL CONNECTION</b>											
893	RENTAL CONNECTION	31027	36	PROPANE TO BURN WEEDS, REUSE FACILITY, DEC '12 - M. NADEAU	12/18/2012	375.70	.00	21-6090_FARM EXPENDITURES	0	1/13		
	Total RENTAL CONNECTION:					375.70	.00					
	<b>RICOH USA, INC. (FINANCE)</b>											
1448	RICOH USA, INC. (FINANCE)	88169701		COPY MACHINE RENT. DEC '12 - WATER	12/07/2012	38.35	.00	20-6212 RENT - EQUIPMENT	0	12/12		
1448	RICOH USA, INC. (FINANCE)	88169701		COPY MACHINE RENT. DEC '12 - SEWER	12/07/2012	45.64	.00	21-6212 RENT - EQUIPMENT	0	12/12		
1448	RICOH USA, INC. (FINANCE)	88169701		COPY MACHINE RENT. DEC '12 - P.I.	12/07/2012	15.96	.00	25-6212 RENT - EQUIPMENT	0	12/12		
1448	RICOH USA, INC. (FINANCE)	88338729		COPIER RENTAL - PROP.TAX- 2/13, FEB '13 - WATER	01/07/2013	96.30	.00	20-6212 RENT - EQUIPMENT	0	2/13		
1448	RICOH USA, INC. (FINANCE)	88338729		COPIER RENTAL - PROP.TAX- 2/13, FEB '13 - SEWER	01/07/2013	114.60	.00	21-6212 RENT - EQUIPMENT	0	2/13		
1448	RICOH USA, INC. (FINANCE)	88338729		COPIER RENTAL - PROP.TAX- 2/13, FEB '13 - P.I.	01/07/2013	40.08	.00	25-6212 RENT - EQUIPMENT	0	2/13		
	Total RICOH USA, INC. (FINANCE):					350.93	.00					
	<b>ROCKY MOUNTAIN TURF &amp; INDUSTRI</b>											
478	ROCKY MOUNTAIN TURF & INDUSTRI	W23147		NEW MOWER PURCHASE W/DECK, BAFFLES, DEC '12 - PARKS	12/21/2012	15,489.00	.00	01-6166 PP&E PURCHASES - OPERATIONS	1004	12/12		
	Total ROCKY MOUNTAIN TURF & INDUSTRI:					15,489.00	.00					
	<b>STAPLES ADVANTAGE</b>											
1292	STAPLES ADVANTAGE	8023883715		WALL CALENDAR, DESK PAD, DEC '12 - ADMIN	12/01/2012	76.89	.00	01-6165 OFFICE SUPPLIES	0	12/12		
1292	STAPLES ADVANTAGE	8023883715		BLANK DVD'S FOR COPYING, DEC '12 - ADMIN	12/01/2012	12.25	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	12/12		
1292	STAPLES ADVANTAGE	8023883715		BLANK DVD'S FOR COPYING, DEC '12 - WATER	12/01/2012	16.94	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/12		
1292	STAPLES ADVANTAGE	8023883715		BLANK DVD'S FOR COPYING, DEC '12 - SEWER	12/01/2012	16.95	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/12		

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	
1292	STAPLES ADVANTAGE	8023883715		BLANK DVDS FOR COPYING, DEC '12 - P.I.	12/01/2012	2.84	.00	25-6142_MAINT. & REPAIRS- EQUIPMENT	0	12/12			
1292	STAPLES ADVANTAGE	8023883715		HIGHLIGHTER PENS, DEC '12- ADMIN	12/01/2012	.24	.00	01-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8023883715		HIGHLIGHTER PENS, DEC '12- WATER	12/01/2012	.32	.00	20-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8023883715		HIGHLIGHTER PENS, DEC '12- SEWER	12/01/2012	.33	.00	21-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8023883715		HIGHLIGHTER PENS, DEC '12 - P.I.	12/01/2012	.08	.00	25-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8023955633		COPY PAPER, CALENDAR/REFILL, DEC '12 - ADMIN	12/08/2012	72.96	.00	01-6142_MAINT. & REPAIR- EQUIPMENT	0	12/12			
1292	STAPLES ADVANTAGE	8023955633		RETURN CALENDAR REFILL, DEC '12 - ADMIN	12/08/2012	-15.00	.00	01-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8023955633		DESKPAD CALENDAR, DEC '12 - SEWER	12/08/2012	16.58	.00	21-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		PRINTER CARTRIDGE, DEC '12 - ADMIN	12/22/2012	20.91	.00	01-6142_MAINT. & REPAIR- EQUIPMENT	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		PRINTER CARTRIDGE, DEC '12 - WATER	12/22/2012	27.84	.00	20-6142_MAINT. & REPAIRS- EQUIPMENT	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		PRINTER CARTRIDGE, DEC '12 - SEWER	12/22/2012	27.85	.00	21-6142_MAINT. & REPAIRS- EQUIPMENT	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		PRINTER CARTRIDGE, DEC '12 - P.I.	12/22/2012	7.03	.00	25-6142_MAINT. & REPAIRS- EQUIPMENT	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		USB FLASH DRIVE, 16GB, DEC '12 - P & Z	12/22/2012	18.49	.00	01-6142_MAINT. & REPAIR- EQUIPMENT	1003	12/12			
1292	STAPLES ADVANTAGE	8024092763		5-TAB DIVIDERS, DEC '12 - ADMIN	12/22/2012	1.89	.00	01-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		5-TAB DIVIDERS, DEC '12 - WATER	12/22/2012	2.51	.00	20-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		5-TAB DIVIDERS, DEC '12 - SEWER	12/22/2012	2.52	.00	21-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		5-TAB DIVIDERS, DEC '12 - P.I.	12/22/2012	.64	.00	25-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		DRY ERASE MARKERS, MEMO BKS, DEC '12 - WATER	12/22/2012	11.06	.00	20-6165_OFFICE SUPPLIES	0	12/12			
1292	STAPLES ADVANTAGE	8024092763		STEEL STORAGE CABINET, WELL #10, DEC '12 - WATER	12/22/2012	419.99	.00	20-6165_OFFICE SUPPLIES	0	12/12			
Total STAPLES ADVANTAGE:							742.11	.00					
<b>SUBURBAN PROPANE</b>													
118	SUBURBAN PROPANE	21403		ACHD.SHOP PROPANE HEAT, DEC '12 - WATER	12/07/2012	447.58	.00	20-6290 UTILITIES EXPENSE	0	12/12			

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Total SUBURBAN PROPANE:												
						447.58	.00					
<b>TECHNICHEM CORPORATION</b>												
1450	TECHNICHEM CORPORATION	52752	40	18 GALS. MIGHTY BRITE TO CLEAN HEADWORKS FACILITY. DEC '12 - SEWER	12/27/2012	270.00	.00	21-6025 JANITORIAL	0	1/13		
Total TECHNICHEM CORPORATION:												
						270.00	.00					
<b>TIM GORDON</b>												
997	TIM GORDON	01/13		RENT. JANUARY 2013 - ADMIN	01/05/2013	972.62	972.62	01-6211 RENT- BUILDINGS & LAND	0	1/13	01/07/2013	
997	TIM GORDON	01/13		RENT. JANUARY 2013 - P & Z	01/05/2013	486.31	486.31	01-6211 RENT- BUILDINGS & LAND	1003	1/13	01/07/2013	
997	TIM GORDON	01/13		RENT. JANUARY 2013 - WATER	01/05/2013	1,130.32	1,130.32	20-6211 RENT- BUILDINGS & LAND	0	1/13	01/07/2013	
997	TIM GORDON	01/13		RENT. JANUARY 2013 - SEWER	01/05/2013	1,345.29	1,345.29	21-6211 RENT- BUILDINGS & LAND	0	1/13	01/07/2013	
997	TIM GORDON	01/13		RENT. JANUARY 2013 - P.I.	01/05/2013	470.46	470.46	25-6211 RENT- BUILDINGS & LAND	0	1/13	01/07/2013	
Total TIM GORDON:												
						4,405.00	4,405.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	03038642		1-5 GAL WATER. DEC '12 - P.I.	12/11/2012	1.81	.00	25-6165 OFFICE SUPPLIES	0	12/12		
992	TREASURE VALLEY COFFEE	03038642		1-5 GAL WATER. DEC '12 - SEWER	12/11/2012	1.82	.00	21-6165 OFFICE SUPPLIES	0	12/12		
992	TREASURE VALLEY COFFEE	03038642		1-5 GAL WATER. DEC '12 - WATER	12/11/2012	1.82	.00	20-6165 OFFICE SUPPLIES	0	12/12		
992	TREASURE VALLEY COFFEE	03038642		WATER COOLER RENT. DEC '12 - P.I.	12/11/2012	3.00	.00	25-6212 RENT- EQUIPMENT	0	12/12		
992	TREASURE VALLEY COFFEE	03038642		WATER COOLER RENT. DEC '12 - SEWER	12/11/2012	3.00	.00	21-6212 RENT- EQUIPMENT	0	12/12		
992	TREASURE VALLEY COFFEE	03038642		WATER COOLER RENT. DEC '12 - WATER	12/11/2012	3.00	.00	20-6212 RENT- EQUIPMENT	0	12/12		
Total TREASURE VALLEY COFFEE:												
						14.45	.00					
<b>U. S. POST OFFICE</b>												
67	U. S. POST OFFICE	01/2013		2013 POST OFFICE BOX FEE. JAN '13 - ADMIN	01/09/2013	15.46	.00	01-6190 POSTAGE & BILLING	0	1/13		
67	U. S. POST OFFICE	01/2013		2013 POST OFFICE BOX FEE. JAN '13 - P & Z	01/09/2013	7.72	.00	01-6190 POSTAGE & BILLING	1003	1/13		
67	U. S. POST OFFICE	01/2013		2013 POST OFFICE BOX FEE. JAN '13 - WATER	01/09/2013	17.96	.00	20-6190 POSTAGE & BILLING	0	1/13		



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	SYSTEMS, INC	79582		LOCKBOX_DEC '12 - SEWER	12/31/2012	131.94	.00	21-6190_POSTAGE & BILLING	0	12/12		
857	VALLI INFORMATION SYSTEMS, INC	79582		LOCKBOX_DEC '12 - P.I.	12/31/2012	46.15	.00	25-6190_POSTAGE & BILLING	0	12/12		
	Total VALLI INFORMATION SYSTEMS, INC:					4,385.59	.00					
	<b>VERIZON WIRELESS</b>											
1575	VERIZON WIRELESS	1150787599		MOBIL PHONES_DEC '12 - PARKS	12/28/2012	141.92	.00	01-6255 TELEPHONE	1004	12/12		
1575	VERIZON WIRELESS	1150787599		MOBIL PHONES_DEC '12 - BLDG INSP	12/28/2012	41.60	.00	01-6255 TELEPHONE	1005	12/12		
1575	VERIZON WIRELESS	1150787599		MOBIL PHONES_DEC '12 - WATER	12/28/2012	514.58	.00	20-6255 TELEPHONE EXPENSE	0	12/12		
1575	VERIZON WIRELESS	1150787599		MOBIL PHONES_DEC '12 - SEWER	12/28/2012	550.60	.00	21-6255 TELEPHONE EXPENSE	0	12/12		
1575	VERIZON WIRELESS	1150787599		MOBIL PHONES_DEC '12 - P.I.	12/28/2012	128.19	.00	25-6255 TELEPHONE EXPENSE	0	12/12		
	Total VERIZON WIRELESS:					1,376.89	.00					
	<b>W.W. GRAINGER</b>											
162	W.W. GRAINGER	9023229157		NIGHT LIGHT, ROPE, 2-WAY RADIOS, GLOVE LINERS, TO CLEAN SYSTEM_DEC '12 - SEWER	12/18/2012	405.12	.00	21-6150_MAINT. & REPAIRS - SYSTEM	0	12/12		
162	W.W. GRAINGER	9023229157		13 PC WRENCH SET, DEC '12 - SEWER	12/18/2012	324.50	.00	21-6175_SMALL TOOLS	0	12/12		
	Total W.W. GRAINGER:					729.62	.00					
	<b>WATER DEPOSIT REFUNDS</b>											
1627	WATER DEPOSIT REFUNDS	10390.01		M. O'CONNOR, #10390.01 - ACCT OVERPMT	12/21/2012	204.35	.00	99-1075_UTILITY Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	110170.02		L. CARNAHAN/MORTGAGE, #110170.02 - ACCT OVERPMT	12/20/2012	64.05	.00	99-1075_UTILITY Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	121490.02		L. CARNAHAN/MORTGAGE, #121490.02 - WATER DEP REF	12/27/2012	2.01	.00	20-2200_WATER DEPOSITS HELD	0	12/12		
1627	WATER DEPOSIT REFUNDS	121635.01		N. KRAMER, #121635.01 - WATER DEP REF	12/27/2012	58.68	.00	20-2200_WATER DEPOSITS HELD	0	12/12		
1627	WATER DEPOSIT REFUNDS	140600.01		L. RODRIGUEZ, #140600.01 - ACCT OVERPMT	12/27/2012	54.58	.00	99-1075_UTILITY Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	160100.02		B&S INVEST, #160100.02 - ACCT OVERPMT	12/19/2012	44.04	.00	99-1075_UTILITY Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	167055.01		J. GOBER, #167055.01 - ACCT OVERPMT	12/10/2012	5.77	.00	99-1075_UTILITY Cash Clearing	0	12/12		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1627	WATER DEPOSIT REFUNDS	167055.01		J. GOBER. #167055.01 - WATER DEP REF	12/10/2012	100.00	.00	20-2200. WATER DEPOSITS HELD	0	12/12		
1627	WATER DEPOSIT REFUNDS	250260.01		C. SMITH. #250260.01 - ACCT OVERPMT	12/27/2012	41.78	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	250260.01		C. SMITH. #250260.01 - WATER DEP REF	12/27/2012	100.00	.00	20-2200. WATER DEPOSITS HELD	0	12/12		
1627	WATER DEPOSIT REFUNDS	250980.01		T. TODD. #250980.01 - ACCT OVERPMT	12/10/2012	53.94	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	251005.01		H. HOMES. #251005.01 - ACCT OVERPMT	12/20/2012	43.55	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	252030.01		H. HOMES. #252030.01 - ACCT OVERPMT	12/27/2012	40.75	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	255005.01		H. HOMES. #255005.01 - ACCT OVERPMT	12/27/2012	37.41	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	264065.01		C. B. HOMES. #264065.01 - ACCT OVERPMT	12/27/2012	40.75	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	264085.01		C. B. HOMES. #264085.01 - ACCT OVERPMT	12/27/2012	40.94	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	274160.02		AMER.BLDG.CONTR. #274160.02 - ACCT OVERPMT	12/27/2012	20.29	.00	99-1075. Utility Cash Clearing	0	12/12		
1627	WATER DEPOSIT REFUNDS	274525.03		TURBO FITNESS. #274525.03 - ACCT OVERPMT	12/27/2012	59.97	.00	99-1075. Utility Cash Clearing	0	12/12		
Total WATER DEPOSIT REFUNDS:							1,012.86	.00				
<b>WESTERN BUILDING MAINTENANCE, INC.</b>												
1499	WESTERN BUILDING MAINTENANCE, INC.	0073085-IN		JANITORIAL_DEC '12 - SR.CTR	12/24/2012	330.33	.00	01-6025 JANITORIAL	1001	12/12		
1499	WESTERN BUILDING MAINTENANCE, INC.	0073086-IN		JANITORIAL_DEC '12 - ADMIN	12/24/2012	46.88	.00	01-6025 JANITORIAL	0	12/12		
1499	WESTERN BUILDING MAINTENANCE, INC.	0073086-IN		JANITORIAL_DEC '12 - P & Z	12/24/2012	23.44	.00	01-6025 JANITORIAL	1003	12/12		
1499	WESTERN BUILDING MAINTENANCE, INC.	0073086-IN		JANITORIAL_DEC '12 - WATER	12/24/2012	54.49	.00	20-6025 JANITORIAL	0	12/12		
1499	WESTERN BUILDING MAINTENANCE, INC.	0073086-IN		JANITORIAL_DEC '12 - SEWER	12/24/2012	64.85	.00	21-6025 JANITORIAL	0	12/12		
1499	WESTERN BUILDING MAINTENANCE, INC.	0073086-IN		JANITORIAL_DEC '12 - P.I.	12/24/2012	22.68	.00	25-6025 JANITORIAL	0	12/12		
1499	WESTERN BUILDING MAINTENANCE, INC.	0073087-IN		JANITORIAL_DEC '12 - N. VWVTP	12/24/2012	75.00	.00	21-6025 JANITORIAL	0	12/12		
Total WESTERN BUILDING MAINTENANCE, INC.:							617.67	.00				
<b>WESTERN STATES CHEM</b>												
274	WESTERN STATES CHEM	122662		GREEN PIPE LOCATE PAINT. DEC '12 - SEWER	12/10/2012	327.66	.00	21-6150. MAINT. & REPAIRS - SYSTEM	0	12/12		
274	WESTERN STATES CHEM	122662		BLUE PIPE LOCATE PAINT. DEC '12 - WATER	12/10/2012	327.66	.00	20-6150. MAINT. & REPAIRS - SYSTEM	0	12/12		

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
274	WESTERN STATES CHEM	122662		PURPLE PIPE LOCATE PAINT. DEC '12 - P.I.	12/10/2012	327.66	.00	25-6150.MAINT.& REPAIRS- SYSTEM (PI)	0	12/12		
Total WESTERN STATES CHEM:												
982.98 .00												
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	GY53626	72	INSPECT GENERATOR, BUTLER WELL, JAN '13 - WATER	01/04/2013	889.68	.00	20-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53627	73	INSPECT GENERATOR, CEDAR WELL, JAN '13 - WATER	01/04/2013	290.46	.00	20-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53628	74	INSPECT GENERATOR, DANSKIN WELL, JAN '13 - WATER	01/04/2013	290.46	.00	20-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53629	75	INSPECT GENERATOR, DEERHORN L/S, JAN '13 - SEWER	01/04/2013	290.46	.00	21-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53630	76	INSPECT GENERATOR, DANSKIN L/S, JAN '13 - SEWER	01/04/2013	290.46	.00	21-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53631	77	INSPECT GENERATOR, TEN MILE L/S, JAN '13 - SEWER	01/04/2013	485.37	.00	21-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53632	78	INSPECT GENERATOR, CRIMSON PT. L/S, JAN '13 - SEWER	01/04/2013	290.46	.00	21-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	GY53648	79	INSPECT GENERATOR, WELL #6, JAN '13 - WATER	01/04/2013	390.49	.00	20-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
98	WESTERN STATES EQUIPMENT CO.	WO070089066		REPLACE GENERATOR BATTERY, DEERHORN L/S, DEC '12 - SEWER	12/07/2012	470.06	.00	21-6150.MAINT.& REPAIRS- SYSTEM	0	12/12		
98	WESTERN STATES EQUIPMENT CO.	WO070089066	12	REPLACE BATTERY @DEERHORN L/S, DEC '12 - SEWER	12/07/2012	470.06	.00	21-6142.MAINT.& REPAIRS- EQUIPMENT	0	1/13		
Total WESTERN STATES EQUIPMENT CO.:												
4,157.96 .00												
<b>WHEELER SHEET METAL</b>												
341	WHEELER SHEET METAL	4072	9	REMOVE/REPLACE PIPING 100 FT./W/S.S.-HDWORKS-DEC '12 - SEWER	12/30/2012	9,600.00	.00	21-6150.MAINT.& REPAIRS- SYSTEM	0	1/13		
Total WHEELER SHEET METAL:												
9,600.00 .00												
Grand Totals:												
313,695.71 49,344.38												

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.  
 Only unpaid invoices included.



**CITY OF KUNA**

P.O. BOX 13 • KUNA, IDAHO 83634

PHONE (208) 922-5546

**IRREVOCABLE STANDBY LETTER OF CREDIT**Opening Date for Letter of Credit: **January 29, 2013**Beneficiary: **Ada County Highway District  
318 E. 37<sup>th</sup> Street  
Boise, Idaho 83714**Amount: **\$25,000** (Twenty Five Thousand Dollars and no/100)Expires: **January 28, 2014**

The City of Kuna hereby issues this Irrevocable Standby Letter of Credit in favor of the above-named beneficiary to guarantee payment of claims made against the City of Kuna for work not completed with respect to ACHD Temporary Highway Use Permits issued to the City of Kuna between the dates of January 29, 2013 and January 28, 2014.

The City of Kuna agrees to honor valid claims, if duly presented in a written statement, signed by a person purportedly authorized by the beneficiary, together with supporting documentation.

The City of Kuna guarantees that the sum of Twenty Five Thousand dollars (\$25,000.00) will be maintained in the City's checking or investment funds to cover potential claims. A check shall be drawn on the U.S. Bank, Kuna, Idaho, for any valid claim presented to the City of Kuna for work not completed as agreed.

The City of Kuna hereby revokes any and all former Standby Letters of Credit heretofore made and issued to ACHD.

Dated this 15th day of January, 2013.

---

W.G. Nelson, Mayor – City of Kuna

ATTEST:

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John Marsh, Treasurer - City of Kuna



3 1-15-13  
Council Meeting  
Request of fee waiver  
Bible School



City of Kuna  
Rental Request & Rental Agreement  
763 W. AVALON  
P.O. BOX 13  
KUNA, ID 83634  
Phone: 208-922-5546 Fax: 208-922-5989

Date:  June 2-6

Time:  Daytime 5:30 to 8 PM  
 After Hours \_\_\_\_\_ to \_\_\_\_\_

Location:  
 Bernie Fisher Park- Bandshell  
 Bernie Fisher Park-Gazebo  
 Senior Center  
 Greenbelt: no park fees East side by restrooms  
 Greenbelt: no park fees North side by baseball diamonds

Event Type:  
 Private  
 Public

Amenities:  
 Electricity  
 Tables

Fees:  
Bernie Fisher  
Bandshell or Gazebo  
 \$10 up to 15 people  
 \$25 up to 35 people  
 \$50 up to 100 people  
 \$100 over 100 people  
 Cleaning/damage deposit in addition and in the amount of the reservation fee.  
 \$10 Electricity

Picnic Tables for parks other than Bernie Fisher Park  
 \$25 up to 10 tables  
 \$50 over 10 tables

Senior Center  
 \$50 first hour  
 \$10 additional hour or fraction thereafter  
 \$150 cleaning and damage deposit  
 After Hours Permit  
 \$10 up to 15 people  
 \$25 up to 35 people  
 \$50 up to 100 people  
 \$100 over 100 people  
 Will vehicles be driven on park grass?

\$100 Fee Total  
\$100 Deposit Total  
\$200 Grand Total

Refund of deposits will be processed as soon as possible following the rental date.

Date: 1/7/2013

Contact person: Marcus Omdahl

Organization: New Beginnings Christian Church  
(If applicable)

Address: Po Box 85 Kuna, 83634  
(City, State, Zip Code)

Telephone: 208-283-9023

Senior Center Rules:

- No alcohol without a State and County approved liquor licensee with a valid catering permit issued by the City.
- No Smoking allowed in the building.
- No use of the kitchen, dishes or utensils. Furnish your own supplies.
- Building shall be left in clean and serviceable condition. Furnish your own trash bags.
- Return tables and chairs in original locations.
- Keys must be picked up before 5 p.m. on the day of the event or last business day prior to the event.
- Return keys in the drop box located at City Hall.

Park Rules:

- No alcohol without a State and County approved liquor licensee with a valid catering permit issued by the City.
- Area shall be left in clean and serviceable condition.
- Electrical or other issues contact the Parks Supervisor at 573-7668.

After Hours Permit Requires:

- A safety plan reviewed by local law enforcement prior to issuance.

Public Events Requires:

- Supplement #2 must be completed and approved by the Kuna Planning and Zoning Department.

MRL  
Applicant Signature of Acceptance and Responsibility

1/7/2013  
Date

Kuna City Clerk \_\_\_\_\_ Date \_\_\_\_\_  
(City Clerk signature required for after hours permits only)



## **RESOLUTION NO. R47-2012**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH DATATEL COMMUNICATIONS TO PROVIDE ANNUAL MAINTENANCE FOR THE CITY OF KUNA'S PHONE SYSTEM.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the agreement with DataTel Communications to provide annual maintenance for the city of Kuna's phone system.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 15<sup>th</sup> day of January, 2013.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15<sup>th</sup> day of January, 2013.

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

ATTEST:

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



## MAINTENANCE AGREEMENT

1. **PARTIES.** *DataTel* (hereafter "Company"), of 680 S. Progress Ave., Suite #1, Meridian, Idaho 83642; and (5049) City of Kuna (hereafter "Customer"), the address of which is 763 W Avalon, Kuna, Idaho 83634 and 6950 N Ten Mile Road, Meridian, Idaho 83642.
2. **TERMS:** This Agreement shall be in full force and effect for a period of 12 months, beginning on Dec. 1, 2012, and ending on SEPT. 30, 2013, and shall be automatically extended unless thirty (30) days prior written notice to the contrary is timely given by either party to the other.
3. **MAINTENANCE CHARGES:** Customer shall pay Company a maintenance charge of \$1,120.00, beginning on Dec. 1, 2012 and payable as follows:

Fixed payment(s) of \$ \_\_\_\_\_ due \_\_\_\_\_.

Quarterly payments of \$336.00 due on the first day of DEC 1<sup>ST</sup>, MAR 1<sup>ST</sup> (JUNE 1<sup>ST</sup>-\$448.00) (June - Sept).

Any such payments which are delinquent for a period in excess of fifteen (15) days shall constitute a material default under this Agreement. Unless provided to the contrary in this Agreement, or otherwise limited in *Addendum A* to this Agreement, such maintenance charge shall represent the total compensation paid to Company by the Customer for all of the labor and parts necessary to furnish the maintenance services which are the subject of this Agreement. In the event that the term of this Agreement is extended, as provided for above in Paragraph 2, the maintenance charge may be adjusted to reflect an increase consistent with the increased cost of doing business as reflected by the percentage increase of the cost of replacement parts from Company's suppliers and the increase in labor costs of electronic and telephone technicians.

4. **MAINTENANCE RESPONSIBILITIES.** Company shall provide Customer with all routine and remedial maintenance, including labor and parts, necessary to keep the Equipment in good operating condition. All of Company's maintenance responsibilities under this Agreement shall be limited to the Equipment listed on the attached *Addendum A*. Unless other equipment is specifically included in writing, all other equipment and all public telephone utility equipment connected or in any way interfacing with the same is excluded. The Company will use its best efforts to perform all routine and remedial maintenance and repairs at such times as to not unreasonably interfere with Customer's business operations; provided, however, that Company shall not be required to perform any maintenance on weekends, holidays or after normal business hours. All such excluded maintenance shall be at Customer's expense, based upon Company's then prevailing rates and prices, including overtime rates. Equipment additions and modifications made to the initially installed system shall not be covered by this Agreement unless additional maintenance charges are paid by Customer. Upon notification of a defect, Company shall have the option either to repair or replace the defective part of the Equipment. Such repair or replacement shall be Customer's sole and exclusive remedy; provided that Customer shall notify Company of any defects promptly upon discovery. Customer agrees its rights under this Agreement are independent of its obligation to make all payments due Company hereunder on a timely basis, and that any claim against Company shall not give rise to a right to withhold any payment due.
5. **SUBJECT EQUIPMENT.** All of Company's maintenance obligations under this Agreement shall be limited to the telecommunications Equipment listed on the attached sheet labeled *Addendum A* (the "Equipment"). Additions and modifications made to the initially installed system will be covered by this Agreement only for the duration of the period set forth within this policy.
6. **CUSTOMER RESPONSIBILITIES.** Customer shall provide adequate working space, heat, light, ventilation and electrical power for all Company personnel and shall be responsible for maintaining adequate power, temperature, humidity, system ground and radio frequency interference limits, and other reasonable environmental conditions and specifications as established by Company or by the manufacturer of the Equipment.
7. **EXCLUSIVE MAINTENANCE RIGHTS.** Customer shall neither cause nor suffer any maintenance, repairs, alterations or modifications to the Equipment by any party other than Company during the term of this Agreement, unless expressly agreed to in writing in advance by Company. In the event any such unauthorized maintenance, modifications, alterations or repairs cause or necessitate any corrective maintenance by Company, all such corrective maintenance shall be made at Customer's expense, based upon Company's then prevailing rates and prices.
8. **REPLACEMENT PARTS.** Company shall endeavor to maintain an adequate inventory of replacement parts to assure that routine and remedial maintenance will and can be performed on a timely basis. However, Customer expressly acknowledges and understands that it would be uneconomical and impractical for Company to maintain a sufficient inventory of replacement parts to assure that Company will always have a sufficient inventory of replacement parts in stock to repair any and all defects and malfunctions which may occur from time to time in the Equipment. Accordingly, in the event of the unavailability of any such part, Company's sole responsibility shall be to use its best efforts to secure a required replacement part which is out of stock as soon as is economically possible, and Company shall not be liable or responsible to Customer for any failure to have such part in stock. Company's obligation to furnish replacement parts under this Agreement during the course of its maintenance services shall be limited to providing standard parts of equal quality. All such parts which have been replaced shall become the sole and exclusive property of Company.
9. **WARRANTY DISCLAIMER.** COMPANY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS RELATING TO OR ARISING OUT OF ITS OBLIGATIONS TO FURNISH MAINTENANCE SERVICES AND/OR PARTS UNDER THIS AGREEMENT. Company shall not be responsible for any direct, indirect, incidental or consequential economic damages, including, but not limited to, damages to reputation or lost profits arising from the malfunction or loss of use of the Equipment, unless Company fails to fully, faithfully or timely provide maintenance services or replacement parts under this Agreement.

- 10. **UNCONTROLLABLE CIRCUMSTANCES.** Company shall not be responsible for any failure on its part to install equipment, perform maintenance services or replace parts due to causes beyond its practical control, including, but not limited to, work stoppages, strikes, boycotts, embargoes, lock-outs, transportation delays, severe weather, fires, floods, earthquakes, casualties, civil disobedience, riots, rebellions, *force majeure*, acts of God, parts shortages, or similar occurrences. If performance by Company is prevented, delayed or otherwise made impractical, Company shall be excused from such performance to the extent that it is prevented or delayed by such causes. Upon the occurrence of any such events, Company shall use its reasonable efforts to notify Customer of the nature and extent of any such condition.
- 11. **MODIFICATIONS.** Company shall have the option to, but not the responsibility to, make any modifications to the Equipment which it may deem necessary or desirable, in its sole and absolute discretion. Company shall endeavor to make such modifications at such times and in such manner so as to not unreasonably interfere with Customer's business operations. However, Company shall have the right to make all such modifications during its normal business hours. A refusal on the part of the Customer to permit any such modifications shall constitute a wrongful and material default by Customer under this Agreement. All such modifications shall be made by Company without charge to Customer.
- 12. **DEFAULT.** If Customer: (a) does not pay when due all of the charges and amounts due Company under this Agreement; (b) ceases doing business as a going concern; (c) suffers or causes a petition to be filed by or against it under any of the provisions or chapters of the Bankruptcy Act, as amended; (d) makes an assignment for the benefit of its creditors; (e) causes or participates in a general meeting of its creditors and attempts any informal arrangement, extension or composition of its debts; (f) suffers or causes the appointment of a receiver to control any of its properties; or (g) defaults under any of the agreements pursuant to which it leased or purchased any of the Equipment from Company, or if Company reasonably deems its rights and interests under this Agreement and/or the Equipment to be in jeopardy, then in any such event, Company shall have the right, in addition to any other legal remedies it may have, at its option, to terminate this Agreement without notice or further liability to Customer. In addition, Company may also terminate this Agreement without notice or further liability or obligation to Customer in the event that customer: (a) violates any space, use, electrical, maintenance or environmental requirements for the Equipment; (b) moves the Equipment without the express written consent of Company; or (c) suffers or causes any unreasonable damages to or use of the Equipment which requires the furnishing of excessive maintenance services or replacement parts on the part of Company.
- 13. **EARLY TERMINATION.** Customer shall, at its option, have the right to terminate all of its un-matured obligations under this Agreement on thirty (30) days prior written notice to Company subject to the prior satisfaction in full of all its matured obligations to Company. Customer hereby affirms that Company has no responsibility to repay any portion of any advance annual maintenance charge, and that any such amounts constitute liquidated damages. Customer acknowledges that such liquidated damages are reasonable and have been agreed upon due to the difficulty of measuring the damages Company would suffer in the event of any such early termination of the Agreement by the Customer. Customer hereby waives any and all right to claim that such liquidated damages would be or do constitute an unenforceable penalty and not liquidated damages.
- 14. **MISCELLANEOUS.** This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties with respect to such subject matter which are not included herein. No amendment of this Agreement shall be effective unless it is in writing and is executed by authorized representatives of all of the parties to this Agreement. Neither the benefits nor the obligations of Customer under this Agreement are assignable without the express written consent of Company, which may be withheld by Company in its sole and absolute discretion, and any purported assignment shall be null and void *ab initio*.
- 15. **INTEREST, COSTS AND ATTORNEY'S FEES.** All payments of monies due Company under this Agreement which are delinquent for a period in excess of fifteen (15) days shall bear simple interest at a rate of eighteen percent (18%) per annum. In the event that Customer defaults in the performance of all of its obligations and duties under this Agreement, and Company is either forced or elects to seek legal redress for such default, Customer shall be obligated and shall reimburse Company for all of the actual legal costs and attorney's fees which are reasonably incurred by Company in seeking such legal redress.
- 16. **TOLL FRAUD DISCLAIMER/WARNING.** Company disclaims any express or implied warranty that the Equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to long distance networks). Customer is hereby warned that fraudulent use of the system, including, but not limited to, DISA, Auto-Attendant, Voice Mail, RMATS, 800 and 900 services, as well as 10XXX, is possible, and Customer assumes the risk of such.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement at \_\_\_\_\_, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DataTel**

By \_\_\_\_\_  
Rod Richardson, Vice President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## MAINTENANCE EQUIPMENT LIST

Location: CITY OF KUNA

5049

<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1	P1807	SURGE ARRESTOR
1	52002686	MITEL IP BASE HX KIT/2 GB
1	P26PY	VM COPY & FWD
1	840.0844	MITEL LICENSE DYNAMIC EXTENSION
2	840.0416	CAT D LICENSE FOR MITEL PHONES
1	580.2702	T1/E1 MODULE
1	840.0819	LIC FILE BASED MUSIC ON HOLD SOURCE
16	50006191	5320 DS IP PHONES
2	50005804	5340 DS IP PHONES
2	50005711	CORDLESS HANDSET MODULE BUNDLE
1	906.4694	24 10/100 POE DELL SWITCH
1	907.1603	SONIC WALL TZ-100
2	5000.5522	CORDLESS HEADSET W/ OUT BUNDLE
1	5000.5712	CORDLESS HEADSET W/ MODULE BUNDLE

Account Number	Account Title	2013-13 Current Period Actual	Actual YTD	Annual Budget	Annual Budget Remaining
<b>GENERAL FUND</b>					
	Total Revenue:	82,678.11	361,244.06	2,968,809.01	2,597,564.95
	Total Expenditure:	198,829.91	635,554.72	2,968,810.77	2,323,256.05
	Net Total GENERAL FUND:	-116,151.80	-274,310.66	-1.76	274,308.90
<b>LATE COMERS FEE FUND</b>					
	Total Revenue:	13,169.10	65,104.72	262,252.00	197,147.28
	Total Expenditure:	.00	1,143.00	262,252.00	261,109.00
	Net Total LATE COMERS FEE FUND:	13,169.10	63,961.72	.00	-63,961.72
<b>WELL MITIGATION FUND</b>					
	Total Revenue:	272.25	59,871.43	250,000.00	190,128.57
	Total Expenditure:	.00	.00	250,000.00	250,000.00
	Net Total WELL MITIGATION FUND:	272.25	59,871.43	.00	-59,871.43
<b>WATER FUND</b>					
	Total Revenue:	113,213.42	360,023.99	1,815,365.00	1,455,341.01
	Total Expenditure:	58,019.84	541,023.27	1,815,363.00	1,274,339.73
	Net Total WATER FUND:	55,193.58	-180,999.28	2.00	181,001.28
<b>SEWER FUND</b>					
	Total Revenue:	153,576.07	499,229.59	2,369,989.00	1,870,759.41

Account Number	Account Title	2013-13 Current Period Actual	Actual YTD	Annual Budget	Annual Budget Remaining
Total Expenditure:		49,884.81	245,624.28	2,369,980.00	2,124,355.72
Net Total SEWER FUND:		103,691.26	253,605.31	9.00	-253,596.31
<b>LID #2006-1 WWTP FUND</b>					
Total Revenue:		2,746,299.20	8,869,205.94	2,111,200.00	-6,758,005.94
Total Expenditure:		4,225,795.38	9,784,961.40	2,111,200.00	-7,673,761.40
Net Total LID #2006-1 WWTP FUND:		-1,479,496.18	-915,755.46	.00	915,755.46
<b>PRESSURE IRRIGATION FUND</b>					
Total Revenue:		4,829.29	28,057.92	768,682.00	740,624.08
Total Expenditure:		10,873.19	70,991.11	768,687.00	697,695.89
Net Total PRESSURE IRRIGATION FUND:		-6,043.90	-42,933.19	-5.00	42,928.19
<b>SOLID WASTE FUND</b>					
Total Revenue:		110,110.82	330,399.87	1,302,516.00	972,116.13
Total Expenditure:		54,061.46	277,611.85	1,302,504.00	1,024,892.15
Net Total SOLID WASTE FUND:		56,049.36	52,788.02	12.00	-52,776.02
Net Grand Totals:		-1,373,316.33	-983,772.11	16.24	983,788.35

Account Number	Account Title	2013-13 Current Period Actual	Actual YTD	Annual Budget	Annual Budget Remaining
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Report Criteria:  
 Accounts to include: With balances or activity  
 Print Fund Titles  
 Total by Fund  
 All Segments Tested for Total Breaks  
 [Report].Account Number = {>=} "014000" {AND} {<=} "016505", {>=} "034161" {AND} {<=} "036505", {>=} "054173" {AND} {<=} "056400", {>=} "064162" {AND} {<=} "066505", {>=} "194173" {AND} {<=} "196505", {>=} "204164" {AND} {<=} "206505", {>=} "214164" {AND} {<=} "216505", {>=} "224173" {AND} {<=} "226505", {>=} "254173" {AND} {<=} "256505", {>=} "264173" {AND} {<=} "267000"

CITY OF KUNA  
COMBINED CASH INVESTMENT  
DECEMBER 31, 2012

COMBINED CASH ACCOUNTS

99-1002	CASH IN BANK /BOT CASCADES	(	21,658.96)
99-1004	CASH-US BANK	(	991.12)
99-1010	CASH CLEARING		.00
99-1020	CASH-BOTC-STATE POOL MMKT 2021		.00
99-1021	CASH-BOTC-LID MMKT 2048	(	.01)
99-1030	CASH-LGIP ACCOUNT		2,490,266.72
99-1040	CASH - US BANK GENERAL CKNG		2,349,619.57
99-1041	CASH - US BANK PAYROLL CKNG	(	21,496.85)
99-1070	RETURNED CHECK CLEARING	(	35.00)
99-1075	UTILITY CASH CLEARING		3,634.71
	TOTAL COMBINED CASH		4,799,339.06
99-2000	ACCOUNTS PAYABLE		.00
99-1000	CASH ALLOCATED TO OTHER FUNDS	(	4,799,339.06)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		248,960.99
3	ALLOCATION TO GRANT FUND		.00
5	ALLOCATION TO LATE COMERS FEE FUND		106,643.53
6	ALLOCATION TO JUVENILE JUSTICE FUND	(	102.01)
19	ALLOCATION TO WELL MITIGATION FUND		250,506.64
20	ALLOCATION TO WATER FUND		1,573,876.36
21	ALLOCATION TO SEWER FUND		1,651,360.60
22	ALLOCATION TO LID #2006-1 WWTP FUND		241,228.48
25	ALLOCATION TO PRESSURE IRRIGATION FUND		609,454.33
26	ALLOCATION TO SOLID WASTE FUND		117,410.14
	TOTAL ALLOCATIONS TO OTHER FUNDS		4,799,339.06
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(	4,799,339.06)

ZERO PROOF IF ALLOCATIONS BALANCE .00



**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:** 2013 Irrigation Assessments

**DATE:** January 9, 2013

**REQUEST: Adopt Irrigation Assessment Resolution.  
Accept Assessment Roll**

The State Code requires that by the second Wednesday of February, the City Council shall make an estimate of the irrigation expenses for the coming season and apportion the same to the benefitting properties.

The State Code authorizes cities to establish municipal irrigation systems or districts, in which cities may take delivery of irrigation water (in the same manner as if they were a farmer) and distribute it to their citizens for landscape irrigation purposes. The process pools all the water rights for all the property served by the municipal irrigation district, and for delivery and payment purposes, treats the City as if it was a single “farmer” for that land. The State Code also directs in detail the manner in which assessments are to be established for benefitted lands.

The setting of assessments is an annual process that involves the following essential requirements:

1. Preparation of an assessment roll;
2. Preparation of an estimate of costs;
3. Development of a uniform method of distributing costs to benefitted lands according to the benefit derived by a parcel;
4. Providing of notice of assessment; and
5. Providing an opportunity for objections to assessments to be heard.

The attached resolution fulfills the essential requirements of State Law and continues, with some modification, the assessment methodology adopted in 2012. Of particular note are the paragraphs describing the uniform method of assessment. A purely flat rate of assessment, without any regard to property area, may not be “uniform” in that it gives no consideration to the greater benefit derived by a larger parcel compared to a smaller one. In a similar manner, an assessment method proportioned solely on parcel size fails to account for costs that are not proportional to property size.

The assessment method employed in the resolution mixes both approaches by assigning a flat rate to all parcels 10,000 SF in size or less and a surcharge based on property area to parcels exceeding 10,000 SF in size. The attached resolution assumes the excess area is charged at the rate of \$2/1,000 SF but Council would have the latitude of amending the resolution and altering rates according to their own findings. Also included is an analogous assessment method governing properties served by gravity irrigation. The attached resolution is structured largely as the 2012 Resolution with the following items of note:

1. Paragraph IV.E is retained which allows a 50% reduction in connection fees for parcels in older areas of town to encourage their conversion from the use of potable water for irrigation to the use of pressurized surface water. The allowance expires in 2015.
2. Paragraph V.G is amended for calculating assessments on vacant lots. It relies on a flat-rate assessment of \$13 for each buildable lot one acre in size or less. Larger vacant lots are assessed as gravity irrigation land. Paragraphs V.D and V.E provide that if a vacant lot obtains a building permit after the setting of assessments, it will be charged a "full-year" or "partial-year" assessment as applicable. The result of this paragraph is to shift costs from the vacant parcels to occupied parcels but does not reduce overall costs. This change in philosophy is an attempt to uniformly apply to all vacant lots representations in the 2012 settlement agreement with Paul Beckman.
3. A new Section VI provides for payment of annual assessments in monthly increments for the majority of accounts. The enforcement of payment would be through the monthly potable water shut-off (as the City used to do), to eliminate or reduce the annual back-yard shut-off practice and to flatten out payment of the annual assessment. After consultation with the City Attorney, it is recommended that this season's assessment is spread out over 6 months and subsequent year's over 12 months.

The assessment rates adopted in 2012 are adjusted for 2013 to cover the projected costs and to account for the shift in costs from paragraph V.G. The resolution also adopts anew, the pressure irrigation connection fees and miscellaneous charges from the previous year.

## **EXPENSES**

One of the key responsibilities of the assessment process is to estimate expenses for the 2013 irrigation season and include the same in the fee resolution in Section II. The attached table is to show the comparison of the expenses between the 2012 and 2013.

For 2012, the net estimated expenses for purposes of assessment were \$433,200 compared to net estimated expenses of \$468,156. No expenditures are included from contingency account or for capital expenditures related to system expansion - which is funded by connection fees. The attention of Council is directed toward differences year-to-year in some of the expenditures:

1. Power Costs: Actual expenses in 2012 exceeded the estimate of expenses by approximately \$10,200 and are reflected in the proposed power cost estimate for 2013.
2. Water Rental: Water rental costs from Boise-Kuna and New York Irrigation Districts were \$9,500 less than expected for 2012. At the time of the 2012 assessment, the city was in active and difficult negotiations with NYID and the amount of the assessment to be expected from them was not accurately known.
3. Labor Costs: The 2013 labor costs reflect the 5% salary adjustment over 2012 wage rates, or approximately \$5,700.
4. Other Operational Costs: 2013 budgeted operational costs are \$122,200 compared to actual 2012

costs of \$103,100. Please note that the 2013 estimate for assessment purposes is almost the same as the 2012 actual costs – which may not provide a prudent margin of safety. Nonetheless, the 2013 estimate of costs exceeds 2012 by \$10,000.

5. Major Component Replacement: This item includes repair and replacement of major system components such as pumps, motors, VFDs, electronic filters and fittings. The actual annual cost of this item is highly variable but is budgeted to be adequate for most years. Repair or replacement of smaller system components are provided under Other Operational Costs. The 2013 increase over 2012 is \$3,100.
6. Equipment Costs: This item includes the Pressure Irrigation Fund's share of large ticket pieces of equipment, an item established at budget time and which varies from year-to-year. Smaller tools are provided under Other Operational Costs. The 2013 increase over 2012 is \$2,700.
7. Adjustments by Council: In the 2012 Board(s) of Correction, Council authorized staff to write off a significant portion of assessments to Paul Beckman, White Barn Apartments and others. When adjustments are made at that late date, it is impractical to redo the assessments to cover adjustments and so it appears here as an estimated expense. Going forward, staff would hope significant adjustments are avoided. The 2013 estimated expense is identical to 2012 estimate but substantially less than the adjustments actually approved in 2012.
8. Delinquent Assessment Payments: The Idaho State Code allows the City to expense up to 10% of its total assessment for delinquent payments – in other words payments not made in the year in which the assessment was made. In 2010, the delinquencies exceeded \$65,000 and Council expensed \$36,000 to cover delinquencies for 2011. In 2011 it was concluded the amount of delinquencies was not sustainable and so the City commenced spring season shut-offs of PI, as required in state code. The result was a dramatic reduction in delinquencies for 2011 and 2012 and a corresponding increase in redemptions. Estimated delinquencies appear as an expense and estimated redemptions appear as a credit.
9. Potable Pumping Cost: When irrigation demand exceeds the ability of the PI system to deliver water, potable water is used to make up the difference. In 2012, the potable system provided 175 million gallons out of its total production of 653 million gallons to the PI system. The pumping cost is simply the PI system's pro rata share of the cost of electricity to pump the water. The 2013 estimated expense is identical to 2012 actual expense but exceeds the 2012 estimate for assessment purposes by \$5,500.
10. Potable Chemical Cost: The chemical cost is simply the PI system's pro rata share of the cost of chemical added to the portion of potable water diverted to the PI system. The 2013 estimated expense is identical to 2012 actual expense but exceeds the 2012 estimate for assessment purposes by \$2,200.
11. Redemptions: When delinquent assessments of prior years are paid, together with penalties and interest, the amount is a credit against expenses for the year in which it is paid. Redemptions of delinquencies collected in 2011 and 2012 were inordinately high but are estimated to be substantially lower in 2013 – hence the credit is lower.

## SCHEDULE

The Idaho Code requires that a proposed assessment roll be in the clerk's office on or before the fourth Monday of January. It also requires that assessments are officially adopted by Council on or before the second Wednesday of February, but we have tried to adopt assessments in January so that they are available in the regular February 1<sup>st</sup> billing. Payment is due and payable April 1<sup>st</sup> and is also the earliest date on which shut-off may commence. If unpaid, the assessment becomes delinquent July 1<sup>st</sup>, with a lien recorded against the property by the 4<sup>th</sup> Monday in July.

City staff are considering and proposing three significant changes to the assessment process in this calendar year, as follows:

1. Process the assessment roll and assessment resolution for the 2014 irrigation season in November 2013. This proposed schedule change fits better with the assessment schedules of the underlying irrigation districts and more comfortably allows the City to create a level pay system.
2. Convert the annual assessment payment to a monthly level pay system for most accounts. It will, of necessity, require a couple of seasons to get this fully implemented but staff thinks a significant number of people struggle with the single annual payment approach and would be helped by this change.
3. Mostly end the over-the-fence spring PI shut-off by incorporating it into the monthly potable water shut-off as the City used to do it. The over-the-fence shut-off has proven offensive to property owners, dangerous to staff and directly conflicts with the labor demands of starting up the irrigation system in the spring.

The City Engineer and the City Attorney, in consultation with the Mayor, have prepared implementing legislation to accomplish this, with the intent of complying with State Code and preserving the City's rights under the code. The implementing legislation is included partly in a City Code amendment and partly in the assessment resolution.

### **BOARD OF CORRECTION**

The Idaho Code requires a Board of Correction is convened on or before March 20<sup>th</sup> of each year. The Mayor and Council are designated as the Board. The proposed resolution sets March 19<sup>th</sup>, 2012 at 5:30 pm in City Hall as the date for the meeting of the Board. The purpose of the Board is to hear objections to individual assessments and make corrections as appropriate.

### **ANNUAL ASSESSMENTS**

For 2012 the annual assessment for pressure irrigation for the typical residential lot less than 10,000 SF in area was \$89.00. With the change in handling vacant lots, increases in costs and reduction in credits, the annual assessment for 2013 would be \$93.50 for a typical residential lot. The present gravity irrigation assessment for the typical residential lot less than 10,000 SF in area is \$33.00. With the aforementioned changes the 2013 gravity assessment would be \$34.00.

### **DELIBERATIONS**

This information is provided to Council so that they may examine the projections, consider options, confer with staff, and ultimately make an informed decision. If absolutely necessary, Council can delay actually setting the assessments until the first meeting in February. The 2013 assessment roll lists 4,248 occupied lots with pressure irrigation, 338 lots with gravity irrigation, 596 vacant lots with pressure irrigation available and 116 special accounts (like HOA lots) - for a total assessed lots of 5,298.

It may be helpful to address the adoption of the assessment resolution in the following ordered manner:

1. Review and tentatively concur with the proposed expenditures or amend the proposal as appropriate.
2. Review and tentatively concur with the proposed assessment formulas or amend the proposals as appropriate.
3. Review and tentatively concur with the proposed Board of Correction schedule or amend the proposal as appropriate.

4. Review and tentatively concur with the proposed Customer Billing section or amend the proposal as appropriate. **It should be noted that the billing section cannot be in effect until the City Code amendment is approved.**

6. Adopt the resolution as amended and direct staff to prepare a clean version consistent with Council's intent for signature.

Enclosures

## PROJECTED IRRIGATION EXPENSES

Account	Item	2012 Season	Last Assessment	2013 Budget	Proposed Assessment
25-6290	Utilities				
	<b>Estimated Power Costs</b>	<b>66,176</b>	<b>56,000</b>	<b>58,000</b>	<b>66,200</b>
25-6116	Irrigation / Water Costs				
	<b>BK Water Rental</b>	68,909		69,000	
	<b>NY Water Rental</b>	6,912		7,500	
		<b>75,821</b>	<b>86,600</b>	<b>76,500</b>	<b>76,500</b>
	Wages and Benefits				
	<b>Wages and Benefits</b>	<b>138,647</b>	<b>115,900</b>	<b>121,538</b>	<b>121,538</b>
25-6025	Janitorial	161		974	
25-6050	Contract Labor	0		1,000	
25-6052	Contract Services	5,993		4,693	
25-6054	Credit Card Processing Fees	0		0	
25-6065	Dig Line Expenses	162		500	
25-6075	Dues and Memberships	127		149	
25-6115	M&R / Gravity System	0		1,000	
25-6125	Legal Publications	2,012		1,900	
25-6130	Liability and Property Insurance	2,843		3,074	
25-6131	Insurance Claims Paid	0		100	
25-6140	M&R / Bldgs and Grounds	705		3,000	
25-6142	M&R / Equipment	4,048		4,500	
25-6150	M&R / PI System	53,264		50,000	
25-6160	Miscellaneous Expense	68		1,000	
25-6165	Office Supplies	372		750	
25-6175	Small Tools	9,607		6,716	
25-6190	Postage & Billing	2,247		8,390	
25-6202	Professional Services	9,480		14,708	
25-6211	Rent - Building & Land	5,289		6,406	
25-6212	Rent - Equipment	298		800	
25-6230	Safety Training & Equipment	805		750	
25-6255	Telephone	1,151		3,274	
25-6265	Training & Schooling	20		500	
25-6270	Travel Expenses	0		200	
25-6285	Uniforms	564		750	
25-6300	Fuel	1,372		3,100	
25-6305	M&R / Vehicle	216		1,250	
25-6505	Bank Fees	2,315		2,613	
25-6500	Cash Over / Short	0		100	
	<b>Other Operational Costs</b>	<b>103,119</b>	<b>95,000</b>	<b>122,197</b>	<b>105,000</b>
	Replace Pumps Motors & Equipment				
	<b>Component Replacement Costs</b>	<b>14,459</b>	<b>35,000</b>	<b>38,110</b>	<b>38,110</b>

## PROJECTED IRRIGATION EXPENSES

IT Project				1,068	
Aerial Photos				1,200	
Total Station				640	
PI Crossing of Ash St				20,000	
<b>Equipment Costs</b>	<b>11,454</b>	<b>20,200</b>		<b>22,908</b>	<b>22,908</b>
<b>Interest and Retirement of Debt</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>
<b>Unpaid and Delinquent Assessments</b>					
2010 Delinquencies	1,992			1,992	
2011 Delinquencies	3,077			3,077	
2012 Delinquencies	7,566			7,566	
	<b>12,635</b>	<b>16,500</b>		<b>12,635</b>	<b>12,600</b>
<b>Adjustments by Council</b>					
Beckman Adjustment	13,452				
White Barn Apt. - Combined Dwellings	2,403				
Cherry Lane - Combined Lots	89				
SR Jenkins - Combined Lots	88				
School Dist. - Combined Lots	89				
	<b>16,121</b>	<b>2,000</b>			<b>2,000</b>
<b>Power Cost for Potable Water</b>	<b>23,324</b>				
	<b>23,324</b>	<b>18,000</b>		<b>6,113</b>	<b>23,500</b>
<b>Chemical Cost for Potable Water</b>					
AllQuest	4,617				
Chlorine	2,583				
	<b>7,200</b>	<b>5,000</b>		<b>1,887</b>	<b>7,200</b>
<b>Redemptions - Credit</b>					
From 2009	7795				
From 2010	9,314			1,900.00	
From 2011	6,406			1,500.00	
From 2012	0			4,000.00	
	<b>-23,515</b>	<b>-17,000</b>		<b>-7,400.00</b>	<b>-7,400</b>
ASSESSMENT FOR 2013				<b>452,488</b>	<b>468,156</b>
ASSESSMENT FOR 2012 (For Comparison)	<b>445,441</b>	<b>433,200</b>			

**City of Kuna, Idaho**  
**Kuna Municipal Irrigation District Assessments and Fees**

**RESOLUTION NO. R1-2013**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR SAID CITY; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2013 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2013 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2013 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2013 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kuna, Idaho has established a Municipal Irrigation System, with all the powers and authorities necessary to operate, maintain, replace and/or extend said System; and

**WHEREAS**, Section 7-5-16 of the Kuna City Code authorizes the City of Kuna, Idaho to charge hook-up fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Municipal Irrigation System; and

**WHEREAS**, Section 7-5-16-1 of the Kuna City Code authorizes the City of Kuna, Idaho to charge irrigation main line fees for new connections within the Municipal Irrigation System limits in accordance with a rate schedule adopted by the City Council; and

**WHEREAS**, Section 7-5-16-2 of the Kuna City Code authorizes the City of Kuna, Idaho to charge “late comers fee” in accordance with a rate schedule adopted by the City Council; and

**WHEREAS**, Section 7-5-16-3 of the Kuna City Code authorizes the City to charge fines and costs for unauthorized connection to the Municipal Irrigation System; and

**WHEREAS**, Section 7-5-6 of the Kuna City Code authorizes the City Council to establish annual irrigation assessments pursuant to Idaho law:

**I. ASSESSMENT ROLL**

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Idaho Code 50-1807,

an assessment book for the Kuna Municipal Irrigation District was filed in the office of City Clerk on January 15, 2013, and by this action, Mayor and Council of said City duly receive, make corrections and accept the same.

## **II. ESTIMATE OF EXPENSES**

**BE IT FURTHER RESOLVED** the estimated expenses or the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said City's irrigation system for the 2013 irrigation season, and which shall be allocated in proportion to the benefits received to the properties in said assessment book, are as follows:

Estimated Power Costs	\$ 66,200
BK Irrigation Water Rental (1,528 Ac)	\$ 69,000
NY Irrigation Water Rental (278 Ac)	\$ 7,500
Wages and Benefits	\$121,538
Other Operational Costs	\$105,000
Equipment Costs	\$ 38,110
System Improvements	\$ 22,908
Interest and Retirement of Debt	\$ -
Unpaid and Delinquent Assessments	\$ 12,600
Adjustments by Council	\$ 2,000
Potable Power Cost (175 MG)	\$ 23,500
Potable Chemical Cost (175 MG)	\$ 7,200
Redemptions - Credit	(\$ 7,400)
<b>TOTAL ESTIMATED EXPENSES</b>	<b><u>\$468,156</u></b>

By this action, Mayor and Council duly receive and accept the same.

## **III. BOARD OF CORRECTION**

**BE IT FURTHER RESOLVED** the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 19<sup>th</sup>, 2013 at 5:30 P.M. at the Kuna City Hall, 763 W. Avalon, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may

submit a protest in writing any time up to 3:00 P.M. March 19<sup>th</sup>, 2013.

#### **IV. IRRIGATION CONNECTION FEES**

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

**A) Irrigation Main Fees:** Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths cents (\$.089) per square foot for area exceeding ten thousand square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths cents (\$.089) per square foot for landscaped area exceeding seven thousand square feet.

**B) Irrigation Supply Fee:** Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to ten thousand square feet in total area plus ~~eighteen~~ **twelve and nine tenths** cents (~~\$.18129~~) per square foot for area exceeding ten thousand square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus ~~eighteen~~ **twelve and nine tenths** cents (~~\$.18129~~) per square foot for landscaped area exceeding seven thousand square feet.

**C) Irrigation Service Fees:** Each irrigation service shall be assessed charges for completing services and connections in accordance with the following schedule:

3/4"	Service	\$ 150/ea
1"	Service	\$ 200/ea
1 1/2"	Service	\$ 250/ea
2"	Service	\$ 300/ea
3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R26-2008
Full Street Asphalt Patch		See Resolution R26-2008

D) **Previous Connections:** In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only.

E) **Conversion To Pressure Irrigation:** In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation District, and subsequently desires to connect to the pressurized system, the applicable connection fees are 50% of the full amount chargeable per paragraphs A through C above. After January 17, 2015, the connection fees shall return to the full amount chargeable per paragraphs A through C above.

F) **Capital Improvements Fund:** All funds collected from connection fees (Irrigation Main, Irrigation Supply) may be used only for initial construction or replacement of Irrigation System Facilities.

## V. **IRRIGATION ASSESSMENTS**

**BE IT FURTHER RESOLVED** the City hereby establishes a uniform method of allocating assessments, determined as follows:

A. **Pressurized Irrigation Service** - Each parcel or lot receiving pressurized irrigation service shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. **Assessment Expense** - All accounts shall be assessed four dollars (\$4.00) per account to defray the cost of preparing, mailing and collecting the

assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of forty-seven dollars (\$47.00) per acre, but with a minimum assessment per account of forty-one dollars and no cents (\$41.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with pressure irrigation service shall be assessed annually forty ~~four~~eight dollars and ~~ne~~fifty cents (~~\$44.00~~48.50) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be two dollars (\$2.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

B. **Gravity Assessment** - Each parcel or lot receiving gravity irrigation service from the Municipal Irrigation System shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. **Assessment Expense** - All accounts shall be assessed four dollars (\$4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of forty-seven dollars (\$47.00) per acre, but with a minimum assessment per account of twelve dollars (\$12.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with gravity irrigation service shall be assessed at the rate of ~~seventeen~~eighteen dollars (~~\$17.00~~18.00) per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be two dollars (\$2.00) per acre for the portion of the property exceeding one acre in area.

C. **Assessments Due** – Assessments are due and payable on April 1<sup>st</sup> or the first

business day thereafter.

**D. Partial Year Assessment** – For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10<sup>th</sup> to October 10<sup>th</sup>. For initial connections made during the course of the irrigation season (such as properties newly annexed into the municipal irrigation system), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Pressurization Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.

**E. Full Year Assessment** – Initial connections made before the commencement of the irrigation season (before April 10<sup>th</sup>) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual assessment roll.

**F. Dual Assessment** – In the event a parcel receives an assessment from Kuna Municipal Irrigation District, and also receives and pays an assessment from the property's underlying irrigation district for the same irrigation season, the amount paid to the underlying irrigation district shall be credited to the account with Kuna Municipal Irrigation District. This policy presumes the city does not receive an assessment from the underlying irrigation district for the same parcel.

**G. Vacant Lot Assessment** – A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed thirteen dollars (\$13.00) per buildable parcel in the same manner as a parcel or lot receiving gravity irrigation service from the Municipal Irrigation System. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a “partial year” or “full year” assessment, as defined above, with credit given for the vacant lot assessment already paid.

## **VI. CUSTOMER BILLING:**

A. Annual Billings – All irrigation accounts which do not also have a potable water account shall be billed annually, with monthly reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code.

B. Monthly Billings – Each residential or commercial property that is served by potable water that also has a municipal irrigation account shall be billed for the annual irrigation assessment, as part of their municipal utilities billing statement, in equal monthly installments until paid in full, and be subject to shut-off of the potable water service in addition to other statutory remedies if the monthly payments are delinquent as provided in Kuna City Code.

C. Opt Out Provision - A municipal irrigation account holder may opt out of the monthly billing program at their option, and be billed for the annual irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a form to be mailed out to all municipal irrigation/potable water account holders informing them of their option of opting out of the monthly billing program and providing for a check box on the form indicating their desire to opt out of the program and the address where the form is to be returned to the City.

D. Monthly Rates – The monthly installments for payment of the 2013 annual irrigation assessment shall be six (6) equal installments. **After retirement of the 2013 annual irrigation assessment, the montly installments shall continue until altered by the 2014 annual irrigation assessment resolution, but the monies collected shall be credited toward the 2014 annual irrigation assessment.**

## **VII. CUSTOMER SERVICE CHARGES:**

**A. New Service Accounts** - Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars (\$5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as “Partial Year Assessments” and prorated from the date of the request. Adjustments to the expense

of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.

**B. Delinquencies** – All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

**C. Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required prior to excavation by any party. Line locations without forty-eight (48) hours notice will be billed to the requesting party at the rate ten dollars (\$10.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

**D. Re-connect Fee** – A re-connect fee of fifteen dollars (\$15.00), or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall be applied separately for each request and must be paid before reconnection can occur.

**E. Tampering Fee** – A tampering fee of thirty-five dollars (\$35.00), or as subsequently adopted by resolution of City Council, shall be charged to any account reconnecting service without authorization following disconnection for non-payment of assessments. This fee shall be applied separately for each unauthorized reconnection and must be paid before reconnection can occur.

## **VII. WATER ALLOTMENT**

**BE IT FURTHER RESOLVED**, that no lot or parcel is entitled to receive delivery of a quantity of water which exceeds the allotment of water provided for that parcel by the underlying irrigation district holding the water right in trust. It is hereby declared to be in the public's best interest that water be used efficiently for its intended irrigation purpose, that a property's use of the irrigation system not impose an unauthorized over-spray or drainage burden on adjacent property and that such unauthorized use or any other misuse or wanton wasting of the same shall be due cause for disconnecting the offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment. It is further declared, delivery of water through the pressure or gravity systems ceases when deliveries end by the underlying irrigation district.

**VIII. REPEAL OF EXISTING FEES AND POLICIES**

**BE IT FURTHER RESOLVED**, that the connection fees and other charges ~~are~~ established herein ~~and~~ are effective beginning January 15, 2013; prior similar fees and policies established by earlier resolution(s) are hereby repealed.

**IX. SEVERABILITY CLAUSE**

**BE IT FURTHER RESOLVED**, that the sections of this Resolution are severable. The invalidity of a section shall not affect the validity of the remaining sections.

**X. EFFECTIVE DATE**

**BE IT FURTHER RESOLVED**, that this resolution shall become effective upon passage by the Kuna City Council.

**PASSED BY THE COUNCIL** of the City of Kuna, this 15th day of January, 2013.

**APPROVED BY THE MAYOR** of the City of Kuna, this 15th day of January, 2013.

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W. Greg Nelson, Mayor

ATTEST:

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Brenda S. Bingham, City Clerk

**ORDINANCE NO. 2006-02A**

**AN ORDINANCE AMENDING ORDINANCE 2006-02 OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF CALICO CREEK SUBDIVISION NO. 2 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

Calico Creek Subdivision No. 2 – Book 93, Pages 11218-11220, Map Exhibit A

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

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

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

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

DATED this 15th day of January 2013.

ATTEST:

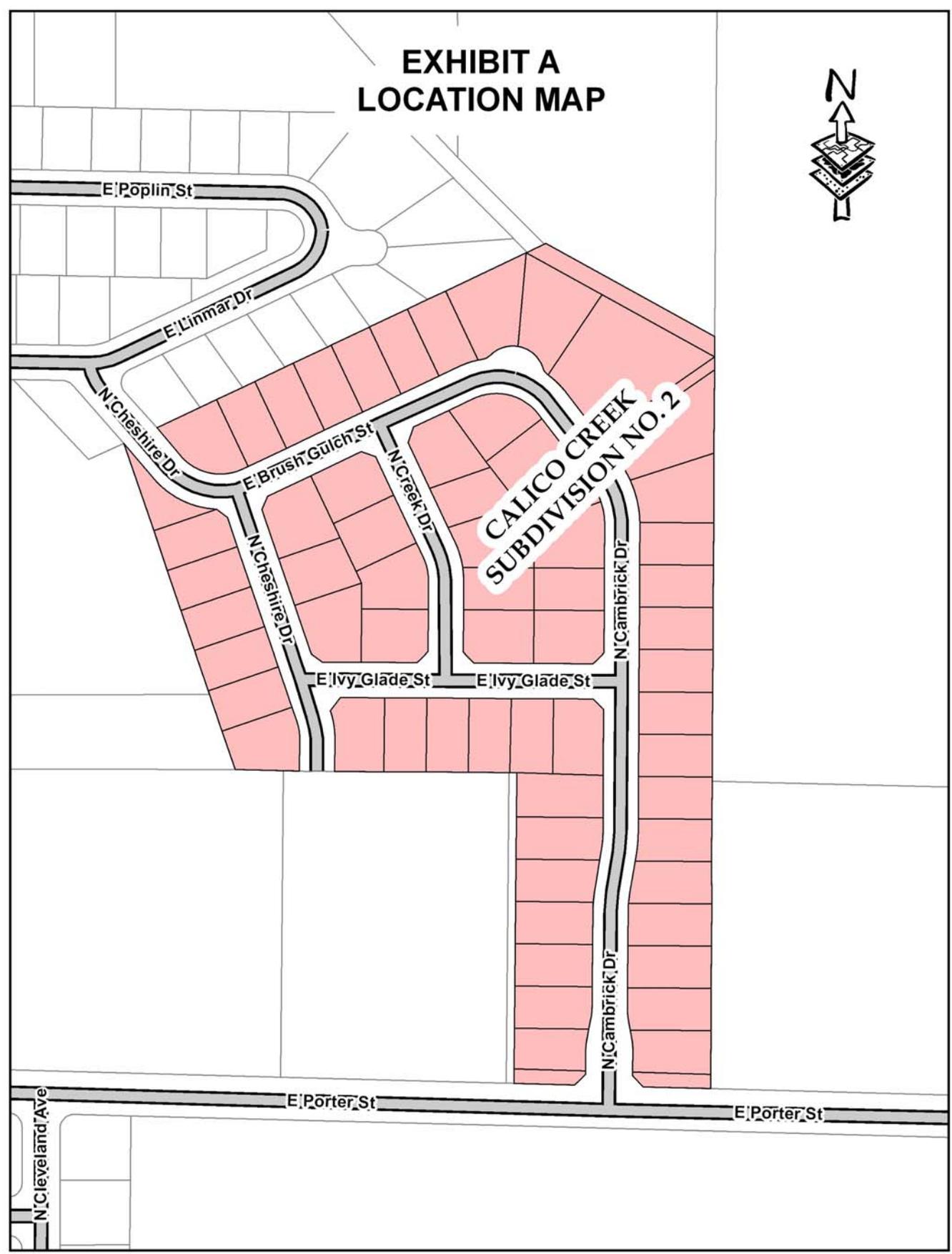
CITY OF KUNA, Ada County, Idaho

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W. Greg Nelson, Mayor

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Brenda Bingham, City Clerk





ORDINANCE NUMBER 2013-01 \_\_\_\_\_

AN ORDINANCE AMENDING THE KUNA CITY **TAXICAB** ORDINANCE **NUMBER 2011-02** **SETTING FORTH CHANGES IN** CERTAIN DEFINITIONS RELATED TO **TAXICABS**; **REQUIREMENTS FOR** A BUSINESS LICENSE, **ESTABLISHING** THE APPLICATION AND **SETTING FORTH** THE QUALIFICATIONS; **ESTABLISHING** LAND USE PROVISIONS; **REQUIRING** INSURANCE; **ESTABLISHING** LICENSE FEES AND RESTRICTIONS ON **TRANSFERS**; **REQUIRING** A VEHICLE INSPECTION; **ESTABLISHING** COLOR SCHEME, NAME AND NUMBERS FOR **TAXICABS**; **ALLOWING TAXICABS** LICENSED IN OTHER MUNICIPALITIES TO OPERATE IN KUNA; **REQUIRING** RATE CARDS TO BE POSTED; **SETTING FORTH** UNLAWFUL PRACTICES; **REQUIRING** DAILY RECORDS TO BE KEPT; **REQUIRING** THAT EACH DRIVER HAVE A **TAXICAB** DRIVER'S LICENSE AND **SETTING FORTH** DRIVER'S APPLICATION AND QUALIFICATION REQUIREMENTS; **QUALIFYING** DUTIES OF **TAXICAB** DRIVER; **PROVIDING** LICENSE LIMITATIONS OR RESTRICTIONS; **PROVIDING** BASIS FOR DENIAL, **TEMPORARY-SUSPENSION** AND REVOCATION OF A LICENSE; **SETTING FORTH** PENALTIES; **AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, it is matter of public safety and in the best interest of the City of Kuna to ~~amend~~ **adopt** Chapter 7 Title 3 business code; and

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

**Ordinance Section 1:** Title 3 Chapter 7 titled, "**TAXICAB** REGULATIONS" is ~~amended as~~ follows:

CHAPTER 7

**TAXICAB REGULATIONS**

**SECTIONS:**

- 3-7-1: Definitions
- 3-7-2: ~~Taxicab Vehicle Business~~-License Required; Applications and Qualifications
- 3-7-3: Insurance
- 3-7-4: Land Use Provisions
- 3-7-5: License Fees
- 3-7-6: License Transfers
- 3-7-7: Vehicle Inspection
- 3-7-8: Approved Color Scheme, Name and Number
- 3-7-9: Vehicles Licensed Elsewhere
- 3-7-10: Unlawful Charges

3-7-11:Fare Rate

3-7-12:Unlawful Practices

3-7-13:Daily Record

3-7-14:Taxicab Driver's License

3-7-15:Driver's Application and Qualifications

3-7-16:Duties of Taxicab Driver

3-7-17:License Limitation or Restrictions

3-7-18:Denial, Temporary Suspension and Revocation of a License

3-7-19:Penalty

### 3-7-1: DEFINITIONS:

For the purposes of this Chapter, the following terms, phrases, words and definitions shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are always mandatory and not merely discretionary.

A. *APPLICANT*: A person making application for a City license, or the renewal thereof:

1. To own or lease and maintain a Taxicab, (Taxicab Vehicle License) or
2. To operate or drive a Taxicab (Taxicab Driver's License).

B. *DRIVER*: Any person who drives or who is in actual physical control of any motor vehicle that is operated on a public roadway and used as a Taxicab and qualified to transport passengers.

C. *FARE*: Remuneration in exchange for transporting a ~~person or~~ passenger or passengers in a Taxicab. pursuant to a taxicab license. The fare may be fixed or based upon a rate card that is relied upon for trip fee basis. Fare discounts may be applied to the calculated fare as pre-arranged by the Taxicab operator and the ~~if~~ customer, which can result in a charge lower than the calculated fare, but, never higher.

D. *FOR HIRE*: To engage the services of a Taxicab which provides transportation in exchange for any fare or fee, or where donations are accepted and provide a source of income to the Taxicab business.

E. *HABITUAL USE*: ~~Formed or acquired by continual use; fixed as a habit.~~

E. *IN SERVICE*: ~~A taxicab that is in use on the city streets or alleyways, with a driver, and available for the transportation of passengers or parcels for hire.~~

~~F.~~ *INSURANCE*: An automobile liability policy for each licensed vehicle in the amount designated within this chapter, combined single limits written by an insurer authorized by the State of Idaho to write insurance policies, and continuously in force for the full term of each vehicle license with the City as an additional named insured.

F. *LICENSEE*: A person having a City license in full force and effect issued hereunder for:  
 1. Owning or leasing and maintaining a Taxicab, or  
 2. Operating and driving a Taxicab.

~~GH.~~ *ORDERLY PERSON*: ~~A person who is not a threat to themselves or others.~~

~~I.~~ *PERSON*: ~~Any person, firm, partnership, association, corporation, company, or any organization of any kind.~~

~~J.~~ *RATE CARD*: A card or display in each Taxicab which contains the rate of the fare ~~then~~ in force.

~~HK.~~ *TAXITAXICAB*: ~~Any motor vehicle available for hire that is with at least a front and rear seat, capable of carrying one (1) 3 or or more passengers, which operates regularly engaged in the business of carrying passengers between points and over such route as may be directed by a passenger and that is available for hails or through a dispatch services.~~

~~I.~~ *TAXICAB DRIVER'S LICENSE*: ~~A license issued by the City of Kuna to operate a Taxicab upon the roadways in the City of Kuna or any other jurisdiction where permitted by law.~~

~~J.~~ *TAXICAB LICENSEE*: ~~A person possessing either a Taxicab Vehicle License or a Taxicab Driver's License, as provided for in this Chapter.~~

~~K.~~ *TAXICAB VEHICLE LICENSE*: ~~A license issued by the City of Kuna to operate a Taxicab business in the City of Kuna or any other jurisdiction where permitted by law, for hire to locations directed by a passenger, available for hails, not subject to prearranged appointments and operating outside of fixed routes.~~

~~L.~~ *WAITING TIME*: The time when a Taxicab is not in motion, beginning with the time of arrival at the place the Taxicab has been called, or the time when the Taxicab is standing or waiting at the direction of the passenger.

3-7-2: **TAXITAXICAB VEHICLE BUSINESS LICENSE REQUIRED; APPLICATION AND QUALIFICATIONS**

- A. It shall be unlawful for any person or entity to conduct, operate, or maintain, or to participate in the conduct, operation, or maintenance of, a ~~taxi~~Taxicab within the City unless a valid Taxicab Vehicle License has been issued, ~~or excepted,~~ as herein provided, and which is in full force and effect.
- B. Application for a Taxicab Vehicle License shall be made to the City Clerk office on a form and ~~in a in such~~ manner as ~~may be~~ prescribed by the City. The application shall include the name and address of the applicant, and if a partnership, the names and addresses of each partner, and if a corporation or association, the names and addresses of the principal stockholders; the name of the operating manager; a statement of the number of vehicles to be operated, an active telephone number, and other information as may be required. In addition, ~~t~~The City Clerk shall require ~~is authorized to request~~ criminal history checks for all applicants. The criminal history records shall be kept confidential.
- C. No person shall be issued a license to own, lease, or maintain a Taxicab Vehicle License ~~taxicab if~~ ~~when~~ that person:
1. ~~is~~ under the age of eighteen (18) years;
  2. ~~is~~ not the bona fide owner or lessee of such ~~taxi~~Taxicab;
  3. Has had a Taxicab Vehicle License or Taxicab Driver's License ~~taxicab license~~ revoked by this City or another licensing public entity within the preceding five (5) years;
- D. The qualification requirements for the applicant shall also apply to each partner of a partnership application and to each incumbent officer, director, or member of the governing board of a corporation or association application.
- E. A Taxicab Licensee ~~taxicab license shall not be issued to a person who, at the time of application for renewal of a license issued hereunder would not be eligible or qualified for such a license. The licensee~~ must continue to meet all the qualification and eligibility requirements of this Chapter throughout the license period or the license will be subject to suspension ~~and or~~ revocation, pursuant to KCC 3-7-18, as identified in KCC 3-1-24.
- F. The applicant must maintain a telephone number which is accessible during the hours the Taxicab is in operation, and their telephone number must be on file with the City Clerk's office. The telephone number may be connected to an answering or dispatch service.
- G. If the applicant meets all of this Chapter's qualifications and eligibility requirements, the City Clerk's office shall ~~place the matter before the City Council, who at their next available hearing, will hear the matter and~~ issue a Taxicab Vehicle License if the requirements of this Chapter have been met.

### 3-7-3: INSURANCE

- A. ~~All Taxicabs operating within the city limits, whether licensed in Kuna or another jurisdiction, Each taxicab vehicle operating within the City~~ shall be continuously insured under a motor vehicle liability policy of insurance, issued by an insurance carrier duly authorized to do business in the State of Idaho, which provides coverage in the amount of \$500,000.00 general liability, combined single limits.
- B. Every Taxicab licensee shall tender to the City Clerk's office a certificate of insurance designating the vehicle or vehicles covered and certifying that insurance in the amounts specified herein is in effect. The certificate of insurance shall specify the City of Kuna as an additional named insured. The failure of any licensee to tender such certificate or maintain ongoing valid insurance for all vehicles owned, operating, and licensed within the City of Kuna pursuant to this chapter shall be grounds for revocation or suspension of any and all Taxicab license(s).
- C. ~~No A taxicab~~ license shall not be issued or renewed until a certificate of insurance is provided by a State-authorized insurance agent who certifies the Taxicab is insured as provided in this Chapter.
- D. Every Taxicab licensee shall notify the City Clerk's office of the voluntary or involuntary cancellation of any certificate of insurance on licensed Taxicabs within one business day of cancellation notice. In addition to other prescribed penalties for violations of this Ordinance, failure to notify the City Clerk's office of the cancellation shall be grounds for suspension and revocation of the Taxicab license.

### 3-7-4: LAND USE PROVISIONS

~~A.~~ A Taxicab business operation shall be conducted from a physical location that meets applicable zoning standards. A Taxicab business operation shall not be conducted pursuant to by way of a home occupation permit. A Taxicab operator living within the City of Kuna is allowed to have one (1) vehicle at the ~~if~~ residence that he/she is residing at when the Taxicab is not in use; however, a Taxicab operation cannot be conducted from a City residence or in a City residential zoning district. Taxicabs shall be stored on property zoned for their accommodation. Any parking area established for Taxicab operation, and related storage, shall be subject to the City's design review process prior to its usage. Kuna-based Taxicab dispatch centers shall be subject to the City's zoning standards. The City Clerk's office shall confer with the City planning staff concerning the establishment of Taxicab operations. The planning staff shall provide the applicant forms for reviewing the Taxicab operation. A Taxicab operation that operates contrary to the City's zoning procedures is subject to the City's zonings penalty provisions.

### 3-7-5: LICENSE FEES

- A. The application for a Taxicab Vehicle License ~~to own and/or operate a taxicab vehicle within the City~~ shall be accompanied by a non-refundable license fee in an amount established by the Kuna City Council and listed on the most current City Clerk's office License Fee Schedule. The license fee required herein shall be assessed on or before the date the license is issued and shall cover from the date the license is issued until expiration of the license on April 30 of each year. A renewal of such license shall be issued by the City Clerk's office upon payment of the license fee on or before April 30 of the year for which such renewal is desired.
- B. The application for a Taxicab Driver's License shall be accompanied by a non-refundable license fee in an amount established by the Kuna City Council and listed on the most current City Clerk's office License Fee Schedule. The license required by this Chapter shall expire on April 30 of each year.

### 3-7-6: LICENSE; TRANSFER

- A. No Taxicab Vehicle License ~~issued to own and operate a taxicab vehicle~~ may be transferred or leased, without the prior written approval of the City Clerk's office.
- B. Transfer of a Taxicab Vehicle License from one vehicle to another vehicle shall be accompanied by a transfer fee in an amount established by the Kuna City Council and listed on the most current City Clerk's office License Fee Schedule. Prior to the issuance of a license, the substituting vehicle must be inspected as required by this Chapter; a certificate of insurance and the transferred vehicle's license must be submitted with the application.

### 3-7-7: VEHICLE INSPECTION

The applicant or licensee shall not be issued a Taxicab Vehicle License until the vehicle has been inspected for compliance with the following requirements by a professional mechanic and found to be in acceptable condition. The inspection of a Taxicab shall be made by a City-approved vendor designated by the City Clerk's office.

It shall be unlawful to substitute equipment or parts after the inspection has been conducted unless the substituted equipment or parts are demonstrated to be equal to or better than the equipment or parts being substituted or replaced as evidenced by a receipt from the garage attesting to such fact.

A. *Mechanical:*

1. **TIRES:** Tires must not have cuts, breaks, or show excessive uneven wear. Tire wear bars must not be showing. Tire tread depth shall not be less than two/thirty-seconds (2/32) of an inch of an original tire. The vehicle must have a spare tire, fully inflated of the same size as the other tires, and in the same condition as required above. Tires must all be of the same type and size (either radial or bias).
2. **BODY CONDITION:** The vehicle body must be kept in good condition, free of holes and torn metal, and possess a firmly attached front and a rear bumper. No extensive unrepaired body damage will be allowed. The **Taxicab** shall be completely and properly painted, in conformance with the color scheme submitted by the applicant and approved by the City Clerk's office.
3. **LIGHTS:** Headlights shall be intact and operable on both high and low beam. Tail lights, parking lights, brake lights, top light **(if applicable)**, and signal lights shall be intact and operable. All interior lights shall be operable.
4. **WIPERS:** All windshield wipers shall be in good condition, and operable.
5. **- BRAKES:** Both the parking brake and all four wheel brakes shall be in good condition and functional brake shoes or pads shall meet prescribed safety tolerances. Brake pedal travel shall be no more than two and one half (2 1/2) inches.
6. **STEERING:** There shall not be more than three inches of free play when turning the steering wheel from one side to the other.
7. **EXHAUST SYSTEM:** Mufflers shall be fully functional and be firmly attached to the exhaust and tail pipes. Exhaust pipes shall be firmly attached to the engine, and free of leaks. Tail pipes shall extend fully to the rear of the vehicle. All emission control devices shall be attached and in proper working order.
8. **WINDOWS:** The windshield shall be free of cracks or chips that would otherwise interfere with the driver's vision. Door windows shall be free of cracks and operable as they were intended by the manufacturer.
9. **DOOR HANDLES:** All door handles and latches shall be operable from both the inside and outside of the vehicle and controllable at each door.
10. **SEAT BELTS:** The vehicle shall be equipped with approved seat belts to provide safety to each passenger, and in accordance with Idaho law.
11. **SUSPENSION:** The suspension system shall be maintained so that there are no broken or weak springs, weak or defective shock absorbers, defective ball joints, or other suspension parts.

**B. Appearance:**

1. **ENGINE COMPARTMENT:** The engine compartment shall be kept **free of combustible material and** reasonably clean ~~and free of combustible material~~.
2. **EXTERIOR:** The exterior shall be kept clean and well maintained.
3. **INTERIOR:** The interior shall be kept clean and free of litter. The seats and upholstery shall be kept clean and free of holes and tears.

**C. Inspection and Inspection Fees:**

1. All Taxicabs must be in compliance with either Canyon or Ada County motor vehicle emission regulations, regardless of where the vehicle is registered. The licensee shall provide the Clerk's office with a valid certificate of compliance that will be kept in the vehicle.
2. The inspection required by this section shall be performed prior to the issuance of a Taxicab Vehicle License, and annually thereafter. The required annual inspection shall be completed prior to the beginning of the next renewal period. The requirements of this section shall be maintained according to this timeframe.
3. The vehicle inspection shall be performed at a garage business approved by the City. Any fee associated with the inspection shall be paid for by the applicant or licensee.
4. The City Clerk's office shall be responsible for maintaining a list of businesses eligible for inspections and the basis for eligibility.

### 3-7-8: APPROVED COLOR SCHEME, NAME AND NUMBER

A. The applicant or licensee shall submit a distinctive and uniform color scheme to the City Clerk's office for approval with their application for a Taxicab Vehicle License. The color scheme shall not conflict with or imitate another Taxicab service color scheme, monogram, name, or insignia. The body of each Taxicab shall have, painted upon it, or otherwise permanently affixed to it, by means of a plate or other device approved by the City Clerk's office, the owner's trade name along with the Taxicab number of the vehicle. No lettering ~~The lettering~~ shall not be less than two inches (2") in height. New or repainted vehicles will conform to the approved color scheme, and all vehicles shall display the approved color, trade name, and ~~taxi~~Taxicab number at the time of inspection. Removal of the plate name or any method of affiliation camouflage shall be grounds for license suspension or revocation.

### 3-7-9: VEHICLES LICENSED ELSEWHERE:

A. ~~Taxi~~Taxicab business operating in another City; ~~that desires to~~ desirous of providing point-to-point business service in Kuna must have its their taxi~~taxi~~cab(s) fully-licensed with and in full compliance with the other City's Taxicab licensing laws, and:

1. Provide the City Clerk's office a list of current Taxicab licenses from the originating City that will potentially operate in Kuna.
2. Fill out an application form with the City Clerk's office.
3. Provide the number of Taxicabs that will operate in Kuna and pay the assigned fees.

Note: Operating more ~~taxi~~Taxicabs than permitted will be cause for revocation of all city of Kuna ~~taxi~~Taxicab licenses.

*Example: ABC ~~Taxi~~Taxicab Company is registered in Boise with ten [10] ~~taxi~~Taxicabs. It ~~They desires wish~~ to operate two [2] ~~taxi~~Taxicabs in Kuna but does not know which ones*

will it operate here. In this circumstance, ~~it~~they would provide the City with a copy of the valid Boise ~~Faxi~~Taxicab licenses for all ten [10] licensed ~~taxi~~Taxicabs, but pay fees for two [2] ~~taxi~~Taxicabs to operate in Kuna. The City will issue the company two [2] Kuna ~~Faxi~~Taxicab Vehicle Licenses that are non vehicle specific. However, if the City determines ~~it is they are~~operating more than two [2] ~~taxi~~Taxicabs at one time – the City will revoke all of the ~~it~~licenses.

B. Taxicab business located in another City, providing point-to-point ~~taxi~~Taxi service in Kuna where their ~~taxi~~Taxicab drivers are fully licensed in this other City:

1. Provide the City Clerk's office a list of the current ~~taxi~~Taxicab ~~De~~river Llicenses from the originating City that will potentially operate in Kuna.
2. Fill out an application with the City Clerk's office.
3. Provide the number of Taxicab drivers that will operate in Kuna and pay the assigned fees.

Note: operating more ~~taxi~~Taxicabs in Kuna than the number of approved ~~taxi~~Taxicab drivers will be cause for revocation of all Ceity of Kuna ~~taxi~~Taxicab licenses.

*Example: ABC ~~Faxi~~Taxicab Company has ten [10] ~~taxi~~Taxicab drivers registered with Boise City. The company wishes to operate two [2] ~~taxi~~Taxicabs in Kuna but it does not know which two [2] ~~taxi~~Taxicab drivers will have this status as they continually change.*

*The company would provide the City information about the ten [10] ~~taxi~~Taxicab drivers eligible to drive in Kuna, but pay non person specific fees for two (2) ~~taxi~~Taxicab drivers to operate in Kuna at a given time. However, if the City determines they are operating more than two [2] ~~taxi~~Taxicabs at one time – the City will revoke all of their licenses.*

C. A ~~taxi~~Taxicab business located in another City that does not have ~~taxi~~Taxicab or ~~taxi~~Taxicab driver licensing requirements wishing to do point-to-point ~~taxi~~Taxicab business in Kuna must register ~~its their~~ ~~taxi~~Taxicabs and ~~taxi~~Taxicab drivers as a Kuna-based Taxicab operation and adhere to all requirements of this Chapter.

D. A ~~taxi~~Taxicab operator living in a City with a ~~taxi~~Taxicab ordinance that does not provide ~~taxi~~Taxicab services there– but is desirous of providing point-to-point ~~taxi~~Taxicab business in Kuna must register ~~his/her~~their ~~taxi~~Taxicabs and ~~taxi~~Taxicab drivers as a Kuna-based ~~taxi~~Taxicab operation and adhere to all requirements of this Chapter.

### 3-7-10: UNLAWFUL CHARGES

- A. It shall be unlawful for any person to charge, demand, collect, or receive any rate, fare, or charge which is greater than the established rates displayed on the Fixed Rate Card.
- B. All Taxicab drivers employed to carry passengers to a definite point shall take the most direct route and charge fees on that basis.

### 3-7-11 FARE RATE

- A. A conspicuous rate card or sticker shall be posted in the ~~taxi~~Taxicab. The rate card or sticker shall not be less than four inches by six inches (4" x 6") in size, printed in legible type, and state the fare rates. The City shall be advised of the rates charged by the ~~taxi~~Taxicab service, with a thirty (30) day written notice ~~in and of~~ change in fee structure;
- B. Whenever a Taxicab is engaged, each passenger shall be entitled to have transported, without charge, two (2) items of luggage, which may be in the form of valises, suitcases, bags, folding wheelchair, or child carrier. Each passenger shall be entitled, at the option of the driver, to have additional items of luggage, which may be valises, suitcases, or bags, carried at a posted rate for each valise, suitcase, or bag in excess of two (2) items per person;
- C. No charge for waiting time shall be made for time lost or used on account of inefficiency of the Taxicab, or its operation or prompted by prematurely responding to a call for service;
- D. The driver of a Taxicab shall be prepared to provide a receipt for fares charged when requested by the passenger. The receipt shall be on a form that provides the name of the driver, the date and time of the fare, and the amount of the fare. The form shall also identify the name of the Taxicab company and the related Taxicab company vehicle number. The driver shall also be prepared to provide change if requested by the passenger; ~~and~~
- E. No Taxicab rate shall be charged within the corporate limits unless it complies with this Chapter; and
- F. The City does not assume responsibility for another public entity's Taxicab charges.
- G. An administrative fee set by Council will be changed for replacement rate cards due to rate change, loss, or damage.

### 3-7-12: UNLAWFUL PRACTICES

It shall be unlawful for any person to:

- A. Operate a Taxicab or any vehicle displaying any marking as required by KCC 3-7-8 within the City of Kuna city limits without a valid Taxicab license.

B. Permit or allow any person or their possessions to ride on the fenders, hood, or any place on the outside of a Taxicab unless the vehicle has been specifically designed for that purpose.

C. Carry or transport a person other than those first employing the Taxicab unless that person consents to the acceptance of an additional passenger or passengers. Under all circumstances, the Taxicab driver shall accommodate the first passenger's destination by the most expedient route, prior to accommodating other passengers.

D. Permit more persons to be carried in a Taxicab than the rated seated capacity of the Taxicab. Provisions shall be made for the safe transfer of small children according to State and federal regulations. The Taxicab provider shall make accommodations for the transport of a child carrier; however, it is the parent's responsibility to provide the appropriate child carrier. A child under the age of six (6) shall not be counted as a passenger unless their presence exceeds the Taxicab's rated seating capacity. Children under the age of 16 shall not be transported except in the care of or at the written direction of their parent or guardians.

E. Refuse or neglect to convey over public or private roads an orderly person or persons upon request, unless previously engaged, except that every driver shall have the right to demand legal fare in advance if they have reasonable grounds to believe that the fare will not be paid at the completion of the run.

F. Permit any person other than a person licensed by this Chapter to operate or drive a Taxicab while in service.

G. Solicit any person, or assist in the solicitation of any person, or participate in any illicit or unlawful sex act.

H. Operate or drive a Taxicab while consuming, or affected in any way by, an alcoholic beverage, illegal substance, or legal substance which impairs the ability to operate a motor vehicle and where the potential for such impairment is published as a warning on the product's label, or sell or provide an alcoholic beverage or illegal substance to a passenger, or allow a passenger to consume alcoholic beverage or illegal drug substances while in transit.

I. ~~No person owning or operating a taxicab business shall e~~Employ a Taxicab driver unless the driver is licensed as required by this Chapter.

~~HJ.~~ Refuse to convey a passenger to a destination based on race, gender, religious affiliation, disability, or other constitutionally protected classes.

### 3-7-13: **DAILY RECORD**

All Licensees shall keep a daily record of all ~~calls made and~~ passengers transported. The daily record shall show the time and place where the passenger(s) was/were picked up and dropped off ~~secured and transported~~, and the number of passengers carried ~~conveyed~~. These records shall be kept by the licensee at their place of business for a minimum of six (6) months. The records shall be available for City inspection upon request.

### 3-7-14: **TAXICAB DRIVER'S LICENSE**

A. Every person desiring to drive, operate, or have charge of a Taxicab within the City limits shall make application to the City Clerk's office upon an application form provided by the City for a Taxicab Driver's License.

B. After review and approval, the City Clerk's office shall issue a Taxicab license. The license shall contain the applicant's full name, physical description, and their photograph (taken by the City). The Taxicab Driver's License shall expire April 30 of each year.

### 3-7-15: **DRIVER'S APPLICATION AND QUALIFICATIONS**

A. It shall be unlawful for any person to drive, operate or have charge of a Taxicab unless he/she is in possession of a valid State of Idaho driver's license and valid City Taxicab Driver's License and the Taxicab is lawfully licensed and fully insured under the provisions of this Chapter. ~~and both licenses are in full force and effect.~~

B. Application for Taxicab Driver's License shall be made to the City Clerk's office in such form and manner as may be prescribed by the City. The application shall include the name and address of the applicant, current drivers license record issued within five (5) days of the date of application, and other information as may be required. An applicant as outlined by this Section shall be fingerprinted by an appropriate agency designated by the City Clerk. The cost to process the fingerprints shall be borne by the applicant. The City Clerk's office is authorized to request criminal history checks from of any applicant, including a national background check by the Federal Bureau of Investigation, and charge for these investigations. In accordance with Idaho Code Section §67-3008 the City Clerk shall may forward an applicant's fingerprints through the Idaho Department of Law Enforcement to the Federal Bureau of Investigation Identification Division for a national background check. The criminal history records shall be kept confidential.

C. No person shall be issued a license to drive, operate, or have charge of a ~~taxi~~Taxicab when that person:

1. Is under the age of eighteen (18) years.
2. Has had a ~~similar taxi~~Taxicab Vehicle or Driver's License revoked by this City or another licensing public entity within the preceding five (5) years.
3. Has been, within five (5) years prior to the date of making application for such license, convicted of or received a withheld judgment for any felony.
4. Has been, within five (5) years prior to the date of making application for such license, convicted of or received a withheld judgment for any misdemeanor, involving:
  - (a) the use of force against the person or property of another;
  - (b) the threat of force against the person of another;
  - (c) theft or larceny;
  - (d) the use, possession or sale of illicit drugs;
  - (e) possession of a concealed weapon; or
  - (f) illicit sexual activity.
5. Has at the time of application submittal, an outstanding warrant or is currently serving a term of probation and/or parole for any of the activities listed in section C above.
6. Has ever been:
  - (a) Required to register as a sex offender, pursuant to the Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code §18- 8301, et seq., and the Juvenile Sex Offender Registration Notification and Community Right-to-Know Act, Idaho Code §18-8401, et seq.; or
  - (b) Convicted of or received a withheld judgment for any felony or misdemeanor involving the sexual enticement of minors or related sexual provocations.
7. Has a medical issue that would interfere with driving ability such as epilepsy or non-correctable vision.

D. No Taxicab Driver's License shall be granted to an applicant where substantiated proof is submitted the applicant operates motor vehicles in an unskillful, dangerous or reckless manner, or habitually uses intoxicating liquor or drugs, or who repeatedly violates the laws of the City relating to traffic or this Chapter.

E. A Taxicab Driver's License shall not be issued to a person, who at the time of application for renewal of a license issued, according to the provisions of this Chapter would not be

eligible or qualified for such license. The licensee must continue to have and maintain all the qualification and eligibility requirements of this Chapter throughout the license period or the license will be subject to suspension or revocation.

### 3-7-16: DUTIES OF TAXICAB DRIVER

~~A.~~ It shall be unlawful for a licensee to fail or neglect to have their license card visibly posted in the vehicle whenever driving, operating or in charge of any Taxicab, or displayed in such a fashion as not to be fully visible to any passenger in the rear seat of the Taxicab, or permit others to use or possess the license or fail or refuse to exhibit the license for inspection upon request by a City officer, police officer, peace officer, sheriff, deputy sheriff, or passenger.

### 3-7-17: LICENSE LIMITATION OR RESTRICTIONS

~~A.~~ The City Clerk's office shall have the power to issue a license approved by this Chapter with limitations or restrictions relative to the nature of the license issued.

### 3-7-18: DENIAL, ~~TEMPORARY~~ SUSPENSION AND REVOCATION OF A LICENSE

A. If the City Clerk's office denies a license application, the applicant shall have the right to appeal the denial. Appeal procedures shall be according to those contained within Kuna City Code Title 1, Chapter 15.

B. If the owner or licensed operator of a ~~taxi~~Taxicab ~~vehicle~~ operating within Kuna City pleads guilty to, or is found guilty of, or receives a withheld judgment for any of the following infractions or crimes, they ~~shall may~~ have their ~~taxi~~Taxicab licenses revoked and be ineligible for reapplication or reinstatement of their ~~taxi~~Taxicab license for a period of five (5) years:

- ~~1. Conducting, operating, maintaining, or permitting the operation of an unlicensed taxicab;—~~
- ~~2.~~ Violating Idaho Code §18-8004, person(s) under the influence of alcohol, drugs or any other intoxicating substance, regardless of the type of vehicle the licensee was operating at the time of the violation; or
- ~~2.~~ Violating any provision of this Chapter.

C. Any licensed owner or licensed operator of a Taxicab vehicle operating within Kuna City who violates any provision of the Idaho Code or the Kuna City Code, in addition to the criminal or civil penalties prescribed by law for such violation ~~shall be subject to the , and the~~ suspension and revocation provisions of this Chapter.

D. Upon any violation of this Chapter or Idaho Code, the licensed owner or licensed operator shall be subject to an immediate ~~temporary~~ suspension of their Taxicab licenses. The City Clerk and the City Attorney shall make a determination as to the suspension upon the following grounds:

1. If the violation is one that is likely to cause harm to the public or is a violation for operating without insurance or the temporary suspension shall be effectively immediately upon service of the notice

2. If the violation is for any other offense, the ~~for a period not to exceed 180 days.~~ The ~~temporary~~ suspension shall be effective at 12 a.m. on the fifth (5<sup>th</sup>)~~third~~ business day following the date written notice is sent to the licensed owner or licensed operator and the offense has not been corrected. ~~Operation of a taxicab during the period of a temporary suspension shall be deemed a separate offense for each day of such operation.~~

E. The notice of a ~~temporary~~ suspension shall be deemed properly served if sent to the address on file in the City Clerk's Office that was provided by the licensee, or hand served upon the licensee. A licensee's failure to accept, acknowledge, or receive notification of a temporary suspension shall not invalidate the temporary suspension, provided notice was served as noted in this Section. Notice of a ~~temporary~~ suspension shall include grounds for the ~~temporary~~ suspension, as well as a statement that informs the licensee of their right and the process to appeal the suspension. ~~temporary suspension.~~

EF. Any licensed owner or licensed operator of a Taxicab operating in Kuna whose license is ~~temporarily~~ suspended in accordance with the provisions of this Chapter may appeal the ~~temporary suspension~~ to the City Council by filing a written request with the City Clerk's Office within seven (7) ~~fifteen (15)~~ business days of the start of the ~~temporary~~ suspension. ~~Upon the City's receipt of the written appeal request, the suspension shall be temporarily held in abeyance pending a determination by the City Council. In the event an appeal of a temporary suspension is denied by the City Council, the temporary suspension period shall commence at 12 a.m. on the day immediately following issuance of the City Council's denial.~~

FG. If the licensee requires an appeal hearing, it shall follow the procedures outlined in KCC ~~5-11-15-1.~~

GH. If the suspension is upheld by the City Council, or the licensee does not request an appeal hearing, the license suspension shall be converted to a revocation for a period to five (5) years from the date of the suspension.

3-7-19: **PENALTY**

Any person violating this Chapter shall be guilty of a misdemeanor punishable as provided in Chapter 4, Title 1 of the Kuna City Code.

~~Ordinance Section 2 Higher Standard Should this Chapter contain language that suggests different standards of application or competing assessments; the more restrictive language shall be relied upon for interpretive purpose.~~

~~Ordinance Section 32: 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. If some provision of the law or certain application of these provisions is found to be unconstitutional. The remaining provisions, or the remaining applications of these provisions, will, nonetheless, continue in force as law.~~

~~Ordinance Section 3: Full Force and Effect This Ordinance shall be in full force and effective May 1, 2011 from and after its passage, approval and publication as required by law.~~

CITY OF KUNA

ADOPTED this day of January, 2013.

CITY COUNCIL OF THE CITY OF  
KUNA  
Ada County, Idaho

W. GREG NELSON, MAYOR  
CITY OF KUNA

ATTEST:

CHRIS ENGELS, DEPUTY  
BRENDA BINGHAM, CITY CLERK

CITY OF KUNA



**ORDINANCE NO. 2013-02**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING PORTIONS OF BRANDY WINE SUBDIVISION 1 & 2 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

Lot 1 Blk 2 - Brandywine Subdivision No 1 – Book 85, Pages 9437-9438, Map Exhibit A  
Lot 15 Blk 3 - Brandywine Subdivision No 2 – Book 85, Pages 9444-9445, Map Exhibit A

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

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

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

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

DATED this 15th day of January 2013.

CITY OF KUNA  
Ada County, Idaho

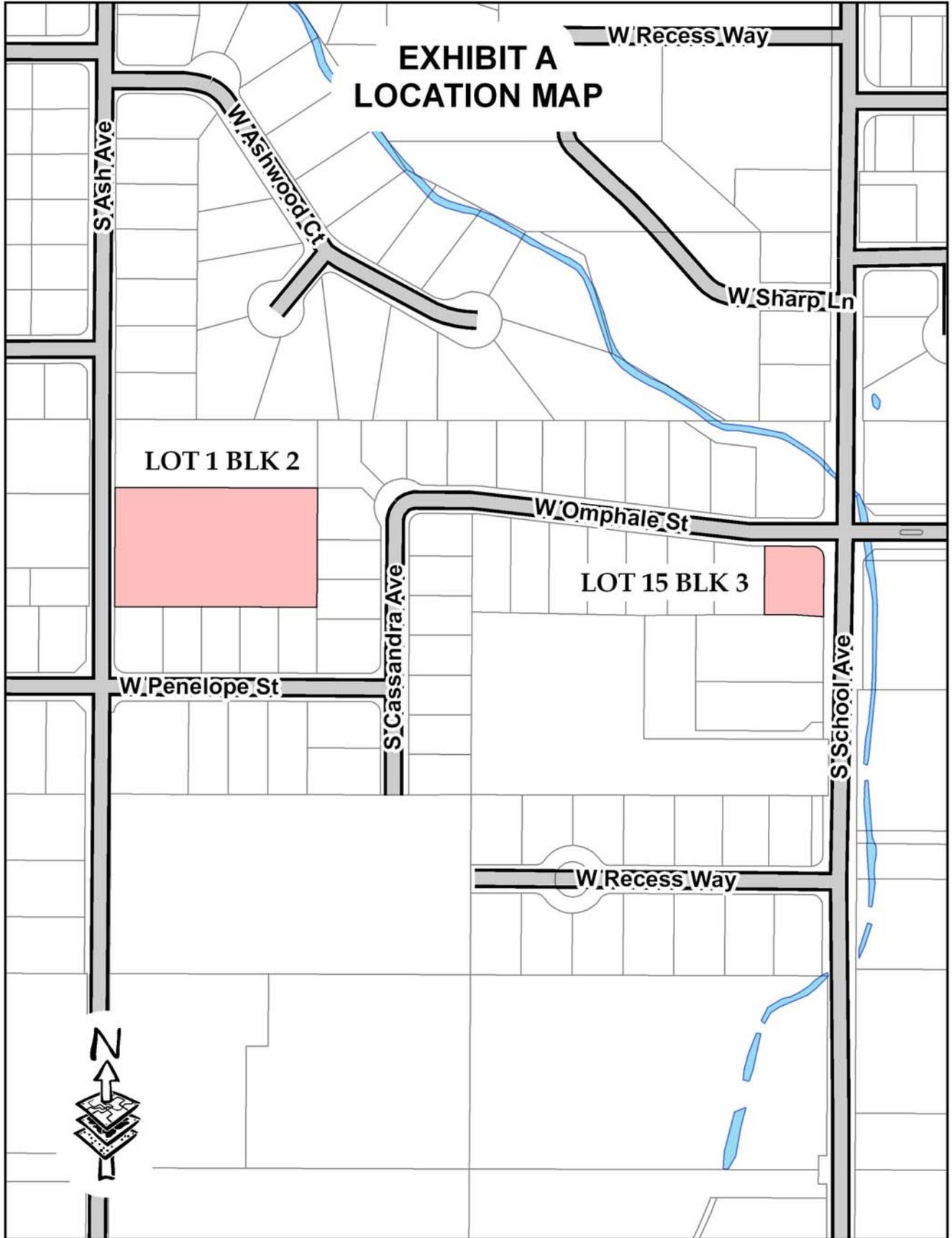
---

W. Greg Nelson, Mayor

ATTEST:

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Brenda S. Bingham, City Clerk







37 | 3-~~3B~~1: DEFINITIONS

38 | **Applicant:** Person or legal entity making application to the City of Kuna for a Special  
39 | Event Permit to plan and operate a Special Event within the City of Kuna. As used  
40 | herein, Applicant also includes the terms promoter or sponsor and said terms may be used  
41 | interchangeably.

42 | **City Property:** All property including the Greenbelt that is owned, operated, leased or  
43 | maintained by the City of Kuna.

44 | **Extraordinary resources:** Any government, public health and safety personnel,  
45 | equipment or other resources which would not, in the absence of the Special Event, be  
46 | required or expended.

47 | **Insurance:** A general liability policy, and if necessary, an automobile liability policy for  
48 | each permitted event in the amount designated within this chapter written by an insurer  
49 | authorized by the State of Idaho to write insurance policies, and continuously in force for  
50 | the full term of the permit.

51 | **Permittee:** Person or legal entity having received a City Special Event Permit, that is in  
52 | full force and effect, and issued hereunder, to plan and operate a Special Event within the  
53 | City of Kuna.

54 | **Projected attendees and participants:** The estimated number of persons who will  
55 | attend or participate, are reasonably likely to attend or participate, or are expected to  
56 | attend or participate in a Special Event. The number estimate should consider the type  
57 | and format of the Special Event, the size and location of the event, any prior events which  
58 | were similar, including the Special Event history itself if it is an annual event or part of a  
59 | series of gatherings or events, and the entertainment, if any, planned.

60 | **Special Event:** A preplanned single gathering, event or series of related consecutive  
61 | daily gatherings or events, expected to draw members of the general ~~the~~ public at any of  
62 | these gathering or events session ~~as~~ participants or spectators which is ~~proposed~~ to be  
63 | held on public or private property, that is of an entertainment, cultural, recreational,  
64 | educational, ~~political, religious or~~ sporting nature, or of any other nature. Examples of  
65 | Special Events include, by way of illustration and without limitation, these types of  
66 | events if conducted, on private or public property, in parks, on city property, or upon the  
67 | sidewalks and streets of the City of Kuna: concerts, dances, assemblages, ~~processions,~~  
68 | parades, circuses, fairs, festivals, ~~block parties, retail sales,~~ community events, mass  
69 | participation sports (such as, marathons and running events, bicycle races or tours, sports  
70 | tournaments), other organized activity conducted for a common or collective use. A  
71 | Special Event does not include a gathering or event that is private and not open to the  
72 | general public.

73 | 3-~~83B~~2 SPECIAL EVENT PERMIT REQUIRED

74 | A. No person or entity shall stage, promote, or conduct any Special Event within the  
75 | city, under the terms of the Chapter, without first obtaining a Special Event Permit from

76 the City Clerk or the City Clerk's designee. The requirements for permitting under this  
77 ordinance shall not apply to:

- 78 1) First Amendment events, where the expressive or associative activity being  
79 exercised is protected by the Idaho Constitution and the First and Fourteenth  
80 Amendments to the United States Constitution;
- 81 2) Funeral processions;
- 82 3) Spontaneous events for the purpose of Expressive Activity that occur in response  
83 to breaking or emerging news;
- 84 4) Lawful picketing on sidewalks;
- 85 5) School sponsored events for the benefit of the school on school property; and
- 86 6) Church sponsored events for the benefit of the church on church property.

87 B. In determining whether an event is exempt, no consideration shall be given to the  
88 content of any constitutionally-protected expression connected with the planned activity.  
89 No permit shall be required under this Chapter, nor any condition imposed on any permit,  
90 if requiring a permit or imposing the condition would violate rights protected by the  
91 Constitution of the United States or by the Constitution of the State of Idaho.

92 C. No fee, extraordinary resource cost, or insurance requirement shall be imposed  
93 when prohibited by the First and Fourteenth Amendments to the United States  
94 Constitution. Political or religious activity intended primarily for the communication or  
95 expression of ideas shall be presumed to be a constitutionally protected event. First  
96 Amendment events include those for the exercise of the right to speech, press, assembly  
97 and the right to petition, but does not include commercial advertising. Factors that may be  
98 considered in evaluating whether or not an event or an activity is constitutionally  
99 protected and therefore exempt include the nature of the event, the extent of commercial  
100 activity, the extent of any advertising or promotion of goods or services, the sales of food,  
101 goods, and services, any other business participation in the event, the use or application  
102 of any funds raised, and, if part of any annual tradition or series, previous events in the  
103 sequence.

104 | 3-83B-3 PERMIT APPLICATION; FEES; INSURANCE AND  
105 INDEMNIFICATION

106 A. All persons holding a Special Event shall first obtain a Special Event Application  
107 from the City Clerk.

108 B. The completed Special Event Permit Application shall be submitted to the City  
109 Clerk.

- 110 1. The Application for Special Event Permit shall be submitted no later than thirty  
111 (30) days and no earlier than one (1) year prior to the date of commencement of

112 the Special Event. Upon good cause shown, a late application may be submitted  
113 no less than twenty (20) days prior to the event.

114 C. The application for a Special Event Permit shall contain the required information  
115 as determined by the City Clerk.

116 1. The information shall include:

117 a) The name of the person or entity submitting the application;

118 b) Event Dates;

119 c) Event Times;

120 d) Contact information;

121 e) Number of Attendees;

122 f) Event specifics to include but not limited to boundaries, vendor locations,  
123 seating areas, fenced areas, accommodations for disabled, traffic blockades,  
124 vehicle parking, unloading and loading locations, locations of portable  
125 restrooms and locations of alcohol areas;

126 g) A list of the Vendors who will be operating at the Special Event.

127 D. The permit application fees ~~shall~~will be set by resolution of the Kuna City  
128 Council and published on the Kuna City Clerk fee schedule ~~schedule and the fee shall~~  
129 ~~accompany the Special Event application.~~

130 E. Upon submission of the completed application for the Special Event Permit, the  
131 City Clerk shall review the Application for completeness. If any additional information  
132 is needed, the City Clerk shall advise the applicant of the additional information that is  
133 required.

134 ~~D.F.~~ When the application is deemed complete, the applicant and the City Clerk shall  
135 schedule a pre-permit issuance hearing if needed to review the information contained in  
136 the application. The city clerk, the city attorney, the Kuna police department, and any  
137 other party that the City deems necessary, shall be responsible for reviewing the  
138 application.

139 1. At the pre-permit issuance meeting, the parties shall determine what requirements  
140 or conditions are necessary before the Special Event Permit will be issued; the  
141 requirements to be considered, ~~may~~ include:

142 a) A Safety Plan, as recommended by the Kuna City Police which may include:-

143 ~~(1)~~ —

144 i) ~~A Transportation Plan~~ will establish and define measures and means by which the  
 145 ~~transportation plan~~ applicant intends to accommodate the movement of people to, from, and around  
 146 the event.  
 147

148  
 149 ~~b) — ii) Event Security Plan that provides for emergency and~~  
 150 ~~contingency plans to ensure that the event is conducted in a safe and secure~~  
 151 ~~manner. Road Closures as recommended by Kuna City Police and/or Ada County~~  
 152 ~~Highway District and/or Idaho Transportation Department.~~

153 ~~(1) Events may be required to submit a transportation plan. A transportation~~  
 154 ~~plan will establish and define measures and means by which the applicant intends~~  
 155 ~~to accommodate the movement of people to, from, and around the event.~~

156 ~~b) Emergency personnel needed.~~

157 ~~c) Any sanitary facilities, such as porta-potties and trash removal that may be~~  
 158 ~~required.~~

159 ~~d) Any other condition or conditions, as recommended by the City or other~~  
 160 ~~governmental agency.~~

161 ~~e) The amount of the Special Event fee to be charged.~~

162 ~~f) Any Damage deposits that may be required after reviewing the event plan.~~

163 ~~e) Any conditions as recommended by the city or other agency.~~

164 ~~f) Any sanitary conditions.~~

165 ~~E.G. In addition to the Special Event Separate application, separate (s) is/are required~~  
 166 ~~for licenses and/or permits and/or permissions may be required related to for the~~  
 167 ~~following;~~

- 168 1. Sale and/or consumption ~~and/or tasting of~~ alcoholic beverages on public or  
 169 private property, in parks or on streets or sidewalks as required by Idaho law, or  
 170 the applicable laws, policies, and procedures of Kuna City Code;

171 (1) ~~A~~ applications for events which provide for the sale and/or consumption of  
 172 alcohol or alcoholic beverages may require a transportation plan to be  
 173 submitted with the application.

- 174 2. Road closures, as required by Idaho law, or the applicable laws, policies, and  
 175 procedures of the Ada County Highway District, Idaho Transportation  
 176 Department and/or Kuna City Code.

177 3. Any use permits that may be required.

178 2.

179 | 3.4.Firework permits.

180 | ~~F.H. If required, a~~All applicants shall ~~provide submit, before the Special Event Permit~~  
 181 | ~~is issued, and maintain, at least until the conclusion of the Special Event, a~~ copy of the  
 182 | comprehensive general liability insurance policy in the amount of five hundred thousand  
 183 | (\$500,000) with the City of Kuna or Ada County Highway District (or both, depending  
 184 | upon the location of the Special Event) named as a certificate holder, and written by a  
 185 | company authorized to write insurance policies within the State of Idaho, and filed with  
 186 | the Kuna City Clerk's office. Applicants must also execute indemnification and hold  
 187 | harmless provisions contained within the application.

188 | 3-~~8B~~-4 ISSUANCE OF PERMIT; EXTRAORDINARY RESOURCES;  
 189 | CONDITIONS OF APPROVAL; GROUNDS FOR DENIAL

190 | A. At the conclusion of the pre-permit review meeting, the City Clerk shall provide  
 191 | a written notice to the applicant for any items that ~~may be required need to be provided~~  
 192 | before the permit will be issued. Upon receipt of the items as specified in the list, the  
 193 | City Clerk shall either approve a permit with standard or special conditions, or a  
 194 | combination of each, or deny a permit. For timely applications, the applicant shall have  
 195 | ten (10) days to provide all the additional requested information. ~~Special Event~~

196 | B. Special Event applicants, promoters and sponsors whose Special Events require  
 197 | the use of extraordinary city resources as a result of their anticipated attendance or  
 198 | heightened security concerns shall be required to pay for those extraordinary resources,  
 199 | as determined by the City or affected agency. Full cost recovery for extraordinary  
 200 | resources shall be required no later than sixty (60) days following the conclusion of the  
 201 | Special Event. Any extraordinary resources for which there are additional costs shall be  
 202 | solely dedicated to the Special Event.

203 | C. Special Event ~~An~~ application ~~for a permit~~ may be denied or revoked if the City  
 204 | Clerk determines:

- 205 | 1) The applicant has made any false, material representation in the application;
- 206 | 2) The applicant fails to provide any of the items or information required by this  
 207 | Chapter;
- 208 | 3) The applicant failed to execute repayment for contracts for extraordinary  
 209 | resources solely dedicated to the event as specified in 3-~~3B~~-4-B of this chapter;
- 210 | 4) The event coordinator, applicant, promoter, or sponsor failed to pay costs  
 211 | associated with extraordinary resources or damage to City property for a  
 212 | previously- permitted event.
- 213 | 5) The applicant fails to gain required licenses, permits, conditions, or permissions  
 214 | from the Police Department, Fire Department, Central District Health  
 215 | Department, Ada County Highway District, City Planning and Zoning, City  
 216 | Clerk's Office;

217 6) The Special Event will substantially interfere or conflict with any other Special  
 218 Event for which a permit has already been granted or activity already scheduled  
 219 for a Park or with the provision of public safety or other city services in support of  
 220 such other previously scheduled event;

221 D. ~~Special Event~~The City Clerk may condition the issuance of a Special Events  
 222 permit by imposing reasonable requirements concerning the time, place, and manner of  
 223 the event, and such requirements as are necessary to protect the safety and rights of  
 224 persons and property, and the control of traffic as recommended by city staff or external  
 225 agencies.

226 E. The following conditions apply to all Special Events permits:

227 1) The time, place and manner of the event proposed on the application may not be  
 228 altered or modified;

229 2) The area of the event or the facility must be returned immediately to its original  
 230 pre-event condition, reasonable wear and tear excluded, including:

231 i) removal and appropriate disposal of trash and/or recyclables generated by  
 232 event activities and by the event's spectators and attendees in coordination  
 233 with the city's designated trash service company;

234 ii) removal of vehicles, equipment, portable toilets, and other support  
 235 equipment which are used for the event; and

236 iii) removal of facilities, cones, barricades, and markings along a route.

237 3) Special conditions as recommended by the city or other agencies.

238 F. Special Event If a permit is denied, the applicant has the right to appeal to the  
 239 Kuna City Council pursuant to KCC 1-15-1.

### 240 3-~~83B~~-5 REVOCATION OR SUSPENSION OF PERMIT

241 The City Clerk may summarily suspend or revoke a permit issued under this  
 242 Chapter for violation of any provision of this chapter; for violation by the applicant of  
 243 any federal, state or local laws or ordinances during the Special Event; for a violation of  
 244 the conditions of the permit; or for making any material false representation in an  
 245 application for a permit or for an exemption certificate. In the event of a suspension or  
 246 revocation, the appeal provisions shall apply, commencing upon the date of the  
 247 suspension or revocation notice. [If a permit is revoked or suspended, the applicant has](#)  
 248 [the right to appeal to the Kuna City Council pursuant to KCC 1-15-1.](#)

249

### 250 3-~~83B~~-6 PROHIBITIONS AND PENALTIES

- 251 | A. ~~At all Special Events, i~~It shall be unlawful for any person to:
- 252 | 1) Conduct, present, stage or promote a Special Event without a permit.
- 253 | 2) Violate any provision of this Chapter.
- 254 | 3) Server or cause to be served alcohol in violation of Idaho Code or Kuna City
- 255 | Code.
- 256 | 4) Violate any condition of a Special Events permit. A Permittee may, by virtue of a
- 257 | lawful Special Event Permit, utilize or allow performers to utilize sound
- 258 | amplification equipment which would otherwise violate.
- 259 | 5) Conduct an event that violates the approved use or is outside the permitted -or
- 260 | licensed use of a premise, facility or location.
- 261 |

262 | 3-~~83B~~-7 ATTENDANCE AND PARTICIPANT GOOD FAITH ESTIMATE

263 | The attendance ~~shall be aand participant~~ good faith estimate provided by the applicant,

264 | promoter, or sponsor which shall accompany the Special Event application. The applicant

265 | shall provide a short written statement explaining the basis upon which the estimate is

266 | made. The statement shall include all the relevant factors known at the time, including,

267 | without limitation, past attendance at similar functions having the same and similar

268 | performers, both in Kuna and comparable communities, the price of admission and the

269 | extent of advertising and promotion contemplated.

270 | 3-~~83B~~-8: SPECIAL EVENT PERMIT GENERAL RESTRICTIONS

271 | A. Vendors must keep the area of operation free of debris. Vendors selling food or

272 | beverages must provide trash receptacles and waste removal adjacent to or as a part of

273 | their operations. All spilled food, beverages, grease, or other trash or debris

274 | accumulating within twenty (20) feet of vending unit shall be cleaned and collected by

275 | the vendor and deposited in the vendor's trash receptacle.

276 | B. The vendor is prohibited from depositing its waste, ice, and any grey or waste

277 | water into sidewalk waste receptacles, privately owned dumpster, city planters, gutters or

278 | the street drainage system.

279 | C. All grey water shall be disposed of at the dump station at the city park. No grey

280 | water shall be disposed of in any unapproved location such as the curb, gutter or

281 | anywhere else on public property.

282 | 3-~~83B~~-9: REVOCATION OF LICENSE; NOTICE OF HEARING

283 | Any violation of the provisions of this Chapter or a violation of any local, state or

284 | federal law committed and connected to the use of the license shall be grounds for the

285 | City Clerk to revoke the permit. If a permit is revoked, the applicant has the right to

286 | appeal to the Kuna City Council pursuant to KCC 1-15-1.

287 | ~~A.~~

288 | 3-~~83B~~-10: UNLAWFUL CONDUCT:

289 | A. No temporary permit holder hereunder shall:

290 | 1. Fail to comply with any of the requirements and restrictions set forth in this  
291 | Chapter.

292 | 2. Misrepresent the purpose of, or affiliation of those engaged in the vending or  
293 | make any false statement on the application;

294 | 3-~~83B~~-11: APPEAL FROM DENIAL OR REVOCATION OF A LICENSE:

295 | A. Any person aggrieved by any action of the City ~~Council~~ Clerk according to this  
296 | chapter shall have a right to appeal pursuant to KCC 1-15-1.

297 | 3-~~83B~~-12: CRIMINAL CODE VIOLATIONS AND PENALTY:

298 | Any person, business, firm, company or corporation who shall violate any of the  
299 | provisions of this Chapter shall be punished according KCC 1-4-1.

300 | 3-~~83B~~-13: SEVERANCE CLAUSE:

301 | If any clause, sentence, paragraph, section, or any part of this chapter, shall be declared  
302 | and adjudged to be invalid or unconstitutional by a court of competent jurisdiction, such  
303 | invalidity or unconstitutionality shall not affect, invalidate, or nullify the remainder of  
304 | this chapter. The sections provisions of this ordinance Chapter are declared to be  
305 | severable. The invalidity of a section shall not affect the validity of the remaining  
306 | sections. If any section is found to be invalid, such finding shall not affect the validity of  
307 | the remaining sections sentences, clauses and phrases of this Chapter, but they shall  
308 | remain in effect, it being. This ordinance shall become effective after its adoption and  
309 | publication as required by law.

310 | Section 3: This ordinance shall become effective after its adoption and publication as  
311 | required by law.

312 | ADOPTED this XX day of XXXXX, 201~~32~~.

313  
314  
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CITY OF KUNA  
Ada County, Idaho

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W. Greg Nelson, Mayor

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ATTEST:

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Brenda S. Bingham, City Clerk

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Published Date: XXXXXX, 201~~3~~<sup>2</sup>

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**ORDINANCE NO. ~~2012-082013-XX04~~**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO AMENDING TITLE 3, ~~CHAPTER 3, SOLICITORS AND TEMPORARY VENDORS~~ TO PROVIDE FOR A SEPARATE SUB-CHAPTERS FOR SOLICITORS AND MOBILE VENDORS; TO PROVIDE FOR DEFINITIONS, LICENSES REQUIRED, LICENSE EXCEPTIONS, APPLICATION FOR LICENSE, LICENSE FEE, ISSUANCE AND EXHIBITION OF LICENSE, MOBILE VENDOR GENERAL RESTRICTIONS, MOBILE VENDING CART, TRAILER AND VEHICLE STANDARDS, PARKING RESTRICTIONS, DISPOSAL OF GREY WATER, UNLAWFUL CONDUCT, APPEAL FROM DENIAL OF LICENSE, VIOLATIONS AND PENALTY, A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, due to the amendments to Title 3, Chapter ~~39~~, the City has determined that due to distinct differences between Mobile Vendors and Solicitors, the two should be separated into sub-chapters.

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

**3A9: MOBILE VENDORS**

The purpose of this Chapter is to protect the health, safety, and welfare of the City of Kuna and its residents.

**3-93A-1: DEFINITIONS:**

ADA COUNTY HIGHWAY DISTRICT (ACHD): The Ada County Highway District has jurisdiction over public streets and sidewalks in Ada County, Idaho.

MOBILE VENDING UNIT: A motorized or non-motorized, cart, trailer or vehicle that has at least two (2) functioning wheels, or a table, platform or other temporary fixture that is used to display items for sale, and is operated by a vendor.

SIDEWALK: That portion of the public right of way which is between the curb lines or the lateral lines of a roadway and the adjacent property line intended for the use of pedestrians in public places within the city of Kuna.

STREET VENDING: The vending, selling, displaying, or offering for sale any item of tangible personal property or other thing of value from a mobile vending unit situated on the public rights-of-ways between the curb lines by a vendor to persons on the sidewalk.

TEMPORARY: Not more than 180 days.

VENDOR: Any person, including an employee or agent of a group of individuals, partnership, or corporation, who sells food, beverages, goods, or merchandise from a mobile vending unit.

3-~~93A~~-2: LICENSES REQUIRED:

It shall be unlawful for any vendor to conduct business or to employ another to conduct business within the corporate limits of the City without first obtaining a license from the City Clerk's Office in compliance with the provisions of this Chapter. All vendors must meet all applicable city, state, including Central District Health Department Regulations and Requirements, and federal law and licensing requirements to be issued and continually maintain a City issued license.

3-~~93A~~-3: LICENSE EXCEPTIONS:

The provisions of this Chapter shall not apply to:

- A. Persons engaged in the delivery of pre-purchased goods.
- B. Persons acting on behalf of organizations that are tax exempt under federal laws or regulations.
- C. Persons acting on behalf of local, state or national civic organizations.
- D. Persons acting pursuant to a court order.
- E. Persons acting on behalf of organizations devoted to youth development, such as, but not limited to, Boy Scouts, Girl Scouts and schools.
- F. Persons acting on behalf of political, religious or other organizations seeking donations from members.
- G. Garage or yard sales, provided that there are no more than two (2) sales held annually from a given location.
- H. Farmers' markets.
- I. Lemonade stands or similar activities conducted by persons under the age of eighteen (18) years.

3-~~93A~~-4: APPLICATION FOR LICENSE:

Applicants for a license under this Chapter must file with the City Clerk an application furnished by the City Clerk, which states:

- A. Name of the applicant, and name of the business if any;
- B. Address;
- C. A brief description of the nature of the business and the food or goods to be sold;
- D. The proposed time and length of operation and the location where the mobile vending unit will be operating, together with vehicle license number or other means of identification;

E. When the applicant proposes to sell any prepared food product for human consumption, a certification by the Central Health District shall be required for the duration of a license;

F. No license issued hereunder shall be transferable.

G. The City shall approve or deny the application within five (5) days of receipt of the completed application and application fee. Any denial may be appealed pursuant to the provisions of Chapter 3A Section 12 of this Title. If the City does not deny the application within the five (5) days of submission of a completed application with the fee paid, the application shall be deemed approved.

H. Once a license is issued, the applicant has an affirmative duty to maintain all applicable licenses and certifications and to notify the City Clerk in writing of any material change in the information provided by the Applicant in the original application.

I. A copy of the Central Health District certificate shall be provided prior to issuance of the license. Said certificate shall be maintained and displayed throughout the duration of a license when applicant proposes to sell any prepared food for human consumption.

3-~~93A~~-5: LICENSE FEE:

The vendor non-refundable license fee, in an amount established by the Kuna City Council and listed on the most current City Clerk License Fee Schedule, shall be paid in advance.

3-~~93A~~-6: ISSUANCE AND EXHIBITION OF LICENSE:

A. Approval. The City Clerk shall notify the applicant when the license request is approved and shall issue a license.

B. Such license shall show:

1. Name;
2. Address;
3. Type of License;
4. Type of goods to be sold thereunder, the amount of fee;
5. Fee paid; and
6. Issuance and the date of expiration.

C. The license issued shall be exhibited in a conspicuous place upon the mobile vending unit.

3-~~93A~~-7: MOBILE VENDOR GENERAL RESTRICTIONS:

A. No vendor shall have any exclusive right to any location in a public street or sidewalk, nor shall he/she be permitted to operate in any congested area where said operations might impede or inconvenience the public.

B. Vendors shall be allowed to engage in their licensed business only between eight (8) a.m. and three (3) a.m. All mobile vending units must be removed from public property during non-vending hours.

C. A mobile vending unit shall not be located;

1. Where clear pedestrian passage on the public sidewalk is less than five feet wide;

2. Within a midblock crosswalk area;

3. On the portion of a public sidewalk crossed by a public or private driveway or within ten feet of either side of the driveway;

4. Within any street corner area.

5. For purposes of this section:

a. "Midblock crosswalk area" means the sidewalk area which falls between the two lines fifteen feet beyond each side of a marked midblock crosswalk area (identified by the crosswalk lines delineated on the street pavement) and perpendicular to the curb.

b. "Street Corner Area" means the sidewalk area at the intersection of two streets, circumscribed by curbs, the property lines abutting the sidewalk area, and the line including the point along the curb of the street either fifteen feet from the outside line of a corner crosswalk or where there is no marked crosswalk, twenty-five feet from the curb line on the mid-point of the intersecting streets.

6. Within five (5) feet from a perpendicular line drawn to the curb from either side of a doorway;

7. In a manner in which the movement or visibility of vehicles using the street or other public right of- way is obstructed.

D. Mobile vending units shall not be locked or chained to a parking meter, tree, street light or other street furniture.

E. Utility service connections are not permitted. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk. City street light facilities shall not be used in any way to supply electrical service to a vendor site.

F. Vendors shall keep the area of operation free of debris. Vendors selling food or beverages must provide trash receptacles and waste removal adjacent to or as a part of their operations. All spilled food, beverages, grease, or other trash or debris accumulating within twenty (20) feet of any mobile vending unit shall be cleaned and collected by the vendor and deposited in the vendor's trash receptacle. The vendor is prohibited from depositing its waste, ice, and any grey or waste water into sidewalk waste receptacles, privately owned dumpster, city planters, gutters or the street drainage system.

G. Mobile vending units shall be maintained in such a manner that prevents the spilling or splattering of grease, water, food, or trash on any public right-of-way where the cart, trailer, or vehicle is located. The operator shall be responsible for the cleaning and repair of any public right-of-way soiled, stained, or damaged by the placement and operation of their mobile vending operations

3-~~93A~~-8: MOBILE VENDING CART, TRAILER AND VEHICLE STANDARDS:

A. Mobile vending units must be designed and built to generally accepted industry standards and shall be used in a safe manner.

B. Generators shall be in good working order and have an approved muffler so as to not create excessively loud noise or smoke.

C. A BBQ grill shall be enclosed and permanently built into the structure of the mobile vending unit.

D. A five-pound “K” class hand-held fire extinguisher is required if a heating or cooking appliance is used.

E. Unsecured A-frame menu boards or sidewalk signs are allowed during daylight hours provided they do not impede or cause a hazard to pedestrian or motorized traffic.

3-~~93A~~-9: PARKING RESTRICTIONS

Vendor units shall be parked in a legal manner. (Vending operations shall be conducted only in approved locations.)

3-~~93A~~-10: DISPOSAL OF GREY WATER

All wastewater “grey water” shall be disposed of at the dump station at the city park. No grey water shall be disposed of in any unapproved location such as the curb, gutter or anywhere else on public property.

3-~~93A~~-11: UNLAWFUL CONDUCT:

No vendor hereunder shall:

A. Fail to comply with any of the requirements and restrictions set forth in this Chapter.

B. Misrepresent the purpose of, or affiliation of those engaged in the vending or make any false statement on the application;

3-~~93A~~-12: APPEAL FROM DENIAL OF LICENSE:

Any person aggrieved by any action of the City Clerk, shall have the right to appeal the action or decision to the City Council pursuant to Title 1, Chapter 15, Section 1 of the Kuna City Code.

3-~~93A~~-13: VIOLATIONS AND PENALTY:

Any person, business, firm, company or corporation who shall violate any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed three hundred dollars (\$300.00), or by imprisonment in the county jail for a period not to exceed thirty (30) days or both such fine and imprisonment. Each day or violation continued shall be separate offenses, punishable as hereinabove described.

3-~~93A~~-14: SEVERABILITY CLAUSE:

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.~~The provisions of this Chapter are declared to be severable. If any section be found to be invalid, such finding shall not affect the validity of the remaining sections sentences, clauses and phrases of this Chapter, but they shall remain in effect, it being. This ordinance shall become effective after its adoption and publication as required by law.~~

ADOPTED this ~~19<sup>th</sup>~~ 8<sup>th</sup> day of ~~June~~January, ~~2012~~2013.

CITY COUNCIL OF THE CITY OF  
KUNA

Ada County, Idaho

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

ATTEST:

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

Publish: ~~June 27, 2012~~XXXX



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## MEMORANDUM

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

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

**RE:** City Irrigation Code Amendment

**DATE:** January 10, 2013

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**REQUEST: Adopt Amended Irrigation Ordinance.**

The Kuna City Code mixes and mingles provisions governing the operation of our irrigation system among provisions governing our potable water system. The attached proposed code amendment extracts irrigation provisions from the potable water chapter (Title 7, Chapter 5) and creates a separate chapter (Title 7, Chapter 8) devoted only to Kuna Municipal Irrigation System.

The motivation for the change at this time, however, has less to do with organizing the City Code and more to do with structuring City regulations to minimize back-yard or over-the-fence shut-offs of irrigation service. At the same time, it is proposed the City allow a level pay, multi-month system for paying their annual irrigation assessments. In fact, it is the multi-month payment system which allows the over-the-fence shut-off to be replaced. As an added benefit, it also helps return the City to a single monthly billing statement for all services.

The State Code (Title 50, Chapter 18) authorizes cities to establish municipal irrigation systems or districts, in which cities may take delivery of irrigation water (in the same manner as if they were a farmer) and distribute it to their citizens for landscape irrigation purposes. The process pools all the water rights for all the property served by the municipal irrigation district, and for delivery and payment purposes, treats the City as if it was a single “farmer” for that land. The State Code also directs in detail the manner in which assessments are to be established and collected for benefitted lands. Included is a requirement for irrigation shut-off.

The difficulty with the State Code is that its provisions retain archaic requirements that work well for true farmers but are not as useful for municipal properties. For instance, farmers easily adapt to a single annual payment for irrigation water. City residents are more adapted to a monthly cycle of payments. Irrigation districts may have 500 delivery gates while the City of Kuna has 5,300 of them. An even greater difference, however, is that irrigation districts have a canal road to most of their gates while most of the City’s gates are tucked into backyards.

The over-the-fence shut-off is very offensive to property owners because they understandably view their backyards as private space. The verbal confrontations are uncomfortable enough but staff is repeatedly threatened by dogs and occasionally by guns. Finally, the timing of the labor demands of performing the shut-off conflict with the labor demands of starting up the irrigation system in the spring.

A mechanism to enforce payment is essential. The staff proposes replacing the over-the-fence irrigation shut-off with the potable water shut-off - as we used to do. We already perform that shut-off for water, sewer and solid waste and it would involve no additional manpower to include irrigation in that list.

The City Engineer and the City Attorney, in consultation with the Mayor, have prepared implementing legislation to accomplish this, with the intent of complying with State Code and preserving the City's rights under the code. The implementing legislation is included partly in this City Code amendment (see Paragraph 7-8-3) and partly in the assessment resolution.

## ORDINANCE NO. 2013-05

**AN ORDINANCE ADOPTING THE CITY OF KUNA MUNICIPAL IRRIGATION SYSTEM REGULATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR APPLICATION FOR SERVICE; PROVIDING FOR ANNUAL IRRIGATION ASSESSMENTS; AUTHORIZING POOLING OF WATER RIGHTS; PROVIDING FOR IRRIGATION SYSTEM CONNECTION FEES; PROVIDING FOR IRRIGATION SERVICE RE-CONNECTION FEES; PROVIDING FOR ANNUAL IRRIGATION ASSESSMENTS PROVIDING FOR ACCESS TO LAND RECEIVING IRRIGATION WATER; RESTRICTING USERS OUTSIDE CITY LIMITS REGARDING IRRIGATION WATER; PROVIDING FOR MISCELLANEOUS REGULATIONS AND REQUIREMENTS; PROVIDING FOR PENALTIES; PROVIDING FEES FOR PRESSURE IRRIGATION (PI) SYSTEM EXTENSIONS; PROVIDING FOR A PRESSURE IRRIGATION CONSTRUCTION REIMBURSEMENT POLICY; PROVIDING FOR CONNECTION PERMITS, INSPECTIONS; PROVIDING FOR A PENALTIES; PROVIDING FOR A SEVERANCE CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article XII, Section 2 of the Idaho Constitution and Idaho Code Section 50-302 allow municipal corporations to adopt regulations which are not contrary to the general laws; and

WHEREAS, the City of Kuna has determined that it is in the best interests of the City of Kuna to adopt an Ordinance setting for certain procedures related to the city's irrigation system.

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

Ordinance Title 7, Chapter 8 entitled, "MUNICIPAL IRRIGATION SYSTEM REGULATIONS" is adopted as follows:

### MUNICIPAL IRRIGATION SYSTEM REGULATIONS

#### Section 1:

##### **7-8-1: - CITY AUTHORITY:**

The irrigation system for the supply of the city shall be under the sole and exclusive control of the city council, who may from time to time direct the construction and extension of such works, placing of mains and service pipes, as the necessity of the city may require. The irrigation system shall be known as "Kuna Municipal Irrigation District".

##### **7-8-2: - APPLICATION FOR SERVICE:**

A.

A landowner desiring to obtain an irrigation system connection permit shall file a written application, with the city, which information shall be in sufficient detail as to adequately inform the city as to the proposed location of the desired irrigation system connection and the demand (estimated consumption) to be used by the connection. The landowner shall be responsible for all construction costs related to the irrigation system connection. Filing of the application with the city does not guarantee that a connection or connections are available and will be provided. All applicable fees and connection charges shall be paid prior to issuing a building permit.

B.

If the city engineer and city council determine that the irrigation system is at or near capacity, acceptance of applications for irrigation system connections will be stopped until such time that the irrigation system has the capacity available to provide service to the new connections.

#### **7-8-3: - ANNUAL IRRIGATION ASSESSMENTS:**

Annual irrigation assessments are set by City Council in compliance with Title 50, Chapter 18, Idaho State Code, as per the schedule approved by resolution of the City Council. As an alternative to the lump sum payment of the annual irrigation assessment, the City Council may establish a procedure to collect the annual irrigation assessment in equal monthly installments, with the number of installments and monthly payment amount set by resolution. The irrigation assessment schedule shall be maintained and available to the public through the city clerk's office.

#### **7-8-4: - POOLING OF IRRIGATION WATER RIGHTS AUTHORIZED:**

Except a landowner makes written demand for delivery of irrigation water in accordance with an appurtenant water right on or before March 1 of the applicable year, all landowners within the service area of the city's irrigation system are deemed to have consented to the pooling of water rights for delivery purposes. Annually, the city shall furnish each irrigation district containing lands within the city's irrigation system a certified list or map showing all such lands for which water rights have been pooled. Assessments for such lands shall be set according to Idaho law.

#### **7-8-5: - IRRIGATION SYSTEM CONNECTION FEES:**

It is hereby established that the total irrigation connection fee to the city irrigation system shall consist of a basic fee which is determined by the area included in the water right, the size of the

service connection and the area to be irrigated, all in accordance with a schedule adopted by resolution of Kuna city council.

**7-8-6: - IRRIGATION SERVICE RE-CONNECTION:**

In the event that the irrigation department is turns off the irrigation\_water connection for non-payment of the assessment and/or any fees, the reconnection fee shall be fifteen dollars (\$15.00), if performed during normal work hours or fifty dollars (\$50.00) if performed after normal work hours, which shall be paid prior to the account being reconnected.

**7-8-7: - IRRIGATION WATER ASSESSMENTS:**

The operation and maintenance costs for irrigation water within the city shall be determined each year by the city council and assessments made according to Idaho law.

**7-8-8: - RIGHT OF ACCESS:**

Any landowner who receives Kuna municipal irrigation water, as a condition of receiving said water, agrees to provide access upon the landowner's real property to any authorized agent of the city to all areas supplied with Kuna irrigation water for the purpose of operating valves, making repairs, examining the apparatus and ensuring that the municipal irrigation system is used in accordance with regulations applicable to using the same.

Any user of the Kuna municipal irrigation system violating any of the rules and regulations controlling the irrigation system shall forfeit all fees and payments made and the right to use of water from the municipal irrigation system.

**7-8-9: - USERS OUTSIDE CITY LIMITS, PROHIBITED:**

No irrigation water shall be furnished from the city irrigation system to landowners outside of the boundaries of the city until state law permits the delivery of irrigation water pooled for delivery purposes to such property. In the event state law permits such delivery, All landowners outside of the boundaries of the city receiving irrigation water from the city irrigation system shall be required to enter into a contract with the city council granting to the said city or its agent the right to go upon the premises of said irrigation water users at any and all times for the purpose of inspection, making repairs or turning off irrigation water, and the said irrigation water users shall further agree in said contract to abide by all the rules and regulations governing the distribution of irrigation water which are applicable to irrigation water users within the city, and to pay for all fees and assessments\_at such rates and such time as the council may determine.

**7-8-10: - MISCELLANEOUS REGULATIONS AND REQUIREMENTS:**

- A. Stopcock: There shall be attached to each service pipe, at or near the point of access to irrigation mains, a stopcock which shall be under the exclusive control of the city.
- B. No Tampering Permitted: Any person or entity who individually, by family, servants, employees, successors, or assigns uses irrigation water from the irrigation system without first paying therefor as provided for in this chapter and, without authority, opens any stop box, valve or other fixtures attached to the city's irrigation system, or shall in any manner injure, deface or impair any part or apparatus or appurtenance of the irrigation system shall be guilty of a misdemeanor and be subject to a one thousand dollar (\$1,000.00) fine for each offense.
- C. Illegally Turning On Irrigation Water: Any person, who, after the irrigation water has been turned off to the property on account of nonpayment of assessments and/or fees, or other violation of the rules and regulations pertaining to the irrigation system, shall turn on or permit the irrigation water to be turned on, or use or permit the irrigation water to be used without authority, shall be guilty of a misdemeanor.
- D. City Not Liable For Shortage: The city shall not be liable for damage to any irrigation water user by reason of the stoppage, or other interruption of his irrigation water supply, caused by scarcity of water, accident to works or mains, alterations, additions, repairs or from other unavoidable causes.
- E. Alternate Day Irrigating: Irrigation from the Kuna municipal pressurized irrigation system may be scheduled to occur on alternate days by order of the City or its agent. Homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.
- F. Homeowners' Associations To Be Obligated For Irrigation Fees and Assessments On Common Lots And Parks: All homeowners' associations using the municipal pressurized irrigation system must pay the fees for the irrigating of common lots and parks within the association's jurisdiction.
- G. Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is prohibited. The City or its agent

may disconnect any service which wastes, causes damage to adjacent property or creates a nuisance through its use of irrigation water from the City system.

**7-8-11: - PRESSURE IRRIGATION (PI) SYSTEM EXTENSIONS:**

All proposed extensions and/or oversizing of the city pressure irrigation system to serve undeveloped areas within or without the existing city limits shall be recommended by the City Engineer and approved in advance by the city council on a case by case basis. The extension of the pressure irrigation system is a privilege and will only be considered when, in the best interests of the city, the extension takes into consideration the city's overall master plan for the pressure irrigation system.

- A. Costs for all extensions and/or oversizing, whether within or without the existing city limits, shall be the responsibility of the property owner or his agent.
- B. All PI system extensions and/or oversizing shall be installed prior to the construction of any new streets unless a special use permit is granted by the city. All design and construction of any extensions and/or oversizing of the PI system shall comply with the official specifications for PI systems and extensions as adopted by the city.
- C. The plans for all extensions and/or oversizing to the PI system shall be prepared and signed by a registered professional engineer as per the licensing requirements of the Idaho Code. Three (3) copies of the plans shall be filed with the city for their review and approval as required by the Idaho Code. In approving a plan for extension and/or oversizing to the PI system, the city reserves the right to impose other requirements such as a special permit fee, right of way limits, sequence of construction, time limits for having existing service disrupted, the filing of a performance bond and other similar measures as may be required to protect the public. No work shall commence on any such extension and/or oversizing until the project has been approved by the city.
- D. After the construction of any PI system extension and/or oversizing, it shall be the obligation of the owner or his agent to have a registered professional engineer certify to the city and to the Idaho department of environmental quality that the said system extensions and/or oversizing were installed in accordance with the approved plans and specifications on file with the respective agencies. Following certification by the registered professional engineer and acceptance by the city, the entire extension and/or oversizing of the PI system, including the city PI

service lines, shall become property of the city and it shall be the city's responsibility to maintain and operate the system thereafter.

E.

If it is necessary for the city to permit a PI service connection and/or PI service line at any time after the extension has been originally accepted by the city, the owner or his agent shall be required to pay all applicable PI hookup fees as well as the standard permit and inspection fees as may be established by the city for such purposes.

#### **7-8-11-1: - PRESSURE IRRIGATION CONSTRUCTION REIMBURSEMENT POLICY:**

The owner or his agent, who has paid for the construction of oversizing or off site extension of the PI system, at the request of the city, may apply to the city for reimbursement for eligible costs incurred in the construction. The city council will establish and maintain a pressure irrigation construction reimbursement policy by adopting a resolution that will establish the method for determination of the appropriate reimbursement available. The amount of the reimbursement due will be reimbursed from the transmission portion of pressure irrigation main line fees collected by the city.

#### **7-8-11-2: - CONNECTION PERMITS AND INSPECTIONS:**

No pressurized irrigation connection shall be allowed until a connection permit application, on a form furnished by the city, has been filed and approved by the city or its authorized employee, and the applicable hookup fees paid. Such form shall require the applicant to notify the city for an inspection of the pressurized connection. If any connection is covered prior to the city's inspection, the applicant will be responsible for the cost of uncovering the pressurized irrigation line and a fine of one hundred dollars (\$100.00), which shall be collected prior to inspection.

#### **7-8-12: - PENALTIES:**

A.

It shall be a criminal misdemeanor up to and including a one thousand dollar (\$1,000.00) fine to connect to the city's pressurized irrigation system without a permit authorized by the city. In addition, the owner of the land upon which the illegal connection is located shall be liable for the costs incurred by the city caused by such illegal connections including legal costs incurred.

B.

It shall be a criminal misdemeanor up to and including a one thousand dollar (\$1,000.00) fine for any developer to connect properties adjacent to property that they are developing to the city's pressurized irrigation system without a permit authorized by the city. Each connection extended to an unauthorized property shall be a separate offense. In addition, the developer shall be liable for the actual costs incurred by the city caused by such illegal connections including any legal costs incurred.

**7-8-13:- 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.

Section 2: This ordinance shall become effective after its adoption and publication as required by law.

ADOPTED this 15th day of January, 2013.

CITY COUNCIL OF THE CITY OF KUNA  
Ada County, Idaho

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W. Greg Nelson, Mayor  
ATTEST:

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Brenda S. Bingham, City Clerk





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## MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: City Water Code Amendment

DATE: January 11, 2013

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REQUEST: **Adopt Amended Water Ordinance.**

The Kuna City Code mixes and mingles provisions governing the operation of our irrigation system among provisions governing our potable water system. The attached proposed code amendment deletes irrigation provisions from the potable water chapter (Title 7, Chapter 5). A companion ordinance creates an irrigation chapter (Title 7, Chapter 8).

**ORDINANCE NO. 2013-06**

**AN ORDINANCE AMENDING THE CITY OF KUNA CODE TITLE 7, CHAPTER 5 REGARDING THE MUNICIPAL IRRIGATION/POTABLE WATER SYSTEM REGULATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR APPLICATION FOR SERVICE; PROVIDING FOR A METHOD OF SETTING RATES; PROVIDING FOR WATER CONNECTION FEES; PROVIDING FOR A REQUIREMENT FOR WATER METERS; PROVIDING FOR A MINIMUM RATE FOR A SINGLE METER WHEN IT IS USED FOR MORE THAN ONE SERVICE; PROVIDING FOR RIGHT OF ACCESS TO PROPERTIES RECEIVING SERVICE; PROHIBITING WATER SERVICE OUTSIDE OF CITY LIMITS; PROVIDING FOR MISCELLANEOUS REGULATIONS AND REQUIREMENTS; PROVIDING FOR REGULATIONS REGARDING FIRE HYDRANTS; PROVIDING FOR WATER SYSTEM EXTENSIONS; PROVIDING FOR A WATER SYSTEM EXTENSION REIMBURSEMENT POLICY; PROVIDING FOR A PENALTY; PROVIDING FOR A SEVERANCE CLAUSE, PROVIDING FOR RE-NUMBERING OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article XII, Section 2 of the Idaho Constitution and Idaho Code Section 50-302 allow municipal corporations to adopt regulations which are not contrary to the general laws; and

WHEREAS, the City of Kuna has determined that it is in the best interests of the City of Kuna to amend the existing ordinance to separate the City's irrigation system regulations from the City's potable water system regulations.

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

Ordinance Title 7, Chapter 8 entitled, "MUNICIPAL POTABLE WATER SYSTEM REGULATIONS" is adopted as follows:

**MUNICIPAL POTABLE WATER SYSTEM REGULATIONS**

Section 1:

**7-5-1: - CITY AUTHORITY:**

The water system for the supply of the city shall be under the sole and exclusive control of the city council, who may from time to time direct the construction and extension of such works, placing of mains, service pipes and fire hydrants, as the necessity of the city may require.

*(Ord. 18, 5-23-1917)*

**7-5-2: - APPLICATION FOR SERVICE:**

A.

An applicant desiring to obtain a water connection permit shall file a request with the city. Such request shall be in sufficient detail as to adequately inform the city as to the proposed location of the desired water connection and the demand in equivalent single-family connections. The property owner shall be responsible for all construction costs related to the water connection. All applicable fees and connection charges shall be paid prior to issuing a building permit. Acceptance of the application by the city does not guarantee that connections are available and will be provided.

B.

If the city engineer and city council determine that the water system is at or near capacity, acceptance of application for water connections will be stopped until such time that the water system has capacity available. At such time when applications are stopped from being accepted at least ten (10) water connections will be withheld for special or emergency connections to be given out at the discretion of the Kuna city council upon the recommendation of the city engineer.

*(Ord. 683, 7-20-2004)*

#### **7-5-3: - POTABLE WATER RATES**

The monthly service rate for potable water shall be as set forth per a schedule approved by the city council which may be adjusted or modified from time to time as circumstances require by the city council by resolution. Such schedule shall be maintained and available to the public through the city clerk's office.

*(Ord. 2008-26, 9-2-2008)*

#### ~~**7-5-4: - POOLING OF IRRIGATION WATER RIGHTS AUTHORIZED:**~~

~~Except a landowner who makes written demand for delivery of irrigation water in accordance with an appurtenant water right on or before March 1 of the applicable year, all landowners within the service area of the city's irrigation system are deemed to have consented to the pooling of water rights for delivery purposes. Annually, the city shall furnish each irrigation district containing lands within the city's irrigation system a certified list or map showing all such lands for which water rights have been pooled. Assessments for such lands shall be set according to Idaho law.~~

*(Ord. 2008-26, 9-2-2008)*

#### **7-5-4: - WATER CONNECTION FEES:**

It is hereby established that the total water connection fee to the city water system shall consist of a basic fee ~~that which~~ is determined by the size of the service as indicated by resolution from the Kuna city council. In the event that the water department is forced to turn off the water

connection or in turn reconnect a delinquent account, the fee shall be twenty dollars (\$20.00) during working hours and fifty dollars (\$50.00) during nonworking hours.

*(Ord. 2007-02A, 7-17-2007)*

~~**7-5-6: - IRRIGATION WATER ASSESSMENTS:**~~

~~The operation and maintenance costs for irrigation water within the city shall be determined each year by the city council and assessments made according to Idaho law.~~

*(Ord. 2008-26, 9-2-2008)*

**7-5-57: - WATER METERS REQUIRED:**

All potable water shall be read by meter.

*(Ord. 2008-26, 9-2-2008)*

**7-5-68: - SINGLE METER, MULTIPLE USERS:**

When two (2) or more houses or two (2) or more families are supplied with water through the same meter or tap, each house or family shall be required to pay not less than a minimum rate.

*(Ord. 18, 5-23-1917)*

**7-5-79: - RIGHT OF ACCESS:**

Any landowner who receives Kuna potable water, as a condition of receiving said water, agrees to provide access upon the landowner's real property to any authorized agent of the city to all areas supplied with Kuna potable water for the purpose of operating valves, making repairs, examining the apparatus and ensuring that the potable system is used in accordance with regulations applicable to using the same.

Any user of the Kuna potable water system violating any of the rules and regulations controlling the irrigation system shall forfeit all fees and payments made and the right to use of water from the potable water system.

~~Free access at all reasonable hours shall be allowed any authorized agent of the city to all places supplied with water to read the meter, examine the apparatus, the amount of water used and the manner of using the same. Any water user violating any of the rules and regulations controlling the water supply shall forfeit all payments made and the right to use of water.~~

*(Ord. 18, 5-23-1917; amd. 1985 Code)*

**7-5-108: - USERS OUTSIDE CITY LIMITS, REQUIREMENTS:**

No water shall be furnished from the city waterworks to property owners outside of the boundaries of the city unless and until the pipelines and conduits of such users are equipped with the proper fittings and cutoffs and are of the proper dimensions according to the rules and regulations of the city council.

All property owners outside of the boundaries of the city receiving water from the city waterworks shall be required to enter into a contract with the city council granting to the said city or its agent or water master the right to go upon the premises of said water users at any and all times for the purpose of inspection, making repairs or turning off water, and the said water users shall further agree in said contract to abide by all the rules and regulations governing the distribution of water which are applicable to water users within the city, and to pay for all water used at such rates and such time as the council may determine. No water shall be furnished after September 1, 1933, to any outside water user not under contract.

*(Ord. 54, 7-6-1933)*

**~~7-5 XX11: - IRRIGATION SYSTEMS IN SUBDIVISIONS:~~**

*(Rep. by Ord. 297, 6-4-1985)*

**7-5-8912: - MISCELLANEOUS REGULATIONS AND REQUIREMENTS:**

A.

Stopcock: There shall be attached to each service pipe, at or near the property line, a stopcock which shall be under the exclusive control of the city.

*(Ord. 18, 5-23-1917; amd. 1985 Code)*

B.

No Tampering Permitted: Any person or entity who individually, by family, servants, employees, successors, or assigns uses the water from the water system without first paying therefore as provided for in this chapter and, without authority, opens any stop box, valve or other fixtures attached to the city's water system, or shall in any manner injure, deface or impair any part or apparatus or appurtenance of the waterworks shall be guilty of a misdemeanor and be subject to a one thousand dollar (\$1,000.00) fine for each offense.

*(Ord. 699, 12-21-2004)*

C.

Illegally Turning On Water: If any person, after the water has been turned off from his premises on account of nonpayment of rates, or other violation of the rules and regulations pertaining to the water supply, shall turn on or permit the water to be turned on, or use or permit the water to be used without authority, he shall be guilty of a misdemeanor.

*(Ord. 18, 5-23-1917; amd. 1985 Code)*

D.

City Not Liable For Shortage: The city shall not be liable for damage to any water user by reason of the stoppage, or other interruption of his water supply, caused by scarcity of water, accident to works or mains, alterations, additions, repairs or from other unavoidable causes.

*(Ord. 18, 5-23-1917)*

~~E.~~

~~Alternate Day Irrigating: Irrigation from the Kuna municipal pressurized irrigation system will be scheduled to occur on alternate days. Homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.~~

~~F.~~

~~Homeowners' Associations To Be Obligated For Irrigation Fees On Common Lots And Parks: All homeowners' associations using the municipal pressurized irrigation system must pay the fees for the irrigating of common lots and parks within the association's jurisdiction.~~

*(Ord. 633, 4-14-2003)*

EG.

Sale Of Bulk City Water: Bulk water will be provided from the Kuna municipal water system at a metered station located at the water tank in the city park. Tokens shall be purchased from the Kuna city hall at a fee of one dollar (\$1.00) for one to five hundred (500) gallons of water. Bulk water fees shall be reviewed as necessary and fees set by resolution of the Kuna city council. A fee schedule shall be available at city hall.

*(Ord. 699, 12-21-2004)*

**7-5-91013: - FIRE HYDRANTS:**

A.

Access: All public fire hydrants shall be kept in repair by the city, and in case of fire, the members of the fire department and such other persons as the city shall authorize, shall have free access to such hydrants. No other person shall open or operate such fire hydrants, or attempt to draw water therefrom, or obstruct the approach thereto, unless such person shall have first been authorized so to do by the city.

*(Ord. 18, 5-23-1917; amd. 1985 Code)*

B.

Prohibited Acts: Any person who shall willfully or carelessly run or permit any vehicle to be run against a fire hydrant or hitch any animal to the same, or draw or

attempt to draw water therefrom shall be deemed guilty of a misdemeanor. Any one willfully attempting to or drawing water from a fire hydrant without proper authorization shall be subject to a one thousand dollar (\$1,000.00) fine for each offense. The city shall retain, at its option, the right to pursue criminal or civil action as necessary.

*(Ord. 699, 12-21-2004)*

C.

Fire Chief's Authority: Wrenches for fire hydrants shall be furnished by the fire chief for the use of the members of the fire department, and to such other persons as he may deem proper, and any officer or member of the fire department or other persons having charge of one or more wrenches, who shall permit the same to be taken from their place of deposit, or to be used for any other purpose than that authorized by the fire chief, shall be liable to a fine not exceeding fifty dollars (\$50.00) and costs for each offense.

*(Ord. 18, 5-23-1917)*

*(Ord. 18, 5-23-1917)*

#### **7-5-1015: - WATER SYSTEM EXTENSIONS:**

All proposed extensions and/or oversizing of the city water system to serve undeveloped areas within or without the existing city limits shall be recommended by the planning and zoning commission and approved in advance by the city council on a case by case basis. The extension of the water system is a privilege and will only be considered when, in the best interests of the city, the extension takes into consideration the city's overall master plan for the water system.

Costs for all extensions and/or oversizing, whether within or without the existing city limits, shall be the responsibility of the property owner or his agent.

All water system extensions and/or oversizing shall be installed prior to the construction of any new streets unless a special use permit is granted by the city. All design and construction of any extensions and/or oversizing of the water system shall comply with the official specifications for water systems and extensions as adopted by the city.

The plans for all extensions and/or oversizing to the water system shall be prepared and signed by a registered professional engineer as per the licensing requirements of the Idaho Code. Three (3) copies of the plans shall be filed with the city as required by the Idaho Code. In approving a plan for extension and/or oversizing to the water system, the city reserves the right to impose other requirements such as a special permit fee, right of way limits, sequence of construction, time limits for having existing service disrupted, the filing of a performance bond and other similar measures as may be required to protect the public. No work shall commence on any such extension and/or oversizing until the project has been approved by the city.

After the construction of any water system extension and/or oversizing, it shall be the obligation of the owner or his agent, to have a registered professional engineer certify to the city and to the Idaho department of environmental quality that the said system extensions and/or oversizing were installed in accordance with the approved plans and specifications on file with the respective agencies. Following certification by the registered professional engineer and acceptance by the city, the entire extension and/or oversizing of the water system, including the city water service lines, shall become property of the city and it shall be the city's responsibility to maintain and operate the system thereafter.

If it is necessary for the city to permit a water service connection and/or water service line at any time after the extension has been originally accepted by the city, the owner or his agent shall be required to pay all applicable water hookup fees as well as the standard permit and inspection fees as may be established by the city for such purposes.

*(Ord. 2007-06, 9-18-2007)*

#### **7-5-1025-1: - WATER CONSTRUCTION REIMBURSEMENT POLICY:**

The owner or his agent, who has paid for the construction of oversizing or off site extension of the water system at the request of the city, may apply to the city for reimbursement of eligible costs incurred in the construction. The city council will establish and maintain a water construction reimbursement policy by adopting a resolution that will establish the method for determination of the appropriate reimbursement available. The amount of the reimbursement due will be reimbursed from the water main capacity fee collected by the city.

*(Ord. 2007-06, 9-18-2007)*

#### **~~7-5-16: - PRESSURE IRRIGATION (PI) SYSTEM EXTENSIONS:~~**

~~All proposed extensions and/or oversizing of the city pressure irrigation system to serve undeveloped areas within or without the existing city limits shall be recommended by the planning and zoning commission and approved in advance by the city council on a case by case basis. The extension of the pressure irrigation system is a privilege and will only be considered when, in the best interests of the city, the extension takes into consideration the city's overall master plan for the pressure irrigation system.~~

~~Costs for all extensions and/or oversizing, whether within or without the existing city limits, shall be the responsibility of the property owner or his agent.~~

~~All PI system extensions and/or oversizing shall be installed prior to the construction of any new streets unless a special use permit is granted by the city. All design and construction of any extensions and/or oversizing of the PI system shall comply with the official specifications for PI systems and extensions as adopted by the city.~~

~~The plans for all extensions and/or oversizing to the PI system shall be prepared and signed by a registered professional engineer as per the licensing requirements of the Idaho Code. Three (3) copies of the plans shall be filed with the city for their review and approval as required by the Idaho Code. In approving a plan for extension and/or oversizing to the PI system, the city reserves the right to impose other requirements such as a special permit fee, right of way limits, sequence of construction, time limits for having existing service disrupted, the filing of a performance bond and other similar measures as may be required to protect the public. No work shall commence on any such extension and/or oversizing until the project has been approved by the city.~~

~~After the construction of any PI system extension and/or oversizing, it shall be the obligation of the owner or his agent to have a registered professional engineer certify to the city and to the Idaho department of environmental quality that the said system extensions and/or oversizing were installed in accordance with the approved plans and specifications on file with the respective agencies. Following certification by the registered professional engineer and acceptance by the city, the entire extension and/or oversizing of the PI system, including the city PI service lines, shall become property of the city and it shall be the city's responsibility to maintain and operate the system thereafter.~~

~~If it is necessary for the city to permit a PI service connection and/or PI service line at any time after the extension has been originally accepted by the city, the owner or his agent shall be required to pay all applicable PI hookup fees as well as the standard permit and inspection fees as may be established by the city for such purposes.~~

~~(Ord. 2007-04, 9-18-2007)~~

#### ~~**7-5-16-1: PRESSURE IRRIGATION CONSTRUCTION REIMBURSEMENT POLICY:**~~

~~The owner or his agent, who has paid for the construction of oversizing or off site extension of the PI system, at the request of the city, may apply to the city for reimbursement for eligible costs incurred in the construction. The city council will establish and maintain a pressure irrigation construction reimbursement policy by adopting a resolution that will establish the method for determination of the appropriate reimbursement available. The amount of the reimbursement due will be reimbursed from the transmission portion of pressure irrigation main line fees collected by the city.~~

~~(Ord. 2007-04, 9-18-2007)~~

#### ~~**7-5-16-2: CONNECTION PERMITS, INSPECTIONS, AND PENALTIES:**~~

~~A.~~

~~No pressurized irrigation connection shall be allowed until a connection permit, on a form furnished by the city, has been submitted and approved by the city or its~~

~~authorized employee and the applicable hookup fees paid. Such form shall require the applicant to notify the city for an inspection of the pressurized connection. If any connection is covered prior to the city's inspection, the applicant will be responsible for the cost of uncovering the pressurized irrigation line and a fine of one hundred dollars (\$100.00), which shall be collected prior to inspection.~~

~~B.~~

~~It shall be a criminal misdemeanor up to and including a one thousand dollar (\$1,000.00) fine to connect to the city's pressurized irrigation system without a permit authorized by the city. In addition, the owner of the land upon which the illegal connection is located shall be liable for the costs incurred by the city caused by such illegal connections including legal costs incurred.~~

~~C.~~

~~It shall be a criminal misdemeanor up to and including a one thousand dollar (\$1,000.00) fine for any developer to connect properties adjacent to property that they are developing to the city's pressurized irrigation system without a permit authorized by the city. Each connection extended to an unauthorized property shall be a separate offense. In addition, the developer shall be liable for the actual costs incurred by the city caused by such illegal connections including any legal costs incurred.~~

*(Ord. 2007-04, 9-18-2007)*

**7-5-113: - PENALTY:**

Any person violating the provisions of this chapter shall be guilty of a misdemeanor.

**7-5-1242:- 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.

Section 2: This ordinance shall become effective after its adoption and publication as required by law.

ADOPTED this \_day of \_\_\_\_\_,.

CITY COUNCIL OF THE CITY OF KUNA  
Ada County, Idaho

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W. Greg Nelson, Mayor

ATTEST:

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| Brenda S. Bingham, City Clerk