

## OFFICIALS

Joe Stear, Mayor  
Pat Jones, Council President  
Briana Buban-Vonder Haar, Council Member  
Richard Cardoza, Council Member  
Greg McPherson, Council Member



## CITY OF KUNA

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

### City Council Meeting AGENDA Tuesday, June 7, 2016

#### 6:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Karen Hernandez, United Methodist Church
3. **Pledge of Allegiance:** Mayor Stear
4. **Consent Agenda:**

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

#### A. City Council Meeting Minutes:

1. Regular City Council Minutes, March 18, 2016

#### B. Accounts Payable Dated June 2, 2016 in the Amount of \$329,191.31

#### C. Resolutions

1. Resolution R42-2016 NE Kuna Farms EDU Transfer

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE TRANSFER OF 621 KUNA NORTH SEWER TREATMENT CONNECTION CERTIFICATES FROM COREY D. BARTON TO NE KUNA FARMS, LLC; AND AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY ENGINEER TO EXECUTE THE TRANSFER DOCUMENT.

#### D. The Findings of Fact

1. A request by P & F Development to change to the Comprehensive Plan Map (Comp Plan) designation for lot 2, block 6 within the Mineral Springs No. 2

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. 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.

Subdivision, from commercial to residential. The applicant also requests to rezone approximately 6.50 acres (lot 2, block 6) from C-1 (Neighborhood Business District) to R-4 (Low Density Residential) and Preliminary Plat approval for 12 buildable lots within the previously constructed Mineral Springs Subdivision No. 2.

**5. Community Reports or Requests:**

- A.** Shane and Cathy Summers, Freedom Fitness – Discussion on proposed partnership for pool and fitness facility.

Shane and Cathy Summers have secured funding for a pool and fitness facility and would like to partner with the City of Kuna on the possibility of a long term lease of 7 acres on city owned property to build the proposed pool and fitness facility.

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

- A.** 16-02-AN (Annexation) Gerald & Evelyn Butler/Jayne Butler – Trevor Kesner, Planner II

Applicant is requesting approval to annex an approximately 1.145 acres parcel located at 7945 S. Linder Road into the City of Kuna with a ‘C-1’ (Commercial) zoning designation.

- B.** Ordinance No. 2016-16 Amending KCC Title 5 – Zoning Regulations – Wendy Howell – Planning & Zoning Director

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING KCC 5-1-6-2 “COMMENCEMENT OF CONSTRUCTION” TO INCLUDE THE PREPAYMENT OF PREPAID SEWER HOOK UPS OR LID EDU’S; AMENDING KCC 6-2-3 ENTITLED “PRELIMINARY PLAT” TO CLARIFY CERTAIN SECTIONS REGARDING THE APPROVAL PERIOD FOR A PRELIMINARY PLAT, REMOVING LANGUAGE REGARDING CONSTRUCTION PHASING AND THE REQUIREMENT THAT THE DEVELOPER PROVIDE A TIME SCHEDULE WITH START AND COMPLETION DATES, ADDING LANGUAGE TO REQUIRE SIXTY (60) DAYS NOTICE PRIOR TO A PLAT EXPIRING, ADDING LANGUAGE THAT A DEVELOPER MAY RECEIVE A PRELIMINARY PLAT REINSTATEMENT IF THERE HAS BEEN COMMENCEMENT OF CONSTRUCTION, SETTING FORTH CONDITIONS FOR MAKING APPLICATION FOR A PRELIMINARY PLAT EXTENSION APPLICATION INCLUDING PAYMENT OF PAST DUE FEES, REQUIRING PRELIMINARY PLATS THAT HAVE BEEN EXTENDED WHERE THE DEVELOPER ALSO REQUEST A CHANGE IN PHASING TO

RECEIVE CITY COUNCIL APPROVAL IF THE PHASING HAS A REQUIREMENT SUCH AS A SWIMMING POOL OR OTHER AMENITY; AMENDING KCC 6-2-4 ENTITLED "FINAL PLAT" TO MAKE CERTAIN CHANGES TO CLARIFY THE APPROVAL PROCESS, ADDING A REQUIREMENT THAT ALL EASEMENTS BE SHOWN ON ALL LOT LINES, AND ADDING TO THE PLAT NOTES THAT HOA COMMON LOTS IRRIGATION ASSESSMENTS ARE FRACTIONALLY ASSESSED TO THE INDIVIDUAL IMPROVED LOTS; AND PROVIDING AN EFFECTIVE DATE.

- C. Request to table the public hearing until June 21, 2016 for Ordinance No. 2016-12, Park Impact Fees
- D. Resolution R16-2016 City Parks and Public Property Amended Fees – Chris Engels, City Clerk

CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE. A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R26-2015 TO AMEND THE RENTAL FEES FOR THE SENIOR CENTER ON THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE

**7. Business Items:**

- A. Discussion regarding Temporary/Special Event Vendors – Pat Jones, Council President
- B. Resolution R40-2016 Park Use Agreement – Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PARK USE AGREEMENT FOR BERNIE FISHER PARK WHERE THE FEE IS WAIVED IN CONSIDERATION OF THE NON-PROFIT ENTITY PERFORMING A COMMUNITY SERVICE AT A CITY PARK AND THE EVENT IS FREE AND OPEN TO THE GENERAL PUBLIC; AND AUTHORIZING THE CITY CLERK TO SIGN THE PARK USE AGREEMENT FORM

- C. Resolution R41-2016 ACHD Agreement for Main St. Improvements - Chris Engels, City Clerk

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE INTERAGENCY AGREEMENT BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA FOR ROADWAY IMPROVEMENTS ALONG MAIN STREET BETWEEN AVENUE C AND AVENUE E.

- D. Resolution No. R43-2016 Approve Agreement with Bailey Engineering, Inc. for Design of Memory Ranch Regional Lift Station – Gordon Law, City Engineer

RESOLUTION AWARDING CONTRACT FOR CONSULTING SERVICES TO BAILEY ENGINEERING, INC. IN THE AMOUNT OF \$13,600.00 FOR DESIGN OF THE MEMORY RANCH REGIONAL LIFT STATION PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONSULTANT.

**8. Ordinances:**

- A.** Ordinance No. 2016-14 (14-02-AN) Annexing Certain Real Property for Yvonne & Mark Kirkpatrick

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1315427802 AND PARCEL NO. S1315427820 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

- B.** Ordinance No. 2016-15 Rezoning Part of Mineral Springs No. 2 Subdivision

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE REZONING PARCEL R5741281000, PART OF THE MINERAL SPRINGS NO. 2 SUBDIVISION, FROM C-1 TO R-4; SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

- C.** *Second Reading* of Ordinance No. 2016-09A Amending Ordinance No. 2016-09 to Modify and Re-Number Certain Sections

*Consideration to waive third reading*

*Consideration to approve ordinance*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING ORDINANCE NO. 2016-09- THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE TO MODIFY AND RE-NUMBER CERTAIN SECTIONS, SPECIFICALLY: SECTION 7-7-6a ENTITLED “THIRD PARTY BILLING AGENT” TO ALLOW THE CITY TO PROVIDE THE FORM FOR THE THIRD PARTY AGENT; SECTION 7-7-6b ENTITLED “SECONDARY RECIPIENT OF BILLS” TO PROVIDE FOR THE BILLING PROCESS TO BE PERFORMED BY THE CITY WHEN IMPLEMENTED AND THE NOTICING OF THE SHUT OFF WARNING; SECTION 7-7-9 ENTITLED “INDIGENCY DISCOUNT” TO CLARIFY THAT THE PROGRAM IS AVAILABLE ONLY IF THE FUNDS ARE APPROPRIATED BY THE CITY COUNCIL; SECTION 7-7-12 ENTITLED “LATE FEE” TO PROVIDE THAT THE LATE FEE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE LAST DAY OF THE MONTH; SECTION 7-7-14 ENTITLED “ACCOUNT SHUT OFF” TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR SHUTOFFS OF ACCOUNTS PAST DUE SIXTY (60) DAYS; SECTION 7-7-15 ENTITLED “ACCOUNT TURN ON- WATER SERVICE” TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR ACCOUNT WATER TURN ON SERVICE AND CHARGES INCLUDE ALL CHARGES OR FEES THAT HAVE ACCRUED SINCE THE LAST BILL; SECTION 7-7-16 ENTITLED “NOTICE OF SHUT OFF-WATER SERVICE” TO PROVIDE THAT NOTICE OF SHUT OFF MAY BE TRANSMITTED BY ELECTRONIC DELIVERY OR AUTOMATED DIALER IN LIEU OF POSTING ON THE PROPERTY; SECTION 7-7-17 ENTITLED “PAYMENT ARRANGEMENTS” TO PROVIDE THAT THE LATE FEE SHALL BE SUSPENDED IF THE PAYMENT AGREEMENT IS COMPLIED WITH OR IMPOSED IF IT IS NOT COMPLIED WITH; SECTION 7-7-18 ENTITLED “HARDSHIP ARRANGEMENTS” TO ALLOW THE CITY TO PROVIDE THE FORM FOR HARDSHIP REQUEST AND FOR THE SUSPENSION OF ANY LATE FEES IF THE PAYMENT AGREEMENT IS COMPLIED WITH; ADDING SECTION 7-7-13 ENTITLED “ACCOUNT SHUT OFF WARNING” TO ADD A SECTION TO PROVIDE FOR A SHUT OFF WARNING; AND CHANGING THE EFFECTIVE DATE TO AUGUST 31, 2016.

**D. *Third Reading*** and consideration to approve Ordinance No. 2016-11 Amending Business License Code

*Consideration to approve ordinance*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING THE CITY OF KUNA, IDAHO’S BUSINESS LICENSING CODE TO CLARIFY THAT IT APPLIES TO A COMMERCIAL BUSINESS OR HOME OCCUPATION OPERATING WITHIN THE CITY LIMITS; STRIKING THE EXCEPTIONS TO LICENSE REQUIREMENT; PROVIDING THAT THE CLERK OR DESIGNEE MAY ISSUE THE LICENSE; STRIKING THE FEE AMOUNT AND PROVIDING THAT THE FEE SHALL BE SET BY

RESOLUTION OF THE CITY COUNCIL; PROVIDING THAT LICENSE FEES SHALL BE PAID IN FULL; PROVIDING THE APPLICATION FOR LICENSE SHALL BE SUBMITTED TO THE CLERK AND PAID IN FULL; PROVIDING FOR SUSPENSION OF LICENSES; PROVIDING A LICENSE SHALL BE VALID FOR A DURATION OF TWELVE (12) MONTHS; PROVIDING THAT FAILURE TO PROCURE A LICENSE SHALL BE PUNISHABLE AS AN INFRACTION IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH VIOLATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**10. Announcements:**

**11. Executive Session:**

**12. Adjournment:**



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## CITY OF KUNA

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

### City Council Meeting MINUTES Wednesday, May 18, 2016

#### 6:00 P.M. REGULAR CITY COUNCIL

##### 1. Call to Order and Roll Call

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

**CITY STAFF PRESENT:** Richard Roats, City Attorney  
 Chris Engels, City Clerk  
 Wendy Howell, P & Z Director  
 Bobby Withrow, Parks Director  
 Gordon Law, City Engineer  
 John Marsh, City Treasurer  
 Bob Bachman, Fleet/Facilities Director

##### 2. Invocation: None

##### 3. Pledge of Allegiance: Mayor Stear

##### 4. Consent Agenda: (Timestamp 00:00:44)

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##### A. City Council Meeting Minutes:

##### 1. Regular City Council Minutes, May 3, 2016

- B. Accounts Payable Dated May 12, 2016 in the Amount of \$450,183.58
- C. Alcohol Licenses:
- D. Resolutions

**Council President Jones moved to approve the consent agenda. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.**

**5. Community Reports or Requests:**

*(Timestamp 00:01:13)*

**A. Ada County Assessors Annual Report – Robert McQuade, Ada County Assessor**

Mr. McQuade updated the Council that 190,000 assessments will be going out in Ada County and 7,200 of those are for property owners. The numbers are not final but are very close. He explained that, in regards to the assessment, questions have come up about why land and improvement are separated. The reason for it goes back to the original homeowner's exemption in the early 1980s. Houses used to be the only thing that could get an exemption, not land, so they had to be separate. That was changed to the homestead exemption in 2006, making it possible for land to get an exemption as well as the building. He believes the separation on the assessment is a carryover from that and it won't be changed for transparency purposes.

Mr. McQuade went over the market value of Kuna and the numbers that deal with that. The market value of the City of Kuna, as of January 1, 2016, is \$1 billion, which is up 12% over last year. Removing the homeowner's exemption amount of \$327 million and factoring in the operating property amount of \$14 million leaves the potential taxable value of Kuna at \$690 million which is 18% over last year's value. Residential taxable market value is \$922 million, which is up 12% over last year. There is an 8% medium increase. County wide there is a 7% increase so Kuna is a little higher than county wide. Mr. McQuade believes this is because Kuna is still climbing out of the housing collapse. He feels Kuna will be good by next year. Commercial property taxable value is \$74 million, which is an 11% increase. Personal property taxable value is \$6.7 million, which is much lower than the years prior to 2012, when Kuna had an assessment of \$8.4 million. This is due to personal property tax exemption being added in. Total market value of all commercial is just about \$81 million.

Mr. McQuade discussed new construction. It is important to the county and the cities because budgets can be increased by 3%. Taxable value of new construction is \$3.5 million which is a 57% increase from last year. Residential is \$316 million which is up 30%. Commercial taxable value is \$3 million and that is up 121% over the previous year. The number that really caught his attention was the new subs and change in status of sub divided land. It is \$11.3 million which is up 100% from last year's value.

Mr. McQuade talked about the tax burden in Kuna. Residential pays 86% of the taxable value. Commercial pays 14%. County wide it is 67%. Kuna puts a lot more on the residential populace.

To wrap things up Mr. McQuade stated that typically residential increase is expected to be around 4.5% or 5%, but Kuna is at 8%. Kuna is strong in residential, commercial, and new construction value. The population increased by 20,000 which is a 4% increase. It does not seem like a lot but looking at that amount of increase over the course of twenty (20) years it becomes a staggering number.

Mr. McQuade stood for questions.

Council Member Buban-Vonder Haar thanked Mr. McQuade for his presentation. She said she really enjoyed it.

Mr. McQuade said he really enjoys doing this and thanked Council for the opportunity.

Mayor Stear thanked Mr. McQuade for his presentation.

**6. Public Hearings:** (6:00 p.m. or as soon thereafter as matters may be heard.)  
(Timestamp 00:11:25)

**A. Ordinance No. 2016-11 and Resolution No. R37-2016 Business License Renewals and Associated Fees – Chris Engels, City Clerk**

**1. Public Hearing on Resolution No. R37-2016 Establishing Fees for Business Licenses**

City Clerk Chris Engels stated that she had the fee schedule published for the public hearing to establish the business license fees discussed in the previous council meeting. She stood for questions.

There were no questions.

Mayor Stear opened the public hearing

Support: None

Against: None

Neutral: None

Mayor Stear closed the public hearing.

**Council Member Buban-Vonder Haar moved to close the public hearing on Ordinance No. 2016-11 and Resolution No. R37-2016. Seconded by council member McPherson. Motion carried 4-0.**

2. Consideration to approve Resolution R37-2016 Establishing Fees for Business Licenses

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO  
ESTABLISHING FEES FOR BUSINESS LICENSES ISSUED BY THE CITY  
OF KUNA, IDAHO.

Ms. Engels requested the Council consider approving Resolution R37-2016 establishing the fees and effective dates and to continue on with the three (3) readings of Ordinance No. 2016-11 amending the business license code.

Council Member Buban-Vonder Haar asked if a courtesy copy of the resolution had been sent to the Chamber of Commerce. She was surprised no one was saying anything about it because business licenses have always been ridiculously cheap in Kuna.

Ms. Engels said that she talked with Fabiola, the Chamber President, and the Economic Development Committee about it, but she had not sent anything over to them. She said she could certainly do that though and if the Council would like to wait until the next City Council Meeting to approve the resolution that would be fine.

Council Member Cardoza asked about the twenty-five dollar (\$25) fee for failure to procure a license as an infraction. He wanted to know if this fee was in addition to the twenty-five dollar (\$25) fee (sic) (resolution is \$24) for the license or does the infraction fee get you the license. Council Member Cardoza said he felt it was a bit ambiguous

Ms. Engels deferred to Richard Roats, City Attorney, on the verbiage.

Mr. Roats said that the twenty five dollar (\$25) infraction is in addition. As an infraction, it goes to the court system as a citation and the court imposes the twenty-five dollar (\$25) penalty.

Council President Jones asked Ms. Engels how the business license applications are processed and what the timeline for that is.

Ms. Engels explained that before the Clerks Office can accept the application it has to be complete; meaning that applicants need to have seen Planning and Zoning, have the zoning reviewed, if there is a building inspection required they have to comply with that first, if it is a new build they need to have occupancy, and if it needs fire approval that needs to happen as well. When an application is brought to the Clerks Office it is reviewed to make sure that all required departments have approved it and that the applicant has provided any required supporting documents, such as CDC certification. It is then added to the system and signed. This process can take approximately three (3) to five (5) days.

Council President Jones asked if applying for a business license triggers inspections.

Ms. Engels gave an analogy of someone applying for a business license because they opened a motor repair shop in their garage. They would go to Planning and Zoning and have the zoning of the location reviewed to see if the code allows for that. If the code allows for that they would determine if any kind of inspection is needed for that type of business. Once that is done, depending on what type of business it is, the fire department may or may not need to sign off on it. If the zoning does not allow it, the business license cannot be issued. At that point the business owner would need to work with Planning and Zoning to see what options are available.

Council President Jones asked if anything would be triggered for established businesses.

Ms. Engels said not unless changes have been made to the structure of the building or something along those lines. Also, if a business switches from something like insurance sales to food service, something could be triggered.

Council President Jones said he is all for the license; it will benefit the city to have this information. He just wants to make sure that another burden is not being created for businesses by holding up licenses with extra hurdles for them to get through. He said that doesn't seem to be the case; there are no requirements above and beyond the normal.

Ms. Engels said the only time above and beyond would occur would be if a business had substantially changed; such as the building, type of business, ownership changes, and the like.

Council President Jones asked Bob Bachman, Facilities Director, how the City would know if an existing business in an older building needs to make updates to the structure. He wanted to know how the City would protect the public and if the City has any control in these situations.

Mr. Bachman said if City staff observes a problem or if someone reports one to the City, the City does have the authority to go into a business to do an inspection, especially if it is a life safety issue. As far as going in and making someone change something that is in existing use, unless one of the changes Ms. Engels listed previously such as changing from an A use to a B use, the City can't really do anything because they fall under the existing building code. They are allowed to continue to operate as is, as long as there are no life safety issues.

Council President Jones said that is his main concern. He feels that the City has some duty to make sure the public is safe.

Mr. Bachman gave an example of a time when some fascia fell off a building sparking an inspection in order to make sure a safe environment was being maintained. There have been a few other instances like that.

Council President Jones asked Mr. Roats what section 3-4-7 from Ordinance 2016-11 is. There is nothing listed under it.

Ms. Engels told the Council that the redline version of the ordinance had somehow been left out of the agenda packet. The redline version shows that section has been removed and renumbered.

Council President Jones asked if the intent was to make business license expiration dates coincide with corresponding licenses such as alcohol licenses.

Ms. Engels said yes, if the business owner is agreeable.

Council President Jones wanted to know, if there is a difference between the expiration date of a business' license and the business' alcohol license, for example one license expires four (4) months before the other, would the City make the business pay for the four (4) months and then pay again when the other license expires in order to get the licenses to expire at the same time after that.

Ms. Engels said that, in the renewal process for existing businesses, the hope is to use some latitude to get everybody on the same page. However, she has not had a situation where a business that has alcohol does not implement their alcohol license and business license at the same time. They typically are applied for at the same time because they need to be.

Council President Jones said he agrees that it is easier to do both licenses at the same time. He would prefer that businesses not have to pay extra to make the expiration dates match though.

Ms. Engels agreed and said that the effort would be made to use latitude when existing business come in.

Council Member Cardoza asked why licenses are not transferrable if the business doesn't change but, for example, the location changes.

Ms. Engels said a license is only not transferable to a new owner. If a new owner purchases the building they need to come in and get a license under their name. Typically licenses are not transferable because a new account is required. The reason that new licenses are more expensive than renewals is the cost to the City to get them in the database, bill their account, and to process them. If someone comes in and purchases an existing business the city has to set up a new account under the new owner. It is, in essence, a new business.

Council Member Cardoza asked why the license cannot be transferred for the time between the purchase of the business and the license expiration date and then changed at the time of renewal.

Ms. Engels explained that the City tracks businesses by the owners not the business. When a new owner purchases an existing business, the business is attached to the new owner under a whole new account.

Council Member Cardoza asked why it would be a whole new account when the only thing that changes is the owner's name.

Ms. Engels explained that, when owner A has business A, business A is attached to owner A. Owner A may also have businesses B and C, all attached to owner A. When owner A sells business A to owner B, an account has to be set up for owner B and then business A is attached to that account.

Bob Bachman, Facilities Director, offered to help explain. He clarified that a business license is issued to a person's name, so when a business ownership changes a new license has to be issued. This also gives the City a chance to make sure that the business is in compliance with all codes.

Council Member Cardoza confirmed that Mr. Bachman was saying business licenses are administered to applicants not DBAs.

Mr. Bachman said yes.

Council Member Cardoza asked if a renewal is due a certain month and is not paid until the second of the following month, will a twenty-five dollar (\$25) late fee be charged.

Ms. Engels said no. The hope is that payments are made on time but if someone is a little late, there will be no late charge. The twenty five dollar (\$25) charge is an infraction, so if someone blatantly conducted business and would not respond to the City's request to comply with the business license codes, the City has the option to have them cited for operating a business out of code.

Council Member Cardoza asked if that meant there is no penalty for any duration past the due date other than the City's ability to assign a late fee of twenty five dollars (\$25) at the City's discretion.

Ms. Engels said it is an infraction.

Council Member Buban-Vonder Haar said she reads the ordinance differently than Council Member Cardoza. She reads it as: if the license is not renewed there is no grace period. A new license would have to be issued. She wanted to know if that was the intent, because with no grace period provided her assumption is the business is no longer a licensed business and a new license would have to be issued. She was not sure if Council Member Cardoza's question was in regards

to the future application of this ordinance or if it is in regards to right now, when a grace period of a year is being given for existing businesses to renew. She asked about the intent of section 3-4-9 of Ordinance 2016-11.

Ms. Engels said her approach on this is to not assess a late charge at this time. She would like to take time to educate business owners and if getting people to renew becomes an issue or utilizing infraction is needed to get compliance, the City can re-evaluate. The ordinance can be amended to state that if someone does not renew by their expiration date it will be considered a new license and they will have to pay the full price of a new license.

Council President Jones said he would like to see some sort of deterrent, because without a grace period it is open to be enforced at whim. He feels that either there should be no grace period, late is late, or there should be a grace period of 30 days and then a late fee is charged. He feels it should be black and white instead of being open.

Council Member Buban-Vonder Haar asked if Council President Jones felt that having to go through the whole process of applying for a new license if a renewal is not done in time would be a big enough deterrent.

Council President Jones said he would be alright with that. He just wants to make sure there is something there to maintain consistency.

Council Member Cardoza said he finds the last sentence of section 3-4-3 of Ordinance 2016-11 interesting. "Applications for renewal of an existing business shall pay in advance the full renewal license fee regardless of the month renewed." He reads that as being able to retro actively pay the renewal fee eleven months into a late status and not be charged a late fee.

Council Member Buban-Vonder Haar said that is not how she reads it. When taking it in connection with the section that says there is no grace period, it means the license is expired so it could not be renewed.

Ms. Engels asked about amending the language in section 3-4-9 of Ordinance 2016-11 to say "no grace period is provided" and add some language to the effect of "if they go past their expiration date they are considered a new license and would have to comply with those requirements".

Council Member Cardoza suggested expiration plus thirty days.

Council Member Buban-Vonder Haar said if it was expiration plus thirty days everyone would take 13 months to renew.

Council Member Buban-Vonder Haar asked if notices would be sent out.

Ms. Engels said yes and a list of current businesses is being worked on so a copy of everything can be mailed out making business owners aware of this change.

Council Member Buban-Vonder Haar said that makes sense as well as there being no grace period provided and if a license is not renewed by the expiration, a new license is required.

**Council Member Buban-Vonder Haar moved to approve Resolution No. R37-2016. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Motion carried: 4-0**

3. *Second Reading of Ordinance No. 2016-11 Amending Business License Code (Timestamp 00:36:20)*

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING THE CITY OF KUNA, IDAHO'S BUSINESS LICENSING CODE TO CLARIFY THAT IT APPLIES TO A COMMERCIAL BUSINESS OR HOME OCCUPATION OPERATING WITHIN THE CITY LIMITS; STRIKING THE EXCEPTIONS TO LICENSE REQUIREMENT; PROVIDING THAT THE CLERK OR DESIGNEE MAY ISSUE THE LICENSE; STRIKING THE FEE AMOUNT AND PROVIDING THAT THE FEE SHALL BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDING THAT LICENSE FEES SHALL BE PAID IN FULL; PROVIDING THE APPLICATION FOR LICENSE SHALL BE SUBMITTED TO THE CLERK AND PAID IN FULL; PROVIDING FOR SUSPENSION OF LICENSES; PROVIDING A LICENSE SHALL BE VALID FOR A DURATION OF TWELVE (12) MONTHS; PROVIDING THAT FAILURE TO PROCURE A LICENSE SHALL BE PUNISHABLE AS AN INFRACTION IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH VIOLATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**7. Business Items:**

*(Timestamp 00:37:34)*

- A. Ensign Subdivision Access Request – Lance Warnick, Aspen Engineers/Troy Behunin, Senior Planner

A request from Aspen Engineers for consideration to approve construction of a commercial driveway from Meridian Road (SH 69), for property located at 821 N. Meridian Road. This property is just south of McDonalds in the Ridley's Family Center Commercial Subdivision.

Lance Warnick PE, Aspen Engineers, appeared on behalf of his clients to request an approval for a commercial access. They are developing 16 acres and are proposing to do it in a couple phases. The first phase includes a tractor supply, a dollar tree, and a few lots they are trying to find use for. They had originally anticipated an access

down the south east corner where Meadow View connects to Meridian Road, but there are a few obstacles that cannot be overcome at this point. Idaho Transportation Department (ITD) wants Meadow View to exactly line up with Meadow View on the other side of the street. He explained the complications caused by that. ITD anticipates a long term solution would probably be to realign Allen Court, the private road located to the south, and to have Meadow View punch through to the west. They also approached Ridley's about making some connections through their driveway south of McDonald's. The City has been helpful with this. Ridley's initially denied all attempts to make a connection but have since agreed to let them use the back connection which puts back minor difficulties. The single access point is insufficient for the development though. In discussions with ITD, they have been asked to pursue an access point off the highway. It is located, at this point, 662 feet north of Meadow View. It is lined up with the field access that is on the east side of Meridian Road. It meets all separation criteria; even if they anticipate a signal at that intersection in the future. They submitted an application to ITD and resubmitted the traffic impact study after ITD's response and comments. They have construction drawings for that approach and have preliminary reviews. At this point they are just asking for permission to have that new access on the highway to serve this development. Mr. Warnick stood for questions.

There were no questions.

Senior Planner Troy Behunin said he doesn't have anything to add. Staff has worked closely with all parties and agencies. Staff and ITD support Ensign's proposed access point.

Council Member McPherson noted a date error in the letter. It was a typo on the year City Council approved the split. It should read December 1, 2015 instead of December 1, 2016.

Council Member Cardoza asked about Meadow View being on private property. He wanted to know if Ada County Highway District (ACHD) has right of way through that private property from that extension.

Mr. Warnick responded that on the map in the council packet there is a strip about eighty (80) feet wide along the south boundary. It is actually part of a flat lot that connects to a property west of the development that is currently owned by one of Kevin Emard's entities. ACHD has requested that they work with Mr. Emard to dedicate that section for half of the road. The other half would need to be on the property that is located south of the development. It is owned by somebody else as well. ACHD is anticipating that road would eventually be a collector road that would have four (4) lanes plus bike lanes, so a substantial driveway is needed through there. They had originally proposed to ITD that they could build the roads to offset so the portion on the west would be slightly north of the existing portion on the east side of the street but that proposal was refused because it has to match up exactly to center roadways. That is the operation rules, which are in place for future

signalization purposes. Therefore, they recommend going with this approach. The right of way will be dedicated on parts of the boundary for now and as the development grows and moves to the west, these situations will potentially resolve. It is likely that Meadow View will extend all the way to K in the future.

**Council President Jones moved to approve construction of a commercial driveway from Meridian Road (SH 69) for property located at 821 N. Meridian Road. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0**

**B. Downtown Revitalization – Chris Engels, City Clerk**  
(Timestamp 00:47:08)

**1. Consideration to approve Resolution No. R38-2016 Idaho Transportation Department Cooperative Agreement**

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF KUNA, HEREAFTER CALLED THE CITY, FOR DEVELOPMENT OF ITS DOWNTOWN AREA IMPROVEMENT PROJECT; AND WHEREAS, EACH PARTY IS RESPONSIBLE FOR CERTAIN DUTIES AND COSTS FOR MAINTENANCE OF THE LUMINAIRES.

City Clerk Chris Engels explained that this resolution allows the City to begin the procurement of engineering services for the downtown project. Design needs to be completed and provided to COMPASS for the City's TMA TAP Grant Funds no later than March 1, 2017. In order to meet that deadline COMPASS, ITD, and JUB agree to let the City begin that process. The City received the CDBG funds of \$500,000. The City met with ACHD who is partnering with the City in the request for \$200,000 for phase one. There is pending funding from the TMA TAP in the total of approximately \$500,000; approximately \$200,000 comes in phase one (1) and \$300,000 in phase two (2). At this point phase one (1) is fully funded and phase two (2) is partially funded with pending applications to hopefully finish funding for phase two (2). If the cooperative agreement with ITD is approved by council she requests they also approve R39-2016 which is the request for proposal to procure the engineering services that will be needed. It will be published in accordance with the guidelines provided by the CDBG. The RFP will close on June 9, 2016 at 4:00 PM. The respondents will be evaluated. Once the firm is selected, because it is an engineering firm, the cost will be negotiated based on the scope of work. She stood for questions.

Council President Jones asked if Ms. Engels was requesting any funding at this point.

Ms. Engels said no. The Council had already provided funding of \$140,000 and the match for the CDBG so she is not requesting any additional funding.

Council President Jones asked about the cost of getting these proposals.

Ms. Engels said yes there is a cost but, because it is engineering professional services, a cost is not issued. The best qualified is chosen and the cost is negotiated which is standard as per Idaho State Code.

Council President Jones said he is assuming Ms. Engels does not expect the cost to exceed the amount already approved but he wants to be sure that the City is not stuck with a bill for \$50,000 if the cost does go above what is expected.

Ms. Engels said the estimated costs include procuring the engineering services and are included in the overall costs for phase one (1) and phase two (2) as well as being included in the submitted grant applications.

Mayor Stear added that they met with ACHD that morning to ask for their support and partnership on this project. It was the final piece to this puzzle for funding. It was done in workshop form so there was no official decision made but it looks like things are well underway. The cooperative agreement and engineering proposals have to be done by a certain timeline so it needs to get done in order to avoid causing problems with any grant funding.

Council Member Cardoza asked City Engineer Gordon Law why the City has a contract with ITD if their authority stops at Orchard and ACHD picks up and goes through town.

Mr. Law differed to Ms. Engels.

Ms. Engels stated the reason for the ITD Cooperative Agreement is they are one of the administrators for the federal funds of TMA and TAP, not because they have authority over this area. When it comes to federal highway funds that filter through the state and different organizations, there are certain requirements and standards that have to be met and ITD makes sure that everybody meets those standards when those funds are used. The TMA money is federal money.

Council Member Cardoza asked if ACHD requested the funds through COMPASS through ITD.

Ms. Engels said the City requested the funds through COMPASS. Then COMPASS brought in the federal funds for the City and, as part of that funding process, the City agrees to use federal standards and ITD oversees those federal standards.

Council Member Cardoza asked if ITD will be overseeing the project.

Ms. Engels said no, the City oversees the project because the City is the owner and lead on the project.

Council Member Cardoza wanted to clarify that the City does have to meet the guidelines of ITD for any kind of road service.

Ms. Engels confirmed this. CDBG has strict guidelines the City has to meet as well.

Council Member Cardoza asked if there will be a contract with ACHD as well.

Ms. Engels said yes. After the meeting they had that day, they spoke with Justin Lucas. Mr. Lucas let them know it would go into the budget and integrated work plan. There will also be an agreement drafted by ACHD to be reviewed and put before Council. The agreement will cover some road work for ACHD to do, the standards, and what the City agrees to.

Council Member Cardoza wanted to know if ACHD would have funds allocated for this project.

Ms. Engels said yes, it will be in ACHD's budget.

**Council President Jones moved to approve Resolution No. R38-2016.  
Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.**

2. Consideration to approve Resolution No. R39-2016 Request for Proposal for Engineering Services for Main St and Ave E

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO  
APPROVING THE REQUEST FOR PROPOSAL (RFP) FOR THE CITY OF  
KUNA, IDAHO TO OBTAIN PROPOSALS FOR ENGINEERING SERVICES  
FOR THE DESIGN OF THE MAIN STREET/AVENUE E, KUNA, IDAHO  
PROJECT AND ITS PUBLICATION AS PROVIDED FOR BY LAW.

**Council President Jones moved to approve Resolution No. R39-2016.  
Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0**

- C. Discussion and Council Direction on Park Standards – Bobby Withrow, Parks Director  
(Timestamp 00:56:53)

Parks Director Bobby Withrow explained the need for the Park Standards. The City of Kuna currently has none and with the Park Impact Fee something needs to be done to figure out how to give them credit. Mr. Withrow has been putting together the park standards and requirements for what they would like to see in the parks and what needs to be in parks. He asked Council for any changes, comments or concerns.

Mayor Stear said if there are no changes, comments or concerns requested by the council these changes will be made.

Council Member Buban-Vonder Haar noted a grammar correction and a lay out correction.

Council Member Cardoza asked if “within a one (1) -mile area” in section 1.02.01 meant within less than 1 mile.

Mr. Withrow said the minus shouldn't be there and it will be removed.

Council Member Cardoza asked if three (3) acres is the minimum size for a neighborhood park.

Mr. Withrow said yes, that is what he is proposing. In the third paragraph of the introduction he wrote that parks less than three (3) acres will not be considered by the City. He explained that anything smaller than that is hard to do anything with other than just mow it. The intention is to do more with the parks.

Council Member Cardoza asked about restroom facilities being at every park regardless of the size.

Mr. Withrow said that was correct.

Council Member Cardoza asked where Mr. Withrow came up with the minimum of three hundred feet (300') of street frontage mentioned in 1.03.01. He wanted to know the purpose of that.

Mr. Withrow said that is in there so the parks can be more visible. He found that this is a common requirement with other cities.

Council Member Cardoza asked if a community park was going to be required to have every bulleted item listed in section 1.04.02.

Mr. Withrow said that a community park would be required to have everything that is bulleted in the first part of the section and only four (4) of the additional items listed in the second part of the section.

Council Member Cardoza asked if the developers would get to choose which four (4) additional items to include or would the City be choosing.

Mr. Withrow said it is a little bit of both. A developer will pick four (4) and then those four (4) have to be approved by the City. This enables the City to mix things up a bit.

Council Member Cardoza asked if the requirements listed in 1.08.01 were for hard ball or soft ball.

Mr. Withrow said hard ball.

Council Member Cardoza said he would prefer to see a six foot (6') fence for dog parks without the four foot (4') minimum stated in 1.08.06. He does not feel a four foot (4') fence would contain all dogs.

Mr. Withrow agreed.

Council Member Cardoza asked about the parking guidelines for the baseball/softball fields. He does not think twenty (20) spaces is enough.

Mr. Withrow said the numbers he used were just what he found in City Code.

Council Member Buban-Vonder Haar asked if the twenty (20) spaces listed for the ball fields was in addition to the number of spaces listed for other amenities.

Mr. Withrow said yes, so if a park has a baseball field there would be twenty (20) spaces designated for that field and there would also be designated spaces for any other amenities.

Council Member Buban-Vonder Haar asked what the minimum number of parking spaces would be for a community park not including the spaces designated for amenities.

Mr. Withrow did not know the answer off the top of his head but he could get back to her on that.

Council Member Buban-Vonder Haar said it wasn't a big deal.

Council Member Cardoza asked about the construction material for restroom facilities. He does not think stick frames would work for these facilities. He would prefer them to be mandatory masonry because they last longer.

Mr. Withrow said ok.

Council President Jones said a lot of the items listed say everything will be in accordance with specifications, but some do not say that, even though they do have specifications. He would like it generalized so that everything has to meet specifications provided.

Council President Jones also clarified with Mr. Withrow that an eleven (11) acre neighborhood park does not automatically become a community park once the exceed the ten (10) acre maximum set for neighborhood parks.

Council President Jones asked if someone wanted to donate twenty (20) acres for a park but does not donate the amenities, would the City take the land being offered.

Mr. Withrow said yes. A lot of the specifications are set by the Park Impact Fee, so if a developer wanted to donate the twenty (20) acres plus put in the community park amenities as per these specifications, they can be credited that with the Park Impact Fee on the building.

Council President Jones said he is a little confused on how the shelters are split up. He wants to know if someone builds a nine (9) acre park do they only have to do one (1) shelter instead of the two (2) to four (4) that would be required for ten (10) acres. He recommends something like one (1) shelter with a minimum area of four hundred square feet (400 sf) or two (2) with a combined five hundred square feet (500 sf) for every three (3) to five (5) acres and parks that are five (5) to ten (10) acres should have the one (1) plus the other one.

Mr. Withrow agreed.

Mayor Stear asked if that would affect the ability of someone putting a ball field in their park.

Council President Jones asked about the size of a ball field.

Mr. Withrow explained that that the ball fields that the City has right now are roughly three point three (3.3) acres.

Council President Jones asked if the requirement for the amenities listed for a community park would even fit in ten (10) acres and how much space would be left. He wanted to know how much space the amenities would take.

Mr. Withrow said it depends on the lay of the land. Some layouts would make it very hard to fit everything which is why the City has to approve plans.

Council President Jones said he has confidence in the City's choices.

Council president Jones asked, if someone wanted to dedicate a community park, could they name it.

Mr. Withrow said he hadn't thought of that. It would be up to Council and asked if they had any thoughts on it.

Council President Jones asked if all park names have been a Council decision and should they be.

Mr. Withrow said he thinks council should make the final decision on that. He believes all but one (1) park has been named since he has been with the City so he hasn't personally dealt with this situation.

Council President Jones said if someone came in and wanted to develop everything for the City he would not have a problem with them choosing the name, within reason, however if they just gave the land and the City had to develop the park, he would have a problem. He thought maybe something allowing someone who develops a park the opportunity to name that park should be in the standards.

Mr. Withrow said he could put that in.

There were no further questions.

**D. Discussion on City owned twenty (20) acres located at Meadow View Road – Mayor Stear**  
(Timestamp 01:14:18)

Mayor Stear said the City is starting to get some interest in the property located at Meadow View Road. Before he has staff spend time looking into what should happen and what could possibly happen he would like to discuss a couple of things that have come up in the past and recently. The Council does not have to make a decision right then. He is open to ideas.

Mayor Stear said trading the twenty (20) acres to the school district for the 4<sup>th</sup> Street Gym has been discussed. He was not sure if the Council had any interest in that and he has no specifics on it, but if the Council does have any interest he will look into the possibilities.

Mayor Stear said the other thing that has come up is a person who wants to build a privately owned gym with a community pool. They have done this before in Eagle and it was fairly successful. He does not have any specifics at this time. The gentleman presented this idea simply to see if the City would have an interest in it. He has looked at and is able to finance right now, if he doesn't have to pay for a piece of property, a five (5) lane twenty-five (25) yard pool. That is high school competition regulations. He would have the ability to expand on that as things grow. What the City would have to do in that instance is lease the property. Stipulations can be made such as low income membership options and requirements the City would like to see with the pool. It would be a joint venture where they would own and operate the pool and the City would fund it. The only thing that might be an obstacle there would be the possibility of a twenty (20) month timeline to get this into place. Obviously the City does not have water and sewer services over to that property and he is not sure it could be done within that timeframe.

Mayor Stear asked the Council to weigh in on these ideas.

Council Member Cardoza said he thought the City might look at maintaining that property for athletic fields. He says he knows the City is short on fields.

Bobby Withrow, Parks Director, confirmed this.

Council Member Cardoza said it may be beneficial for the City to see about developing that property for the use of baseball, soccer, and PAL.

Council President Jones said he has some reservations about allowing private businesses on City owned property. He said maybe the City should put their own pool there. He would not be interested in trading the property for the 4<sup>th</sup> Street Gym and he would not be interested in selling the property either. The growth in the Meadow View area may change what can be put in that area and it may be that the property would be better used for something else in the future.

Mayor Stear said there is no reason anything has to be done right away. This was just brought up to him and he thought he would get Council's thoughts.

Council President Jones said he does agree that the City needs more athletic fields and if the City got a pool he would be extremely happy too.

Council Member Cardoza asked, if the City developed those twenty (20) acres into a park, would the City be obligated to follow the park standards Mr. Withrow presented earlier.

Mr. Withrow said yes.

Mayor Stear wanted to clarify whether or not there was interest in the proposal for a privately owned gym at that location. It is not that they would take the entire twenty (20) acres. They would only lease part of it for their gym and the City would still have access to some of the property. It would be just a matter of having the gentleman make the presentation and then the Council can decide from there.

Council Member Buban-Vonder Haar said she is a little unclear on how that would function. She wanted to know if the City was just renting the land but he would permanently change it and own the fixtures. She said it seems complicated.

Mayor Stear asked Richard Roats, City Attorney, if he had an idea of how that would work.

Mr. Roats said it would be complicated. The City would continue to own it and the gym owner would build on it. There would have to be reversion on the building if there was a breach of the agreement. It is not impossible for this public/private venture to go forward, but it is complicated.

Council Member Buban-Vonder Haar asked if the City would be charging rent.

Mr. Roats said yes.

Council President Jones asked if it would be leased at a commercial rate or an agricultural rate.

Mr. Roats said commercial.

Council Member Buban-Vonder Haar clarified that the City would have some ability to dictate how the business is run; such as mandating a certain number of passes for low income families. She is curious as to what extent the City would be involved with how the gym is run.

Mr. Roats said the thought, without knowing exactly what the lease would be, was that the property would be leased at a commercial rate but the rate would be lowered a bit, provided that the owner provides certain services for the community such as the certain number of passes for low income families.

Council Member Buban-Vonder Haar said one of the things that have always concerned her about a community pool is the idea of school swim teams. She feels that would tie up the pool during the times the community would want to use it most. It has never been clear to her how those things could coincide. She would not be opposed to hearing a presentation, but at the risk of sounding bitter or jaded, people really want entertainment for their kids but do not want to pay for it. The City tried a rec district which failed as well as the library bond. She feels this may be the only way to make progress in this area.

Mayor Stear said that was kind of his feeling too. When this was brought to him, he thought this might be a way to not have to bond for a pool, but he knows there are some complications to it. He figures if Council has an interest in it; a presentation can be made.

Council Member Buban-Vonder Haar and Council President Jones said they would be interested in a presentation.

Council Member Buban-Vonder Haar said she would not be interested in trading for the 4<sup>th</sup> Street Gym without a lot more information. She feels it is telling that it has been on the market so long with absolutely no interest.

Mayor Stear thanked the council for their input.

## **8. Ordinances:**

*(Timestamp 01:26:33)*

- A. Consideration to Approve Ordinance No. 2016-13 Amending Areas of Dog Off-Leash – Mayor Stear**

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve a summary publication of the ordinance*

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3, SECTION 17 STRIKING SEGO PRAIRIE PARK FROM THE AREAS WHERE DOGS ARE PERMITTED OFF LEASH AND ADDING LANGUAGE THAT A DOG OFF LEASH CANNOT BE HARASSING OR CHASING ANY PERSON OR WILDLIFE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Stear explained that Nicholson Park has been posted that dogs must be on leash. It is in ordinance that Segoe Prairie Park is an on-leash park; however there is no Segoe Prairie Park. Over the years Eagle Scouts have put in nesting posts for geese and Fish and Game stocks a pond there. Wild Life has been invited into the park. Recently there has been an incident where nesting ducks were killed. Now there are geese in the pond with their babies. What Mayor Stear would like to do with the approval of Council is to amend the ordinance to remove Segoe Prairie Park from the ordinance because there is no Segoe Prairie Park and add language that a dog off leash cannot be harassing or chasing any person or wildlife. He would like to provide that it be effective immediately in order to deal with the current situation. The original intent was to work with Fish and Game to see about a seasonal thing for dogs, but Fish and Game's rules are quite cumbersome so the decision was made to work with Parks and Recreation instead. They have some seasonal limitations on dogs in parks. Approving the ordinance right then would take care of the immediate situation and moving forward the City would work with Boise Parks on posting seasonal rules and when then season should start. The season is over soon so it would be good to move quickly on this.

Council Member Cardoza asked how things were coming along with the dog park.

Mayor Stear said it would not be budgeted until the next fiscal year. Bobby Withrow, Parks Director, has put some numbers together to look at. It is possible the park would have to be done in phases. The dog park could possibly cost over \$100,000. It depends on the amenities put into the park. It is possible the City would have to start with just a fence and a water feature.

Council Member Cardoza said he thinks the park at the end of Stagecoach would be ideal for the dog park. It has a large pond the dogs could cool off in.

Mr. Withrow said that is one of the sites he is looking at. The biggest expense is the fence. They are looking at \$44,000 for a fence. Other than that, the park Council Member Cardoza is suggesting would be relatively cheaper.

Council Member Cardoza asked the location of the other area Mr. Withrow is considering.

Mr. Withrow said over by Nicholson Park but it has too much lava rock.

Council Member Cardoza asked how much use Butler Park gets.

Mr. Withrow said it is used by the people close to it and it would be too small for the dog park.

Mayor Stear asked if Mr. Withrow tried bidding the fence through ACHD.

Council Member Cardoza said he is amazed at the community feedback on the dog park. It sounds like it is a priority with the citizens here.

Council President Jones asked Mr. Roats, City Attorney, about the definition of being under control.

Mr. Roats said he would have to find it but he thinks an eight foot (8') leash or voice control.

Council Member Buban-Vonder Haar said she could not find the definition.

Mr. Roats remember that the section Council President Jones was referring to is meant to clarify what is meant by the term "owner".

Council President Jones asked how that applies to the meaning of under control.

Mr. Roats said he can add a definition for under control.

Council Member Buban-Vonder Haar said the definition of at large is already there and the definition of under control would be the opposite of that. She suggested building the language around that.

Council President Jones asked what it means to not be harassing or chasing wildlife. He feels that it is in a dog's nature to chase wildlife and no one could ever be in complete control of a dog. He feels that, based on the community's concern, he is afraid this is opening a can of worms with confusion over interpretation. His biggest question is how this will be enforced. He has no problem with the community calling incidents in but it isn't their responsibility to be the City's enforcement officers. He feels the City should figure this out.

Mayor Stear said he would view it the same as the other park rules. The police shouldn't have to worry over the little things like chasing a robin, but it gives them some teeth when a dog is chasing down the ducks and geese.

Council President Jones said, technically, the police could enforce this when a dog is harmlessly chasing birds and that is the problem he has with this. He does not like people picking and choosing when to enforce a law. He would like to see something more along the lines of community education and a code enforcement officer.

Mayor Stear said not every incident will be enforced. Generally, when the police are called out, they do education. The point is to make it available for the police to say this is a rule and it needs to be followed. The intent is not to arrest everybody whose dog goes after a random bird, but there need to be rules. This is meant to give the police some teeth when dealing with habitual offenders and people who think they are above the law, because it is a law not to harass the wildlife. This is a temporary fix and will continue to be worked on.

Council President Jones said his concern is not the police force. It is the confrontation between citizens over dogs off leashes. If someone was there giving out tickets maybe people will think twice. He thinks this is not going to fix it.

Mayor Stear said citizens who were argumentative over the incident noted in social media all came around to the fact that, if it is nesting season they would keep their dogs on leash. They just want the ability to train in the proper season. He does not feel this will stir up a big hornets nest. This issue was presented poorly on Facebook and that is what started the negativity. If it had been presented properly it would never have gone there.

Council President Jones asked what happens if Nicholson Park becomes exclusively on leash and Sadie Creek Park becomes exclusively off leash, then a duck lands in the pond at Sadie Creek Park. Sadie Creek gets shut down for months for nesting season and citizens have nowhere to take their dogs. He is trying to look at it from both sides. He understands the need for this but he doesn't know how to make it work.

Mayor Stear said that a park being used as a dog park won't attract nesting wildlife because of the regular activity. The problem with Nicholson Park is that it has been setup to attract wildlife and then dogs that are out of control get mixed in and attack these animals. It needs to be protected. This ordinance is not a permanent fix. The intention is to work with Boise Parks and Recreation to find a better solution.

Council President Jones asked if there are any fish in Sadie Creek.

Mr. Withrow said no.

Council President Jones asked if there was any nesting there.

Mr. Withrow couldn't be sure because he hadn't been there in the last couple weeks but he hadn't seen any the last time he was there.

Council President Jones said he has no problem with what is being suggested for Nicholson Park but he is concerned Sadie Creek won't stay open for the dogs. If this is temporary that is fine with him but he will be very disappointed if Sadie Creek gets shut down next.

Council Member Buban-Vonder Haar asked if changing the language concerning harassing and chasing wildlife should be considered. There is a difference between playful chasing and harassing.

Council President Jones said he feels there are some communication issues and he would like to see that corrected, such as how parks are described on the City website.

Mayor Stear agreed.

**Council Member Buban-Vonder Haar moved to waive the three (3) readings of Ordinance No. 2016-13. Seconded by Council President Jones. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2016-13. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve publication of Ordinance No. 2016-13. Seconded by Council Member McPherson. Motion carried 4-0**

- B. *First Reading*** of Ordinance No. 2016-09A Amending Ordinance No. 2016-09 to Modify and Re-Number Certain Sections – Richard Roats, City Attorney  
(Timestamp 01:54:16)

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING ORDINANCE NO. 2016-09- THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE TO MODIFY AND RE-NUMBER CERTAIN SECTIONS, SPECIFICALLY: SECTION 7-7-6a ENTITLED "THIRD PARTY BILLING AGENT" TO ALLOW THE CITY TO PROVIDE THE FORM FOR THE THIRD PARTY AGENT; SECTION 7-7-6b ENTITLED "SECONDARY RECIPIENT OF BILLS" TO PROVIDE FOR THE BILLING PROCESS TO BE PERFORMED BY THE CITY WHEN IMPLEMENTED AND THE NOTICING OF THE SHUT OFF WARNING; SECTION 7-7-9 ENTITLED "INDIGENCY DISCOUNT" TO CLARIFY THAT THE PROGRAM IS AVAILABLE ONLY IF THE FUNDS ARE APPROPRIATED BY THE CITY COUNCIL; SECTION 7-7-

12 ENTITLED "LATE FEE" TO PROVIDE THAT THE LATE FEE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE LAST DAY OF THE MONTH; SECTION 7-7-14 ENTITLED "ACCOUNT SHUT OFF" TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR SHUTOFFS OF ACCOUNTS PAST DUE SIXTY (60) DAYS; SECTION 7-7-15 ENTITLED "ACCOUNT TURN ON- WATER SERVICE" TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR ACCOUNT WATER TURN ON SERVICE AND CHARGES INCLUDE ALL CHARGES OR FEES THAT HAVE ACCRUED SINCE THE LAST BILL; SECTION 7-7-16 ENTITLED "NOTICE OF SHUT OFF-WATER SERVICE" TO PROVIDE THAT NOTICE OF SHUT OFF MAY BE TRANSMITTED BY ELECTRONIC DELIVERY OR AUTOMATED DIALER IN LIEU OF POSTING ON THE PROPERTY; SECTION 7-7-17 ENTITLED "PAYMENT ARRANGEMENTS" TO PROVIDE THAT THE LATE FEE SHALL BE SUSPENDED IF THE PAYMENT AGREEMENT IS COMPLIED WITH OR IMPOSED IF IT IS NOT COMPLIED WITH; SECTION 7-7-18 ENTITLED "HARDSHIP ARRANGEMENTS" TO ALLOW THE CITY TO PROVIDE THE FORM FOR HARDSHIP REQUEST AND FOR THE SUSPENSION OF ANY LATE FEES IF THE PAYMENT AGREEMENT IS COMPLIED WITH; ADDING SECTION 7-7-13 ENTITLED "ACCOUNT SHUT OFF WARNING" TO ADD A SECTION TO PROVIDE FOR A SHUT OFF WARNING; AND CHANGING THE EFFECTIVE DATE TO AUGUST 31, 2016.

Mr. Roats reminded Council that this ordinance was passed at the last City Council Meeting with requests for some changes geared towards those who receive social security. Mr. Roats and City Treasurer John Marsh consulted on the changes. Some implementation issues arose and it became obvious that this would be more difficult than was thought at the last meeting. Based on input from Mr. Marsh and his staff, some changes were made, mostly minor, but a significant change was made in order to accommodate those who receive social security and disability on the fourth (4<sup>th</sup>) Tuesday of the month by changing that billing period to the last day of the month. The other significant change was made in an attempt to get the collections done by changing the first billing period to the second billing period and in section 7-7-13 changing the verbiage from sixty (60) days delinquent to two (2) billing periods delinquent. Utility Billing will be switching to a new system so some of the changes made are to account for that. He stood for questions.

Mayor Stear clarified that staff ran some numbers after the last Council Meeting because a gentleman came in and brought up some issues. These issues showed that the Ordinance would not have the proper impact; a few things needed to be changed from what was passed at the last meeting.

Council President Jones asked if there is an actual set date of the month that the billing cycle stops. He wanted to know when the statement period ends; when the first day a meter is read and when is the last day.

John Marsh, City Treasurer, said that there is no set day.

Council Member Buban-Vonder Haar said it is roughly 30 days. A billing cycle is from the twenty-fifth (25<sup>th</sup>) to the twenty-fifth (25<sup>th</sup>).

Council President Jones wanted to know if zero to thirty (0-30) days is one (1) cycle and thirty-one to sixty (31-60) days is two (2) cycles.

Katie Jensen, Utility-Billing Payroll Specialist, said no, because the goal is to keep the cycles as consistent as possible. However depending on when a meter is read it can be anywhere from twenty-nine (29) days to thirty-one (31) days.

Council President Jones said if the Ordinance was changed to thirty (30) days, late fees would still show up on the next billing cycle.

Mrs. Jensen confirmed this.

Council President Jones wanted to clarify that this meant that if late fees were applied thirty (30) days, sixty (60) days, or forty-five (45) days, as Council Member Cardoza had wanted at the last meeting, the late fees would still show up on the same billing cycle.

Mrs. Jensen confirmed this.

Council President Jones suggested that a thirty (30) day grace period be given before applying a late fee to an account. The concern is for people who get paid at the end of the month and, if it doesn't hurt anything to give that extra week, why not give it.

Council Member Buban-Vonder Haar asked if there is a way to set up a continuous payment schedule for those who struggle to make payment at the end of the month.

Mr. Marsh said that would make it extremely messy. The exception that is being made for those receiving social security is creating a cumbersome process. It can be done but it requires manual tracking and extra work for employees.

Council Member Buban-Vonder Haar asked if, with these changes, this Ordinance solves the issue of people getting months behind on their payments.

Mr. Marsh explained how the delinquent process works now and how the proposed process eliminates the problem of people getting months behind by not turning water back on until a bill is paid in full. He does believe this Ordinance will take care of this problem.

Council Member Buban-Vonder Haar asked about hardship arrangements and payment arrangements.

Mr. Roats explained that a hardship is when someone needs more time and a payment arrangement is when someone can make payments in increments. Both options allow citizens the opportunity to be proactive in letting the city know their intention to pay.

Mr. Roats explained the goal of the rewrite is to save staff time and to give some teeth to these shut offs. He feels that, given a few months, this will be where it needs to be.

Council Member Buban-Vonder Haar asked if payment arrangements are available until the day before the water gets shut off.

Mr. Roats said no.

Mr. Marsh clarified that if someone were to not apply for payment arrangements by the shut off date, they are still able to apply for payment arrangements for the following month. They only lose the ability to make payment arrangements for what they already owe.

Council Member Buban-Vonder Haar asked how payments work in regards to water being shut off.

Mrs. Jensen explained that the water would be shut off until everything was paid, even if it took a couple months.

Mr. Roats explained that this set up avoids the late fee by shutting off the water before another cycle adds up.

Council Member Buban-Vonder Haar asked if the language of the Ordinance would be changed to reflect the thirtieth (30<sup>th</sup>) as the due date.

Mr. Roats said the due date hasn't changed nor has the billing cycle. What has changed is the implementation of the late fee. It is now applied the last day of the month.

Council Member Buban-Vonder Haar and Council President Jones found it confusing to have a due date and allow payment arrangements up to that due date; then allow a two (2) week grace period in which a late fee will not be charge but payment arrangements will not be permitted.

Council Member Buban-Vonder Haar and Council President Jones wanted to ascertain if it makes sense to have hardship and payment options available throughout the grace period.

Mrs. Jensen said that, with the timing of processing bills, this would compound the problem and it would be best to keep this as is.

Council Member Buban-Vonder Haar said she is not opposed to it.

Council Member McPherson asked when shut off would occur if the bill comes out May 1, 2016.

Mrs. Jensen said it would occur the Tuesday after July 15.

Mr. Marsh said that would make the bill sixty (60) days past due.

Council Member McPherson said that means they would owe \$150 plus half a month.

Council President Jones said it is sixty (60) days from the statement but it is less than sixty (60) days owed on the bill.

Mr. Marsh explained that when someone is on the shut off list they do not get their water turned back on until their past due and late fees are paid off. This is how many billing entities handle this type of situation. He assured Council every effort would be made to educate the citizens of Kuna before this goes into effect on August 31, 2016.

Council President Jones asked about the effective date of August 31, 2016 when the Ordinance says account shut off date not effective until November 16, 2016.

Mr. Marsh says that is correct because the accounts with shut offs on November 16, 2016 will be the ones that did not pay their August bill by September 30, 2016. Waiting until August to make this Ordinance effective gives time for educating citizens on the changes.

Council President Jones recapped the new system. A meter reading is done around the 23<sup>rd</sup> of the month; the bill is received around the first (1<sup>st</sup>) of the month and due on the sixteenth (16<sup>th</sup>). Payment arrangements can be made until the fifteenth (15<sup>th</sup>) of the month. If the bill is not paid by the last day of the month a late fee is incurred but payment arrangements are no longer available after the fifteenth (15<sup>th</sup>). The late fee will show up on the bill two (2) billing cycles from when the original bill was received.

Council Member Cardoza requested the grace period be extended to the fifteenth (15<sup>th</sup>) of the following month. He feels this will take in to account the reality of Kuna tax payers' lives.

Mayor Stear suggested putting indigence in the City's budget.

Council Member Cardoza said that would not solve the problem. He suggested giving the forty-five (45) days to make a payment and do away with some of the hardship arrangements.

Council Member Buban-Vonder Haar said she does not see a difference, from a billing stand point, if the grace period were to be pushed out another fifteen (15) days, but she feels this gets back to the problem of letting late payments go so long they are never paid on time. She asked Council Member Cardoza if the indigence the Mayor suggested would be more helpful since it forgives part of a bill when someone is in true financial need.

Council Member Cardoza felt that there are many who are too proud to ask for that assistance. The forty-five (45) days would give them the chance to come up with the money on their own.

Council President Jones asked if the payment arrangements were extended to the thirty (30) days would that not be enough for citizens and save staff time.

Council Member Buban-Vonder Haar asked if what Council Member Cardoza was requesting could be done.

Mr. Marsh said it could. Another option he provided was to do away with payment options and late fees altogether and just shut off the water at sixty (60) days past due. The only way to get the water turned back on would be to pay the balance off and the turn off fee.

Council Member Cardoza preferred the forty-five (45) days.

Council Member Buban-Vonder Haar clarified how late fees and shut offs would work with Council Member Cardoza's suggested.

Mrs. Jensen confirmed that two (2) late fees and a fifty dollar (\$50) shut off fee plus the original billing amounts would be due in order to get the water turned back on.

Council Member Buban-Vonder Haar asked if everyone would be agreeable to going with a grace period that extends to the fifteenth (15<sup>th</sup>) of the following month, no payment or hardship arrangements, and still implement the fifteen dollar (\$15) late fee.

Everyone was in agreement.

Mr. Roats had made notes of all the changes. They will be implemented and brought before the Council at the next meeting.

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

*(Timestamp 02:56:48)*

Mayor Stear brought some developments before the Council that would be profitable for the City; the relocation of a lift station and to help enlarge a lift station a developer is putting in. He asked Gordon Law, City Engineer, to explain these.

Mr. Law explained the first venture has been budgeted in the Mason Creek/Lake Hazel Project. The project involves constructing a lift station somewhere in the vicinity of the Ten Mile/Lake Hazel intersection and to open some areas to come into the treatment plant. Mr. Law has been looking for a location for that lift station for the last several months; in the meantime, Memory Ranch has come along. Mr. Law said it seemed appropriate to talk to Memory Ranch about the possibility of converting their lift station into a more regional lift station. Memory Ranch would continue paying what they would have paid for that lift station and the City would pay the increased cost for a little larger and deeper wet well. This will accomplish what the City had planned and save the City time and some of the money it would have cost to build without Memory Ranch.

Mr. Law then explained that the City has a lift station on Orchard Street that now, with the approval of Journey's End, goes over the capacity of that lift station. This means the lift station either needs to be increased in size where it is at or it needs to be moved to a different location in order to serve a larger area. After looking at both options, he believes the best option would be to move to a new location. Some property in a better location has been made available for this. This project has not been budgeted but Mr. Law would like to have the design ready to go shortly after the beginning of the fiscal year.

Mr. Law would just like Council to be aware of these ventures should any questions arise about either. He stood for questions.

Council President Jones asked where Journey's End is located.

Mr. Law said it is just to the east of the Orchard area and south of Les Schwab and Walgreens. There is also another property just to the south and west as well. Both properties could put the City over the capacity of the Orchard Street Station.

Council President Jones asked if developers contribute to lift stations. He is concerned about not getting enough help from subdivision developers.

Mr. Law said developers contribute to the trunk line and they pay connection fees. He feels the City is well taken care of in this situation.

Council Member Cardoza asked about the disposition of the new City Hall. City Attorney, Richard Roats, said the preliminary title report and the appraisal are in. Mr. Nelson's attorney is working on some title issues. The title is held by the Two Amigos. Once that is taken care things can move forward.

Council Member Cardoza asked what the appraisal came in at.

Mr. Roats said the cost approach came in at \$791,000, the sales approach came in at \$815,000, and the average is \$805,000.

Council Member Cardoza asked about the difference between a cost approach and a sales approach.

Mr. Roats said the cost approach is the assessment of how much it would cost to build it. The sales approach is the comparison to other similar properties. The sales approach is the better one to go by, but the average is also helpful.

Council President Jones asked if everything was still on schedule.

Mr. Roats said yes.

Council Member Cardoza asked when Lima Limon would have to be out of the building.

Mr. Roats said June 15, 2016 is the anticipated moving date.

Council President Jones asked the status of the Senior Center fee waivers.

Mayor Stear deferred to City Clerk Chris Engels.

Ms. Engels said they are being published with some new fees proposed based on Facilities Director Bob Bachman's calculations and the input of the Council. The recommendation and a resolution will be brought before the Council with a Public Hearing because the fees would increase more than the percentage allowed.

Council President Jones asked if the seniors were consulted about taking over the Senior Center.

Ms. Engels believes some conversations occurred but it does not look financially feasible.

Council President Jones asked Ms. Engels the status of the ID badges that were approved.

Ms. Engels said the options that were being considered did not work out so they are looking for a better option.

Council Member Cardoza asked what is happening with the building at the park that was being used by the Frisbee group.

Mayor Stear differed to Ms. Engels again.

Ms. Engels said that it was indicated last year that they would like to use the building again this year, but with modified terms. However, she has sent out three (3) emails regarding that and there has been no response. It would be well within Council's direction to send out a Request For Proposal to see if someone else is interested.

Council Member Cardoza said renting it out should be looked into.

Mayor Stear brought up the AIC Conference. He asked who would be interested in going as a voting alternate.

Council Member Cardoza asked to be sent an itinerary of the classes.

Council Member Buban-Vonder Haar said that, if Council Member Cardoza would like to go, she is fine with that and, if he can't, she would see if she can.

Mayor Stear shared a situation the sheriff's department has asked for assistance in. Historically people have floated down to Secluded Court to get out at that spot. Someone has purchase the vacant lot there and has heavily posted no trespassing. The sheriff's department is now getting a lot of calls to come out and educated people on no longer being able to get out there. Normally the City of Kuna would not handle this, but finding an exit point would be helpful. Mayor Stear just wants Council to be aware of the situation.

Mayor Stear said the roundabout will be open on Friday but there will still be some restrictions required for road blending; meaning it still needs some work done on it.

Council Member Buban-Vonder Haar asked when the fence would be completed and how the City's portions of its cost are being handled.

Bob Bachman, Facilities Director, said he and his team built the fence and it is just waiting to go in, but the contractors have to be done before he and his team can do that. It will probably be in the next two (2) weeks, but it will be a lengthy process.

Council Member Buban-Vonder Haar asked what was decided on for the center of the roundabout.

Mayor Stear said a flag pole and a "Welcome to Kuna" rock for now and it can be figured out from there.

Council Member Buban-Vonder Haar asked about landscaping or a design contest.

Mr. Bachman said they are looking at a lavender rock in the middle with black and gold rock along the sidewalk. The electrical and water has been plumbed in. The electrical is for a light for the flag and any future lights that might go in. Bobby Withrow, Parks Director, is planning on planting some shrubs. They are also thinking about putting a big "K" in the middle. Everything is still well within budget.

Council Member Buban-Vonder Haar asked if this would look cluttered.

Mr. Bachman said it is a very big area and he has no concerns about it being cluttered.

**10. Announcements:**

**11. Executive Session:**

**12. Adjournment:** Meeting adjourned at 9:24 pm

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Customer Service Specialist*

*Date Approved: CCM 06.07.2016*



City of Kuna

Payment Approval Report - City Council Approval

Report dates: 5/13/2016-6/2/2016

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
				SERVICE 73.00, DAMAGE WAIVER 7.50, CITY FARM, EOW, SEWER, MAY 16	05/29/2016	90.50	.00	21-6212 RENT-EQUIPMENT	0	5/16		
Total B-249847:						90.50	.00					
1463	A COMPANY, INC.	B-250004		RENTAL HITECH RESTROOM, SN#KB0127, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER, 7.50, ARBOR RIDGE PARK, EOW, PARKS, MAY 16	05/29/2016	90.50	.00	01-6212 RENT-EQUIPMENT	1004	5/16		
Total B-250004:						90.50	.00					
1463	A COMPANY, INC.	B-250005		RENTAL HITECH RESTROOM, SN#CC1054, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, FARM PARK, EOW, PARKS, MAY 16	05/29/2016	90.50	.00	01-6212 RENT-EQUIPMENT	1004	5/16		
Total B-250005:						90.50	.00					
Total A COMPANY, INC.:						452.50	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (RENT)</b>												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13750		ACHD SHOP RENT, JUNE 16, PARKS	05/16/2016	112.50	.00	01-6140 MAINT. & REPAIR BUILDING	1004	6/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13750		ACHD SHOP RENT, JUNE 16, WATER	05/16/2016	148.50	.00	20-6140 MAINT. & REPAIR BUILDING	0	6/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13750		ACHD SHOP RENT, JUNE 16, SEWER	05/16/2016	148.50	.00	21-6140 MAINT & REPAIR BUILDING	0	6/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13750		ACHD SHOP RENT, JUNE 16, PI	05/16/2016	40.50	.00	25-6140 MAINT & REPAIR BUILDING	0	6/16		
Total 13750:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	JUNE2016		<u>PROSECUTORIAL SERVICES JUNE16</u>	05/11/2016	4,309.25	.00	01-6203 <u>PROSECUTORIAL SERVICES</u>	0	6/16		
Total JUNE2016:						4,309.25	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,309.25	.00					
<b>ALLOWAY ELECTRIC CO</b>												
1087	ALLOWAY ELECTRIC CO	39970		<u>REPAIR LIGHT POLE ON S ASH, B BACHMAN, MAY 16</u>	05/19/2016	400.00	.00	01-6142 <u>MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	5/16		
Total 39970:						400.00	.00					
Total ALLOWAY ELECTRIC CO:						400.00	.00					
<b>ARTCO (US, INC.)</b>												
1435	ARTCO (US, INC.)	161186395	4189	<u>BUSINESS CARDS FOR D STEPHENS, P&amp;Z, MAY 16</u>	05/12/2016	35.89	.00	01-6165 <u>OFFICE SUPPLIES</u>	1003	5/16		
1435	ARTCO (US, INC.)	161186395	4189	<u>BUSINESS CARDS FOR D STEPHENS, WATER, MAY 16</u>	05/12/2016	1.76	.00	20-6165 <u>OFFICE SUPPLIES</u>	1003	5/16		
1435	ARTCO (US, INC.)	161186395	4189	<u>BUSINESS CARDS FOR D STEPHENS, SEWER, MAY 16</u>	05/12/2016	1.76	.00	21-6165 <u>OFFICE SUPPLIES</u>	1003	5/16		
1435	ARTCO (US, INC.)	161186395	4189	<u>BUSINESS CARDS FOR D STEPHENS, PI, MAY 16</u>	05/12/2016	.59	.00	25-6165 <u>OFFICE SUPPLIES</u>	1003	5/16		
Total 161186395:						40.00	.00					
Total ARTCO (US, INC.):						40.00	.00					
<b>ASSOCIATION OF IDAHO CITIES</b>												
8	ASSOCIATION OF IDAHO CITIES	200001850	4260	<u>AIC CONFERENCE REGISTRATION, J.STEAR &amp; R.CARDOZA, ADMIN</u>	05/26/2016	972.00	.00	01-6155 <u>MEETINGS/COMMITTEES</u>	0	5/16		

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8	ASSOCIATION OF IDAHO CITIES	200001850	4260	AIC CONFERENCE REGISTRATION, J.STEAR & R.CARDOZA, WATER	05/26/2016	43.20	.00	20-6155 MEETINGS/COMMITTEES	0	5/16		
8	ASSOCIATION OF IDAHO CITIES	200001850	4260	AIC CONFERENCE REGISTRATION, J.STEAR & R.CARDOZA, SEWER	05/26/2016	43.20	.00	21-6155 MEETINGS/COMMITTEES	0	5/16		
8	ASSOCIATION OF IDAHO CITIES	200001850	4260	AIC CONFERENCE REGISTRATION, J.STEAR & R.CARDOZA, P.I	05/26/2016	21.60	.00	25-6155 MEETING/COMMITTEES	0	5/16		
Total 200001850:						1,080.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						1,080.00	.00					
<b>AUTOZONE, INC.</b>												
1606	AUTOZONE, INC.	4126033185	4188	SOCKET TO TAKE APART MOWER, B.GILLOGLY, MAY'16 - ADMIN	05/11/2016	6.99	.00	01-6175 SMALL TOOLS	1004	5/16		
Total 4126033185:						6.99	.00					
Total AUTOZONE, INC.:						6.99	.00					
<b>BHS SPECIALTY CHEMICALS</b>												
512	BHS SPECIALTY CHEMICALS	69558	4174	CHLORINE FOR WELL #6 & 10, D. CROSSLEY, MAY'16 - WATER	05/12/2016	568.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	5/16		
Total 69558:						568.00	.00					
Total BHS SPECIALTY CHEMICALS:						568.00	.00					
<b>BRADY INDUSTRIES OF IDAHO LLC</b>												
1240	BRADY INDUSTRIES OF IDAHO LLC	5103403	4209	1 CS ROLL PAPER TOWELS, 1 CS LRG TOILET PAPER, CITY HALL, ADMIN, MAY 16	05/19/2016	32.92	.00	01-6025 JANITORIAL	0	5/16		
1240	BRADY INDUSTRIES OF IDAHO LLC	5103403	4209	1 CS ROLL PAPER TOWELS, 1 CS LRG TOILET PAPER, CITY HALL, P&Z, MAY 16	05/19/2016	11.76	.00	01-6025 JANITORIAL	1003	5/16		

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1240	BRADY INDUSTRIES OF IDAHO LLC	5103403	4209	1 CS ROLL PAPER TOWELS, 1 CS LRG TOILET PAPER, CITY HALL, WATER, MAY 16	05/19/2016	30.58	.00	20-6025 JANITORIAL	0	5/16		
1240	BRADY INDUSTRIES OF IDAHO LLC	5103403	4209	1 CS ROLL PAPER TOWELS, 1 CS LRG TOILET PAPER, CITY HALL, SEWER, MAY 16	05/19/2016	30.58	.00	21-6025 JANITORIAL	0	5/16		
1240	BRADY INDUSTRIES OF IDAHO LLC	5103403	4209	1 CS ROLL PAPER TOWELS, 1 CS LRG TOILET PAPER, CITY HALL, PI, MAY 16	05/19/2016	11.76	.00	25-6025 JANITORIAL	0	5/16		
Total 5103403:						117.60	.00					
1240	BRADY INDUSTRIES OF IDAHO LLC	5104894	4214	4 CS TRI FOLD PAPER TOWELS, 2 CS SMALL TOILET PAPER, 1 CS DOGGIE POOP BAGS, B WITHROW, PARKS, MAY 16	05/20/2016	234.15	.00	01-6025 JANITORIAL	1004	5/16		
Total 5104894:						234.15	.00					
Total BRADY INDUSTRIES OF IDAHO LLC:						351.75	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	87768	4228	DOUBLE SIDED TAPE, 1 EA BLACK, CYAN, MAGENTA TONER CARTRIDGE, CLERKS, ADMIN, MAY 16	05/20/2016	203.03	.00	01-6165 OFFICE SUPPLIES	0	5/16		
1795	BUYWYZ LLC	87768	4228	VERBATIM 4PK 16 GB FLASH DRIVES, 1 DZ 3X5 NOTE PADS, SEWER, MAY 16	05/20/2016	30.95	.00	21-6165 OFFICE SUPPLIES	0	5/16		
1795	BUYWYZ LLC	87768	4228	5 BX 1/3 CUT FILE FOLDERS, P&Z, MAY 16	05/20/2016	32.15	.00	01-6165 OFFICE SUPPLIES	1003	5/16		
Total 87768:						266.13	.00					
Total BUYWYZ LLC:						266.13	.00					
<b>CUSTOM ELECTRIC, INC.</b>												

City of Kuna

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147	CUSTOM ELECTRIC, INC.	7450	4201	<u>SERVICE CALL TO WELL #9, J MORFIN, WATER, MAY 16</u>	05/11/2016	170.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	5/16		
Total 7450:						170.00	.00					
147	CUSTOM ELECTRIC, INC.	7451	4197	<u>TROUBLE SHOOT POWER LOSS, INSTALLED NEW WIRE TO VALVE ON WWTP BASINS, COPPER WIRE, T SHAFER, SEWER, MAY 16</u>	05/12/2016	1,423.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16		
Total 7451:						1,423.50	.00					
Total CUSTOM ELECTRIC, INC.:						1,593.50	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	003 95737 001	4216	<u>ROSES FOR ROSE GARDEN AT WINCHESTER PARK, B.WITHROW, MAY'16</u>	05/18/2016	183.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/16		
75	D & B SUPPLY	003 95737 001	4216	<u>TWO STROKE OIL FOR WEED WHIPS, B.WITHROW, MAY'16</u>	05/18/2016	38.70	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/16		
Total 003 95737 001:						222.62	.00					
Total D & B SUPPLY:						222.62	.00					
<b>FERGUSON WATERWORKS #1701</b>												
219	FERGUSON WATERWORKS #1701	0631428-1	4116	<u>SHOVEL, TAPE MEASURE FOR TRUCK #3, T FLEMING, SEWER, MAY 16</u>	05/05/2016	66.91	.00	21-6175 SMALL TOOLS	0	5/16		
219	FERGUSON WATERWORKS #1701	0631428-1	4116	<u>GASKETS FOR BOOSTER PUMP AT WEST WELL AT FARM, T FLEMING, SEWER, APR 16</u>	05/05/2016	7.46	.00	21-6090 FARM EXPENDITURES	0	5/16		
Total 0631428-1:						74.37	.00					

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219	FERGUSON WATERWORKS #1701	0632252		<u>80 METERS, NEW INSTALLS, R JONES, WATER, MAY 16</u>	05/06/2016	10,261.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	5/16		
Total 0632252:						10,261.60	.00					
219	FERGUSON WATERWORKS #1701	0632515		<u>3 EA SLIP VALVE BOXES, 8 VALVE BOX LIDS, REPAIRS ON PI, C DEYOUNG, PI, MAY 16</u>	05/10/2016	162.01	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	5/16		
Total 0632515:						162.01	.00					
219	FERGUSON WATERWORKS #1701	0632826	4194	<u>METER LIDS, METER VAULT EXTENSIONS, 4 18 IN LIDS, 4 20IN LIDS, 3 EXTENSIONS, C DEYOUNG, WATER, MAY 16</u>	05/12/2016	855.68	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	5/16		
Total 0632826:						855.68	.00					
219	FERGUSON WATERWORKS #1701	0633074	4220	<u>6 ON 12 CAP, W/HOT CAP FEED AND VALVE CAM ASSEMBLY W/CAP AND SLEEVE, FOR DAWN CT., C.DEYOUNG, MAY 16</u>	05/18/2016	1,952.63	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1052	5/16		
Total 0633074:						1,952.63	.00					
219	FERGUSON WATERWORKS #1701	0633114	4221	<u>PARTS FOR 3 PI SERVICES, ALONG W/MAIN LINE AND ACCESSORIES, HOT SAW, 6 PKG. OIL, POLY PIPE, SPOOL OF WIRE, MARKING TAPE, FOR DAWN CT PROJECT, P.I, C.DEYOUNG, MAY 16</u>	05/18/2016	4,959.17	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1052	5/16		
Total 0633114:						4,959.17	.00					
Total FERGUSON WATERWORKS #1701:						18,265.46	.00					

**FILTRATION TECHNOLOGY**



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				SEWER, MAY 16	05/13/2016	1,067.22	.00	21-6175 SMALL TOOLS	0	5/16		
63	HD SUPPLY WATERWORKS LTD	F382876	4192	2 HYDRANT METERS TO LEASE OUT TO CONTRACTORS, T FLEMING, PI, MAY 16	05/13/2016	406.56	.00	25-6175 SMALL TOOLS	0	5/16		
Total F382876:						2,541.00	.00					
63	HD SUPPLY WATERWORKS LTD	F475835	4149	METERS, REGISTERS, METER PHLANGE GASKET, J.COX, MAY'16 - WATER	05/13/2016	4,562.25	.00	20-6020 CAPITAL IMPROVEMENTS	0	5/16		
Total F475835:						4,562.25	.00					
Total HD SUPPLY WATERWORKS LTD:						7,103.25	.00					
<b>HOCOHAH HOLDINGS, INC.</b>												
1619	HOCOHAH HOLDINGS, INC.	AR454789		MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, ADMIN, B&W, MAY 16	05/11/2016	14.01	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/16		
1619	HOCOHAH HOLDINGS, INC.	AR454789		MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, P&Z, B&W, MAY 16	05/11/2016	5.01	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	5/16		
1619	HOCOHAH HOLDINGS, INC.	AR454789		MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, WATER, B&W, MAY 16	05/11/2016	13.03	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16		
1619	HOCOHAH HOLDINGS, INC.	AR454789		MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, SEWER, B&W, MAY 16	05/11/2016	13.03	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16		
1619	HOCOHAH HOLDINGS, INC.	AR454789		MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, PI, B&W, MAY 16	05/11/2016	5.01	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16		

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1619	HOCOCHAN HOLDINGS, INC.	AR454789		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, ADMIN, COLOR, MAY 16</u>	05/11/2016	58.85	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454789		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, P&amp;Z, COLOR, MAY 16</u>	05/11/2016	21.03	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454789		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, WATER, COLOR, MAY 16</u>	05/11/2016	54.66	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454789		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, SEWER, COLOR, MAY 16</u>	05/11/2016	54.66	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454789		<u>MONTHLY COPIER CARE, INCL PARTS, LABOR AND TONER, MX4110N, MXM503N, 04-01-16 TO 04-30-16, PI, COLOR, MAY 16</u>	05/11/2016	21.03	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
Total AR454789:						260.32	.00					
1619	HOCOCHAN HOLDINGS, INC.	AR454915		<u>MONTHLY LEASE, MX4110N, MXM503N, 05-01-16 TO 05-31- 16, ADMIN, MAY 16</u>	05/11/2016	98.98	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454915		<u>MONTHLY LEASE, MX4110N, MXM503N, 05-01-16 TO 05-31- 16, P&amp;Z, MAY 16</u>	05/11/2016	35.35	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454915		<u>MONTHLY LEASE, MX4110N, MXM503N, 05-01-16 TO 05-31- 16, WATER, MAY 16</u>	05/11/2016	91.91	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	5/16		
1619	HOCOCHAN HOLDINGS, INC.	AR454915		<u>MONTHLY LEASE, MX4110N, MXM503N, 05-01-16 TO 05-31- 16, SEWER, MAY 16</u>	05/11/2016	91.91	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		

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1619	HOCOCHAN HOLDINGS, INC.	AR454915		<u>MONTHLY LEASE, MX4110N, MXM503N, 05-01-16 TO 05-31-16, PL. MAY 16</u>	05/11/2016	35.35	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
Total AR454915:						353.50	.00					
Total HOCOCHAN HOLDINGS, INC.:						613.82	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	108		<u>CONTRACT SERVICES, JUNE 16</u>	06/01/2016	4,972.92	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	6/16		
Total 108:						4,972.92	.00					
Total IDAHO HUMANE SOCIETY:						4,972.92	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - ADMIN</u>	05/31/2016	139.37	.00	<u>01-6290 UTILITIES</u>	0	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - SENIOR CENTER</u>	05/31/2016	261.87	.00	<u>01-6290 UTILITIES</u>	1001	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - STREET LIGHTS</u>	05/31/2016	6,468.54	.00	<u>01-6290 UTILITIES</u>	1002	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - P &amp; Z</u>	05/31/2016	28.54	.00	<u>01-6290 UTILITIES</u>	1003	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - PARKS</u>	05/31/2016	554.31	.00	<u>01-6290 UTILITIES</u>	1004	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - WATER</u>	05/31/2016	7,959.47	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - SEWER</u>	05/31/2016	18,575.46	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	5/16		
38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - FARM</u>	05/31/2016	14,445.49	.00	<u>21-6090 FARM EXPENDITURES</u>	0	5/16		

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38	IDAHO POWER CO	05312016I		<u>ELECTRIC SERVICE FOR MAY 2016 - P.I</u>	05/31/2016	10,952.02	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	5/16		
Total 05312016I:						59,385.07	.00					
Total IDAHO POWER CO:						59,385.07	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	979140	4160	<u>REF#1453438 LG. LEGAL PUBLICATIONS FOR PUBLIC HEARING NOTICE. RUN 2 WEEKS. C ENGELS. MAY 16</u>	05/11/2016	249.26	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	5/16		
1802	IDAHO PRESS TRIBUNE, LLC	979140	4160	<u>REF#1456150 LG. LEGAL PUBLICATIONS CODE AMENDMENT. RUN 1 WEEK. C ENGELS. MAY 16</u>	05/11/2016	126.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	5/16		
Total 979140:						375.62	.00					
1802	IDAHO PRESS TRIBUNE, LLC	979140-A	4175	<u>REF#1456895 LG. SUMMARY PUBLICATION FOR ORDINANCE 2016-10. A.WELKER. MAY'16</u>	05/11/2016	51.62	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	5/16		
Total 979140-A:						51.62	.00					
1802	IDAHO PRESS TRIBUNE, LLC	979140-B	4173	<u>REF#1456902 LG. ANNEX.1603-AN - LEE ANNEXATION. T.KESNER. P &amp; Z , MAY'16</u>	05/11/2016	55.32	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	5/16		
Total 979140-B:						55.32	.00					
Total IDAHO PRESS TRIBUNE, LLC:						482.56	.00					
<b>IDAHO STATE BOARD OF ACCOUNTANCY</b>												
1809	IDAHO STATE BOARD OF ACCOUNTANCY	070116-06301		<u>CPA LICENSE RENEWAL FOR J MARSH. JULY 1, 2016 TO JUNE 30, 2017. ADMIN. MAY 16</u>	05/18/2016	30.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	5/16		

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1809	IDAHO STATE BOARD OF ACCOUNTANCY	070116-06301		<u>CPA LICENSE RENEWAL FOR J MARSH, JULY 1, 2016 TO JUNE 30, 2017, WATER, MAY 16</u>	05/18/2016	39.60	.00	20-6075 DUES & MEMBERSHIPS	0	5/16		
1809	IDAHO STATE BOARD OF ACCOUNTANCY	070116-06301		<u>CPA LICENSE RENEWAL FOR J MARSH, JULY 1, 2016 TO JUNE 30, 2017, SEWER, MAY 16</u>	05/18/2016	39.60	.00	21-6075 DUES & MEMBERSHIPS	0	5/16		
1809	IDAHO STATE BOARD OF ACCOUNTANCY	070116-06301		<u>CPA LICENSE RENEWAL FOR J MARSH, JULY 1, 2016 TO JUNE 30, 2017, PI, MAY 16</u>	05/18/2016	10.80	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	5/16		
Total 070116-063017:						120.00	.00					
Total IDAHO STATE BOARD OF ACCOUNTANCY:						120.00	.00					
<b>IDAHO TRACTOR INC</b>												
34	IDAHO TRACTOR INC	PI06335	4176	<u>REPLACEMENT PARTS FOR REPAIRS ON KUBOTA MOWER, B.GILLOGLY, MAY '16 - PARKS</u>	05/09/2016	588.59	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/16		
Total PI06335:						588.59	.00					
Total IDAHO TRACTOR INC:						588.59	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	91769		<u>PRO ACTION MAINTENANCE, SERVER HARDDRIVES, LOGS, MONITORS AND ADDITIONAL LABOR TO COMPLETE, ADMIN, MAY 16</u>	05/08/2016	36.96	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91769		<u>PRO ACTION MAINTENANCE, SERVER HARDDRIVES, LOGS, MONITORS AND ADDITIONAL LABOR TO COMPLETE, P&amp;Z, MAY 16</u>	05/08/2016	13.20	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91769		<u>PRO ACTION MAINTENANCE, SERVER HARDDRIVES, LOGS, MONITORS AND ADDITIONAL LABOR TO COMPLETE, WATER, MAY 16</u>	05/08/2016	34.32	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16		

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.	91769		<u>PRO ACTION MAINTENANCE, SERVER HARDDRIVES, LOGS, MONITORS AND ADDITIONAL LABOR TO COMPLETE, SEWER, MAY 16</u>	05/08/2016	34.32	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91769		<u>PRO ACTION MAINTENANCE, SERVER HARDDRIVES, LOGS, MONITORS AND ADDITIONAL LABOR TO COMPLETE, PI, MAY 16</u>	05/08/2016	13.20	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
Total 91769:						132.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	91894		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, ADMIN, MAY 16</u>	05/15/2016	255.22	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91894		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, P&amp;Z, MAY 16</u>	05/15/2016	91.15	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91894		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, WATER, MAY 16</u>	05/15/2016	236.99	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91894		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, SEWER, MAY 16</u>	05/15/2016	236.99	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
1595	INTEGRINET SOLUTIONS, INC.	91894		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, PI, MAY 16</u>	05/15/2016	91.15	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
Total 91894:						911.50	.00					
1595	INTEGRINET SOLUTIONS, INC.	92150		<u>RESTORED SHARED FOLDER ON P&amp;Z DRIVE FROM BACKUP, ACCIDENTIALLY DELETED, P&amp;Z, MAY 16</u>	05/22/2016	70.40	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	5/16		
Total 92150:						70.40	.00					

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Total INTEGRINET SOLUTIONS, INC.:						1,113.90	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482135196041		<u>NATURAL GAS CONSUMPTION, SR CTR, 04-12-16 TO 05-10-16, ADMIN</u>	05/11/2016	69.66	.00	<u>01-6290 UTILITIES</u>	1001	5/16		
Total 48213519604121605101:						69.66	.00					
37	INTERMOUNTAIN GAS CO	482537058412		<u>NATURAL GAS CONSUMPTION, CITY HALL, ADMIN, 04-12-16 TO 05-10-16</u>	05/11/2016	12.97	.00	<u>01-6290 UTILITIES</u>	0	5/16		
37	INTERMOUNTAIN GAS CO	482537058412		<u>NATURAL GAS CONSUMPTION, CITY HALL, P&amp;Z, 04-12-16 TO 05-10-16</u>	05/11/2016	4.64	.00	<u>01-6290 UTILITIES</u>	1003	5/16		
37	INTERMOUNTAIN GAS CO	482537058412		<u>NATURAL GAS CONSUMPTION, CITY HALL, WATER, 04-12-16 TO 05-10-16</u>	05/11/2016	12.06	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	5/16		
37	INTERMOUNTAIN GAS CO	482537058412		<u>NATURAL GAS CONSUMPTION, CITY HALL, SEWER, 04-12-16 TO 05-10-16</u>	05/11/2016	12.06	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	5/16		
37	INTERMOUNTAIN GAS CO	482537058412		<u>NATURAL GAS CONSUMPTION, CITY HALL, PI, 04-12-16 TO 05-10-16</u>	05/11/2016	4.64	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	5/16		
Total 4825370584121651016C:						46.37	.00					
Total INTERMOUNTAIN GAS CO:						116.03	.00					
<b>INTERSTATE ALL BATTERY CENTER</b>												
434	INTERSTATE ALL BATTERY CENTER	190210200780	4253	<u>BATTERY FOR Stand Behind Digger: C Deyoung: May '16</u>	05/25/2016	110.05	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	5/16		
Total 1902102007805:						110.05	.00					
Total INTERSTATE ALL BATTERY CENTER:						110.05	.00					

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J & M SANITATION, INC.												
230	J & M SANITATION, INC.	05062016-051		<u>SANITATION RECEIPT TRANSFER 05-06-16 TO 05-12-16. MAY 16</u>	05/13/2016	39,545.50	39,545.50	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	5/16	05/13/2016	
230	J & M SANITATION, INC.	05062016-051		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE, 05-06-16 TO 05-12-16, MAY 16</u>	05/13/2016	-3,907.09	-3,907.09	<u>01-4170 FRANCHISE FEES</u>	0	5/16	05/13/2016	
Total 05062016-05122016:						35,638.41	35,638.41					
230	J & M SANITATION, INC.	05132016-051		<u>SANITATION RECEIPT TRANSFER 05-13-16 TO 05-19-16. MAY 16</u>	05/20/2016	50,351.54	50,351.54	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	5/16	05/20/2016	
230	J & M SANITATION, INC.	05132016-051		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE, 05-13-16 TO 05-19-16, MAY 16</u>	05/20/2016	-4,974.73	-4,974.73	<u>01-4170 FRANCHISE FEES</u>	0	5/16	05/20/2016	
Total 05132016-05192016:						45,376.81	45,376.81					
230	J & M SANITATION, INC.	05202016-052		<u>SANITATION RECEIPT TRANSFER 05-20-16 TO 05-26-16. MAY 16</u>	05/27/2016	14,440.27	14,440.27	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	5/16	05/27/2016	
230	J & M SANITATION, INC.	05202016-052		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 05-20-16 TO 05-26-16, MAY 16</u>	05/27/2016	-1,426.69	-1,426.69	<u>01-4170 FRANCHISE FEES</u>	0	5/16	05/27/2016	
Total 05202016-05262016:						13,013.58	13,013.58					
Total J & M SANITATION, INC.:						94,028.80	94,028.80					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000002-3		<u>PROFESSIONAL SERVICES 004 -01-16 TO 04-30-16. LAGOON POND 9. SEEPAGE TEST, G LAW, APR 16</u>	05/13/2016	3,550.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	5/16		

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Total 0000002-3:						3,550.00	.00					
429	KELLER ASSOCIATES, INC.	0000007-2		<u>PROFESSIONAL SERVICES 04-01-16 TO 04-30-16, PL LINE TO GOIRI, G LAW, APR 16</u>	05/13/2016	507.50	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1039	5/16		
Total 0000007-2:						507.50	.00					
429	KELLER ASSOCIATES, INC.	0000008-1		<u>PROFESSIONAL SERVICES WELL HOUSE #3 REMODEL, 04-01-16 TO 04-30-16, G LAW, APR 16</u>	05/13/2016	2,315.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1037	4/16		
Total 0000008-1:						2,315.00	.00					
Total KELLER ASSOCIATES, INC.:						6,372.50	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A82571	4208	<u>2 SHEETS 1/2 IN PLYWOOD, USED TO COVER HOLE, R FORD, BOISE ST PI PROJECT, PI, MAY 16</u>	05/16/2016	33.98	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1052	5/16		
Total A82571:						33.98	.00					
499	KUNA LUMBER	A82733	4248	<u>1 BAG CONCRETE, PROSPECTOR PI PROJECT OFF BOISE ST, R JONES, MAY 16</u>	05/24/2016	3.79	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1056	5/16		
Total A82733:						3.79	.00					
499	KUNA LUMBER	B88428	4222	<u>4 BAGS CONCRETE FOR PI BOISE ST, AND DAWN CT, J.WEBB, MAY '16</u>	05/18/2016	15.16	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1052	5/16		
Total B88428:						15.16	.00					

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499	KUNA LUMBER	B88527	4234	<u>4X4 PRESSURE TREATED POST FOR SIGNAGE IN THE PARK. LAG SCREWS. J ADAMS. PARK. MAY 16</u>	05/20/2016	11.43	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	5/16		
Total B88527:						11.43	.00					
Total KUNA LUMBER:						64.36	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	283		<u>WROUGHT IRON FENCE AROUND BERNIE FISHER PARK. B WITHROW, PARKS. APR 16</u>	04/14/2016	543.40	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1022	4/16		
Total 283:						543.40	.00					
Total KUNA MACHINE LLC:						543.40	.00					
<b>KUNA TRUE VALUE HARDWARE</b>												
43	KUNA TRUE VALUE HARDWARE	152212	4167	<u>BOLTS, WASHERS, CLAMPS, POLY ELBOWS, ADAPTERS, TEFLON TAPE, BELL REDUCER, POLY ADAPTER, FOR SPRAYER REPAIR, A COX, FARM. MAY 16</u>	05/05/2016	27.24	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	5/16		
Total 152212:						27.24	.00					
43	KUNA TRUE VALUE HARDWARE	152982	4238	<u>MISC REPAIRS AND MAINTENANCE FOR PI SYSTEM. J MORFIN, PI, MAY 16</u>	05/19/2016	76.64	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	5/16		
Total 152982:						76.64	.00					
43	KUNA TRUE VALUE HARDWARE	153140	4244	<u>MISC PLUMBING PARTS FOR SUTTERS MILL REPAIRS, J MORFIN, PI, MAY 16</u>	05/23/2016	78.35	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	5/16		



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				MAY'16 - P.I	05/09/2016	301.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/16		
Total 240078894:						301.00	.00					
Total OLDCASTLE PRECAST:						301.00	.00					
<b>PACIFIC FLAG AND POLE, INC.</b>												
1638	PACIFIC FLAG AND POLE, INC.	8146	4211	FLAG POLE FOR ROUND ABOUT ADDITION, B.BACHMAN, MAY'16	05/17/2016	970.00	.00	40-6020 CAPITAL IMPROVEMENTS	1022	5/16		
Total 8146:						970.00	.00					
Total PACIFIC FLAG AND POLE, INC.:						970.00	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	110316	4185	BELT FOR MOWER, B. GILLOGLY, MAY '16 - PARKS	05/10/2016	17.16	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/16		
Total 110316:						17.16	.00					
470	PARTS, INC.	111450	4249	2 1/2" U BOLT, PI PROJECT OFF BOISE ST, R JONES, MAY'16 - P.I	05/24/2016	8.78	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/16		
Total 111450:						8.78	.00					
Total PARTS, INC.:						25.94	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	738855		ALARM MONITOR FOR SEGO PRAIRIE, SNOW HAWK, DANSKIN, BUTLER, BEST BATH, E.J CAJON, & CEDAR WELLS, 6/1/16-6/30/16 - WATER	06/01/2016	204.09	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/16		

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
1021	PEAK ALARM COMPANY, INC	738855		<u>ALARM MONITOR FOR SEGO PRAIRIE, SNOW HAWK, DANSKIN, BUTLER, BEST BATH, EJ CAJON, &amp; CEDAR WELLS, 6/1/16-6/30/16 - P.I</u>	06/01/2016	51.02	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	5/16		
Total 738855:						255.11	.00					
1021	PEAK ALARM COMPANY, INC	738906		<u>ALARM MONITORING FOR THE TREATMENT PLANT, 6/1/16-8/31/16, SEWER</u>	06/01/2016	86.01	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	6/16		
Total 738906:						86.01	.00					
Total PEAK ALARM COMPANY, INC:						341.12	.00					
<b>RENTAL CONNECTION</b>												
893	RENTAL CONNECTION	39813	4180	<u>RENTED TRENCHER FOR INDIAN CREEK COMMUNITY GARDEN, MAY '16 - PARKS</u>	05/10/2016	87.50	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	5/16		
Total 39813:						87.50	.00					
893	RENTAL CONNECTION	39877	4205	<u>1 EA. BOTTLE OF GAS FOR WELDER FOR THE WROUGHT IRON FENCE, B.GILLOGLY, MAY'16 - PARKS</u>	05/16/2016	53.55	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1022	5/16		
Total 39877:						53.55	.00					
893	RENTAL CONNECTION	39963	4251	<u>3 HOUR RENTAL OF DITCH WITCH FOR OPAL CT. PI SERVICE, C.DEYOUNG, MAY'16</u>	05/24/2016	97.50	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	5/16		
Total 39963:						97.50	.00					
Total RENTAL CONNECTION:						238.55	.00					

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<b>SHARP ELECTRONICS CORP -LEASE</b>												
1734	SHARP ELECTRONICS CORP - LEASE	5003052322		<u>SHARP LEASE MODEL MX2615N, PARKS, MAY 16</u>	05/01/2016	17.33	17.33	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/16	05/23/2016	
1734	SHARP ELECTRONICS CORP - LEASE	5003052322		<u>SHARP LEASE MODEL MX2615N, WATER, MAY 16</u>	05/01/2016	27.92	27.92	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16	05/23/2016	
1734	SHARP ELECTRONICS CORP - LEASE	5003052322		<u>SHARP LEASE MODEL MX2615N, SEWER, MAY 16</u>	05/01/2016	34.65	34.65	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16	05/23/2016	
1734	SHARP ELECTRONICS CORP - LEASE	5003052322		<u>SHARP LEASE MODEL MX2615N, PI, MAY 16</u>	05/01/2016	16.36	16.36	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/16	05/23/2016	
Total 5003052322:						96.26	96.26					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	96.26					
<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP-METERED	10818345-A		<u>SHARP LEASE MODEL #MX2615N, 03-01-16 TO 04-01-16, PARKS, APR 16</u>	04/29/2016	34.85	34.85	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/16	05/23/2016	
1806	SHARP ELECTRONICS CORP-METERED	10818345-A		<u>SHARP LEASE MODEL #MX2615N, 03-01-16 TO 04-01-16, WATER, APR 16</u>	04/29/2016	56.14	56.14	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16	05/23/2016	
1806	SHARP ELECTRONICS CORP-METERED	10818345-A		<u>SHARP LEASE MODEL #MX2615N, 03-01-16 TO 04-01-16, SEWER, APR 16</u>	04/29/2016	69.69	69.69	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16	05/23/2016	
1806	SHARP ELECTRONICS CORP-METERED	10818345-A		<u>SHARP LEASE MODEL #MX2615N, 03-01-16 TO 04-01-16, PI, APR 16</u>	04/29/2016	32.91	32.91	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/16	05/23/2016	
Total 10818345-A:						193.59	193.59					
Total SHARP ELECTRONICS CORP-METERED:						193.59	193.59					

STAPLES BUSINESS ADVANTAGE

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1292	STAPLES BUSINESS ADVANTAGE	3302492781	4127	REPLACEMENT FOR BROKEN CHAIR FOR THE COUNCIL CHAMBERS. C.ENGELS. MAY'16 - WATER	05/14/2016	7.49	.00	20-6175 SMALL TOOLS	0	5/16		
1292	STAPLES BUSINESS ADVANTAGE	3302492781	4127	REPLACEMENT FOR BROKEN CHAIR FOR THE COUNCIL CHAMBERS. C.ENGELS. MAY'16 - SEWER	05/14/2016	7.49	.00	21-6175 SMALL TOOLS	0	5/16		
1292	STAPLES BUSINESS ADVANTAGE	3302492781	4127	REPLACEMENT FOR BROKEN CHAIR FOR THE COUNCIL CHAMBERS. C.ENGELS. MAY'16 - P.I	05/14/2016	3.74	.00	25-6175 SMALL TOOLS	0	5/16		
1292	STAPLES BUSINESS ADVANTAGE	3302492781	4127	REPLACEMENT FOR BROKEN CHAIR FOR THE COUNCIL CHAMBERS. C.ENGELS. MAY'16 - ADMIN	05/14/2016	168.47	.00	01-6175 SMALL TOOLS	0	5/16		
Total 3302492781:						187.19	.00					
Total STAPLES BUSINESS ADVANTAGE:						187.19	.00					
<b>THUESON CONSTRUCTION INC</b>												
1724	THUESON CONSTRUCTION INC	05142016T		TEN MILE & GOIRI P.I CONSTRUCTION. G.LAW. MAY'16 - P.I	05/14/2016	5,829.19	.00	25-6020 CAPITAL IMPROVEMENTS	1052	5/16		
1724	THUESON CONSTRUCTION INC	05142016T		TEN MILE & GOIRI P.I CONSTRUCTION. G.LAW. MAY'16 - WATER	05/14/2016	81,630.66	.00	20-6020 CAPITAL IMPROVEMENTS	1039	5/16		
Total 05142016T:						87,459.85	.00					
1724	THUESON CONSTRUCTION INC	05192016T		TEN MILE - HUBBARD P.I RELEASE RETAINAGE	05/19/2016	7,133.47	.00	25-6020 CAPITAL IMPROVEMENTS	1052	5/16		
1724	THUESON CONSTRUCTION INC	05192016T		GOIRI STREET P.I RELEASE RETAINAGE. G.LAW. MAY'16 - WATER	05/19/2016	6,057.52	.00	20-6020 CAPITAL IMPROVEMENTS	1039	5/16		
1724	THUESON CONSTRUCTION INC	05192016T		PROSPECTOR PROJECT RELEASE RETAINAGE. G.LAW. MAY'16 - P.I	05/19/2016	943.75	.00	25-6020 CAPITAL IMPROVEMENTS	1056	5/16		



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				MAY'16 - SEWER	05/02/2016	154.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	5/16		
Total 37896120206641300028:						154.00	.00					
1444	U.S. BANK (VISA)	378961202066	4139	IDAHO BUREAU OF OCC LIC. RE-TAKE EXAM WWC1, M.FISETTE, MAY'16 - SEWER	05/02/2016	62.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	5/16		
Total 37896120206641300036:						62.00	.00					
1444	U.S. BANK (VISA)	378961202066	4139	IDAHO BUREAU OF OCC LIC. INITIAL EXAM WWT1, A.COOK, MAY'16 - SEWER	05/02/2016	92.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	5/16		
Total 37896120206641300044:						92.00	.00					
1444	U.S. BANK (VISA)	640761254181	4159	USPS, MAILING CODE SUPPLEMENT TO LAW LIBRARY, A.WELKER, MAY'16	05/05/2016	10.60	.00	01-6190 POSTAGE & BILLING	0	5/16		
Total 64076125418190582037:						10.60	.00					
1444	U.S. BANK (VISA)	694861432634	4235	T-SHIRTS PLUS, SHIRTS FOR RANGER PROGRAM, N.PURKEY, MAY'16 - PARKS	05/23/2016	949.30	.00	01-6265 TRAINING & SCHOOLING	1004	5/16		
Total 69486143263446820097:						949.30	.00					
1444	U.S. BANK (VISA)	893061404763	4219	ORIENTAL TRADING CO. NOTEBOOK AND PEN SETS, SUNGLASSES, BUCKLES, BACKPACKS, CAPS, PARACORD, FOR RANGER PROGRAM, N.PURKEY, MAY'16 - PARKS	05/20/2016	481.13	.00	01-6265 TRAINING & SCHOOLING	1004	5/16		
Total 89306140476300040459:						481.13	.00					

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1444	U.S. BANK (VISA)	921661160003	4120	<u>NEWEGG.COM. MAGTEK 21040140 USB HID CREDIT CARD SLIDER FOR THE FRONT P&amp;Z COUNTER (J. MARSH). APR.'16 - P &amp; Z</u>	04/25/2016	51.98	.00	01-6175 SMALL TOOLS	1003	4/16		
Total 92166116000382399841:						51.98	.00					
1444	U.S. BANK (VISA)	921661180003	4125	<u>LOWES.COM. BLACK OUTDOOR WALL LIGHT FOR COMMUNITY HALL RENOVATION, C.ENGELS, DOWNTOWN REVITALIZATION, APR.'16</u>	04/28/2016	42.38	.00	03-6360 EXPEND - BLUE CROSS HIGH FIVE	0	4/16		
Total 92166118000331299629:						42.38	.00					
1444	U.S. BANK (VISA)	921661180003	4125	<u>LOWES.COM. 84" WIDE AWNING FOR COMMUNITY HALL RENOVATION, C.ENGELS, DOWNTOWN REVITALIZATION, APR.'16</u>	04/28/2016	365.63	.00	03-6360 EXPEND - BLUE CROSS HIGH FIVE	0	4/16		
Total 92166118000332902296:						365.63	.00					
Total U.S. BANK (VISA):						3,135.15	.00					
<b>UNIVAR USA, INC.</b>												
1410	UNIVAR USA, INC.	NA574824-A		<u>48020.00 LBS ALUMINUM SULFATE, TRANSPORATION CHARGES, ADJ ORIGINAL INVOICE, SEWER, T SHAFER, MAY 16</u>	04/28/2016	70.00	70.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	5/16	05/23/2016	
Total NA574824-A:						70.00	70.00					
1410	UNIVAR USA, INC.	NA575221	4198	<u>ALUMINUM SULFATE, T SHAFER, MAY'16 - SEWER</u>	05/16/2016	5,328.24	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	5/16		

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 NA575221:						5,328.24	.00					
Total UNIVAR USA, INC.:						5,398.24	70.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	954138	4204	CHLORINE POUCHES AND DISPENSER FOR SAMPLING, D.CROSSLEY, MAY'16 - WATER	05/16/2016	144.94	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	5/16		
Total 954138:						144.94	.00					
Total USA BLUE BOOK:						144.94	.00					
<b>VALUATION SERVICES, INC</b>												
1803	VALUATION SERVICES, INC	VS613		APPRAISAL FOR CREEKSIDE CITY HALL ACQUISITION, J.MARSH, MAY'16 - ADMIN	05/09/2016	1,368.00	.00	40-6166 PP&E PURCHASES OPERATIONS	1058	5/16		
1803	VALUATION SERVICES, INC	VS613		APPRAISAL FOR CREEKSIDE CITY HALL ACQUISITION, J.MARSH, MAY'16 - WATER	05/09/2016	936.00	.00	20-6166 PP&E PURCHASES OPERATIONS	1058	5/16		
1803	VALUATION SERVICES, INC	VS613		APPRAISAL FOR CREEKSIDE CITY HALL ACQUISITION, J.MARSH, MAY'16 - SEWER	05/09/2016	936.00	.00	21-6166 PP&E PURCHASES - OPERATIONS	1058	5/16		
1803	VALUATION SERVICES, INC	VS613		APPRAISAL FOR CREEKSIDE CITY HALL ACQUISITION, J.MARSH, MAY'16 - P.I	05/09/2016	360.00	.00	25-6166 PP&E PURCHASES - OPERATIONS	1058	5/16		
Total VS613:						3,600.00	.00					
Total VALUATION SERVICES, INC:						3,600.00	.00					
<b>VICTORY GREENS</b>												
364	VICTORY GREENS	382275	4217	TREE STAKES, B.WITHROW, MAY'16	05/18/2016	66.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/16		

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Total 382275:						66.90	.00					
Total VICTORY GREENS:						66.90	.00					
<b>WATER DEPOSIT REFUND #10</b>												
1776	WATER DEPOSIT REFUND #10	10910.01		<u>JILL L WHITTINGTON, 326 E 3RD ST. WATER OVERPAYMENT</u>	05/27/2016	70.77	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 10910.01:						70.77	.00					
1776	WATER DEPOSIT REFUND #10	150920.01		<u>BROCDON NEWKIRK, 762 W TERN DR. WATER OVERPAYMENT</u>	05/13/2016	77.40	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 150920.01:						77.40	.00					
1776	WATER DEPOSIT REFUND #10	170110.01		<u>RICHARD EVAN BENDALL, 1642 W YUKON DR. WATER OVERPAYMENT</u>	05/31/2016	120.23	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 170110.01:						120.23	.00					
1776	WATER DEPOSIT REFUND #10	170390.01		<u>MARION R SAWYER, 462 S WHITEHORSE AVE. WATER OVERPAYMENT</u>	05/20/2016	84.22	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 170390.01:						84.22	.00					
1776	WATER DEPOSIT REFUND #10	171035.01		<u>CBH, 1780 W CASPIAN ST. WATER OVERPAYMENT</u>	06/01/2016	13.05	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 171035.01:						13.05	.00					
1776	WATER DEPOSIT REFUND #10	172035.01		<u>CBH, 787 S CUPRUM AVE. WATER OVERPAYMENT</u>	05/27/2016	60.24	.00	99-1075 Utility Cash Clearing	0	5/16		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 172035.01:						60.24	.00					
1776	WATER DEPOSIT REFUND #10	172065.01		<u>CBH, 710 S LANDORE AVE, WATER OVERPAYMENT</u>	05/27/2016	57.26	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 172065.01:						57.26	.00					
1776	WATER DEPOSIT REFUND #10	173135.01-A		<u>HAYDEN HOMES, 1343 W PENELOPE ST, WATER OVERPAYMENT</u>	05/27/2016	61.90	61.90	99-1075 Utility Cash Clearing	0	5/16	05/27/2016	
Total 173135.01-A:						61.90	61.90					
1776	WATER DEPOSIT REFUND #10	173185.01		<u>HATHAWAY HOMES, 502 S TAILINGS AVE, WATER OVERPAYMENT</u>	05/20/2016	110.96	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 173185.01:						110.96	.00					
1776	WATER DEPOSIT REFUND #10	181390.01		<u>DANIEL SCOTT GANS, 1232 N KOLNES AVE, WATER OVERPAYMENT</u>	05/27/2016	77.54	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 181390.01:						77.54	.00					
1776	WATER DEPOSIT REFUND #10	182620.01		<u>DANIEL JACKSON, 1599 N ALCATRAZ AVE, WATER OVERPAYMENT</u>	05/27/2016	77.55	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 182620.01:						77.55	.00					
1776	WATER DEPOSIT REFUND #10	200115.02		<u>JASON E HEATON, 176 E WOOD OWL DR, WATER OVERPAYMENT</u>	05/27/2016	4.33	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 200115.02:						4.33	.00					

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1776	WATER DEPOSIT REFUND #10	201850.03		<u>KEVIN D BARHAM, 215 E CHAPPAROSA DR, WATER OVERPAYMENT</u>	05/20/2016	54.96	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 201850.03:						54.96	.00					
1776	WATER DEPOSIT REFUND #10	20230.01		<u>JARROD L CLYMER, 510 E EASY ST, WATER OVERPAYMENT</u>	05/11/2016	56.62	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 20230.01:						56.62	.00					
1776	WATER DEPOSIT REFUND #10	220220.01		<u>CHARLES AINSCOUGH, 746 E NEW ROCKROSE CT, WATER OVERPAYMENT</u>	05/31/2016	81.40	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 220220.01:						81.40	.00					
1776	WATER DEPOSIT REFUND #10	220335.02		<u>JESSE MASSENGALE, 534 E RED BUD CT, WATER OVERPAYMENT</u>	05/13/2016	76.35	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 220335.02:						76.35	.00					
1776	WATER DEPOSIT REFUND #10	220365.02		<u>LELAND J ROUNDTREE, 517 E RED BUD CT, WATER OVERPAYMENT</u>	05/31/2016	84.72	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 220365.02:						84.72	.00					
1776	WATER DEPOSIT REFUND #10	220555.02		<u>JASON SWENSON, 492 E WILD JASMINE CT, WATER OVERPAYMENT</u>	05/20/2016	79.96	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 220555.02:						79.96	.00					
1776	WATER DEPOSIT REFUND #10	221305.01		<u>CBH, 1052 S TOMEN AVE, WATER OVERPAYMENT</u>	05/27/2016	86.01	.00	99-1075 Utility Cash Clearing	0	5/16		

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 221305.01:						86.01	.00					
1776	WATER DEPOSIT REFUND #10	240275.01		<u>DAN MILLWARD, 656 N MUDSTONE WAY, WATER OVERPAYMENT</u>	05/27/2016	67.08	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 240275.01:						67.08	.00					
1776	WATER DEPOSIT REFUND #10	240415.03		<u>JASON L SPURLOCK, 1125 E FOSSILSTONE CT, WATER OVERPAYMENT</u>	05/13/2016	150.45	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 240415.03:						150.45	.00					
1776	WATER DEPOSIT REFUND #10	250930.02		<u>JOHN STOHEL, 996 S BOBBY AVE, WATER OVERPAYMENT</u>	05/13/2016	19.94	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 250930.02:						19.94	.00					
1776	WATER DEPOSIT REFUND #10	253000.01		<u>HUNTER HOMES, 1041 S CHALKBOARD PL, WATER OVERPAYMENT</u>	05/27/2016	52.63	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 253000.01:						52.63	.00					
1776	WATER DEPOSIT REFUND #10	260680.02		<u>RYAN DANIEL, 2195 W STEELY CT, WATER OVERPAYMENT</u>	06/01/2016	71.19	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 260680.02:						71.19	.00					
1776	WATER DEPOSIT REFUND #10	260855.01		<u>PAUL H CHENEY, 2217 W QUILCEDA ST, WATER OVERPAYMENT</u>	06/01/2016	28.76	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 260855.01:						28.76	.00					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1776	WATER DEPOSIT REFUND #10	264280.01		<u>CBH, 1751 N ROSEDUST DR, WATER OVERPAYMENT</u>	06/01/2016	75.45	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 264280.01:						75.45	.00					
1776	WATER DEPOSIT REFUND #10	264370.01		<u>CBH, 1967 W TURQUOISE DR, WATER OVERPAYMENT</u>	05/27/2016	124.82	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 264370.01:						124.82	.00					
1776	WATER DEPOSIT REFUND #10	265080.01		<u>RIVERWOOD HOMES, 2216 W BEIGE ST, WATER OVERPAYMENT</u>	06/01/2016	54.24	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 265080.01:						54.24	.00					
1776	WATER DEPOSIT REFUND #10	273015.01		<u>DUANE C PECK, 2096 W SELDOVIA ST, WATER OVERPAYMENT</u>	05/20/2016	83.41	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 273015.01:						83.41	.00					
1776	WATER DEPOSIT REFUND #10	273025.01		<u>DOUGLAS ERICSON, 2200 W SELDOVIA ST, WATER OVERPAYMENT</u>	05/27/2016	66.88	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 273025.01:						66.88	.00					
1776	WATER DEPOSIT REFUND #10	274170.02		<u>HARVEY HAMMER, 2373 N BUZZSAW CIRCLE, WATER OVERPAYMENT</u>	05/31/2016	67.17	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 274170.02:						67.17	.00					
1776	WATER DEPOSIT REFUND #10	274175.02		<u>STARLA D FINKE, 2397 N BUZZSAW CIRCLE, WATER OVERPAYMENT</u>	05/11/2016	94.34	.00	99-1075 Utility Cash Clearing	0	5/16		

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Total 274175.02:						94.34	.00					
1776	WATER DEPOSIT REFUND #10	276038.01		<u>CBH, 2332 N CORKTREE WAY, WATER OVERPAYMENT</u>	05/23/2016	112.92	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 276038.01:						112.92	.00					
1776	WATER DEPOSIT REFUND #10	276052.01		<u>CBH, 2359 N CORKTREE WAY, WATER OVERPAYMENT</u>	06/01/2016	48.28	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 276052.01:						48.28	.00					
1776	WATER DEPOSIT REFUND #10	276074.01		<u>CBH, 2325 N BLUEBLOSSOM WAY, WATER OVERPAYMENT</u>	05/27/2016	155.22	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 276074.01:						155.22	.00					
1776	WATER DEPOSIT REFUND #10	276082.01		<u>CBH, 2253 N BLUEBLOSSOM WAY, WATER OVERPAYMENT</u>	05/23/2016	55.79	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 276082.01:						55.79	.00					
1776	WATER DEPOSIT REFUND #10	280250.01		<u>TRIDENT HOMES, 1053 W SMOKY QUARTZ ST, WATER OVERPAYMENT</u>	05/23/2016	97.96	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 280250.01:						97.96	.00					
1776	WATER DEPOSIT REFUND #10	310048.01		<u>TIMBERMIST LLC, 1267 W SELDOVIA DR, WATER OVERPAYMENT</u>	05/11/2016	21.07	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 310048.01:						21.07	.00					
1776	WATER DEPOSIT REFUND #10	40321.03-A		<u>TRUST REALTY, 724 N MARTEESON AVE, WATER OVERPAYMENT</u>	05/27/2016	93.01	93.01	99-1075 Utility Cash Clearing	0	5/16	05/27/2016	

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 40321.03-A:						93.01	93.01					
1776	WATER DEPOSIT REFUND #10	50660.01		<u>DONALD PENTLAND JR, 532 N FRANKLIN AVE, WATER OVERPAYMENT</u>	05/27/2016	66.61	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 50660.01:						66.61	.00					
1776	WATER DEPOSIT REFUND #10	90820.02		<u>AMBER HALL, 1009 W GOLD ST, WATER OVERPAYMENT</u>	06/01/2016	26.72	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 90820.02:						26.72	.00					
1776	WATER DEPOSIT REFUND #10	90960.01		<u>PAUL R ANDREWS, 961 N PYRITE PL, WATER OVERPAYMENT</u>	05/11/2016	79.89	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 90960.01:						79.89	.00					
1776	WATER DEPOSIT REFUND #10	91490.01		<u>RONALD LEE, 1049 W POUCH ST, WATER OVERPAYMENT</u>	05/11/2016	10.53	.00	99-1075 Utility Cash Clearing	0	5/16		
Total 91490.01:						10.53	.00					
Total WATER DEPOSIT REFUND #10:						3,059.83	154.91					
<b>WESTERN BUILDING MAINTENANCE, INC.</b>												
1499	WESTERN BUILDING MAINTENANCE, INC.	0091491-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - SENIOR CENTER</u>	05/26/2016	330.33	.00	01-6025 JANITORIAL	1001	5/16		
Total 0091491-IN:						330.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0091492-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - CITY HALL - ADMIN</u>	05/26/2016	59.46	.00	01-6025 JANITORIAL	0	5/16		

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1499	WESTERN BUILDING MAINTENANCE, INC.	0091492-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - CITY HALL - P &amp; Z</u>	05/26/2016	21.23	.00	<u>01-6025 JANITORIAL</u>	1003	5/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0091492-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - CITY HALL - WATER</u>	05/26/2016	55.21	.00	<u>20-6025 JANITORIAL</u>	0	5/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0091492-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - CITY HALL - SEWER</u>	05/26/2016	55.21	.00	<u>21-6025 JANITORIAL</u>	0	5/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0091492-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - CITY HALL - P.I</u>	05/26/2016	21.23	.00	<u>25-6025 JANITORIAL</u>	0	5/16		
Total 0091492-IN:						212.34	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0091493-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - TREATMENT PLANT - WATER</u>	05/26/2016	31.50	.00	<u>20-6025 JANITORIAL</u>	0	5/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0091493-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - TREATMENT PLANT - SEWER</u>	05/26/2016	31.50	.00	<u>21-6025 JANITORIAL</u>	0	5/16		
1499	WESTERN BUILDING MAINTENANCE, INC.	0091493-IN		<u>MONTHLY JANITORIAL SERVICES FOR MAY - TREATMENT PLANT - P.I</u>	05/26/2016	12.00	.00	<u>25-6025 JANITORIAL</u>	0	5/16		
Total 0091493-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						617.67	.00					
<b>ZAMZOWS</b>												
66	ZAMZOWS	1023304	4215	<u>THRIVE FOR THE TREES/BUSHES, B.WITHROW, MAY'16 - PARKS</u>	05/18/2016	93.98	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	5/16		
66	ZAMZOWS	1023304	4215	<u>SPREADER, B.WITHROW, MAY'16 - PARKS</u>	05/18/2016	14.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	5/16		

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Total 1023304:						108.97	.00					
66	ZAMZOWS	1023305	4225	LANDSCAPE FABRIC FOR ROUNDABOUT, N PURKEY, MAY'16 - PARKS	05/19/2016	35.98	.00	40-6020 CAPITAL IMPROVEMENTS	1021	5/16		
Total 1023305:						35.98	.00					
66	ZAMZOWS	1023308	4232	VEGETABLE AND FLOWER SEEDS, ROOTING POWDER, RANGERS, N PURKEY, MAY'16 - PARKS	05/20/2016	66.52	.00	01-6265 TRAINING & SCHOOLING	1004	5/16		
Total 1023308:						66.52	.00					
Total ZAMZOWS:						211.47	.00					
Grand Totals:						329,191.31	94,660.56					

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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

City of Kuna

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Report Criteria:

- Detail report.
  - Invoices with totals above \$0.00 included.
  - Paid and unpaid invoices included.
-

**RESOLUTION NO. R42-2016  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE TRANSFER OF 621 KUNA NORTH SEWER TREATMENT CONNECTION CERTIFICATES FROM COREY D. BARTON TO NE KUNA FARMS, LLC; AND AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY ENGINEER TO EXECUTE THE TRANSFER DOCUMENT.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho as follows:

Section 1. The transfer of the 621 Kuna North Sewer Treatment Connection Certificates treatment from Corey D. Barton to NE Kuna Farms, LLC is hereby approved.

Section 2. The Mayor, the City Attorney and the City Engineer of the City of Kuna, Idaho are hereby authorized to execute the transfer document, as attached hereto as EXHIBIT A.

**PASSED BY THE COUNCIL** of Kuna, Idaho this \_\_\_\_ day of June 2016.

**APPROVED BY THE MAYOR** of Kuna, Idaho this \_\_\_\_ day of June 2016.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

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



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

GORDON N. LAW  
CITY ENGINEER

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

May 31, 2016

Corey D Barton  
1977 E. Overland Rd.  
Meridian, ID 83642

NE Kuna Farm, LLC  
6152 W Half Moon Ln  
Eagle, ID 83616

Re: Transfer of Wastewater Treatment EDU's

Upon valid signatures below, the following KUNA NORTH SEWER TREATMENT CONNECTION CERTIFICATES, that as of the date hereon are reflected on the records of the City of Kuna as registered and assigned to Corey D Barton are assigned and transferred to NE Kuna Farm, LLC.

Certificate ID No's. **621 EDUs in sequence from Springhill EDU 1 to Springhill EDU 621**

The holder of each Certificate is entitled to one Sewer Treatment Connection Fee credit per Sewer Treatment Connection equal to \$3,233.75.

Effective Date of Transfer 5/31/16

Approval of Certificate Owner \_\_\_\_\_  
Corey D. Barton

Approval of Kuna Mayor \_\_\_\_\_  
Joe Stear

Approval of Kuna Attorney \_\_\_\_\_  
Richard T. Roats

Approval of Kuna City Engineer \_\_\_\_\_  
Gordon N. Law, P.E.



# City of Kuna

## Council Findings of Fact & Conclusions of Law

Phone  
Fa  
www

To: **City Council**

File Numbers: **15-02-CPM** (Comprehensive Plan Map Modification)  
**15-04-ZC** (Zone Change)  
**15-06-S** (Subdivision)

Location: SWC of Ardell Road & School Avenue  
Kuna, Idaho

Planner: Troy Behunin, Senior Planner

Hearing date: April 05, 2016  
**Findings of Fact: June 7, 2016**

Applicant: **P & F Development (STKR Invest.)**  
*Paul Beckman*  
3585 W. State St.  
Eagle, ID 83616

Representative: **B & A Engineers, Inc.**  
*David Crawford*  
5505 W. Franklin Rd.  
Boise, ID 83705  
208.342.5792  
[Dacrawford@baengineers.com](mailto:Dacrawford@baengineers.com)

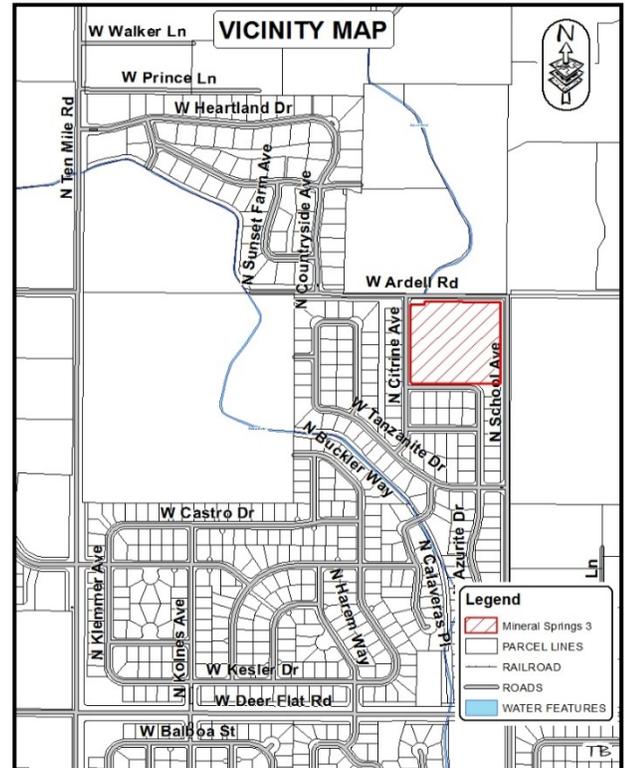


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| <ul style="list-style-type: none"> <li>A. Process and Noticing</li> <li>B. Applicants Request</li> <li>C. Aerial map</li> <li>D. Site History</li> <li>E. General Project Facts</li> <li>F. Staff Analysis</li> <li>G. Applicable Standards</li> <li>H. Proposed Procedural Background</li> </ul> | <ul style="list-style-type: none"> <li>I. Findings of Fact for Commission’s Approval</li> <li>J. Factual Summary</li> <li>K. Comprehensive Plan Analysis</li> <li>L. Kuna City Code Analysis</li> <li>M. Conclusions of Law</li> <li>N. Commission Recommendation</li> <li>O. Councils Order of Decision</li> </ul> |
|---|---|

**A. Process and Noticing:**

1. Kuna City Code 1-14-3 (KCC), states that Comprehensive Plan Map Modifications, Rezones and Subdivisions are designated as a public hearing, with the Commission as a recommending body and the City Council as the decision making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

**a. Notifications**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>i. Neighborhood Meeting</li> <li>ii. Agency Comment Request</li> </ul> | <ul style="list-style-type: none"> <li>November 5, 2015 (Three persons attended)</li> <li>January 4, 2016</li> </ul> |
|---|--|



3. **Parcel Sizes, Current Zoning, Parcel Number(s):**

- Parcel Size: 6.50 acres (approximately)
- Zoning: Neighborhood Commercial District; (C-1).
- Parcel #: R5741281000

4. **Services:**

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

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

There are no structures on site. Vegetation on site is generally associated with an open field.

6. **Transportation / Connectivity:**

The site is the south west corner (SWC) of School Avenue and Ardell Road. The site does not touch either frontage. Access will not be granted to/from School or Ardell Roads. A common lot is between this lot and the public rights-of-way.

7. **Environmental Issues:**

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

8. **Comprehensive Future Land Use Map:**

The site is identified as Commercial on Kuna's Comp Plan Map. Staff views this proposed land use request to be consistent with the surrounding area land uses and although it does not match the approved Comp Plan Map designation, the proposed use matches the current surrounding uses.

9. **Agency Responses:**

The following agencies returned comments: City Engineer (Gordon Law, P.E.) page 23, ACHD (Dawn Battles) page 27, Boise Project Board of Control (Tom Ritthaler) page 29, Central Dist. Health Dept. (form letter) page 31, Idaho Transportation Department (ITD) page 32. The responding agency comments are included with this case file and are included with this report.

**F. Staff Analysis:**

When this project was originally approved by Council in 2005 it was established as a Planned Unit Development (PUD) which allowed for a commercial zoning for this lot. The applicant's original intention was to develop this lot into storage units, a commercial use. Since 2007, the lot has been vacant with little interest from the developing community to place storage units. Additionally, staff has fielded multiple phone calls (since 2008) from residents within Mineral Springs concerned about the placement of storage units.

Since 2007, other adjacent projects have developed or recently received approvals supporting a desire for residential use in the area. While the Comp Plan Map (CPM) calls for a commercial use for this lot, staff believes this CPM change and rezone request to be in harmony with adjacent uses and current zoning.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 15-02-CPM, 15-04-ZC and 15-06-S subject to the recommended conditions of approval listed in section 'O' of this report.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**H. Procedural Background:**

On April 5, 2016, Council considered the project, including the application, agency comments, staff's report, application exhibits and public testimony presented or given.

**I. Findings of Fact for Commissions Approval:**

1. **15-02-CPM, 15-02-ZC and 15-06-S:** Based on the record contained in Case No.s 15-02-CPM, 15-04-ZC and 15-06-S, including the exhibits, staff's report and the public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No.'s 15-02-CPM, 15-04-ZC and 15-06-S, Comp Plan Map Change, rezone and preliminary plat.
2. The City Council accepts the facts as outlined in the staff report, the public testimony and the supporting evidence as presented.

**Comment:** *The City Council held a public hearing on the subject applications on April 5, 2016 to hear from the City staff and the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No.'s 15-02-CPM, 15-04-ZC and 15-06-S, this proposal appears to generally comply with the Comprehensive Plan and Comp Plan Map.

**Comment:** *The Comp Plan Map designates the approximately 6.50 acres (subject property) as commercial. The proposed project is planned to be 1.85 dwelling units per acres, which conforms with adjacent residential uses.*

4. The City Council has the authority to approve or deny these applications.

**Comment:** *On April 5, 2016, Kuna City Council will vote to approve or deny applications 15-02-CPM, 15-04-ZC and 15-06-S.*

5. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**Comment:** *As noted in the process and noticing section, notice requirements were met to hold a public hearing on April 5, 2016.*

**J. Factual Summary:**

This site is located near the southwest corner (SWC) of Ardell Road and School Avenue. Applicant has proposed a Comp Plan Map change for approximately 6.50 acres in City limits and requested to rezone (approximately) 6.50 acres from C-1 (Neighborhood Commercial District) to R-4 (Low Density Residential).

The site will take access from the established internal road network (Smokey Quartz) within Mineral Springs No.2.

Applicant proposes a 12 lot residential subdivision known as the Mineral Springs No. 3 Subdivision. The applicant seeks an R-4 (Low Density Residential) zone for the subdivision. Applicant proposes a single phase of development.

**K. Comprehensive Plan Analysis:**

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

The proposed zone change for the site is consistent with the following Comprehensive Plan components:

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and staff shall evaluate with guidance from the City’s attorney; the Idaho Attorney General’s six criterion established to determine the potential for property taking.

**Comment:** Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a “takings” and the economic value is intact.

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

**Comment:** The proposed application complies with the comprehensive plan by providing 12 lots of mixed lot sizes to meet this goal.

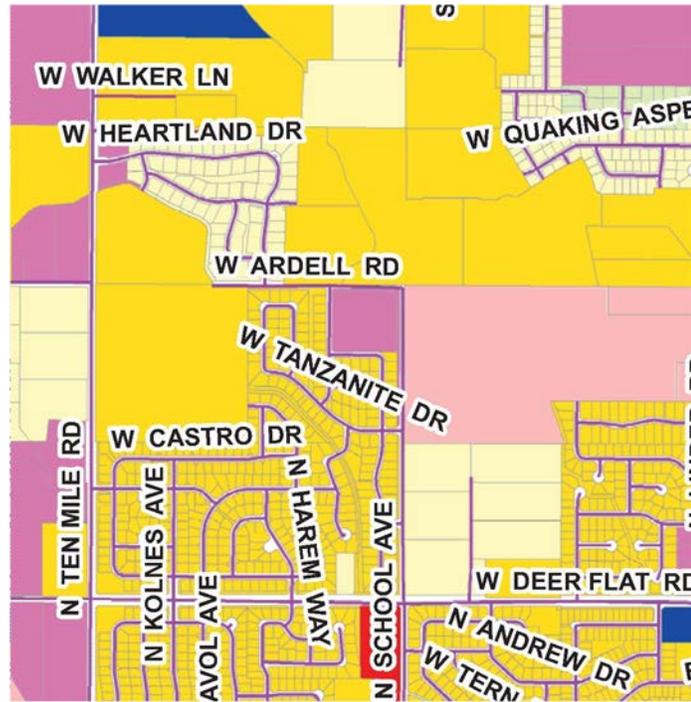
Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

**Comment:** The project complies with the land use plan as adopted by the City by incorporating the following; varied housing densities and types and promotes a desirable character and high quality neighborhood.

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from



developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

**Comment:** *Applicant has proposed 12 lots which will likely contribute to higher quality lots with varying sizes in a logical and orderly manner.*

**Community Design Goals and Objectives - Section 13 - Summary:**

Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place.

**Comment:** *The application incorporates sound community design.*

**L. Kuna City Code Analysis:**

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

**Comment:** *The proposed project meets the land use and area standards in Chapter 3, Title 5 of the KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of the KCC.*

2. The site is physically suitable for a subdivision.

**Comment:** *The 6.50 acre (Approximate) subdivision includes a mix of large lot sizes.*

3. The rezone and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

**Comment:** *The land to be subdivided is an empty lot within an existing subdivision and is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. The Subdivision application is not likely to cause adverse public health problems.

**Comment:** *The subdivision of the property requires a zoning designation per Kuna Code 5-13-9. The low density zoning designation requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

**Comment:** *The Comp Plan Map change, rezone and subdivision did consider the location of the property and adjacent uses. The subject property is located within an existing subdivision and will be connected to the public sewer and potable water systems. The adjacent uses are both farmland (for now) and residential – that are also designated as future residential uses in the Kuna Comprehensive Plan Map.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for Residential purposes.

**Comment:** *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for the residential project.*

**M. Conclusions of Law:**

1. Based on the evidence contained in Case No.s 15-02 CPM, 15-04-ZC and 15-06-S, Kuna's Council finds Case No.s 15-02 CPM, 15-04-ZC and 15-06-S complies with Kuna City Code.
2. Based on the evidence contained in Case No.s 15-02 CPM, 15-04-ZC and 15-06-S, Kuna's Council finds Case No.s 15-02 CPM, 15-04-ZC and 15-06-S are generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances

**N. Recommendation by the Commission:**

On February 23, 2016, the Planning and Zoning Commission voted to recommend *approval/denial* for Case No.s 15-02 CPM, 15-04-ZC and 15-06-S, based on the facts outlined in staff's report and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends approval/denial for Case No.s 15-02 CPM, 15-04-ZC and 15-06-S, a Comp Plan Map change, Rezone and Subdivision request from David Crawford (B&A Engineers) and Paul Beckman (P & F Development), with the following conditions of approval to Council:

- Approve the project according to the information outlined in the staff report and specifically the recommended conditions of approval.

**O. Council's Order of Decision:**

**15-02 CPM, 15-04-ZC and 15-06-S**, *Note: This proposed motion is to approve, conditionally approve, or deny these requests. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On April 5, 2016, the Council voted to *approve* Case No.s 15-02 CPM, 15-04-ZC and 15-06-S, based on the facts outlined in staff's report and the public testimony during the public hearing with the City Council of Kuna, Idaho, the Council hereby approves Case No.s 15-02 CPM, 15-04-ZC and 15-06-S, a Comp Plan Map change, Rezone and Subdivision request from David Crawford (B&A Engineers) and Paul Beckman (P & F Development), with the following conditions of approval:

- Approve all three applications as presented and in accordance with the information outlined in the staff report and specifically the recommended conditions of approval.
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    - a. The City Engineer shall approve the sewer hook-ups.
    - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
    - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).

2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
  - 2.1– With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Street lights within the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
13. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 7th day, of June 2016,

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Joe Stear, Mayor  
Kuna City

ATTEST:

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Chris Engels  
Kuna City Clerk



*Gateway to the birds of prey*

## Freedom Fitness & Community Center

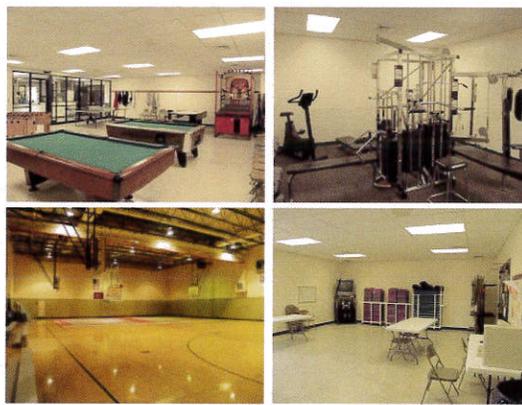
Vision: Create a gathering place for Kuna residents to enjoy spending time together, build lasting friendships, and strengthen families which ultimately strengthens our community.

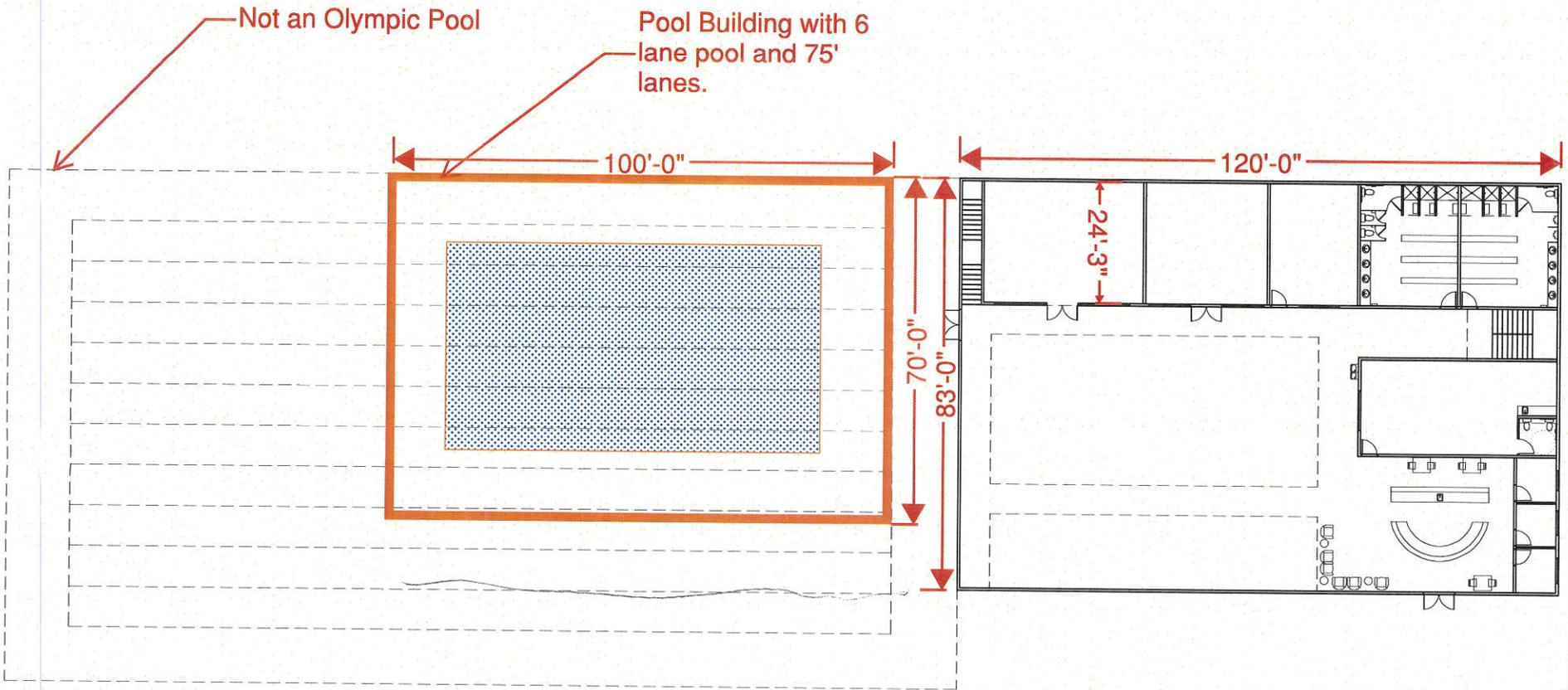
### Why:

- Love of the community of Kuna
- Bring the community together to live a healthy & happy life
- Give kids & families positive, healthy-living related activities
- No additional taxes assessed on community members
- Experience & knowledge of running a large facility with multiple amenities

### What:

- New amenities – swimming pool, community center, smoothie/coffee bar, basketball & tennis courts
- New programs & services that would appeal to all ages (kids' programs, swim team, after-school programs, senior fitness, pool physical therapy, water-related fitness classes)
- Community education & classes - nutrition & exercise, fitness assessments, community-based sports teams
- Host meetings, conferences, birthday parties, city-wide meetings, etc.





**1 OVERALL FLOOR PLAN**  
 SCALE: 1" = 10'-0"

**Maria Carson, Architect**  
 3464 W. Heidelberg St.  
 Englewood, CO 80110  
 maria@maria-carson.com  
 maria-carson.com

**FREEDOM FITNESS**

REVISIONS

DRAWN: JAC  
 PROJECT: MC24  
 FILE NO.: MC24A2.0  
 DATE: 4-19-16

SHEET  
**A2.0**



# City of Kuna

## Planning Staff Report

P.O. Box 13  
 Phone: (208) 922-5274  
 Fax: (208) 922-5989  
[Kunacity.id.gov](http://Kunacity.id.gov)

**To:** Kuna City Council

**Case Number(s):** 16-02-AN (Annexation) *Butler Annexation*

**Location:** 7945 S. Linder Rd.  
Kuna, Idaho 83634

**Planner:** Trevor Kesner, Planner II

**Hearing Date:** June 7, 2016

**Applicant:** Gerald & Evelyn Butler  
C/o Jayme Butler  
7945 S Linder Rd.  
Kuna, Idaho 83634  
[butlerheating\\_hvac@hotmail.com](mailto:butlerheating_hvac@hotmail.com)

### Table of Contents:

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

### A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states annexation is designated as a public hearing with the Planning and Zoning Commission as the recommending body and the City Council as the decision-making body. This proposed land use action was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

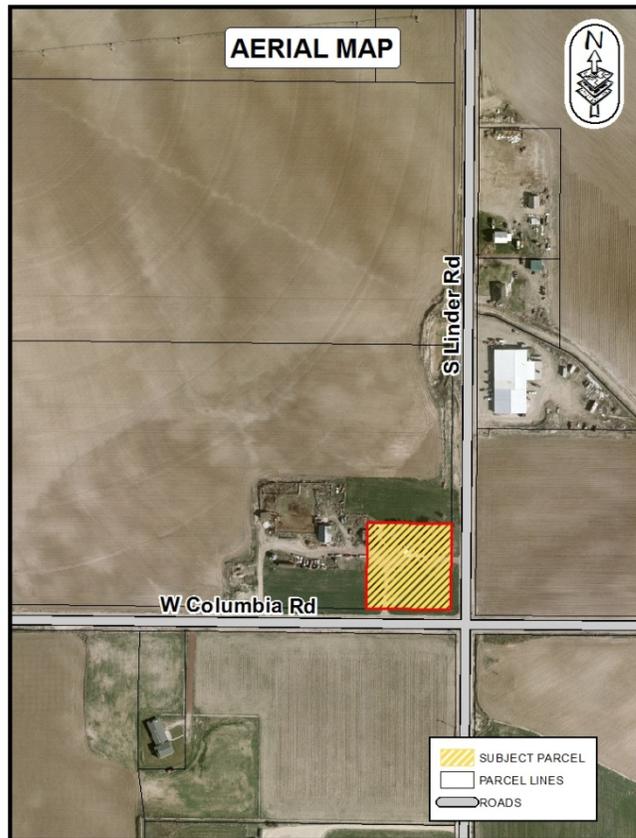
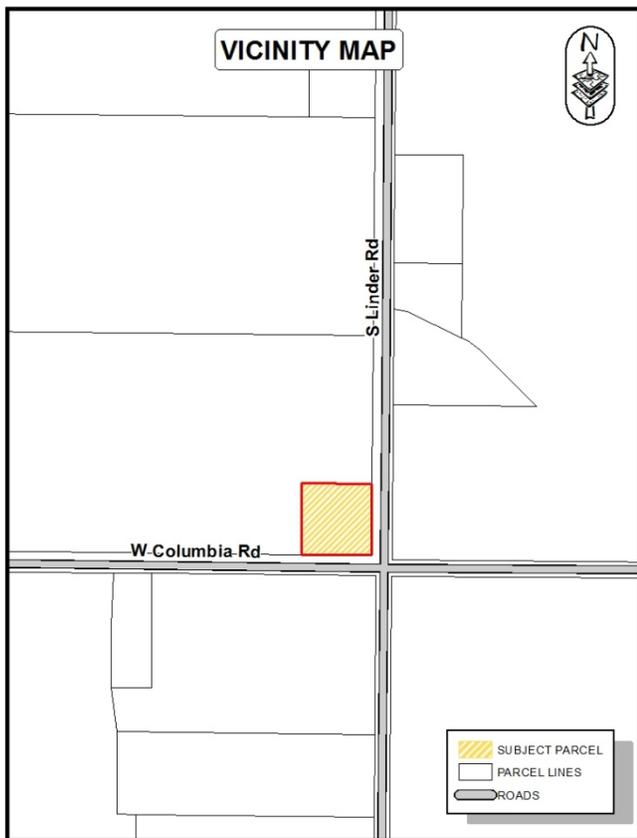
#### a. Notifications

- |                           |                               |
|---------------------------|-------------------------------|
| i. Neighborhood Meeting   | March 12, 2016 (No attendees) |
| ii. Agencies Notified     | March 30, 2016                |
| iii. 300' Property Owners | April 1, 2016                 |
| iv. Kuna, Melba Newspaper | April 6, 2016                 |
| v. Site Posted            | April 15, 2016                |

### B. Applicant Request:

1. The applicant is requesting approval to annex an approximately 1.145 acres parcel located at 7945 S. Linder Road into the City of Kuna with a 'C-1' (Commercial) zoning designation. The applicant intends to continue to operate an existing commercial business at this location.

**C. Vicinity and Aerial Maps:**



**D. History:** The parcel is currently zoned RR (Rural Residential) in Ada County, and is contiguous to City limits to the south and to the east. A residence and one (1) accessory structure are currently situated on the subject parcel. The majority of the surrounding grounds have historically been farmed.

**E. General Projects Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use Map identifies this site as Commercial. Staff views this land use request to be consistent with the approved Future Land Use Map.

2. **Surrounding Land Uses:**

<b>North</b>	RR	Rural Residential – Ada County
<b>South</b>	A	Agricultural – Kuna City
<b>East</b>	A	Agricultural – Kuna City
<b>West</b>	RR	Rural Residential – Ada County

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

- Approx. 1.145 total acres
- RR, Rural Residential (Ada County)
- Parcel # - R1693860270

4. **Services:**

- Sanitary Sewer – Existing Private Septic System
- Potable Water – Existing Domestic Source (well)
- Irrigation District – Boise-Kuna Irrigation District

Future Pressurized Irrigation – City of Kuna (KMID)  
 Fire Protection – Kuna Fire District  
 Police Protection – Kuna City Police (Ada County Sheriff's office)  
 Sanitation Services – Republic Sanitation Services

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a home on the existing parcel which the applicant uses to operate a commercial Heating, Ventilation, Air Conditioning (HVAC) service business office with no on-site customer facilities. There is currently one additional outbuilding (accessory structure) on the subject parcel. The site has historically been used as the primary residential dwelling for the surrounding farm lands to the north and west of the subject site, which is also owned by the applicant's family. The applicant has not indicated an intention to make any structural or site improvements to accommodate existing business operations at this location.
6. **Transportation / Connectivity:** The parcel is not currently improved with any curb, gutter, sidewalks, or surface drainage improvements. The site currently takes primary access from W. Columbia Road and will remain the primary access for the business. An additional driveway access is located along S. Linder Road. Ada County Highway District (ACHD) shall provide direction and ultimate approvals for any future street frontage improvements, proposed driveway approaches or site access modifications.
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts resulting from this application. This site's topography is generally flat.
8. **Agency Responses:** The following agencies returned comments: Central District Health Department (CDHD) Boise Project Board of Control (BPOC), Idaho Transportation Department (ITD). The responding agency comments are included as exhibits with this case file.

#### **F. Staff Analysis:**

The subject site is located on the northwest corner of S. Linder and W. Columbia Roads. The applicant requests to annex the 1.145 parcel into Kuna City limits as a 'C-1' (Commercial) zoning designation. The applicant will continue to utilize the existing functional septic system and private domestic well until such time as city services are within 300' feet of the subject site; at which time the property owner will be required to abandon the septic system and hook up to city services.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and Kuna Comprehensive Plan; and recommends approval for Case # 16-02-AN, subject to the recommended conditions of approval.

#### **G. Applicable Standards:**

1. City of Kuna, Title 5 Zoning Ordinance: Annexations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

#### **H. Comprehensive Plan Analysis:**

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

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

##### **Community Vision Statement:**

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family* use facilities, and other mixed-use

developments. Citizens anticipated the manufacturing area moving south and eastward between the Union Pacific Railroad Line and Kuna Mora Road (Page 21).

**GOALS AND POLICY – Property Rights**

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

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

**GOALS AND POLICY – Economic Development**

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

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

**GOALS AND POLICY – Land Use**

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

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

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

**I. Proposed Findings of Fact:**

1. This request appears to be in compliance with all ordinances and laws of the City, including Kuna City Code (KCC).
2. The site is physically suitable for annexation.
3. The annexation is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
4. The annexation application is not likely to cause adverse public health problems.
5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing street and utility services in proximity to the site appear to be adequate for the proposed commercial uses; however, any site development improvements (excluding, but not exclusively limited to electrical, plumbing, HVAC/mechanical or fencing and landscape) as determined by the Planning and Zoning Director, shall comply with the provisions set forth in Kuna City Code (KCC)
7. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence as presented.
8. Based on the evidence contained in Case No. 16-02-AN, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
9. The Kuna Planning and Zoning Commission has the authority to recommend approval or denial for the annexation application.

10. The public notice requirements were adhered to and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

**J. Proposed Conclusions of Law:**

1. Based on the evidence contained in Case No 16-02-AN, the Kuna City Council finds Case No. 16-02-AN complies with Kuna City Code.
2. Based on the evidence contained in Case No 16-02-AN, the Kuna City Council finds Case No. 16-02-AN is consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

**K. Proposed Decision by the City Council:**

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

Based on the facts outlined in staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby recommends *approval/denial* of Case No. 16-02-AN, a request for annexation from Jayme Butler, with the following conditions of approval:

1. All development submittals are required to include the lighting, landscaping, drainage and development plans as required by Planning and Zoning. All site improvements are prohibited prior to approval of the following agencies. The applicant/owner shall obtain written approval on letterhead or may be written/stamped on the approved construction plans from the agencies noted-
  - a. Central District Health Department (CDHD); furnish a copy of Central District Health Department (CDHD) approval for the *non-residential accessory use* of the existing septic system prior to annexation approval.
  - b. The City Engineer shall approve the future sewer hook-ups.
  - c. The Kuna Fire District shall approve the commercial use and all building plans.
  - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
  - e. Approval from Ada County Highway District must be obtained and Impact Fees must be paid prior to the issuance of any building permits.
2. All public rights-of-way shall be dedicated to the City and/or Ada County Highway District. No public street construction may be commenced without the approval and permit from Ada County Highway District:
  - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. With the exception of existing facilities, all utilities shall be installed underground (see KCC 6-4-2-W).
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Any site improvements other than mechanical, electrical, plumbing or fencing which alters, modifies or expands upon the existing use shall require the applicant/owner to comply with the provisions set forth in Kuna City Code (KCC)
6. Submit a petition to the City (as necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
7. Applicant shall follow all staff, City engineer and other jurisdictional agency recommended requirements as applicable.
8. Applicant shall abide by all applicable federal, state and local laws and ordinances.



City of Kuna  
Planning & Zoning  
Department  
P.O. Box 13  
Kuna, Idaho 83634  
208.922.5274  
Fax: 208.922.5989  
Website: www.kunacity.id.gov

### Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

\*Please submit the appropriate checklist (s) with application

#### Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

For Office Use Only	
File Number (s)	16-02-AN
Project name	Butler ANNEX
Date Received	<b>RECEIVED</b>
Date Accepted/ Complete	3.22.16
Cross Reference Files	—
Commission Hearing Date	04/26/16
City Council Hearing Date	05/17/16

#### Contact/Applicant Information

Owners of Record: <u>Gerald + Evelyn Butler</u>	Phone Number: <u>208-362-5697</u>
Address: <u>2731 Copeland Rd.</u>	E-Mail: <u>ButlerHeating-HVAC@Hotmail</u>
City, State, Zip: <u>Harper, OR 97906</u>	Fax #: <u>208-362-7953</u>
Applicant (Developer): <u>Jayme Butler</u>	Phone Number: <u>208-861-9986</u>
Address: <u>7945 S. Linder Rd.</u>	E-Mail: <u>ButlerHeating-HVAC@Hotmail</u>
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: <u>208-362-7953</u>
Engineer/Representative: <u>None Existing</u>	Phone Number: <u>N/A</u>
Address: <u>Already</u>	E-Mail: <u></u>
City, State, Zip: <u></u>	Fax #: <u></u>

#### Subject Property Information

Site Address: <u>7945 S. Linder Meridian, ID 83642</u>	
Site Location (Cross Streets): <u>Corner of Linder + Columbia</u>	
Parcel Number (s): <u>R1693860270</u>	
Section, Township, Range: <u>2N1W02</u>	
Property size: <u>1.145</u>	
Current land use: <u>Butler Heating Office</u>	Proposed land use: <u>Butler Heating Office</u>
Current zoning district: <u>RR</u>	Proposed zoning district: <u>RR</u>



**Project Description**

Project / subdivision name:

Annexation of Lot 28 B1K1 Chisum Valley SUB #2

General description of proposed project / request:

1.145 Acreage

Type of use proposed (check all that apply):

Residential

Commercial

Office

Industrial

Other

Amenities provided with this development (if applicable):

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings:

Any existing buildings to remain?  Yes  No

Number of residential units: \_\_\_\_\_ Number of building lots: \_\_\_\_\_

Number of common and/or other lots: \_\_\_\_\_

Type of dwellings proposed:

Single-Family

Townhouses

Duplexes

Multi-Family

Other

Minimum Square footage of structure (s): \_\_\_\_\_

Gross density (DU/acre-total property): \_\_\_\_\_ Net density (DU/acre-excluding roads): \_\_\_\_\_

Percentage of open space provided: \_\_\_\_\_ Acreage of open space: \_\_\_\_\_

Type of open space provided (i.e. landscaping, public, common, etc.): \_\_\_\_\_

**Non-Residential Project Summary (if applicable)**

Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_

Gross floor area square footage: \_\_\_\_\_ Existing (if applicable): X 1100 MA

Hours of operation (days & hours): 8-5 (No Public Use) Building height: \_\_\_\_\_

Total number of employees: 6 Max. number of employees at one time: 6

Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_

Fencing type, size & location (proposed or existing to remain): Existing to Remain

Proposed Parking: Existing Not for Public Use a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

c. Width of driveway aisle: \_\_\_\_\_

Proposed Lighting: \_\_\_\_\_

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): \_\_\_\_\_

Applicant's Signature: Ernest M. Butler

Date: 3/15/14

Ernest M. Butler

3/15/2016

Dear Kuna City of Kuna .

We are wanting the Annexation of 7945 S Linder Rd. Meridian ID 83642 Lot 28 Blk 01 Chisum Valley Sub #2 to be able to operate our business Butler Heating Inc. The hours of operation are 8-5 for the office use, using the existing building and no use by public.

Thanks

Gerald Butler

# VICINITY MAP



S-Linder-Rd

W-Columbia-Rd



Exhibit  
A-2  
c

	SUBJECT PARCEL
	PARCEL LINES
	ROADS

# AERIAL MAP



S Linder Rd

W Columbia Rd



Exhibit  
A-2  
C

	SUBJECT PARCEL
	PARCEL LINES
	ROADS



**Pioneer Title Co.**

GOING BEYOND

**ADA County Residential Listing Report**

**General Information**

Parcel #: R1693860270  
 Sub Division/Addition: CHISUM VALLEY SUB NO 02

Primary Owner: BUTLER GERALD N  
 Secondary Owner: BUTLER EVELYN K

Site Address: 7945 S LINDER RD  
 MERIDIAN, ID 83642-0000

Mailing Address: PO BOX 356  
 KUNA, ID 83634-0000

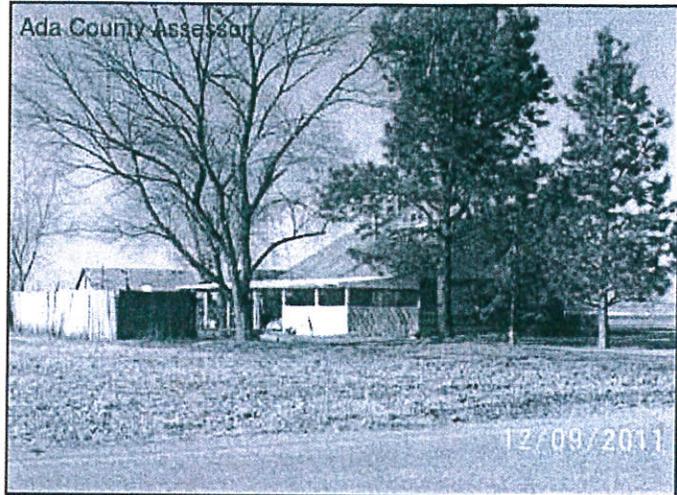
Legal Description: LOT 28 BLK 01 CHISUM VALLEY SUB #2  
 #99035825

Total Acreage: 1.145  
 Zoning: RR  
 Land Use:

Primary Characteristic: RESIDENTIAL  
 School District: KUNA SCHOOL DISTRICT

Twn-Rng-Sec 2N1W02  
 Neighborhood:  
 Irrigation District: BOISE-KUNA IRRIGATION DISTRICT

Fire District: Kuna Fire District  
 Soils: SIL  
 Flood Zone: X  
 MLS Area: : 1100



**Tax & Financial Information:**

Year:	Assd Val:	HO Exmpt:	Tax Val:	Est Tax:
**2015	\$143,700.00	\$0.00	\$143,700.00	\$1,850.26
2014	\$119,800.00	\$0.00	\$119,800.00	\$1,615.81
2013	\$120,200.00	\$0.00	\$120,200.00	\$1,784.34
2012	\$104,000.00	\$0.00	\$104,000.00	\$1,635.61

\*\*values are not finalized until June of current year

Last Published Levy: 0.012875877  
 Code Area: 239  
 Rural Residential Subdivisions \$86,200.00  
 Improvements. Residential in nature, located on 15 \$57,500.00  
 Transfer Date:  
 Effective Date:

**Residential Characteristics**

Dwelling Type:	SINGLE FAMILY	Low Flr SqFt Fin:	0	Deck 1 SqFt:	0
Year Built:	1940	Low Flr SqFt Un-Fin:	0	Deck 1 Covered?:	N
Property Type:	REAL	Basement SqFt Fin:	0	Deck 2 SqFt:	0
Design:	SINGLE LEVEL	Basement SqFt Un-Fin:	0	Deck 2 Covered?:	N
No. Bedrooms:	3	Attic SqFt Fin:	0	Patio 1 SqFt:	580
No. Bathrooms:	1	Attic SqFt Un-Fin:	0	Patio 1 Covered?:	Y
No. Kitchens:	1	Car 1 Storage SqFt:	0	Patio 2 SqFt:	0
No. Fireplaces:	1	Car 1 Storage Type:		Patio 2 Covered?:	N
Heating Method?:	Y	Car 2 Storage Type:		Pool SqFt:	0
Air Conditioning?:	N	Car 2 Storage SqFt:	0	Gen. Purpose Bldg SqFt:	0
Ground Floor SqFt:	1,118	Porch SqFt:	0		
Upper Floor SqFt:	0				
<b>Total SqFt:</b>	<b>1,118</b>				
<b>\$/SqFt</b>	<b>\$128.53</b>				



1372000361

WARRANTY DEED

For Value Received NERI L. BUTLER and GEORGENA E. BUTLER, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto GERALD N. BUTLER and EVELYN K. BUTLER, husband and wife, Address: Route 2, Kuna, Idaho the grantee s, the following described premises, to-wit:

The SE 1/4 of Section 2, Township 2 North, Range 1 West, Boise Meridian, in Ada County, State of Idaho.

Subject to that certain mortgage in favor of the Federal Land Bank, which the Grantees agree to assume and to pay in full.

Subject to all taxes and assessments for the year 1974 and all subsequent years.

9204368
Gerald N. Butler
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY Jackson
300
'92 JAN 23 AM 11 41

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they are the owner s in fee simple of said premises; that said premises are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: August 23, 1974

Handwritten signatures of Neri L. Butler and Georgena E. Butler

STATE OF IDAHO, COUNTY OF CANYON: SS.
On this 7th day of November, 1974, before me, a notary public in and for said State, personally appeared NERI L. BUTLER and GEORGENA E. BUTLER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
Notary Public
Residing at Nampa, Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at the request of
minutes past o'clock m.,
this day of
19, in my office, and duly recorded in Book
of Deeds at page
Ex-Officio Recorder
By Deputy.
Fees \$
Mail to:

INSTRUMENT No.

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 18.00 6  
BOISE IDAHO 10/07/09 04:43PM  
DEPUTY Kathie Acree  
RECORDED-REQUEST OF  
ALLIANCE TITLE - PRODUCTI  
109115176



5000949051 SL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST**

THIS DEED OF TRUST is made this **1ST** day of **October 2009**, among the Grantor, **Gerald N. Butler and Evelyn K. Butler, Husband and wife** (herein "Borrower"), **ALLIANCE Title and Escrow, Corp.** (herein "Trustee"), and the Beneficiary, **Malheur Federal Credit Union**, a corporation organized and existing under the laws of United States Federal Credit Union Act, whose address is P.O. Box 520, Ontario, Oregon 97914 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Ada**, State of Idaho:

**Lot 28 in Block 1 of Chisum Valley Subdivision No. 2, according to the official plat thereof, filed in Book 78 of Plats at Page(s) 8195 and 8196, Official Records of Ada County, Idaho.**

which has the address of **7945 S. Linder Road, Meridian, Idaho 83642** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **10/01/2009** and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ **120,000.00** with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **10/06/2019**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.

Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the

date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.**

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts

with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's

and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**21. Substitute Trustee.** In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Use of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

**23. Attorneys' Fees.** As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

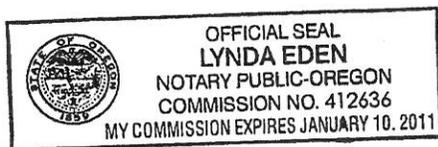
Gerald N. Butler -Borrower

Evelyn K. Butler -Borrower

STATE OF OREGON, Malheur County ss:

On this 1<sup>st</sup> day of **October, 2009**  
**Acknowledged**, before me, **Lynda Eden**, a Notary Public in and for said county and state, personally appeared **Gerald N. Butler and Evelyn K. Butler, Husband and wife**; known or proved to me to be the person(s) executed the foregoing instrument, and acknowledged to me that **they** executed the same.

In witness whereof I hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lynda Eden Notary Public

**REQUEST FOR RECONVEYANCE**

**TO TRUSTEE:**  
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: \_\_\_\_\_

13720C0361

# WARRANTY DEED

For Value Received NERI L. BUTLER and GEORGENE E. BUTLER,  
husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto  
GERALD N. BUTLER and EVELYN K. BUTLER, husband and wife,  
Address: Route 2, Kuna, Idaho  
the grantees, the following described premises, to-wit:

The SE $\frac{1}{4}$  of Section 2, Township 2 North, Range 1 West,  
Boise Meridian, in Ada County, State of Idaho.

Subject to that certain mortgage in favor of the Federal  
Land Bank, which the Grantees agree to assume and to pay  
in full.

Subject to all taxes and assessments for the year 1974 and  
all subsequent years.

9204368  
*Gerald N. Butler*  
ADA COUNTY, ID. FOR  
J. DAVID NAVARRO  
RECORDER BY *Jackson*  
300  
'92 JAN 23 AM 11 41

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,  
their heirs and assigns forever. And the said Grantors do hereby covenant to and  
with the said Grantee s, that t he y are the owner s in fee simple of said premises; that said  
premises are free from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.  
Dated: August 23, 1974

*Neri L. Butler*  
*Georgene E. Butler*

STATE OF IDAHO, COUNTY OF CANYON: ss.  
On this 7<sup>th</sup> day of November, 1974,  
before me, a notary public in and for said State, personally  
appeared NERI L. BUTLER and GEORGENE  
E. BUTLER, husband and wife,  
  
known to me to be the person s who se names are  
subscribed to the within instrument, and acknowledged to  
me that they executed the same.  
*[Signature]*  
Notary Public  
Residing at Nampa, Idaho  
Comm. Expires

STATE OF IDAHO, COUNTY OF  
I hereby certify that this instrument was filed for record at  
the request of  
  
at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock m.,  
this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, in my office, and duly recorded in Book \_\_\_\_\_  
of Deeds at page \_\_\_\_\_  
  
Ex-Officio Recorder  
  
By \_\_\_\_\_ Deputy.  
Fees \$ \_\_\_\_\_  
Mail to: \_\_\_\_\_

INSTRUMENT No.





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Kunacity.id.gov

State of Idaho )  
                          ) ss  
County of Ada )

I, Gerald Butler , 2731 Copeland Rd.  
Name Address  
Harper , OR 97906  
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my  
Permission to Jayne Butler 7945 S. Linder Meridian, ID 83642  
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any  
claim or liability resulting from any dispute as to the statements contained herein or as to the  
ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the  
purpose of site inspections related to processing said application(s).

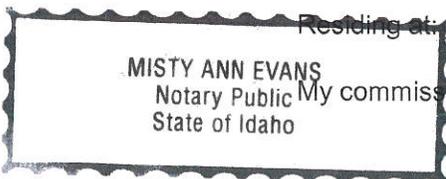
Dated this 15<sup>th</sup> day of March, 2016

Gerald G. Butler  
Signature

Subscribed and sworn to before me the day and year first above written.

Misty Ann Evans  
Notary Public for Idaho

Residing at: 1042 Stonehenge Way Meridian ID 83642  
My commission expires: January 11, 2019





# Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING \* 763 W. Avalon, Kuna, Idaho, 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

### GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

**Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.**

**Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.**

Description of proposed project: Annexation of this Property

Date and time of neighborhood meeting: 3/12/16 at 11:00 a.m.

Location of neighborhood meeting: Kuna Library 457 N. Logust St Kuna ID

### SITE INFORMATION:

Location: Quarter: SE 1/4 Section: 2 Township: 2 Range: 1 Total Acres: 1.145

Subdivision Name: Chisum Valley Sub 2 Lot: 28 Block: 01

Site Address: 7945 S. Linder Rd. Meridian, ID 83642 Tax Parcel Number(s): R1693860270

Please make sure to include **all** parcels & addresses included in your proposed use.

### CURRENT PROPERTY OWNER:

Name: Gerald N Butler & Evelyn K. Butler  
Address: 2731 Copeland Rd. Harper OR 97906

### CONTACT PERSON (Mail recipient and person to call with questions):

Name: Jayme Butler Business (if applicable): \_\_\_\_\_  
Address: 7945 S. Linder Rd. Meridian ID 83642



**PROPOSED USE:**

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

**Application Type**

**Brief Description**

- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim. Plat)
- Special Use
- Variance
- Expansion or Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

X of The 1.145 at 7945 S. Linder Rd

**APPLICANT:**

Name: Cerald Butler  
 Address: 2731 Copeland Rd  
 City: Harper State: OR Zip: 97906  
 Telephone: 208-362-5697 Fax: 208-362-7953

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code

Signature: (Applicant)

Cerald H. Butler Date 3/15/16  
Emelyn K. Butler

3/4/2016

Dear Property Owner,

Per Kuna City Code of Section 8-7A-3, on Saturday March 12, 2016 at 11:00am at the Kuna Library located at 457 N Logust St Kuna ID 83634, in the conference room. Gerald and Kay Butler will be holding a Neighborhood Meeting Concerning the Annexation of 1 Acer Parcel on the corner of 7945 S Linder Rd Meridian Id 83642 Legal Description Lot 28 BLK 01 Chisum Valley Sub #2  
**The SE¼ of Section 2, Township 2 North, Range 1 West, Boise Meridian, in Ada County, State of Idaho.**  
into Kuna City. Any questions contact Jayme Butler at 208-362-5697.

Thanks

Jerry and Kay Butler

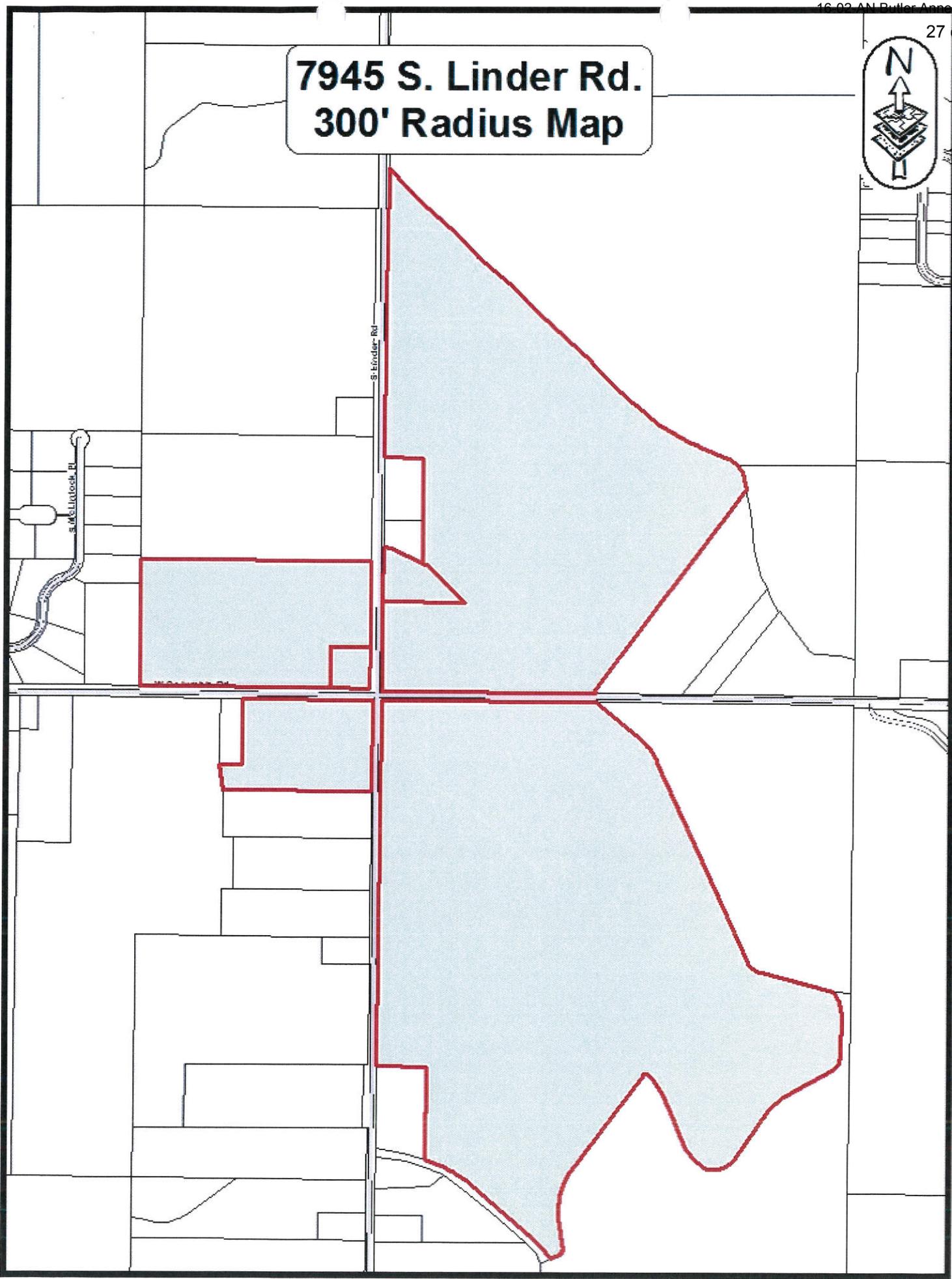
PRIMARY OWNER	SECONDARY WNER	ADDRESS	STATE/ZIP
DURRANT C RUSSELL & MARIE B LIVING TRUST	DURRANT MARIE B TRUSTEE	8397 S OLD FARM PL	MERIDIAN, ID 83642-0000
PATTERSON FAMILY ENTERPRISES LLC		2664 W 5200 S	REXBURG, ID 83440-4302
BUTLER GERALD N	BUTLER EVELYN K	PO BOX 356	KUNA, ID 83634-0000
BUTLER GERALD N	BUTLER EVELYN K	PO BOX 356	KUNA, ID 83634-0000
DURRANT C RUSSELL & MARIE B LIVING TRUST	DURRANT C RUSSELL TRUSTEE	8397 S OLD FARM PL	MERIDIAN, ID 83642-0000
MILLER CHARLOTTE		5171 N BLACK SAND AVE	MERIDIAN, ID 83646-0000

SIGN IN SHEET

PROJECT NAME: Annexation of Property 7945 S Linder Meridian, ID 83642 1.145 Acres  
Date: 3/12/14

	Name	Address	Zip	Phone
1	Jayme Butler	7945 S Linder Rd	83642	208-861-9986
2				
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**7945 S. Linder Rd.  
300' Radius Map**





# City of Kuna COMMITMENT TO PROPERTY POSTING

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634

Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.cityofkuna.com

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

Merald M. Butte

Applicant/agent signature

3/15/16

Date





208-362-5697

The Scope of Business:

---

We are just a dispatch center. The employees meet in the mornings at 8:00am and turn in their paperwork and get their calls for the day. There is a secretary there from 8-5. The 2 service techs drive their vans home every evening and there are 2 install trucks that come back to the office and are parked here. We are not open to the public. We have no walking in traffic. Also no equipment or hazardous materials are stored on location.

Thanks

Jayne Butler



CENTRAL DISTRICT HEALTH DEPARTMENT  
Environmental Health Division

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # 16-02-AN

Conditional Use # \_\_\_\_\_

Preliminary / Final / Short Plat \_\_\_\_\_

Chisum Valley No.2  
Lot 28 JBLI

RECEIVED  
APR 05 2016  
CITY OF KUNA

- 1. We have No Objections to this Proposal. - to annexation
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
  - high seasonal ground water
  - waste flow characteristics
  - bedrock from original grade
  - other \_\_\_\_\_
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
  - central sewage
  - community sewage system
  - community water well
  - interim sewage
  - central water
  - individual sewage
  - individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
  - central sewage
  - community sewage system
  - community water
  - sewage dry lines
  - central water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
  - food establishment
  - swimming pools or spas
  - child care center
  - beverage establishment
  - grocery store
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. If property is connected to existing  
septic system & will remain connected  
an accessory use will be required to  
operate the business.

Reviewed By: [Signature]  
Date: 3/31/16

EXHIBIT B-1

Review Sheet



# City of Kuna PROOF OF PROPERTY POSTING

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for \_\_\_\_\_  
(**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance  
5-1-5B. Sign posted \_\_\_\_\_ (**DAY OF THE WEEK, MONTH,  
DATE AND YEAR**). This form is required to be returned three (3) calendar days  
subsequent to posting and signs are to be removed from the site three (3) calendar  
days after the hearing.

DATED this 23rd day of May, 2016

Signature,

*[Handwritten Signature]*  
\_\_\_\_\_  
Owner/Developer

STATE OF IDAHO )  
County of ADA ) : ss



On this 23rd day of May, 2016 before me the  
undersigned, a Notary Public in and for said State, personally appeared before me  
(Owner, Developer).

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

*Misty Ann Evans*  
\_\_\_\_\_  
Notary Public  
Residing at 1042 Stonehenge Way Meridian, ID 83642  
Commission Expires 11/1/2019





**CITY OF KUNA  
PUBLIC HEARING NOTICE**

**Before The Kuna**

**CITY COUNCIL MEETING**  
**WHEN:** Tuesday, June 17th, 2016 at 6:00 pm  
 at the Kuna City Hall -  
 263 W. Avalon, Kuna, Idaho

**PURPOSE:** Annexation application for  
 approximately 1,145 acres to be annexed  
 into the City of Kuna to be designated as  
 'C' Commercial Zoning

**LOCATION:** 7943 S. Linder Road NW  
 corner of S. Linder and Columbia Road

**APPLICATION BY:** Gerald & Evelyn  
 Butler & Joyce Butler - 7943 S. Linder N.  
 Kuna, Idaho 83401

City Contact: 822-5274

STOP  
COLUMBIA



**From:** [Lori Badigian](#)  
**To:** [Trevor Kesner](#)  
**Subject:** RE: City of Kuna: Planning and Zoning - Agency Notification of item under consideration  
**Date:** Wednesday, April 20, 2016 4:19:02 PM  
**Attachments:** [6321a3.png](#)  
[37bf9e.png](#)

Trevor,

Misty with Butler Heating contacted me to clarify their intentions with the annexation. She stated they are asking to annex this property into the City of Kuna but will stay connected to the existing septic system since City sewer is not available. In reading the application I was under the impression that they wished to start a new business. Misty explained that business has been in operation for several years and is service oriented therefore the residence is used as a dispatch only with the homeowner as the primary employee on-site. Given this information, CDHD has not objections to this request.

Lori Badigian, REHS | Sr. Environmental Health Specialist  
 Central District Health  
 707 N. Armstrong Place | Boise, ID 83704  
 P: (208) 327-8517 | F: (208) 327-8553 | C: (208) 869-9118



[Twitter](#)



[Facebook](#) | W: [cdhd.idaho.gov](http://cdhd.idaho.gov)

**CDHD: Healthy People in Healthy Communities**

**IMPORTANT:** The information contained in this email may be privileged, confidential or otherwise protected from disclosure. All persons are advised that they may face penalties under state and federal law for sharing this information with unauthorized individuals. If you received this email in error, please reply to the sender that you have received this information in error. Also, please delete this email after replying to the sender.

-----

**From:** Trevor Kesner [mailto:TKesner@cityofkuna.com]  
**Sent:** Wednesday, March 30, 2016 9:12 AM  
**To:** ACHD; ACHD; Ada County Development Services (Mark Perfect); Ada County Engineer; Ada County Street Namin; Attorney Icloud; Boise Project Board of Control; Boise Project Board of Control; Boise-Kuna Irrigation Distr.; Cable One t.v.; Lori Badigian; COMPASS; DEQ; Gordon Law; Idaho Power; Idaho Power; Idaho Transportation Dept. ITD; Intermountain Gas; Intermountain Gas; J&M Sanitation; Kuna Fire & EMS; Kuna Police; Kuna School District; Kuna School District; Kuna School District; Natalie Purkey; Tony Davila  
**Cc:** christopher.s.nation@usps.com  
**Subject:** City of Kuna: Planning and Zoning - Agency Notification of item under consideration

March 30, 2016

Notice is hereby given by the City of Kuna that the following action is under consideration for:

<b>FILE NUMBER</b>	<b>16-02-AN</b> (Annexation) by Jayme Butler
<b>PROJECT DESCRIPTION</b>	The applicant is requesting approvals for Annexation of a one (1) acre parcel into the City of Kuna.
<b>SITE LOCATION</b>	The subject site is located at 7945 S. Linder Road Kuna,

	Idaho
<b>APPLICANT/ REPRESENTATIVE</b>	Jayne Butler 7945 S. Linder Road Kuna, Idaho 83634 <a href="mailto:butlerheating_hvac@hotmail.com">butlerheating_hvac@hotmail.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>April 26, 2016</b> 6:00 P.m.
<b>STAFF CONTACT</b>	Trevor Kesner, Planner II <a href="mailto:Tkesner@kunaid.gov">Tkesner@kunaid.gov</a> Phone: 387-7731 Fax: 922.5989
We have enclosed information to assist you with your consideration and responses. The public hearing is at 6:00 p.m. or as soon as it may be heard located at Kuna City Hall 763 W. Avalon Kuna, ID 83634. <b>No response within 15 business days will indicate you have no objection or concerns with this project.</b> We would appreciate any information you can supply us as to how this action would affect the services you provide.	

Attachments: Application and supplemental documentation

**Trevor Kesner**

*Planner II*

KUNA PLANNING & ZONING DEPT.

(208) 387-7731

[trevor@cityofkuna.com](mailto:trevor@cityofkuna.com)



City of Kuna  
763 W. Avalon  
Kuna, ID 83634

CONFIDENTIALITY NOTICE

This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or distribute any information included in this e-mail or its attachments. If you receive this e-mail in error, please delete it from your system and contact the sender.



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to: 36 of 41

- ACZ
Boise
Eagle
Garden City
Kuna
Meridian
Star

Rezone # 16-02-AN
Conditional Use #
Preliminary / Final / Short Plat

RECEIVED 5/31/16

Chisum Valley No.2

RECEIVED

MAY 31 2016

CITY OF KUNA

- 1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approval from appropriate entities are submitted, we can approve this proposal for:
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any:
13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. Reviewed By: [Signature] Date: 5/26/16

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028  
Boise, ID 83707-2028

(208) 334-8300  
[itd.idaho.gov](http://itd.idaho.gov)

---

April 7, 2016

Trevor Kesner  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL****RE: 16-02-AN BUTLER HEATING INC.**

The Idaho Transportation Department has reviewed the referenced annexation application for Butler Heating Inc. located at 7945 South Linder Road west of SH-69. ITD has the following comments:

1. ITD has no objection to the annexation and does not require any mitigation.
2. This property does not abut the State highway system.

If you have any questions, you may contact Ken Couch at 332-7190 or me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads "James K. Morrison".

James K. Morrison  
Development Services Manager  
[jim.morrison@itd.idaho.gov](mailto:jim.morrison@itd.idaho.gov)

**RON PLATT**  
CHAIRMAN OF THE BOARD

**RICHARD MURGOITIO**  
VICE CHAIRMAN OF THE BOARD

**TIMOTHY M. PAGE**  
PROJECT MANAGER

**ROBERT D. CARTER**  
ASSISTANT PROJECT MANAGER

**APRYL GARDNER**  
SECRETARY-TREASURER

**JERRI FLOYD**  
ASSISTANT SECRETARY-TREASURER

# BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2455 OVERLAND ROAD  
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000  
ACRES FOR THE FOLLOWING  
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT  
BOISE-KUNA DISTRICT  
WILDER DISTRICT  
NEW YORK DISTRICT  
BIG BEND DISTRICT

TEL: (208) 344-1141  
FAX: (208) 344-1437

07 April 2016

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634

RE: Jayme Butler **16-02-AN**  
7945 S. Linder Rd.  
Boise-Kuna Irrigation District **BK-247 A**  
Painter Lateral 71+10  
Sec. 02, T2N, R1W, BM.

Trevor Kesner, Planner II:

There are no Project facilities located on the above-mentioned property; however, it does in fact possess a valid water right.

Storm Drainage and/or Street Runoff must be retained on site.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter  
Assistant Project Manager, BPBC

bdc/bc

cc: Clint McCormick Watermaster, Div; 2 BPBC  
Lauren Boehlke Secretary – Treasurer, BKID  
File





**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: [glaw@cityofkuna.com](mailto:glaw@cityofkuna.com)**

## MEMORANDUM

**TO:** Director of Kuna Planning and Zoning

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

**RE:** Jayme Butler  
Annexation  
16-02-AN

**DATE:** April 11, 2016

The City Engineer has reviewed the annexation request of the above applicant dated March 30, 2016. It is noted that specific development plans are not provided except those implied as allowed or permitted in a "C-1" zone. The applicant desires to operate their business, Butler Heating, Inc., at the site. The applicant does not mention the need for City services and these comments will assume that the applicant intends to rely on the existing water and sewer facilities for its business operation.

The recommendation of the City Engineer is to proceed with this annexation and address the issues of extending the City service area in connection with the future land-use actions. Accordingly, the City Engineer provides the following comments:

### 1. Sanitary Sewer Needs

- a) The applicant's property to be annexed is presently used for residential and farmstead purposes and does not require City services. As developed property, it will require municipal or community sewer service. The City Engineer recommends ultimate connection to City facilities but does not preclude the implementation of an interim treatment and disposal option.
- b) Wastewater from the applicant's property has the future option of being treated at the North Treatment Plant which has sufficient capacity to serve this site. The nearest point of connection for the Butler Heating project is in Ten Mile Road and is considered "not reasonably available". When connecting to the sewer system, the applicant will need to abide by any relevant sewer reimbursement policies and agreements and any relevant connection fees.
- c) For assistance in locating existing facilities and understanding issues associated with connection, please contact the City Engineer at 287-1727.

## 2. Potable Water Needs

- a) The applicant's property to be annexed is presently used for residential and farmstead purposes and does not require City services at present. As more highly developed property in the future, it will require municipal water service for potable and fire protection needs.
- b) The nearest point of connection for the Butler Heating project is in the Columbia Road frontage. When connecting to the water system, the applicant will need to abide by any relevant water reimbursement policies and agreements and any relevant connection fees.
- c) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- d) For assistance in locating existing facilities, please contact the City Engineer at 287-1727.

## 3. Pressure Irrigation

- a) The property's irrigation needs are presently served by its own well and from surface rights in the canal system. The city does not have pressure irrigation facilities in the vicinity and the costly extension of City facilities to the site for this project alone does not seem justified. Accordingly, the City Engineer recommends reliance for the present on either the canals or utilization of the existing well of the applicant for irrigation needs.

## 4. Grading and Storm Drainage

The following is not required for annexation but will be required when alteration of surface features is proposed (such as grading or paving) in connection with future land use applications:

- a) Please provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) If impervious area is increased, please provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Please provide detail drawings of drainage facilities for review.
- c) Any increase in quantity or rate of runoff or decrease in quality of runoff from the site compared to historical conditions must be detained, treated and released at rates no greater than historical amounts.
- d) If offsite disposal of storm water in excess of historical rates or conditions is proposed, or disposed at locations different than provided historically, the approval of the affected entities is required.

## 5. General

- a) With the addition of this property into the corporate limits of Kuna and its potential connection to water (and perhaps irrigation) services, this property will be placing demand not only on constructed facilities but on water rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City at time of connection (ie development) any conveyable water rights by deed and "Change of Ownership" form from IDWR that are presently associated with the property. The

domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.

- b) A plan approval letter will be required if this project affects any local irrigation districts.
- c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- d) State the vertical datum used for elevations on all drawings.
- e) Provide engineering certification on all final engineering drawings.

## 6. Inspection Fees

An inspection fee will be required for City inspection of the construction of any **public** water, sewer and irrigation facility associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's approval of final construction plans. **If no public water, sewer and irrigation construction work is done (such as with a stand-alone annexation), no fees are required.**

## 7. Right-of-Way

The subject property fronts on its south and east sides on existing section line arterial streets (Columbia Road and Linder Road). The following conditions are related to these classified streets and future quarter line classified streets and apply at the time of development:

- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City and ACHD standards.
- b) It is recommended approaches onto the classified streets comply with ACHD approach policies.
- c) It is recommended sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided at the time of land-use change or re-development.

## 8. As-Built Drawings

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes, but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted. **If no public facilities are constructed (such as with a stand-alone annexation), no as-built drawings are required.**

## 9. Property Description

- a) The applicant provided a metes and bounds property description of the subject parcel.



# City of Kuna

## City Council Memo

**To:** Kuna City Council

**File Numbers:** 16-02-ZOA (Subdivision Ordinance Amendment)  
Title 5: Zoning Regulations

- KCC 5-1-6-2 (Meaning of Terms or Words)
- KCC 6-2-3 (Preliminary Plat)
- KCC 6-2-4 (Final Plat)

**Planner:** Wendy I. Howell, PCED

**Hearing Date:** June 7, 2016

### A. Course of Proceedings

Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states text amendments and ordinance changes are designated as public hearings, with the City Council as the final decision making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

#### a. Notifications

- |                           |              |
|---------------------------|--------------|
| i. Agencies               | May 3, 2016  |
| ii. Kuna, Melba Newspaper | May 4, 2016  |
|                           | May 11, 2016 |

### B. Agency Responses

- *Idaho Transportation Department* responded on April 7, 2016 stating they have no objection. (Exhibit C.1)
- *Central District Health Department* responded on May 13, 2016 stating they have no objections. (Exhibit C.2)

### C. Staff Comments:

The definition of commencement of construction needed additional verbiage requiring payment of prepaid sewer hook-ups or LID EDU's. Adding this statement will make the determination of whether the plat is active or if the plat has fallen down much clearer and less debatable for LID parcels.

The critical proposed revision of the preliminary plat and final plat portion of code refines the approval process making it clearer. The time frame requirement on phased subdivisions will now identify an application process to request time extensions. Staff added the requirement for all lots to display easement lines, on the face of final plat, for each lot. This is necessary to help the builders know where the existing easements are when they build as it varies lot to lot.

The City Attorney has reviewed and approved the proposed ordinance. Planning and Zoning Commission recommended approval on April 26, 2016.

**D. Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**E. Proposed Decision by Council:**

*The Council shall consider and discuss the evidence and testimony presented at the meeting prior to rendering its decision.*

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

- ▶ Based on the facts outlined in staff's report, the Commission's recommended approval, and public testimony as presented (if any), An ordinance of the City Council For Kuna, Idaho amending KCC 5-1-6-2 "Commencement Of Construction" to include the pre-payment of prepaid sewer hook-ups or LID EDU's; amending KCC 6-2-3 entitled "Preliminary Plat" to clarify certain sections regarding the approval period for a preliminary plat, removing language regarding construction phasing and the requirement that the developer provide a time schedule with start and completion dates, adding language to require sixty (60) days' notice prior to a plat expiring, adding language that a developer may receive a preliminary plat reinstatement if there has been commencement of construction, setting forth conditions for making application for a Preliminary Plat Extension Application including payment of past due fees, requiring preliminary plats that have been extended where the developer also request a change in phasing to receive City Council approval if the phasing has a requirement such as a swimming pool or other amenity; amending KCC 6-2-4 entitled "Final Plat" to make certain changes to clarify the approval process, adding a requirement that all easements be shown on all lot lines, and adding to the plat notes that HOA common lots irrigation assessments are fractionally assessed to the individual improved lots; and providing an effective date.

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028  
Boise, ID 83707-2028

(208) 334-8300  
[itd.idaho.gov](http://itd.idaho.gov)

---

April 7, 2016

Trevor Kesner  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL****RE: 16-02-ZOA ZONING ORDINANCE AMENDMENT**

The Idaho Transportation Department has reviewed the referenced zoning ordinance amendment application. ITD has the following comments:

1. ITD has no objection to the zoning ordinance changes.

If you have any questions, you may contact Ken Couch at 332-7190 or me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads "James K. Morrison".

James K. Morrison  
Development Services Manager  
[jim.morrison@itd.idaho.gov](mailto:jim.morrison@itd.idaho.gov)

---



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

- Return to:
[ ] ACZ
[ ] Boise
[ ] Eagle
[ ] Garden City
[ ] Kuna
[ ] Meridian
[ ] Star

Rezone # 16-02-20A

Conditional Use #

Preliminary / Final / Short Plat

City of Kuna

- 1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
[ ] high seasonal ground water [ ] waste flow characteristics
[ ] bedrock from original grade [ ] other
6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approval from appropriate entities are submitted, we can approve this proposal for:
[ ] central sewage [ ] community sewage system [ ] community water well
[ ] interim sewage [ ] central water
[ ] individual sewage [ ] individual water
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
[ ] central sewage [ ] community sewage system [ ] community water
[ ] sewage dry lines [ ] central water
10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any:
[ ] food establishment [ ] swimming pools or spas [ ] child care center
[ ] beverage establishment [ ] grocery store
13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. \_\_\_\_\_ Reviewed By: \_\_\_\_\_
\_\_\_\_\_ Date: 5/13/16

Signature: [Handwritten Signature]
Date: 5/13/16

**ORDINANCE 2016-16**

**AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING KCC 5-1-6-2 “COMMENCEMENT OF CONSTRUCTION” TO INCLUDE THE PREPAYMENT OF PREPAID SEWER HOOK UPS OR LID EDU’S; AMENDING KCC 6-2-3 ENTITLED “PRELIMINARY PLAT” TO CLARIFY CERTAIN SECTIONS REGARDING THE APPROVAL PERIOD FOR A PRELIMINARY PLAT, REMOVING LANGUAGE REGARDING CONSTRUCTION PHASING AND THE REQUIREMENT THAT THE DEVELOPER PROVIDE A TIME SCHEDULE WITH START AND COMPLETION DATES, ADDING LANGUAGE TO REQUIRE SIXTY (60) DAYS NOTICE PRIOR TO A PLAT EXPIRING, ADDING LANGUAGE THAT A DEVELOPER MAY RECEIVE A PRELIMINARY PLAT REINSTATEMENT IF THERE HAS BEEN COMMENCEMENT OF CONSTRUCTION, SETTING FORTH CONDITIONS FOR MAKING APPLICATION FOR A PRELIMINARY PLAT EXTENSION APPLICATION INCLUDING PAYMENT OF PAST DUE FEES, REQUIRING PRELIMINARY PLATS THAT HAVE BEEN EXTENDED WHERE THE DEVELOPER ALSO REQUEST A CHANGE IN PHASING TO RECEIVE CITY COUNCIL APPROVAL IF THE PHASING HAS A REQUIREMENT SUCH AS A SWIMMING POOL OR OTHER AMENITY; AMENDING KCC 6-2-4 ENTITLED “FINAL PLAT” TO MAKE CERTAIN CHANGES TO CLARIFY THE APPROVAL PROCESS, ADDING A REQUIREMENT THAT ALL EASEMENTS BE SHOWN ON ALL LOT LINES, AND ADDING TO THE PLAT NOTES THAT HOA COMMON LOTS IRRIGATION ASSESSMENTS ARE FRACTIONALLY ASSESSED TO THE INDIVIDUAL IMPROVED LOTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, this text amendment is in agreement with the spirit and intent of Kuna’s Comprehensive Land Use Plan (Plan); and

WHEREAS, it is deemed to be in the best interest of the city of Kuna to amend certain sections of Chapter 1, Title 5, and certain sections of Chapter 2 of Title 6; and

WHEREAS, this zoning amendment is pursued in accordance with KCC 5-13, “ZONING AMENDMENTS”.

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

**Ordinance Section 1. Title 5, Chapter 1, Section 6, Part 2: MEANINGS OF TERMS OR WORDS** is amended to add the following term to the list of definitions:

**COMMENCEMENT OF CONSTRUCTION:** The construction of the first permanent structure on a site as approved or offsite improvements intended to primarily benefit said site. Onsite improvements include such things as: the pouring of slab or footings, the installation of pilings,

the construction of columns or any other work beyond excavation. Offsite improvements include such things as: installing major infrastructure improvements, payment of prepaid sewer hook up or LID EDUs, sewer lines, water lines, pressurized irrigation lines, well stations, lift stations, pump stations, roads, and other utilities intended to serve the site. Permanent construction does not include land preparation, such as clearing, grading, and filling or excavation for a basement, footings, piers, or foundations or the erection of temporary forms.

**Ordinance Section 2. Title 6, Chapter 2, Section 3** entitled, "PRELIMINARY PLAT" is amended as follows:

## CHAPTER 2

### SUBDIVISION APPROVAL PROCEDURE

#### 6-2-3: PRELIMINARY PLAT

*Note: Sub-divider and developer are intended to be interchangeable terms.*

#### J. Approval period, phased development, time extension, and expiration:

1. A preliminary plat approval shall be valid for two (2) years from the date of approval of the findings of facts and conclusions of law by City Council, unless extended as provided for herein.

2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes phases, each successive phase is to be completed within one (1) year of the preceding phase's recording date.

3. A subdivider shall, sixty (60) days prior to the expiration of the two (2) year approval period or any extension thereof, notify the Planning and Zoning Department that they are requesting an extension of the preliminary plat approval by filing an Application for Preliminary Plat Time Extension as provided for in *Section 5*, or the City's approvals for the preliminary plat shall automatically expire.

4. A preliminary plat approval that has expired shall not be granted a renewal or extension, except as provided for in *Section 6*.

#### 5. Application for Preliminary Plat Time Extension.

a. Subdivider shall file an application with the Planning and Zoning Department on the form provided by the Planning and Zoning Department and pay the applicable fee.

b. Subdivider shall pay any balance due on the original preliminary plat application, including City engineering fees, inspection fees, irrigation fees, or other required fees or past due balances owed to the City that are due from a predecessor in interest to the development.

c. As required by the application, resubmit an updated preliminary plat with any modifications.

d. The resubmitted plat shall be subject to all rules or regulations that have been adopted since the preliminary plat was initially approved.

e. If a City Ordinance or regulation has been adopted since the original preliminary plat was approved and that Ordinance or regulatory change would require significant alteration to improvements previously installed and approved, as determined by the City Engineer, the City Engineer may recommend to the City Council that the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety.

f. As required by the application, provide a basis for the extension request. The Planning and Zoning Director shall determine if there is a good cause basis for the granting of the extension, which decision shall be appealable to the City Council.

g. The application may also require any additional information that the Planning and Zoning Department deems necessary.

h. The Planning and Zoning Director may require additional conditions of approval for the extension, including changes or amendments to the Kuna City Code or other requirements of any other regulatory body.

i. The application, when deemed complete by the Planning and Zoning Director, shall be set before the City Council for formal action to approve or deny the request for time extension.

6. The City Council is under no obligation to grant a time extension. In approving or denying the request for time extension, the City Council may add additional conditions to its approval of the request for time extension.

7. If a Preliminary Plat extension also includes phasing, the granting of the extension shall also reset the time schedule for all remaining phases. However, if the proposal is to modify or change the order of the phasing that contains any phasing requirement, such as a swimming pool or other amenities, the change may only be approved by the City Council.

8. A preliminary plat time extension shall be valid for two (2) years from the date of approval of the findings of fact and conclusions of law of the extension by City Council.

9. If a preliminary plat approval has expired and the subdivider has Commenced Construction, as defined in KCC 5-1-6-2, the preliminary plat approval may be reinstated by a decision the Planning and Zoning Director considering the following:

a. Subdivider shall file an application with the Planning and Zoning Department on the form provided by the Planning and Zoning Department and pay the applicable fee.

b. Subdivider shall pay any balance due on the original preliminary plat application, including City engineering fees, inspection fees, irrigation fees, or other required fees or past due balances owed to the City that are due from a predecessor in interest to the development.

c. As required by the application, resubmit an updated preliminary plat with any modifications.

d. The resubmitted plat shall be subject to all rules or regulations that have been adopted since the preliminary plat was initially approved.

e. If a City Ordinance or regulation has been adopted since the original preliminary plat was approved and that Ordinance or regulatory change would require significant alteration, as determined by the City Engineer, to improvements previously installed and approved, the City Engineer may recommend to the City Council that the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety.

f. As required by the application, provide a basis for the extension request. The Planning and Zoning Director shall determine if there is a good cause/basis for the granting of the extension, which decision shall be appealable to the City Council.

g. The application may also require any additional information that the Planning and Zoning Department deems necessary.

h. The Planning and Zoning Director may require additional conditions of approval for the extension, including changes or amendments to the Kuna City Code or other requirements of any other regulatory body.

**Ordinance Section 3. Title 6 Chapter 2 Section 4** entitled, "FINAL PLAT" is amended to read:

6-2-4: FINAL PLAT

The City engineer shall not sign the final plat mylar if any City Code violations exist on the subject property at the time of requested signature.

The following procedures shall apply to the filing for final plat approval of any city of Kuna subdivision:

A. *Application:* After the approval or conditional approval of the preliminary plat by the City Council, the subdivider may cause the subdivision, or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. The subdivider shall submit to the planning staff the following:

1. Final plat application along with a title report that is less than six (6) months old, warranty deed or other acceptable evidence demonstrating the subdivider's ownership or legal interest in the land included in the final plat.
2. Payment of fees equivalent to the amount of material and labors expended by City staff for plat review. Fees shall be paid for all costs associated with the review of the preliminary plat, final plat and construction drawings. The subdivider will be notified of the amount owed and the basis for the fees charged. All plat related fees shall be paid prior to city approval.

3. Three (3) paper copies and a digital copy in a PDF format of the final plat and signature page.
  4. Three (3) paper copies and a digital copy in a PDF format of the final engineering construction drawings for streets, water, sewer, sidewalk, pressure irrigation and other public improvements.
  5. Other items as specified, and required by the City during the application process.
- B. *Content of final plat:* The final plat shall be in compliance with all items required in Idaho Code Title. 50, Chapter 13; the final plat shall include the following:
1. Final plat check-off list with all items completed. If the landscaping has not been completed, a financial guarantee shall be provided pursuant to KCC 6-4-3;
  2. Proof of current ownership of the real property and written consent of the final plat owners of record;
  3. All easements shall be shown on all lot lines for lots in the subdivision;
  4. All subdivisions that contain a Homeowners' Association shall have the following language: "The Homeowners' Association (HOA), its ownership and maintenance commitments can not be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to a fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment";
  4. Other information the Planning and Zoning Director, City Engineer or City Attorney deem necessary to establish ownership and signing authority;
  5. A statement and other supporting evidence demonstrating the final plat conform to the approved preliminary plat;
  6. A statement of compliance with provisions of this title;
  7. A statement the final plat meets established engineering practices and local standards.
- C. *Planning staff review:*
1. The Planning and Zoning Director shall certify and date stamp the application for purpose of establishing its completeness relative to all noted final plat requirements.
  2. The Planning and Zoning Director shall review the final plat for compliance with the approved or conditionally approved preliminary plat. If the Planning and Zoning Director or assigned person determines there are substantial differences between the preliminary and final plat, the subdivider may be required to submit the final plat to the City Council as it was portrayed at time of the preliminary plat process.

3. After the Planning and Zoning Director's determination that the final plat is in compliance with the preliminary plat and all conditional requirements have been met, the Planning and Zoning Director or assigned person shall place the final plat on the Council agenda within forty-five (45) days from its receipt and acceptance. Acknowledgement of final plat acceptance shall be conveyed by way of written confirmation. D. *Agency review:* The Planning and Zoning Director or assigned person shall transmit final plat documents to other reviewing City staff and agencies for evaluation and comment. The reviewer shall evaluate the final plat improvements for consistency with construction standards, health protocols, cost estimates and legal requirements. The subdivider shall not rely upon a surety for performance bonding purpose.
- E. *Council action:* At the public meeting scheduled for the final plat review the City Council shall consider comments from agencies. The City Council shall approve, approve conditionally, disapprove the final plat or table it for purposes of acquiring and reviewing additional information and then approve, approve conditionally or disapprove the final plat after review of this supplementary information within thirty (30) days of the date of the regular meeting at which the plat is first considered. A copy of the approved plat shall be filed with the Planning and Zoning Department. Upon granting or denying the final plat, the City Council shall specify:
  1. The ordinance and standards relied upon to evaluate the application;
  2. The reasons for approval or denial; and
  3. The action(s), if any, the applicant could take to obtain a permit.
- F. *Approval period:*
  1. The final subdivision plat shall be filed with the County Recorder within two (2) years after the City Council's signing of the findings of fact; otherwise, the plat approval shall become null and void unless prior to the two (2) year expiration date the subdivider applies for a time extension. A final plat time extension is heard by the City Council. The subdivider shall provide the City Council sufficient reason(s) for continuing the final plat application as a basis for the granting of a time extension. The City Council is under no obligation to approve a final plat time extension. The City Council reserves the right to add additional conditions of approval to the final plat as part of a time extension.
  2. In the event the City Council does not approve a time extension request, the plat shall become null and void. If the plat becomes null and void the subdivider shall resubmit the plat for preliminary plat approval. The subdivider will receive credit for improvements previously installed and approved. The subdivider shall pay the current preliminary plat application fees and furnish staff an updated preliminary plat.
  3. The resubmitted plat shall be subject to rules or regulations in place at time of reapplication. If a City rule or regulation has been instituted since the preliminary plat

was initially approved and that regulatory change would require significant alteration to improvements previously installed and approved, the City Engineer may recommend to the City Council the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety. Time extensions are valid for one (1) year from the City Council's approval based on the initial one-year time period established at the signing of the preliminary findings of fact.

G. *Prior to requesting the city engineer's signature on the final plat Mylar:*

Either:

- a. All required improvements, infrastructure, public utilities, public improvements, etcetera have been installed and conditions of approval have been met and inspected and approved by the City; including all record drawing requirements, submittal of engineer or record inspection logs, submittal of the engineer of record certification and receipt of the dedication request, and memorandum from the City engineer has been issued stating as much;

Or:

- b. The City engineer has approved the amount of the financial guarantee as outlined in section 6-4-3 of this Chapter for required improvements and conditions of approval that have yet to be completed. The City engineer shall not sign, nor release the final plat for recording until the City has received the financial guarantee in compliance with the provisions of this Chapter and the City Council has approved the final plat.

Additionally:

The following items shall be completed by the subdivider, and inspected and approved by the City engineer and/or their designee and other approving agencies, prior to the subdivider submitting for final plat approval; said items are not eligible for financial guarantees as provided for in KCC 6-4-3. The City engineer's approval shall be in the form of a memorandum confirming completion of the following:

1. Construction of the domestic water system, including successful pressure and bacteria tests followed by city of Kuna inspections and approvals;
2. Installation of fire hydrants according to the current International Fire Code standards and supporting fire flows according to standards established by the Kuna Fire District;
3. Construction of the sanitary sewer system, including successful pressure test, television camera inspection, evidence of acceptable pipe sloping, completion of all work within the base of the manholes followed by city of Kuna inspections and approvals.
4. Construction of an all around weather road system subject to the Kuna Fire Chief and Ada County Highway District (ACHD) inspections and approvals.

5. Installation of street signs followed by City engineer, Kuna Fire District and ACHD inspections and approvals.
  6. The subdivider shall dedicate all sanitary sewer and domestic water facilities and provide all applicable documentation as required by the city engineer.
  7. Construction of that portion of the pressure irrigation system that will be dedicated to the City by the subdivider. Said system shall be tested by the subdivider, and inspected and approved by the City's engineering staff. Under the discretion of the City engineer, the construction of said system, or a portion thereof, may be deferred to a date certain, but in no event, not later than the issuance of the first building permit. Any deferral shall be agreed to by the subdivider and the City, and recorded against the property. Upon completion of the deferred pressurized irrigation system or portion thereof, it shall be inspected and approved by the City engineering staff before the building permit is issued. Under circumstances where seasonal restrictions prevent the total completion of the irrigation system, the City engineer may allow, at his/her sole discretion, those portions of the system under the purview of seasonal restriction to be deferred. Any portion of the irrigation system that is deferred shall be included in the financial guarantee. The City must receive documentation requesting that the system be annexed into the Kuna Municipal Irrigation District if annexation is applicable. All applicable fees must be submitted with the annexation request.
  8. Dedicate water rights to the City in sufficient quantities to offset the subdivisions potential water demands as determined by the city engineer.
  9. Provide permanent approved perimeter fencing along the subdivisions outer perimeter, which shall require a building permit.
- H. *Method of recording:* After the City Council grants final plat approval and subject to the prepayment of recording fees, posting an acceptable irrevocable guarantee and the inclusion of the following signatures on the final plat, the applicant shall submit the final plat to the County Recorder for recording:
1. Certification and signature of the City Council verifying that the subdivision has been approved;
  2. Certification and signature of the City clerk, if required, and the City engineer verifying that the subdivision meets the city requirements and has been approved by the City Council; and
  3. Certification of the sanitation restrictions on the face of the plat pursuant to Idaho Code §50-1326.

**Ordinance Section 3. Severability.** If some provision of the law or certain application of these provisions are found to be unconstitutional. The remaining provisions, or the remaining applications of these provisions, will, nonetheless continue in force as law.

**Ordinance Section 4. Full Force and Effect.** This Ordinance shall be in full force and effective from and after its passage, approval and publication as required by law.

DATED this 7th day of June, 2016.

ATTEST:

CITY OF KUNA, Ada County, Idaho

---

Joe L. Stear, Mayor

---

Chris Engels, City Clerk

**ORDINANCE 2016-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING KCC 5-1-6-2 “COMMENCEMENT OF CONSTRUCTION” TO INCLUDE THE PREPAYMENT OF PREPAID SEWER HOOK UPS OR LID EDU’S; AMENDING KCC 6-2-3 ENTITLED “PRELIMINARY PLAT” TO CLARIFY CERTAIN SECTIONS REGARDING THE APPROVAL PERIOD FOR A PRELIMINARY PLAT, REMOVING LANGUAGE REGARDING CONSTRUCTION PHASING AND THE REQUIREMENT THAT THE DEVELOPER PROVIDE A TIME SCHEDULE WITH START AND COMPLETION DATES, ADDING LANGUAGE TO REQUIRE SIXTY (60) DAYS NOTICE PRIOR TO A PLAT EXPIRING, ADDING LANGUAGE THAT A DEVELOPER MAY RECEIVE A PRELIMINARY PLAT REINSTATEMENT IF THERE HAS BEEN COMMENCEMENT OF CONSTRUCTION, SETTING FORTH CONDITIONS FOR MAKING APPLICATION FOR A PRELIMINARY PLAT EXTENSION APPLICATION INCLUDING PAYMENT OF PAST DUE FEES, REQUIRING PRELIMINARY PLATS THAT HAVE BEEN EXTENDED WHERE THE DEVELOPER ALSO REQUEST A CHANGE IN PHASING TO RECEIVE CITY COUNCIL APPROVAL IF THE PHASING HAS A REQUIREMENT SUCH AS A SWIMMING POOL OR OTHER AMENITY; AMENDING KCC 6-2-4 ENTITLED “FINAL PLAT” TO MAKE CERTAIN CHANGES TO CLARIFY THE APPROVAL PROCESS, ADDING A REQUIREMENT THAT ALL EASEMENTS BE SHOWN ON ALL LOT LINES, AND ADDING TO THE PLAT NOTES THAT HOA COMMON LOTS IRRIGATION ASSESSMENTS ARE FRACTIONALLY ASSESSED TO THE INDIVIDUAL IMPROVED LOTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, this text amendment is in agreement with the spirit and intent of Kuna’s Comprehensive Land Use Plan (Plan); and

WHEREAS, it is deemed to be in the best interest of the city of Kuna to amend certain sections of Chapter 1, Title 5, and certain sections of Chapter 2 of Title 6; and

WHEREAS, this zoning amendment is pursued in accordance with KCC 5-13, “ZONING AMENDMENTS”.

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

**Ordinance Section 1. Title 5, Chapter -1, Section -6, Part -2: MEANINGS OF TERMS OR WORDS is amended to add the following term to the list of definitions:**

COMMENCEMENT OF CONSTRUCTION: The construction of the first permanent structure on a site as approved or offsite improvements intended to primarily benefit said site. Onsite improvements include such things as: the pouring of slab or footings, the installation of pilings, the construction of columns or any other work beyond excavation. Offsite improvements include such things as: installing major infrastructure improvements, payment of prepaid sewer hook up or LID EDUs, sewer lines, water lines, pressurized irrigation lines, well stations, lift stations, pump stations, roads, and other utilities intended to serve the site. Permanent construction does not include land preparation, such as clearing, grading, and filling or excavation for a basement, footings, piers, or foundations or the erection of temporary forms.

**Ordinance Section 2. Title 6, Chapter 2, Section 3** entitled, "PRELIMINARY PLAT" is amended as follows:

CHAPTER 2  
SUBDIVISION APPROVAL PROCEDURE

6-2-3: PRELIMINARY PLAT

*Note: Sub-divider and developer are intended to be interchangeable terms.*

J. Approval period, phased development, time extension, ~~phased development~~ and expiration:

1. A preliminary plat approval shall be valid for two (2) years from the date of approval of the findings of facts and conclusions of law by City Council, unless extended as provided for herein.

~~Failure of the subdivider to obtain a final plat acceptance letter within two (2) years after city council action to approve the preliminary plat's findings of fact shall cause it to become invalid. Unless, a preliminary time extension has been filed with the planning department, along with the refiling fees, prior to the two year approval time period sunseting.~~

2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes construction phases, the subdivider shall provide the council, at time of preliminary plat approval, a time schedule that shows the start and completion date for each of the preliminary plat's successive phases. The schedule shall identify that each successive phase is to be completed within one (1) year of the preceding phase's recording date. The order of the phases shall not change without the city's expressed consent.

3. A subdivider shall, sixty (60) days prior to the expiration of the two (2) year approval period or any extension thereof, notify the Planning and Zoning Department that they are requesting an extension of the preliminary plat approval by filing an Application for Preliminary Plat Time Extension as provided for in Section 5, or the City's approvals for the preliminary plat shall automatically expire.

4. ~~subdivider~~—A preliminary plat approval that has expired shall not be granted a renewal or extension, except as provided for in *Section 6*.

5. Application for ~~p~~Preliminary ~~p~~Plat Time Extension.

a. Subdivider shall file an application with the Planning and Zoning Department on the form provided by the Planning and Zoning Department and pay the applicable fee.

b. Subdivider shall pay any balance due on the original preliminary plat application, including City engineering fees, inspection fees, irrigation fees, or other required fees or past due balances owed to the City that are due from a predecessor in interest to the development.

c. As required by the application, resubmit an updated preliminary plat with any modifications.

d. The resubmitted plat shall be subject to all rules or regulations that have been adopted since the preliminary plat was initially approved.

e. ~~subdivider~~If a City Ordinance or regulation has been adopted since the original preliminary plat was approved and that Ordinance or regulatory change would require significant alteration to improvements previously installed and approved, as determined by the City Engineer, the City Engineer may recommend to the City Council that the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety.

f. As required by the application, provide a basis for the extension request. The Planning and Zoning Director shall determine if there is a good cause ~~basis~~ for the granting of the extension, which decision shall be appealable to the City Council.

g. The application may also require any additional information that the Planning and Zoning Department deems necessary.

h. The Planning and Zoning Director may require ~~any~~ additional conditions of approval for the extension, including changes or amendments to the Kuna City Code or other requirements of any ~~other~~ regulatory body.

i. The application, when deemed complete by the Planning and Zoning Director, shall be set before the City Council for formal action to approve or deny the request for time extension.

6. The City Council is under no obligation to grant a time extension. ~~subdivider~~In approving or denying the request for time extension, the City Council may add ~~any~~ additional conditions to its approval of the request for time extension.

7. If a Preliminary Plat extension also includes phasing, the granting of the extension shall also reset the time schedule for all remaining phases. However, if the proposal is to

modify or change the order of the phasing that contains any phasing requirement, such as a swimming pool or other amenities, the change may only be approved by the City Council.

8. A preliminary plat time extension shall be valid for two (2) years from the date of approval of the findings of fact and conclusions of law of the extension by City Council.

9. If a preliminary plat approval has expired and the subdivider has Commenced Construction, as defined in KCC 5-1-6-2, the preliminary plat approval may be reinstated by a decision the Planning and Zoning Director considering the following:

a. Subdivider shall file an application with the Planning and Zoning Department on the form provided by the Planning and Zoning Department and pay the applicable fee.

b. Subdivider shall pay any balance due on the original preliminary plat application, including City engineering fees, inspection fees, irrigation fees, or other required fees or past due balances owed to the City that are due from a predecessor in interest to the development.

c. As required by the application, resubmit an updated preliminary plat with any modifications.

d. The resubmitted plat shall be subject to all rules or regulations that have been adopted since the preliminary plat was initially approved.

e. If a City Ordinance or regulation has been adopted since the original preliminary plat was approved and that Ordinance or regulatory change would require significant alteration, as determined by the City Engineer, to improvements previously installed and approved, the City Engineer may recommend to the City Council that the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety.

f. As required by the application, provide a basis for the extension request. The Planning and Zoning Director shall determine if there is a good cause/basis for the granting of the extension, which decision shall be appealable to the City Council.

g. The application may also require any additional information that the Planning and Zoning Department deems necessary.

h. The Planning and Zoning Director may require additional conditions of approval for the extension, including changes or amendments to the Kuna City Code or other requirements of any other regulatory body.

~~A preliminary plat time extension is heard by the city council. The subdivider shall provide the city council sufficient reason(s) for continuing the preliminary plat application as a basis for the granting of a time extension. The city council reserves the right to add additional conditions of approval to the preliminary plat as part of a time~~

~~extension. The city council is under no obligation to grant a time extension. A preliminary plat time extension shall be good for one (1) year from the time the city council approves it based on the initial two year time period established at the signing of the findings of fact.~~

~~2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes construction phases, the subdivider shall provide the council, at time of preliminary plat approval, a time schedule that shows the start and completion date for each of the preliminary plat's successive phases. The schedule shall identify that each successive phase is to be completed within one (1) year of the preceding phase. The order of the phases shall not change without the city's expressed consent.~~

~~In the event a preliminary plat phase cannot be completed within the scheduled time, the subdivider shall apply for a time extension on the subject phase prior to its scheduled completion date. A preliminary plat phase time extension is heard by the city council. The subdivider shall provide the city council sufficient reason(s) for continuing the preliminary plat application as a basis for the granting of a plat phase time extension. The city council is under no obligation to grant a time extension. The city council reserves the right to add additional conditions of approval to the preliminary plat phase as part of a time extension. A preliminary plat phase time extension shall be good for one (1) year from the time the city council approves it based on the initial one year time period established at the signing of the findings of fact.~~

~~In the event the city council approves a phase time extension, it shall also amend the time schedule for all remaining phases, thereby resetting the starting and completion date of all remaining phases in accordance with the initial one year time period established at the signing of the findings of fact. The maximum number of time extensions that may be granted by the city council is two (2). If preliminary plat phases are constructed according to the phasing schedule, or as it may be amended by the city council, they may be considered for final approval without resubmission for preliminary plat approval.~~

~~3. An approved preliminary plat remains approved as long as the time lines as noted in subsections J.1. and J.2. of this section are met. In the event a preliminary plat expires and the subdivider determines to reactivate it, they shall pay the current preliminary plat fees and furnish staff an updated preliminary plat. The resubmitted plat shall be subject to all rules or regulations that have been instituted since the preliminary plat was initially approved. The subdivider shall receive credit for any previous preliminary plat development work completed and approved. If a city rule or regulation has been instituted since the preliminary plat was initially approved and that regulatory change would require significant alteration to improvements previously installed and approved, the city engineer may recommend to the city council the regulatory provision be set aside. The city council has the discretion to set them aside, provided they do not affect public health or safety.~~

~~In the event an approved final plat expires, application would need to be made for a new preliminary plat in accordance with the provisions noted above.~~

Ordinance Section ~~32~~. Title 6 Chapter 2 Section 4 entitled, "FINAL PLAT" is amended to read:

6-2-4: FINAL PLAT

The City engineer shall not sign the final plat ~~My~~ if any City Code violations exist on the subject property at the time of requested signature.

The following procedures shall apply to the filing for final plat approval of any city of Kuna subdivision:

A. *Application:* After the approval or conditional approval of the preliminary plat by the City Council, the subdivider may cause the subdivision, or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. The subdivider shall submit to the planning staff the following:

1. Final plat application along with a title report that is less than six (6) months old, warranty deed or other acceptable evidence demonstrating the subdivider's ownership or legal interest in the land included in the final plat.
2. Payment of fees equivalent to the amount of material and labors expended by City staff for plat review. Fees shall be paid for all costs associated with the review of the preliminary plat, final plat and construction drawings. The subdivider will be notified of the amount owed and the basis for the fees charged. All plat related fees shall be paid prior to city approval.
3. Three (3) paper copies and a digital copy in a PDF format of the final plat and signature page.
4. Three (3) paper copies and a digital copy in a PDF format of the final engineering construction drawings for streets, water, sewer, sidewalk, pressure irrigation and other public improvements.
5. Other items as specified, and required by the City during the ~~planning~~ application process.

B. *Content of final plat:* The final plat shall be in compliance with all items required in Idaho Code Title. 50, Chapter 13; the final plat shall include the following:

1. Final plat check-off list with all items completed. If the landscaping has not been completed, a financial guarantee ~~may~~ shall be provided pursuant to KCC 6-4-3;
2. Proof of current ownership of the real property and written consent of the final plat owners of record;

3. All easements shall be shown on all lot lines for ~~all~~ lots in the subdivision;

4. All subdivisions that contain a Home-owners' Association shall have the following language: "The Home-owners' Association (HOA), its ownership and maintenance commitments can not be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to a fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment";

43. Other information the Planning and Zoning Director, City Engineer or City Attorney Council deem necessary to establish ownership and signing authority;

54. A statement and other supporting evidence demonstrating the final plat conform to the approved preliminary plat;

65. A statement of compliance with provisions of this title;

76. A statement the final plat meets established engineering practices and local standards.

C. *Planning staff review:*

1. The Planning and Zoning Director shall certify and date stamp the application for purpose of establishing its completeness relative to all noted final plat requirements.

2. The Planning and Zoning Director shall review the final plat for compliance with the approved or conditionally approved preliminary plat. If the Planning and Zoning Director or assigned person determines there are substantial differences between the preliminary and final plat, the subdivider may be required to submit the final plat to the City Council as it was portrayed at time of the preliminary plat process.

3. After the Planning and Zoning Director's determination that the final plat is in compliance with the preliminary plat and all conditional requirements have been met, the Planning and Zoning Director or assigned person shall place the final plat on the Council agenda within forty-five (45) days from its receipt and acceptance. Acknowledgement of final plat acceptance shall be conveyed by way of written confirmation.

D. *Agency review:* The Planning and Zoning Director or assigned person shall transmit final plat documents to other reviewing City staff and agencies for evaluation and comment. The reviewer shall evaluate the final plat improvements for consistency with construction standards, health protocols, cost estimates and legal requirements. The subdivider shall not rely upon a surety for performance bonding purpose.

E. *Council action:* At the public meeting scheduled for the final plat review the City Council shall consider comments from concerned persons and agencies. The City

Council shall approve, approve conditionally, disapprove the final plat or table it for purposes of acquiring and reviewing additional information and then approve, approve conditionally or disapprove the final plat after review of this supplementary information within thirty (30) days of the date of the regular meeting at which the plat is first considered. A copy of the approved plat shall be filed with the Planning and Zoning planning ~~d~~Department. Upon granting or denying the final plat, the City Council shall specify:

1. The ordinance and standards relied upon to evaluate the application;
2. The reasons for approval or denial; and
3. The action(s), if any, the applicant could take to obtain a permit.

F. *Approval period:*

1. The final subdivision plat shall be filed with the County Recorder within two (2) years after the City Council's signing of the findings of fact; otherwise, the plat approval shall become null and void unless prior to the two (2)-year expiration date the subdivider applies for a time extension. A final plat time extension is heard by the City Council. The subdivider shall provide the City Council sufficient reason(s) for continuing the final plat application as a basis for the granting of a time extension. The City Council is under no obligation to approve a final plat time extension. The City Council reserves the right to add additional conditions of approval to the final plat as part of a time extension.
2. In the event the City Council does not approve a time extension request, the plat shall become null and void. If the plat becomes null and void ~~invalid~~ the subdivider shall resubmit the plat for preliminary plat approval. The subdivider will receive credit for improvements previously installed and approved. The subdivider shall pay the current preliminary plat application fees and furnish staff an updated preliminary plat.
3. The resubmitted plat shall be subject to rules or regulations in place at time of reapplication. If a City rule or regulation has been instituted since the preliminary plat was initially approved and that regulatory change would require significant alteration to improvements previously installed and approved, the City Engineer may recommend to the City Council the regulatory provision be set aside. The Ceity Ceouncil has the discretion to set them aside, provided they do not affect public health or safety. Time extensions are valid for one (1) year from the City Council's approval based on the initial one-year time period established at the signing of the preliminary findings of fact.

G. *Prior to requesting the city engineer's signature on the final plat Mylar:*

Either:

- a. All required improvements, infrastructure, public utilities, public improvements, etcetera have been installed and conditions of approval have been met and inspected and approved by the City; including all record drawing requirements, submittal of engineer or record inspection logs, submittal of the engineer of record certification and receipt of the dedication request, and memorandum from the City engineer has been issued stating as much;

Or:

- b. The City engineer has approved the amount of the financial guarantee as outlined in section 6-4-3 of this Chapter for required improvements and conditions of approval that have yet to be completed. The City engineer shall not sign, nor release the final plat for recording until the City has received the financial guarantee in compliance with the provisions of this Chapter and the City Council has approved the final plat.

Additionally:

The following items shall be completed by the subdivider, and inspected and approved by the City engineer and/or their designee and other approving agencies, prior to the subdivider submitting for final plat approval; said items are not eligible for financial guarantees as provided for in KCC 6-4-3. The City engineer's approval shall be in the form of a memorandum confirming completion of the following:

1. Construction of the domestic water system, including successful pressure and bacteria tests followed by city of Kuna inspections and approvals;
2. Installation of fire hydrants according to the current International Fire Code standards and supporting fire flows according to standards established by the Kuna Fire District;
3. Construction of the sanitary sewer system, including successful pressure test, television camera inspection, evidence of acceptable pipe sloping, completion of all work within the base of the manholes followed by city of Kuna inspections and approvals.
4. Construction of an all around weather road system subject to the Kuna Fire Chief and Ada County Highway District (ACHD) inspections and approvals.
5. Installation of street signs followed by City engineer, Kuna Fire District and ACHD inspections and approvals.
6. The subdivider shall dedicate all sanitary sewer and domestic water facilities and provide all applicable documentation as required by the city engineer.

7. Construction of that portion of the pressure irrigation system that will be dedicated to the City by the subdivider. Said system shall be tested by the subdivider, and inspected and approved by the City's engineering staff. Under the discretion of the City engineer, the construction of said system, or a portion thereof, may be deferred to a date certain, but in no event, not later than the issuance of the first building permit. Any deferral shall be agreed to by the subdivider and the City, and recorded against the property. Upon completion of the deferred pressurized irrigation system or portion thereof, it shall be inspected and approved by the City engineering staff before the building permit is issued. Under circumstances where seasonal restrictions prevent the total completion of the irrigation system, the City engineer may allow, at his/her sole discretion, those portions of the system under the purview of seasonal restriction to be deferred. Any portion of the irrigation system that is deferred shall be included in the financial guarantee. The City must receive documentation requesting that the system be annexed into the Kuna Municipal Irrigation District if annexation is applicable. All applicable fees must be submitted with the annexation request.
  8. Dedicate water rights to the City in sufficient quantities to offset the subdivisions potential water demands as determined by the city engineer.
  9. Provide permanent approved perimeter fencing along the subdivisions outer perimeter, which shall require a building permit.
- H. *Method of recording:* After the City Council grants final plat approval and subject to the prepayment of recording fees, posting an acceptable irrevocable guarantee and the inclusion of the following signatures on the final plat, the applicant shall submit the final plat to the County Recorder for recording:
1. Certification and signature of the City Council verifying that the subdivision has been approved;
  2. Certification and signature of the City clerk, if required, and the City engineer verifying that the subdivision meets the city requirements and has been approved by the City Council; and
  3. Certification of the sanitation restrictions on the face of the plat pursuant to Idaho Code §50-1326.

**Ordinance Section 3. Severability.** If some provision of the law or certain application of these provisions are found to be unconstitutional. The remaining provisions, or the remaining applications of these provisions, will, nonetheless continue in force as law.

**Ordinance Section 4. Full Force and Effect.** This Ordinance shall be in full force and effective from and after its passage, approval and publication as required by law.

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

Telephone (208) 922-5546

Email: [CEngels@kunaID.gov](mailto:CEngels@kunaID.gov)

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## MEMORANDUM

TO: Mayor Stear and Council

FROM: Chris Engels, City Clerk

RE: Public Hearing and Consideration to approve R16-2016 to amend the rental fees for the Senior Center

DATE: June 3, 2016

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Mayor and Council,

In following up with a previous committee meeting, Council discussion and a cost analysis of the Senior Center, there is a recommendation to amend the rental fees for the Senior Center for users.

The proposal is to maintain the cost of \$50.00 for the first hour and increase additional hours to \$25.00 per hour.

**RESOLUTION NO. R16-2016  
CITY OF KUNA, IDAHO**

**CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R26-2015 TO AMEND THE RENTAL FEES FOR THE SENIOR CENTER ON THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Kuna City Code Title 7, Chapter 3, Paragraph 4, provides the City Council with the authority to establish user fees for the rental of its city parks and city public property.

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

Section 1: The Kuna City Council hereby amends the rental fees for the Senior Center, and adopts the fees to be charged and collected by the City of Kuna for Rental of City parks and City Public Property, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2: This resolution shall take effect and be in force from and after its passage, approval and publication.

**PASSED BY THE COUNCIL** of Kuna this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED BY THE MAYOR** of Kuna this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST: \_\_\_\_\_  
Chris Engels, City Clerk

**EXHIBIT A TO RESOLUTION R16-2016  
CITY OF KUNA  
Fees for Rental of City Parks, Public Property and After Hours Permits  
EFFECTIVE June 7, 2016**

<u>Facility</u>	<u>Fee</u>
Rental fee for the Bernie Fisher Band shell or Gazebo	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people \$100.00 over 100 people
Rental for extra Picnic tables at all parks other than Bernie Fisher Park	\$25.00 up to 10 tables  \$50.00 over 10 tables
Senior Center Additional hour or fraction thereafter	\$50.00 first hour <del>\$10.00</del> \$25.00 each additional hour
After Hours Park Permit	\$10.00 up to 15 people \$25.00 up to 35 people \$50.00 up to 100 people \$100.00 over 100 people
Electricity at Bernie Fisher Park or Greenbelt	\$10.00 per rental day
Disc Golf Course:	
Exclusive use of the disc golf course	\$200.00 per event or tournament
Non-exclusive use of the disc golf course	\$50.00 per event or tournament
Non-exclusive use for league play	\$20.00 per day
Volley Ball Court:	
Exclusive use	\$10.00 per hour
Horseshoe Pit:	
Exclusive use	\$10.00 per hour
Covered tables at parks, other than Bernie Fisher Exclusive use	\$5.00 per hour
Facility Cleaning Fee (if facility is not cleaned after use)	\$75.00 per hour

**City of Kuna**

763 W Avalon

Kuna Idaho 83634

(208) 577-8794

[Kunacity.id.gov](http://Kunacity.id.gov)

Pat Jones, Kuna City Council President

PJones@kunaID.gov

## Memorandum

**TO: All Council Members****FROM: Pat Jones****RE: Temporary Vendors and Special Events**

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Recently I have gotten a lot of concerns and inquiries regarding the sections of Chapter 8 & 9 of Title 3 (business regulations) of our city code. I have asked for a copy of those two sections to be attached so you may review them. I am seeking to clear up those concerns.

## CHAPTER 8 - SPECIAL EVENTS

### SECTION:

#### 3-8-1: - DEFINITIONS:

*APPLICANT:* Person or legal entity making application to the City of Kuna for a special event permit to plan and operate a special event within the City of Kuna. As used herein, applicant also includes the terms promoter or sponsor and said terms may be used interchangeably.

*CITY PROPERTY:* All property including the greenbelt that is owned, operated, leased or maintained by the City of Kuna.

*EXTRAORDINARY RESOURCES:* Any government, public health and safety personnel, equipment or other resources which would not, in the absence of the special event, be required or expended.

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

*PERMITTEE:* Person or legal entity having received a city special event permit, that is in full force and effect, and issued hereunder, to plan and operate a special event within the City of Kuna.

*PROJECTED ATTENDEES AND PARTICIPANTS:* The estimated number of persons who will attend or participate, are reasonably likely to attend or participate, or are expected to attend or participate in a special event. The number estimate should consider the type and format of the special event, the size and location of the event, any prior events which were similar, including the special event history itself if it is an annual event or part of a series of gatherings or events, and the entertainment, if any, planned.

*SPECIAL EVENT:* A preplanned single gathering, event or series of related consecutive daily gatherings or events, expected to draw members of the general public at any of these gatherings or events as participants or spectators which is to be held on public or private property, that is of an entertainment, cultural, recreational, educational, or sporting nature, or of any other nature. Examples of special events include, by way of illustration and without limitation, these types of events if conducted, on private or public property, in parks, on city property, or upon the sidewalks and streets of the City of Kuna: concerts, dances, assemblages, parades, circuses, fairs, festivals, retail sales, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, sports tournaments), other organized activity conducted for a common or collective use. A special event does not include a gathering or event that is private and not open to the general public.

(Ord. No. 2013-03, § 1, 2-19-2013)

#### 3-8-2: - SPECIAL EVENT PERMIT REQUIRED:

A. No person or entity shall stage, promote, or conduct any special event within the city, under the terms of the chapter, without first obtaining a special event permit from the city clerk or the city clerk's designee. The requirements for permitting under this chapter shall not apply to:

1.

First Amendment events, where the expressive or associative activity being exercised is protected by the Idaho Constitution and the First and Fourteenth Amendments to the United States Constitution;

2. Funeral processions;
  3. Spontaneous events for the purpose of expressive activity that occur in response to breaking or emerging news;
  4. Lawful picketing on sidewalks;
  5. School sponsored events for the benefit of the school on school property; and
  6. Church sponsored events for the benefit of the church on church property.
- B. In determining whether an event is exempt, no consideration shall be given to the content of any constitutionally-protected expression connected with the planned activity. No permit shall be required under this chapter, nor any condition imposed on any permit, if requiring a permit or imposing the condition would violate rights protected by the Constitution of the United States or by the Constitution of the State of Idaho.
- C. No fee, extraordinary resource cost, or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendments to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. First Amendment events include those for the exercise of the right to speech, press, assembly and the right to petition, but does not include commercial advertising. Factors that may be considered in evaluating whether or not an event or an activity is constitutionally protected and therefore exempt include the nature of the event, the extent of commercial activity, the extent of any advertising or promotion of goods or services, the sales of food, goods, and services, any other business participation in the event, the use or application of any funds raised, and, if part of any annual tradition or series, previous events in the sequence.

(Ord. No. 2013-03, § 1, 2-19-2013)

### 3-8-3: - PERMIT APPLICATION; FEES; INSURANCE AND INDEMNIFICATION:

- A. All persons holding a special event shall first obtain a special event application from the city clerk.
- B. The completed special event permit application shall be submitted to the city clerk.
  1. The application for special event permit shall be submitted no later than thirty (30) days and no earlier than one (1) year prior to the date of commencement of the special event. Upon good cause shown, a late application may be submitted no less than twenty (20) days prior to the event.
- C. The application for a special event permit shall contain the required information as determined by the city clerk.
  1. The information shall include:
    - a) The name of the person or entity submitting the application;
    - b) Event dates;
    - c) Event times;
    - d) Contact information;
    - e) Number of attendees;
    - f)

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

- g) A list of the vendors who will be operating at the special event.
- D. The permit application fees shall be set by resolution of the Kuna City Council and published on the Kuna City Clerk fee schedule.
- E. Upon submission of the completed application for the special event permit, the city clerk shall review the application for completeness. If any additional information is needed, the city clerk shall advise the applicant of the additional information that is required.
- F. When the application is deemed complete, the applicant and the city clerk shall schedule a pre-permit issuance hearing if needed to review the information contained in the application. The city clerk, the city attorney, the Kuna Police Department, and any other party that the city deems necessary, shall be responsible for reviewing the application.
- 1. At the pre-permit issuance meeting, the parties shall determine what requirements or conditions are necessary before the special event permit will be issued; the requirements to be considered, include:
    - a) A safety plan, as recommended by the Kuna City Police which may include:
      - i) A transportation plan that will establish and define measures and means by which the applicant intends to accommodate the movement of people to, from, and around the event.
      - ii) Event security plan that provides for emergency and contingency plans to ensure that the event is conducted in a safe and secure manner.
    - b) Emergency personnel needed.
    - c) Any sanitary facilities, such as porta-potties and trash removal that may be required.
    - d) Any other condition or conditions, as recommended by the city or other governmental agency.
    - e) The amount of the special event fee to be charged.
    - f) Any damage deposits that may be required after reviewing the event plan.
- G. In addition to the application, separate licenses and/or permits and/or permissions may be required for the following;
- 1. Sale and/or consumption of alcoholic beverages on public or private property, as required by Idaho law, or the applicable laws, policies, and procedures of Kuna City Code. (Applications for events which provide for the sale and/or consumption of alcohol or alcoholic beverages may require a transportation plan to be submitted with the application).
  - 2. Road closures, as required by Idaho law, or the applicable laws, policies, and procedures of the Ada County Highway District, Idaho Transportation Department and/or Kuna City Code.
  - 3. Any use permits that may be required.
  - 4. Firework permits.
- H. If required, applicants shall provide a copy of the comprehensive general liability insurance policy in the amount of five hundred thousand dollars (\$500,000.00) with the City of Kuna or Ada County Highway District (or both, depending upon the location of the special event) named as a certificate

holder, and written by a company authorized to write insurance policies within the State of Idaho, and filed with the Kuna City Clerk's office. Applicants must also execute indemnification and hold harmless provisions contained within the application.

(Ord. No. 2013-03, § 1, 2-19-2013)

3-8-4: - ISSUANCE OF PERMIT; EXTRAORDINARY RESOURCES; CONDITIONS OF APPROVAL; GROUNDS FOR DENIAL:

- A. At the conclusion of the pre-permit review meeting, the city clerk shall provide a written notice to the applicant for any items that may be required before the permit will be issued. Upon receipt of the items as specified in the list, the city clerk shall either approve a permit with standard or special conditions, or a combination of each, or deny a permit. For timely applications, the applicant shall have ten (10) days to provide all the additional requested information.
- B. Special event applicants, promoters and sponsors whose special events require the use of extraordinary city resources as a result of their anticipated attendance or heightened security concerns shall be required to pay for those extraordinary resources, as determined by the city or affected agency. Full cost recovery for extraordinary resources shall be required no later than sixty (60) days following the conclusion of the special event. Any extraordinary resources for which there are additional costs shall be solely dedicated to the special event.
- C. Special event application may be denied or revoked if the city clerk determines:
  1. The applicant has made any false, material representation in the application;
  2. The applicant fails to provide any of the items or information required by this chapter;
  3. The applicant failed to execute repayment contracts for extraordinary resources solely dedicated to the event as specified in subsection 3-8-4-B of this chapter;
  4. The event coordinator, applicant, promoter, or sponsor failed to pay costs associated with extraordinary resources or damage to city property for a previously-permitted event.
  5. The applicant fails to gain required licenses, permits, conditions, or permissions from the police department, fire department, central district health department, Ada County Highway District, city planning and zoning and/or city clerk's office.
  6. The special event will substantially interfere or conflict with any other special event for which a permit has already been granted or activity already scheduled for a park or with the provision of public safety or other city services in support of such other previously scheduled event;
- D. The city clerk may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic as recommended by city staff or external agencies.
- E. The following conditions apply to all special events permits:
  1. The time, place and manner of the event proposed on the application may not be altered or modified;
  2. The area of the event or the facility must be returned immediately to its original pre-event condition, reasonable wear and tear excluded, including:
    - i) Removal and appropriate disposal of trash and/or recyclables generated by event activities and by the event's spectators and attendees in coordination with the city's designated trash service company;
    - ii)

Removal of vehicles, equipment, portable toilets, and other support equipment which are used for the event; and

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

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

F. If a special event permit is denied, the applicant has the right to appeal to the Kuna City Council pursuant to KCC 1-15-1.

(Ord. No. 2013-03, § 1, 2-19-2013)

#### 3-8-5: - REVOCATION OR SUSPENSION OF PERMIT:

The city clerk may summarily suspend or revoke a permit issued under this chapter for violation of any provision of this chapter; for violation by the applicant of any federal, state or local laws or ordinances during the special event; for a violation of the conditions of the permit; or for making any material false representation in an application for a permit or for an exemption certificate. In the event of a suspension or revocation, the appeal provisions shall apply, commencing upon the date of the suspension or revocation notice. If a permit is revoked or suspended, the applicant has the right to appeal to the Kuna City Council pursuant to KCC 1-15-1.

(Ord. No. 2013-03, § 1, 2-19-2013)

#### 3-8-6: - PROHIBITIONS AND PENALTIES:

A. It shall be unlawful for any person to:

1. Conduct, present, stage or promote a special event without a permit.
2. Violate any provision of this chapter.
3. Serve or cause to be served alcohol in violation of Idaho Code or Kuna City Code.
4. Violate any condition of a special events permit. A permittee may, by virtue of a lawful special event permit, utilize or allow performers to utilize sound amplification equipment that would otherwise violate City Code and/or state law.
5. Conduct an event that violates the approved use or is outside the permitted or licensed use of a premise, facility or location.

(Ord. No. 2013-03, § 1, 2-19-2013)

#### 3-8-7: - ATTENDANCE AND PARTICIPANT GOOD FAITH ESTIMATE:

The attendance shall be a good faith estimate provided by the applicant, promoter, or sponsor which shall accompany the special event application. The applicant shall provide a short written statement explaining the basis upon which the estimate is made. The statement shall include all the relevant factors known at the time, including, without limitation, past attendance at similar functions having the same and similar performers, both in Kuna and comparable communities, the price of admission and the extent of advertising and promotion contemplated.

(Ord. No. 2013-03, § 1, 2-19-2013)

#### 3-8-8: - SPECIAL EVENT PERMIT GENERAL RESTRICTIONS:

A. Vendors must 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 vending unit shall be cleaned and collected by the vendor and deposited in the vendor's trash receptacle.

- B. The vendor is prohibited from depositing its waste, ice, and any grey or wastewater into sidewalk 7 of 12 waste receptacles, privately owned dumpster, city planters, gutters or the street drainage system.
- C. All 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.
- (Ord. No. 2013-03, § 1, 2-19-2013)

3-8-9: - REVOCATION OF LICENSE; NOTICE OF HEARING:

Any violation of the provisions of this chapter or a violation of any local, state or federal law committed and connected to the use of the license shall be grounds for the city clerk to revoke the permit. If a permit is revoked, the applicant has the right to appeal to the Kuna City Council pursuant to KCC 1-15-1.

(Ord. No. 2013-03, § 1, 2-19-2013)

3-8-10: - UNLAWFUL CONDUCT:

- A. No temporary permit holder hereunder shall:
1. Fail to comply with any of the requirements and restrictions set forth in this chapter.
  2. Misrepresent the purpose of, or affiliation of those engaged in the vending or make any false statement on the application;

(Ord. No. 2013-03, § 1, 2-19-2013)

3-8-11: - APPEAL FROM DENIAL OR REVOCATION OF A LICENSE:

Any person aggrieved by any action of the city clerk according to this chapter shall have a right to appeal pursuant to KCC 1-15-1.

(Ord. No. 2013-03, § 1, 2-19-2013)

3-8-12: - CRIMINAL CODE VIOLATIONS AND PENALTY:

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

(Ord. No. 2013-03, § 1, 2-19-2013)

3-8-13: - SEVERANCE 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.

(Ord. No. 2013-03, § 1, 2-19-2013)

CHAPTER 9 - TEMPORARY MOBILE VENDOR'S PERMIT<sup>[3]</sup>

## SECTION:

*Footnotes:*

--- (3) ---

**Editor's note**—Ord. No. 2014-10A, § 1, adopted Jan. 6, 2015, amended ch. 9 in its entirety to read as herein set out. Former ch. 9, §§ 3-9-1—3-9-15 was entitled "Mobile Vendors", and derived from Ord. No. 2013-04, adopted Jan. 15, 2013. Ord. No. 2014-10A recodified Ord. No. 2014-10, adopted Oct. 7, 2014, inasmuch relocating and amending former ch. 3-3A, §§ 3-3A-1—3-3A-15, in its entirety as set out herein this chapter.

## 3-9-1: - DEFINITIONS:

**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.

**SPECIAL EVENT:** An event that has received a special event permit from the City of Kuna as provided for in Kuna City Code title 3, chapter 8.

**TEMPORARY:** A term of not less than thirty (30) days or more than ninety (90) days, as determined by the vendor and the city clerk.

**VENDING:** The selling, displaying, or offering for sale any item of tangible personal property, food or other thing of value by a vendor from a mobile vending unit within the city limits from an approved location where the mobile vending unit is stationary and fixed for the purpose of vending.

**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.

(Ord. No. 2014-10A, § 1, 1-6-2015)

## 3-9-2: - LICENSES REQUIRED:

- A. All vendors operating within the city limits are required to obtain a vendor's permit from the city clerk's office prior to conducting any business or employing another to conduct business in compliance with the provisions of this chapter.
- B. 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.
- C. Any mobile vending unit that is moved from one (1) location to one (1) or more locations within a twenty-four (24) hour period where the vendor continues to sell items, for example, an ice cream truck selling within subdivisions, shall be required to obtain a solicitor's license from the city.

(Ord. No. 2014-10A, § 1, 1-6-2015)

## 3-9-3: - LICENSE EXCEPTIONS:

- A. The provisions of this chapter shall not apply to:
  1. Persons engaged in the delivery of pre-purchased goods.
  2. Persons acting on behalf of organizations that are tax exempt under federal laws or regulations.

3. Persons acting on behalf of local, state or national civic organizations.
  4. Persons acting pursuant to a court order.
  5. Persons acting on behalf of organizations devoted to youth development, such as, but not limited to, Boy Scouts, Girl Scouts and schools.
  6. Persons acting on behalf of political, religious or other organizations seeking donations from members.
  7. Garage or yard sales, provided that there are no more than two (2) sales held annually from a given location.
  8. Farmers' markets.
  9. Lemonade stands or similar activities conducted by persons under the age of eighteen (18) years.
- (Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-4: - APPLICATION FOR LICENSE:

- A. Applicants for a license under this chapter must file with the city clerk an application furnished by the city clerk, which states:
1. Name of the applicant, and name of the business if any.
  2. Address.
  3. A brief description of the nature of the business and the food or goods to be sold.
  4. The proposed time and length of operation and the location where the mobile vending unit will be operating, together with a vehicle license plate number or other means of identification.
  5. 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.
  6. No license issued hereunder shall be transferable.
  7. 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 9 section 13 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.
  8. 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.
  9. 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.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-5: - LICENSE FEE:

The vendor nonrefundable license fee, based upon the term of the permit, shall be in an amount established by the Kuna City Council and listed on the most current city clerk license fee schedule, and it shall be paid in advance.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-6: - 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. *The license shall contain:*
1. Name.
  2. Address.
  3. Type of license.
  4. Type of goods to be sold thereunder.
  5. Fee paid.
  6. Issuance date.
  7. Expiration date.
- C. The license issued shall be exhibited in a conspicuous place upon the mobile vending unit.  
(Ord. No. 2014-10A, § 1, 1-6-2015)

3-9-7: - MOBILE VENDOR GENERAL RESTRICTIONS:

- A. No vendor shall have any exclusive right to any location on public property; each location shall be subject to first in time, first in right.
- B. Vendors shall be allowed to engage in their licensed business only between 8:00 a.m. and 3:00 a.m. All mobile vending units must be removed from public property during non-vending hours.
- C. Mobile vending units that are located on city public property may be required to move to another location as the city determines based upon the need to use the public property for another event.
- D. A mobile vending unit shall not be located:
1. Where clear pedestrian passage on the public sidewalk is less than five (5) feet wide; or
  2. Within a midblock crosswalk area; or
  3. Within a city-owned parking lot; or
  4. On the portion of a public sidewalk crossed by a public or private driveway or within ten (10) feet of either side of the driveway; or
  5. Within any street corner area;
  6. For purposes of this section:
    - a. *"Midblock crosswalk area"* means the sidewalk area which falls between the two (2) lines fifteen (15) 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 (2) 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 (15) feet from the outside line of a corner crosswalk or where there is no marked crosswalk, twenty-five (25) feet from the curb line on the mid-point of the intersecting streets.
  7. Within five (5) feet from a perpendicular line drawn to the curb from either side of a doorway; or
  8. In a manner in which the movement or visibility of vehicles using the street or other public right-of-way is obstructed.
- E. Mobile vending units shall not be locked or chained to a parking meter, tree, street light or other street furniture.
- F.

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.

- G. 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 wastewater into sidewalk waste receptacles, privately owned dumpster, city planters, gutters or the street drainage system.
- H. 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.
- I. Vendors shall be responsible for the cleaning and repair of their area that is soiled, stained, or damaged by the placement and operation of their mobile vending operations. Failure to pay for any cleaning or repair shall be grounds for revocation of their vendor's license and cause not to issue a license in the future.
- J. Vendors shall only sell items that may be lawfully sold. Vendors are prohibited from selling drug paraphernalia, as defined by Idaho Code, firearms, pornographic materials or livestock.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-8: - MOBILE VENDING UNIT STANDARDS:

- A. Mobile vending units must be designed and built meeting normal industry standards and 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 menu boards or sidewalk signs are prohibited.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-9: - PARKING RESTRICTIONS:

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

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-10: - DISPOSAL OF GREY WATER:

All wastewater "grey water" shall be disposed of at the dump station at the city park and all applicable fees shall be paid. No grey water shall be disposed of in any unapproved location such as the curb, gutter or anywhere else on public property.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-11: - SPECIAL EVENT VENDOR:

- A. Vendors operating during a special event where the organizers of the special event have received 2 of 12 special event permit from the city, are subject to the following additional restrictions:
1. All vendors conducting business within seven hundred fifty (750) feet from the perimeter of a special event shall either: 1) obtain a special event vendor's permit from the organizer of the special event; or 2) pay the city a fee of a factor of one and one-half (1.5) the special event vendor's permit fee.
  2. Special event vendors may operate during the special event hours as approved by the city in the special event - event plan.
  3. Special event vendors may keep their mobile vending units in the approved location for the duration of the approved special event.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-12: - EXPIRATION OF LICENSE:

All licenses issued under the provisions of this chapter shall expire on the date specified in the license.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-13: - UNLAWFUL CONDUCT:

A. No vendor hereunder shall:

1. Fail to comply with any of the requirements and restrictions set forth in this chapter.
2. Misrepresent the purpose of, or affiliation of those engaged in the vending or make any false statement on the application.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-14: - APPEAL FROM DENIAL OF LICENSE:

- A. Any person aggrieved by any action of the city clerk or city council taken pursuant to this chapter, shall have the right to appeal the action or decision to the city council within fourteen (14) days after the notice of the action has been mailed to the person(s), corporation(s) or organization(s) addressed as shown on the application.
- B. An appeal may be taken by filing a written statement setting forth the grounds for the appeal with the city clerk.
- C. A hearing shall be set no later than twenty (20) days from the date of receipt of the appellant's written statement, with the notice and time of the hearing to be provided in the same manner as provided herein.

(Ord. No. 2014-10A, § 1, 1-6-2015)

#### 3-9-15: - PENALTY:

Any person violating this chapter shall be guilty of an infraction punishable as provided in for in IC § 50-302(2) and chapter 4, title 1 of the Kuna City Code.

(Ord. No. 2014-10A, § 1, 1-6-2015)

**RESOLUTION NO R40-2016  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PARK USE AGREEMENT FOR BERNIE FISHER PARK WHERE THE FEE IS WAIVED IN CONSIDERATION OF THE NON-PROFIT ENTITY PERFORMING A COMMUNITY SERVICE AT A CITY PARK AND THE EVENT IS FREE AND OPEN TO THE GENERAL PUBLIC; AND AUTHORIZING THE CITY CLERK TO SIGN THE PARK USE AGREEMENT FORM.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho as follows:

1. The Park Use Agreement for the Bernie Fisher Park, in substantially the form, as attached hereto as Exhibit A, is approved; and
2. The City Clerk for the City of Kuna, Idaho is hereby authorized to sign the Park Use Agreement for Bernie Fisher Park where the user is a non-profit entity that has agreed to perform a community service at a City Park in lieu of the payment of the Park Use Fee and the event is free and open to the general public.

**PASSED BY THE COUNCIL** of Kuna, Idaho this \_\_\_\_ day of June 2016.

**APPROVED BY THE MAYOR** of Kuna, Idaho this \_\_\_\_ day of June 2016.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engel, City Clerk

**PARK USE AGREEMENT- BAND SHELL  
CITY OF KUNA, IDAHO  
BERNIE FISHER CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the city of Kuna, Idaho, (CITY), an Idaho municipal corporation and \_\_\_\_\_(USER), jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Bernie Fisher Park (PARK) and certain amenities, including the band shell, gazebo and picnic shelters located at Kuna, Idaho; and

WHEREAS, USER desires to reserve the PARK for exclusive use for an event that is free of charge and open to the general public; and

WHEREAS, CITY grants USER permission to use the PARK in exchange for certain contributions including maintenance, care, and improvements at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: USER agrees to use the PARK for on \_\_\_\_\_, , \_\_\_\_ 2016 from \_\_\_\_:\_\_\_\_ to \_\_\_\_: \_\_\_\_ .

2. RESPONSIBILITIES:

CITY Will:

2.1. Have the PARK reserved for USER’s exclusive use.

USER Will:

2.2. \_\_\_\_\_

3. USAGE FEE: In exchange for the contribution, paragraph 2.2, there will be no usage fee.

4. OTHER REQUIREMENTS: USER shall maintain oversight and control of the participants. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.

5. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.

6. INDEMNIFICATION: USER shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney’s fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of USER, any act or omission of anyone directly or indirectly

employed by USER, or any act or omission for which USER may be liable, whether or not it is caused in whole or in part by the party indemnified.

7. INSURANCE: USER shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
  - 7.1. Worker's Compensation – in compliance with the state and federal laws, if required.
  - 7.2. Comprehensive Premises Liability Policy- a minimum coverage of \$1,000,000.00 including the following coverage:
    - 7.2.1. Premises and operations; and
    - 7.2.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
    - 7.2.3. Personal injury (with employment and contractual exclusions deleted); and
    - 7.2.4. Broad Form Property Damages coverage.
  - 7.3. USER shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.
  - 7.4. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
  - 7.5. All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.
8. UTILITIES: CITY will provide general maintenance, including lawn mowing, fertilizing, seeding, irrigation, and irrigation system maintenance.
9. RUBBISH: USER shall be responsible for garbage or refuse removal during its use of the PARK.
10. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK, or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. USER shall have no claim for any loss of use during the period that the PARK is being repaired.
11. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.
12. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.

13. ENTIRE AGREEMENT: This AGREEMENT contains the entire agreement between the parties and may be modified only by an addendum to this AGREEMENT or by a new AGREEMENT in writing, signed by CITY and USER.

14. ATTORNEY’S FEES: If either PARTY is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the AGREEMENT, the prevailing party in such proceeding or action shall be entitled to recover from the other PARTY its reasonable attorney’s fees and legal costs.

In witness whereof, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF KUNA, IDAHO

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

BY: \_\_\_\_\_  
Joe L. Stear, Mayor

USER.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

BY: \_\_\_\_\_

ATTEST:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
Chris Engels, City Clerk

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
Richard T. Roats, City Attorney for Kuna, Idaho



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

**Telephone (208) 922-5546**

**Email: [CEngels@kunaID.gov](mailto:CEngels@kunaID.gov)**

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## **MEMORANDUM**

**TO:** Mayor Stear and Council

**FROM:** Chris Engels, City Clerk

**RE:** Downtown Revitalization – ACHD Agreement for Phase 1

**DATE:** June 3, 2016

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The request is to consider Resolutions R41-2016 for an agreement with ACHD to provide conditions and responsibilities for the City and ACHD for up to \$200,000.00 for costs associated with design, construction and installation of phase 1 for the Downtown Revitalization Project.

**RESOLUTION NO R41-2016**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE INTERAGENCY AGREEMENT BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA FOR ROADWAY IMPROVEMENTS ALONG MAIN STREET BETWEEN AVENUE C AND AVENUE E.**

**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 entitled INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA FOR ROADWAY IMPROVEMENTS ALONG MAIN STREET BETWEEN AVENUE C AND AVENUE E, as attached hereto.

**PASSED BY THE COUNCIL** of Kuna, Idaho this \_\_\_\_day of June 2106.

**APPROVED BY THE MAYOR** of Kuna, Idaho this \_\_\_\_ day of June 2016.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

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

INTERAGENCY AGREEMENT  
BETWEEN ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA  
for Roadway Improvements along  
**Main Street between Avenue C and Avenue E**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the CITY OF KUNA, a municipal corporation of the State of Idaho (“KUNA”).

**RECITALS**

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, KUNA is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented, with jurisdiction, authority and police power to regulate and control municipal activities within the City.

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

WHEREAS, KUNA desires to make several roadway improvements to **Main Street between Avenue C and Avenue E**, a public right-of-way owned and under the exclusive jurisdiction of ACHD, including but not limited to drainage, pavement, parking and sidewalk improvements (“KUNA PROJECT”).

WHEREAS, ACHD has offered to help design the KUNA PROJECT and to reimburse KUNA for the cost of the KUNA PROJECT, up to a maximum amount of \$200,000.00.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and KUNA agree as follows:

**1. ACHD RESPONSIBILITIES:**

- a. Provide and authorize structural section to match adjacent roundabout.

- b. Review and accept concept report and plans, preliminary design, final design and construction documents; attend meetings as needed, assign a project manager for the KUNA PROJECT.
- c. Reimburse KUNA for the actual cost of all materials used in the construction and installation of the KUNA PROJECT, the cost of the relocation of any utilities necessitated by the KUNA PROJECT if said costs are not covered by any other contractual agreement and any other costs associated with the design, construction and installation of the KUNA PROJECT, up to a maximum amount of Two Hundred Thousand Dollars (\$200,000.00). Payment by ACHD shall be made to KUNA within thirty (30) days following submission of an invoice by KUNA to ACHD identifying such costs.

**2. KUNA RESPONSIBILITIES:**

- a. Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the construction contract for the KUNA PROJECT, which contract shall include, *inter alia*, a provision that all work required for the KUNA PROJECT shall be performed in conformance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC) and the most current edition of the ACHD Policy Manual.
- b. Make progress payments and the final contract payment to the Contractor in conformance with the terms of the construction contract.
- c. Provide the inspection, field survey and grade control required for the installation of all improvements incorporated into the KUNA PROJECT.
- d. As applicable, provide for the reference and replacement of all pre-existing survey monuments within the KUNA PROJECT.

**3. ADDITIONAL PROVISIONS:**

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. This Agreement shall terminate at the completion of the KUNA PROJECT.
- d. KUNA shall, subject to the limitations hereinafter set forth, indemnify and hold ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of KUNA, KUNA's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of KUNA hereunder, and including reasonable attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by KUNA

hereunder, but only to the extent caused by the negligent acts or omissions of KUNA, or KUNA's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, KUNA's obligations pursuant to this section shall survive the termination of this Agreement.

- e. Any such indemnification hereunder by the KUNA is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by KUNA shall in no event cause the liability of KUNA for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of ACHD.
- f. ACHD shall, subject to the limitations hereinafter set forth, indemnify and hold KUNA harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including reasonable attorney fees and costs that may be incurred by KUNA in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement.
- g. Any such indemnification hereunder by ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of KUNA.
- h. When a party has actual knowledge of a claim falling within the other party's indemnification obligations, such party shall promptly so notify the other party and provide reasonable assistance and information appropriate to the defense of the claim(s). In no event shall the party against whom the claim is asserted have the right to pay, settle or compromise such claim without the prior written consent of the party who may be obligated for such indemnity. The parties agree that they will not unreasonably withhold their consent to any such payment, settlement or compromise. Nothing contained herein shall operate as a limitation on the right of any party to bring an action for damages, including consequential damages, against any third party (i.e., any person other than ACHD, KUNA, and their respective appointed or elected officials, officers, directors, agents, employees, contractors, and partners) based on any acts or omissions of such third party as such acts or omissions.
- i. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.

- j. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- k. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- l. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- m. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- n. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- o. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- p. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.
- q. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- r. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- s. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and KUNA.
- t. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- u. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.

- v. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- w. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Name: Bruce Wong Title: Director	Name: Kent Goldthorpe Title: President, Board of Commissioners
ATTEST:	CITY OF KUNA
By:	By:
Name: Title:	Name: Title:

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, a notary public in and for said state, personally appeared KENT GOLDTHORPE and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

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

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

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, personally appeared \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of the CITY OF KUNA, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said city.

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

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



**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: [glaw@kunaid.gov](mailto:glaw@kunaid.gov)

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## MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Gordon N. Law  
Kuna City Engineer

RE: Kuna Public Works Projects  
Lake Hazel Sewer Project –2016/17  
Memory Ranch Regional LS  
Project Design - Consultant

DATE: June 2, 2016

---

**REQUEST: Approve Resolution for Bailey Engineering, Inc. Agreement**

The City Engineer proposes to convert the Memory Ranch Lift Station (serving only Memory Ranch) to a regional lift station serving a larger area. The attached proposal is to perform the necessary design work to scale up the capacity of the Memory Ranch Lift Station. It is proposed that the firm designing the original station is used to design the regional station. They are most familiar with the original design and they already have the topo data – which will result in cost savings to the City.

Bailey Engineering has provided a Professional Services Agreement, Scope of Work and estimate of costs in the amount of \$13,600.00 for the Scope of Work.

The City Engineer requests the attached professional services Agreement, Scope of Work and Estimate of Costs is approved and the services of Bailey Engineering are secured for the work. A resolution is attached, which if approved, authorizes the Mayor, Clerk and City Engineer to execute the requisite documents.

The FY2015-16 budget has \$800,000 from the Lake Hazel Project for this project.

Attachments:

## RESOLUTION NO. R42-2016

**RESOLUTION AWARDING CONTRACT FOR CONSULTING SERVICES TO BAILEY ENGINEERING, INC. IN THE AMOUNT OF \$13,600.00 FOR DESIGN OF THE MEMORY RANCH REGIONAL LIFT STATION PROJECT; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID WORK; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONSULTANT.**

**WHEREAS**, the City of Kuna, Idaho has determined it to be in said City's best interest to design and construct the Memory Ranch Regional Lift Station Project; and

**WHEREAS**, the City of Kuna, Idaho has selected Bailey Engineering, Inc. and proposes to contract with them for design services on the basis of their being best qualified to provide consultant services for design of the Memory Ranch Regional Lift Station Project:

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that the Mayor, City Engineer and City Clerk of said city are hereby authorized to execute that certain agreement titled "Agreement", by and between said city and Bailey Engineering, Inc., which Agreement is for consulting services related to designing the Memory Ranch Regional Lift Station Project and preparing contract documents for constructing the same, which agreement and associated scope of work is estimated to cost thirteen thousand six hundred (\$13,600) and which Agreement, Scope of Work and Estimate of Costs is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 7th day of June, 2016.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 7th day of June, 2016.

---

Joe L. Stear, Mayor

ATTEST:

---

Chris Engels, City Clerk

## AGREEMENT

This agreement is made and entered into between Bailey Engineering, Inc. ("Engineer") and the City of Kuna, the undersigned ("Client").

**1. AGREEMENT TO PERFORM ENGINEERING SERVICES: Engineer hereby agrees to perform engineering services for Client in accordance with the following terms:**

- A. The provisions of this agreement shall apply to all services provided to Client unless a project specific contract is entered into and signed by both parties.
- B. A fee proposal will be provided by Engineer for each separate project. The proposal will refer to this standard agreement and will be signed by Client prior to commencement of work on the project.

**2. PAYMENTS: Client agrees to pay Engineer:**

- A. If payment is calculated on a lump sum basis, the sum quoted on the signed Proposal.
- B. If payment is calculated on an hourly basis, payment shall be made in accordance with the following schedule of fees:

Principal	\$200.00 per hour
Traffic Planning	\$160.00 per hour
Sr. Project Engineer	\$160.00 per hour
Project Engineer	\$120.00 per hour
Planning Services	\$120.00 per hour
Field Services	\$100.00 per hour
Development Services	\$80.00 per hour
CADD Designer Services	\$80.00 per hour
CADD Drafter Services	\$60.00 per hour
Administrative Services	\$40.00 per hour
Delivery Services	\$20.00 per hour, plus mileage

For travel expenses, the hourly rate of an employee plus \$0.56 per vehicle mile

Out of pocket costs and other expenses incurred by Engineer in performing the work including, but not limited to, copying and reproduction costs, cost of travel, meals and lodging away from Engineer's offices, telephone costs, the cost of photographs, and the cost of consultants or other persons not regularly employed by Engineer to carry out the services to be performed hereunder shall be reimbursable costs. Such costs together with an additional fifteen percent (15%) of the amount of all such reimbursable costs shall be reimbursed to Engineer by Client.

**3. TIME OF PAYMENT: Unless otherwise specified, payment shall be due at the following times:**

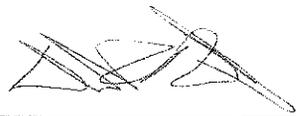
- A. If payment is on a lump sum basis, Client shall be invoiced by Engineer for the percentage of the total work completed on or about the 25th of the month and the amount thereof shall be due and payable to Engineer by the ~~20~~ 25th of the following month.
- B. If payment is on an hourly basis, Client shall be invoiced by Engineer for fees due Engineer and reimbursable costs incurred by Engineer on or about the 25th of each month and the amount thereof shall be payable to Engineer by the ~~20~~ 25th of the following month.
- C. If any payment is not received on or before the ~~20~~ 25th of the month in which it is due, it shall begin to accrue interest at rate of 18% per annum (1.5% per month) on the total unpaid balance, continuing until paid in full.

Client specifically acknowledges and agrees that Client will pay Engineer promptly within the time periods provided herein. In the event Engineer is not so paid, Engineer may, in addition to all other remedies, suspend performance of further engineering services and retain possession and control of all documents, designs and plans related to work in progress until payment is made by Client.

- 4. **SCOPE OF WORK AND RESPONSIBILITY:** The scope of work undertaken by Engineer is strictly limited to the services described in or referred to in the project proposal and the scope of the undertaking by Engineer does not in any way extend beyond such services. Engineer shall not be responsible for any failure or negligent act or omission of any other design professional (including consultants engaged by Engineer), and assumes no duty or obligation to review or oversee the work of any person or consultant, whether or not engaged by Engineer under this agreement, except Engineer's own regular employees.
- 5. **CHANGES TO SCOPE OF WORK:** If this Agreement provides for a lump sum payment, such estimate has been based upon information provided by Client to Engineer and an the amount of payment due hereunder shall be subject to readjustment if information provided to Engineer by Client is materially in error, or material changes in the nature or scope of the project are required by Client by other design professionals, by governmental entities, or by any other person or for any other reason.
- 6. **TIME OF PERFORMANCE:** Any time for performance stated hereunder shall be extended by such time period as Engineer is delayed by any cause beyond Engineer's reasonable control.
- 7. **STANDARD OF SKILL AND WARRANTY OF WORK:** Engineer undertakes to meet the standard of skill and care ordinarily exercised by civil Engineers in Boise, Idaho (regardless of where the project is to be constructed) and to make reasonable efforts to comply with the International Building Code and other generally applicable and nationally recognized codes and requirements. Except as specifically provided for in the proposal, Engineer does not undertake to comply with specialized buildings or projects. Engineer does not warrant that building permits or governments approvals can be obtained with respect to Engineer's work or plans and specifications prepared by Engineer, to Client or to any third party.
- 8. **ENGINEER'S ROLE LIMITED TO SCOPE OF WORK:** Client will not misrepresent the nature or extent of Engineer's involvement in the project or the nature and extent of services undertaken by Engineer under this Agreement in connection with the work to be performed by Engineer.
- 9. **LITIGATION COSTS:** In the event of any litigation arising from or related to the services provided under this Agreement the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.
- ~~10. **LIMITATION OF LIABILITY:** Client agrees to limit Engineer's liability to Client, and to all of construction Contractors and Subcontractors on Client's project, due to Engineer's professional negligent acts, errors, or omissions, such that the total aggregate liability of Engineer to all those named shall not exceed Engineer's total fee for services rendered on this project.~~
- 10. **INDEMNIFICATION:** Client and Engineer each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1<sup>st</sup> day of June, 2016.

CLIENT: \_\_\_\_\_  
City of Kuna  
By: \_\_\_\_\_ its: \_\_\_\_\_

ENGINEER:   
Bailey Engineering, Inc.  
By : David A. Bailey - President

**B** Bailey Engineering, Inc.  
CIVIL ENGINEERING|PLANNING|CADD

TO: Gordon Law  
Kuna City Engineer via email: gordon@cityofkuna.com  
6950 N. Ten Mile Road  
Kuna Idaho 83634

DATE: June 1, 2016

RE: **Kuna City Regional Sewer Lift Station (BEI Project Number C2016-013)**

Dear Gordon:

Thank you for the opportunity to submit a proposal for engineering services for the Kuna Regional Sewer Lift Station to be located in the NE ¼, Section 03, T.2N., R.1W., in Kuna, Ada County, Idaho. The developer of the Memory Ranch Subdivision has completed a design and approvals for a sewer lift station to serve the subdivision only. The City of Kuna desires to evaluate upgrading the sewer lift station design prior to construction to serve a significantly larger area.

The intent of this proposal is to:

- Evaluate Service Area options and criteria
- Evaluate trunk line depths necessary for service, particularly under the Mason Creek Feeder
- Evaluate design options for optimizing wet well depth, wet well diameter and pressure sewer size
- Provide Detailed design drawings and calculations for selected options.
- Provide required applications and submittals to City for Approval
- Provide required applications and submittals to DEQ for approval
- Provide review of City Standards relative to sewer lift station design, including electrical controls and panels standardization.
- Provide bid review services as requested by City
- Provide construction observation services as requested by City

Bailey Engineering, Inc. personnel to be involved in the proposed work:

David A. Bailey P.E. ID 8272 – Project Manager, Project Administration, Responsible Design Engineer

Kevin Craig EIT – Project Design and Drafting, Calculations, Applications and Reports, Construction Observation

I have reviewed the project requirements and have determined the proposed services and fees as follows:

**I. OFFSITE SEWER AND LIFT STATION****A. Offsite Topography**

T&amp;M if required

We believe we have sufficient topography to complete the project. We will obtain permission from ISG and Trilogly to use the information we have for this design. If additional is required, we will inform you of need and estimate prior to field work.

**B. Project Definition and research**

T&amp;M NTE \$2,000.00

1. City Design Standards Review
2. Sewer lift station design standards (10 State Standards) review.
3. Analyze potential service basin and densities for design criteria.
4. Analyze Gravity System for depths and sizes required to serve proposed service areas.
5. Analyze potential timing of development for starting and ultimate capacity and impacts of phasing on design.
6. Pre-design meeting with City Staff to review requirements for design, SCADA and ultimate buildout sizing considerations.

**C. Lift Station Design Calculations and Report with Upgrade Options**

Fixed Fee: \$2,400.00

1. Pump Station capacity and response time spreadsheet iteration.
2. Evaluate pump models and sizes available for use
3. Pressure sewer piping evaluation at startup and peak flows match to pump selections.

**D. Lift Station Construction Drawings and Specifications**

Fixed Fee: \$2,400.00

1. Plan and Profile
2. Details and Construction Notes
3. Electrical and Control Panel Specifications
4. Gravity Sewer to first proposed road adjacent for gravity system connection.
5. Includes Force Main Construction along Ten Mile Road and tie-in to sewer treatment plant

**E. Construction Drawing Submittal and Approval**

Fixed Fee: \$1,800.00

1. Kuna City Public Works
2. ACHD (For work in ACHD ROW)
3. DEQ (Checklist and attachments)
4. Coordination with owner and Kuna City Engineer
5. Revisions required by agencies for approval

**F. Bid Phase**

T&amp;M Estimate \$1,200.00

1. Review bids submitted by contractors (City or Developer to choose contractors and let bids)
2. Meetings to determine modifications to specifications – assist in developing City Standards for future lift station construction.

**G. Construction Phase**

T &amp; M Estimate \$3,000.00

1. Preconstruction Conference
2. Construction Observation
  - a. Review of shop drawings

- b. Verification of materials delivered to site
- c. Observation of testing as required by specifications
- d. Observation of Initial startup and associated tests as required by specifications.
- 3. Record drawings and/or letters of certification as required
- 4. As-built drawings, specifications and operations manuals to City and DEQ.

**H. Project Administration** Estimate \$800.00

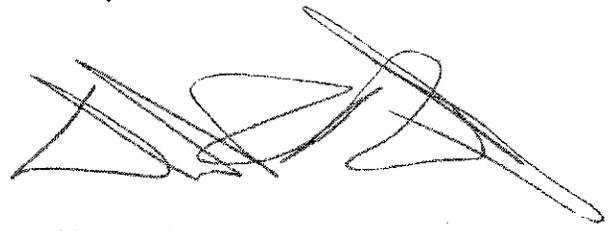
The City has requested that we provide a project specific Errors and Omission Policy for this project. We have submitted an application to Higgins and Rutledge Insurance to provide the required coverage. This item provides an estimate of the prorated cost of the policy.

**Items not included:**

- 1. Structural engineering
- 2. Architectural
- 3. Coordination with homeowners (if required)
- 4. Traffic Control Plan
- 5. Construction management
- 6. Site or construction observations or inspections except as described above
- 7. Permits of any kind other than described above
- 8. Surveys including Record Drawing Survey (if required)
- 9. Preparation of Bid Documents

If this Scope of Work is acceptable, please sign the attached authorization to Commence Work below and return to my office. We can begin work on this project upon receipt of a signed contract. I look forward to working with you on this project. If you have any questions or comments regarding this matter, please call me at (208) 938-0013.

Sincerely,



David A. Bailey, P.E.  
Owner/President

Enclosure  
cc: C2016-013

This Proposal and Agreement are based upon agency requirements in place at this time and will remain valid for 30 days from the posted date. After that time, or if agency requirements change, Bailey Engineering, Inc. reserves the right to revise or withdraw this Proposal and Agreement in its entirety or any portion without notice. In addition, the unit prices specified in this proposal are subject to revision if the project is significantly delayed or placed on hold for a period greater than one year. If the entire scope of the contract is not completed within three years from date of approval, the unit prices specified are subject to revision only for those portions of the project

which have not yet been completed.

NOTE: The Terms and conditions of the Standard Agreement Dated May 31, 2016 between the City of Kuna and Bailey Engineering, Inc. shall apply to this proposal.

Authorized to Commence Work: \_\_\_\_\_  
By: \_\_\_\_\_ Date



# CITY OF KUNA

## PLANNING & ZONING DEPARTMENT

# MEMORANDUM

To: Kuna City Council

From: Planning and Zoning Staff

**Re: 14-02-AN (Annexation); Mark & Yvonne Kirkpatrick**

The annexation ordinance before the Council on June 7<sup>th</sup>, 2016 is a late-coming document needing final approval. The annexation request for case #14-02-AN was approved by City Council on September 2, 2014; findings were made by the Council on September 16, 2014.

It was discovered that the document had not yet come back to City Council for final ordinance approval, as it was overlooked due to a change in planning staff in June, 2014.

Staff requests approval of said ordinance at this time.

Sincerely,

Trevor Kesner, Planner II  
Kuna Planning and Zoning Department



City of Kuna

Findings of Fact and Conclusions of Law

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

To: City Council
Case Number(s): 14-02-AN (Annexation), 14-03-DA (Development Agreement) and 14-01-LS (Lot Split). Kirkpatrick Annexation
Location: 2021 W. Ardell Road, Kuna, Idaho 83634
Planner: Troy Behunin, Senior Planner
Hearing Date: September 2, 2014
Findings of Fact: September 16, 2014
Applicant: Mark and Yvonne Kirkpatrick, 2021 W. Ardell Road, Kuna, Idaho 83634, 208.922.1942, ymkirk@gmail.com

Table of Contents:

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

A. Course of Proceedings

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

a. Notifications

- i. Neighborhood Meeting February 20, 2014 (3 people attended)
ii. Agencies March 27, 2014
iii. 300' Property Owners August 18 2014
iv. Kuna Melba Newspaper August 13, 2014
v. Site Posted August 19, 2014

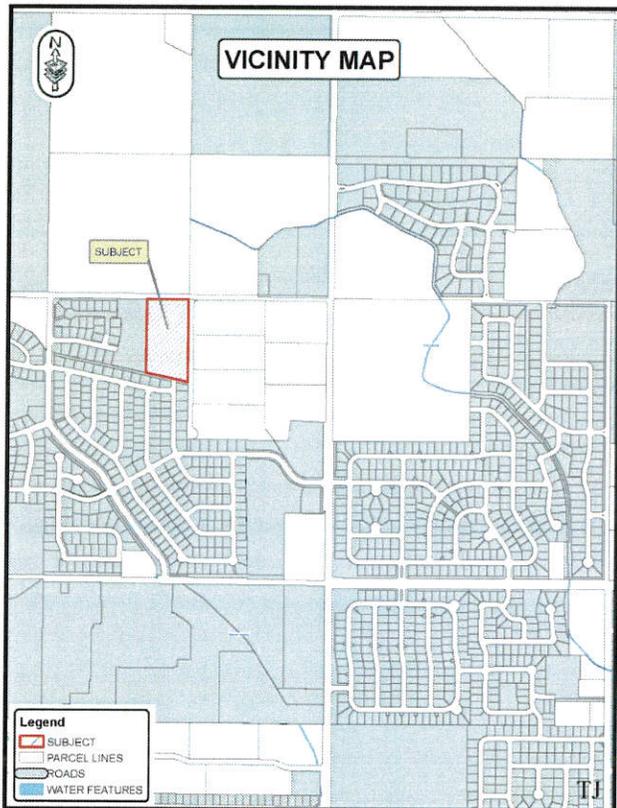


**B. Applicants Request:**

**1. Request:**

Applicant requests approval to annex approximately 6.8 acres into the City limits and to split the existing parcel into two parcels. Applicant requests the Agriculture zone (Ag) for parcel one (approx. 1.3 acres), where the applicant will continue to grow crops and live. Applicant seeks an R-6 (Medium Density) zone for parcel two (approx. 5.5 acres) and hopes to attract a subdivision developer in the future. Until such time, it is anticipated the two will continue enjoying its existing agricultural uses, just in the City limits. Applicant is aware a development agreement will be recorded to guide all future development.

**C. Vicinity and Aerial Maps:**



**D. History:** The parcel is adjacent to the City limits and is currently zoned RUT (Rural Urban Transition) and contains a home, out buildings and the majority of the lands are currently farmed. This parcel has historically been farmed.

**E. General Projects Facts:**

**1. Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Medium Density Residential. Staff views this land use request to be consistent with the approved FLU map.

**2. Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	R-3	Low Density Residential – Kuna City
East	RUT	Rural Urban Transition – Ada County
West	R-6	Medium Density Residential – Kuna City

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

- Approx. 6.8 total acres
- RUT, Rural Urban Transition
- Parcel # - S1315427807

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a home where the applicant lives and a couple of out buildings. The site has been used for agriculture activities and it is anticipated it will continue its historic uses on both parcels, until the larger parcel is developed in the future.
6. **Transportation / Connectivity:** The existing access for the parcel is off Ardell Road. This site will be required to provide connections to existing stubs when development occurs along with a possible connection to Ardell Road for the future subdivision.
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat.
8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Central District Health Department, Ada County Highway District (ACHD), Department of Environmental Quality (DEQ) and Boise Project Board of Control. The responding agency comments are included as exhibits with this case file.

F. **Staff Analysis:**

This site is located near the southwest corner (SWC) of Ten Mile & Ardell Roads and near Crimson Point North and Crimson Point Subdivisions. Applicant requests to annex into the City and split the parcel into two. Parcel one will be approx. 1.3 acres in size and an existing residence will remain on it which will rely on a septic tank & well for now. The remaining 5.5 acres has been historically farmed and it is anticipated those uses will continue. In the future, those 5.5 acres will likely be developed into a subdivision.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case #'s 14-02-AN and 14-03-DA, subject to the recommended conditions of approval.

G. **Applicable Standards:**

1. City of Kuna Zoning Ordinance No. 230, 546 and 570,
2. City of Kuna Subdivision Ordinance No. 2012-18, Title 5 Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. **Comprehensive Plan Analysis:**

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

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

**GOALS AND POLICY – Property Rights**

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

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

**GOALS AND POLICY – Economic Development**

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

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

**GOALS AND POLICY – Land Use**

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

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

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

**I. Findings of Fact:**

1. This request appears to be in compliance with all ordinances and laws of the City and appears to be consistent with Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna’s Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The annexation application is not likely to cause adverse public health problems.
6. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
7. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
8. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
9. Based on the evidence contained in Case No.s 14-02-AN, 14-01-LS and 14-03-DA, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
10. The Kuna City Council has the authority to approve or deny these applications.
11. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**J. Conclusions of Law:**

1. Based on the evidence contained in Case No.s 14-02-AN, 14-01-LS and 14-03-DA, the Kuna City Council finds Case No.s 14-02-AN, 14-01-LS and 14-03-DA, comply with Kuna City Code.
2. Based on the evidence contained in Case No.s 14-02-AN, 14-01-LS and 14-03-DA, the Kuna City Council finds Case No.s 14-02-AN, 14-01-LS and 14-03-DA, are consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**K. Recommendation by the Planning and Zoning Commission:**

On July 22, 2014, the Planning and Zoning Commission voted 5-0, to *recommend approval* for Case No.s 14-02-AN, 14-01-LS and 14-03-DA, based on the facts outlined in staff's report and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho. The Commission hereby recommends *approval* for Case No.s 14-02-AN, 14-01-LS and 14-03-DA, a request for annexation and a development agreement from Mark and Yvonne Kirkpatrick, with the following conditions of approval:

- *Follow all staff and agency recommendations as appropriate.*

**L. Order of decision by City Council:**

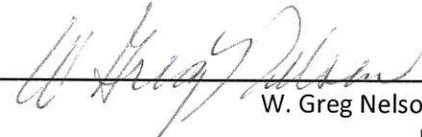
**14-02-AN, 14-03-DA, 14-01-LS Note:** *This proposed motion is for approval or denial of this request. However, if the City Council wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.*

On September 2, 2014, the City Council voted 4-0, to *approve* Case No.s 14-02-AN, 14-01-LS and 14-03-DA, based on the facts outlined in staff's report and the public testimony during the public hearing by the City Council of Kuna, Idaho. The Council hereby *approves* Case No.s 14-02-AN, 14-01-LS and 14-03-DA, a request for annexation and a development agreement from Mark and Yvonne Kirkpatrick, with the following conditions of approval:

- *Follow all staff and agency recommendations as appropriate.*
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    - a. The City Engineer shall approve the sewer hook-ups.
    - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
    - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
  2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
    - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.

3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Future lighting within the site shall comply with Kuna City Code as stated in KCC 5-9-5-B.
6. Future parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise).
8. Future signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Council, or seek amending them through public hearing processes.
12. The applicant's future landscape plan shall be considered a binding site plan, or as modified by the Commission through DRC.
13. Any future development is subject to landscaping design review, among other land use applications as applicable, at time of development. The entire site will also be subject to the same.
14. Applicant shall follow all staff, City engineer and other agency recommended requirements as applicable.
15. Developer shall comply with all local, state and federal laws.

DATED: This 16 day of September, 2014.

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

ATTEST:  
  
 \_\_\_\_\_  
 Brenda Bingham  
 Kuna City Clerk



(Space above reserved for recording)

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## **KUNA CITY ORDINANCE NO. 2016-14**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1315427802 AND PARCEL NO. S1315427820 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on July 22, 2014, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on August 12, 2014) where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of R-6 for Parcel No. S1315427820, and a zoning classification of A for Parcel No. S1315427802; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on September 02, 2014, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on September 16, 2014) where it determined that the requested annexation should be granted with a zoning classification R-6; and

WHEREAS, the zoning classification of R-6 for Parcel No. S1315427820 and a zoning classification of A for Parcel No. S1315427802 is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

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

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel No. **S1315427802** and Parcel No. **S1315427820**; and more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

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

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-6 for Parcel No. S1315427820 and a zoning classification of A for Parcel No. S1315427802, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-6 and A, zoning land use classification.

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

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

DATED this 7th day of June, 2016.

CITY OF KUNA  
Ada County, Idaho

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

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

**EXHIBIT A  
LEGAL DESCRIPTION FOR  
KIRKPATRICK ANNEXATION**

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 15, T.2N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

**BEGINNING** at the C-E1/16 corner of said Section 15 from which the C1/4 corner bears North 89°51'09" West, 1324.38 feet;

thence along the West boundary line of McClure Subdivision as filed in Book 58 of Plats at Pages 5637 and 5638, records of Ada County, Idaho, South 00°01'19" West, 798.00 feet to the NE corner of Lot 1, Block 25 of Crimson Point Subdivision Phase 5 as filed in Book 102 of Plats at Pages 13700 through 13705, records of Ada County, Idaho;

thence along said northerly boundary line of said Crimson Point Subdivision Phase 5 North 78°10'29" West, 404.09 feet;

thence leaving said northerly boundary line North 00°23'15" East, 716.22 feet to a point on the East-West centerline of said Section 15;

thence along said East-West centerline South 89°51'09" East, 390.98 feet to the **POINT OF BEGINNING** containing 6.84 acres, more or less.

**EXHIBIT A-1  
LEGAL DESCRIPTION FOR  
KIRKPATRICK – A ZONE**

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 15, T.2N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the C-E1/16 corner of said Section 15 from which the C1/4 corner bears North 89°51'09" West, 1324.38 feet;

thence along the West boundary line of McClure Subdivision as filed in Book 58 of Plats at Pages 5637 and 5638, records of Ada County, Idaho, South 00°01'19" West, 234.59 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said West boundary line South 00°01'19" West, 563.42 feet to the NE corner of Lot 1, Block 25 of Crimson Point Subdivision Phase 5 as filed in Book 102 of Plats at Pages 13700 through 13705, records of Ada County, Idaho;

thence along said northerly boundary line of said Crimson Point Subdivision Phase 5 North 78°10'29" West, 404.09 feet;

thence leaving said northerly boundary line North 00°23'15" East, 716.22 feet to a point on the East-West centerline of said Section 15;

thence along said East-West centerline South 89°51'09" East, 96.06 feet;

thence leaving said East-West centerline South 00°21'40" West, 233.48 feet;

thence South 89°38'20" East, 296.30 feet to the **REAL POINT OF BEGINNING** containing 5.25 acres, more or less.

**EXHIBIT A-2  
LEGAL DESCRIPTION FOR  
KIRKPATRICK – R-6 ZONE**

**DESCRIPTION FOR  
PARCEL A  
KIRKPATRICK PROPERTY**

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 15, T.2N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

**BEGINNING** at the C-E1/16 corner of said Section 15 from which the C1/4 corner bears North 89°51'09" West, 1324.38 feet;

thence along the West boundary line of McClure Subdivision as filed in Book 58 of Plats at Pages 5637 and 5638, records of Ada County, Idaho, South 00°01'19" West, 234.59 feet;

thence leaving said West boundary line North 89°38'20" West, 296.30 feet;

thence North 00°21'40" East, 233.48 feet to a point on the East-West centerline of said Section 15;

thence along said East-West centerline South 89°51'09" East, 294.92 feet to the **POINT OF BEGINNING** containing 1.59 acres, more or less.



(Space above reserved for recording)

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## KUNA CITY ORDINANCE NO. 2016-15

**AN ORDINANCE REZONING PARCEL R5741281000, PART OF THE MINERAL SPRINGS NO. 2 SUBDIVISION, FROM C-1 TO R-4; SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to establish zoning within its corporate limits; and

WHEREAS, the owner of said parcel of real property has requested that the real property be rezoned from C-1 to R-4; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on February 23, 2016, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on March 8, 2016) where it was recommended to the Mayor and Council that the rezone request be approved with a zoning classification of R-4; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on April 5, 2016, on the proposed rezoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on June 7, 2016) where it was determined that the requested rezone should be granted with a zoning classification R-4; and

WHEREAS, the zoning classification of R-4 is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the real property described below is within the corporate limits of the City and the proposed rezone complies with the Kuna City Code and the Kuna City Comprehensive Plan.

Section 2: The real property is situated in the City of Kuna, Ada County, Idaho, and is commonly known as parcel R5741281000 and more particularly described in

**ORDINANCE NO.2016-15 – Mineral Springs No. 3 REZONE**

“Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference.

Section 3: The zoning land use classifications of the land described in Section 2 above is hereby zoned as R-4, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-4, zoning land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 7<sup>th</sup> day of June 2016,

CITY OF KUNA  
Ada County, Idaho

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

## EXHIBIT A

### **REZONE DESCRIPTION FOR MINERAL SPRINGS SUBDIVISION No. 2 – LOT 2, BLOCK 6**

A parcel of land located in the northeast 1/4 section of the southwest 1/4 of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Lot 2, Block 6 of Mineral Springs Subdivision No. 2 as shown in Book 97 at Pages 12332 through 12334, in the records of Ada County, Idaho.

Comprising 6.50 Acres, more or less.



**ORDINANCE NO. 2016-09A**

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING ORDINANCE NO. 2016-09- THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE TO MODIFY, RE-NUMBER AND DELETE CERTAIN SECTIONS, SPECIFICALLY: SECTION 7-7-6a ENTITLED “THIRD PARTY BILLING AGENT” TO ALLOW THE CITY TO PROVIDE THE FORM FOR THE THIRD PARTY AGENT; SECTION 7-7-6b ENTITLED “SECONDARY RECIPIENT OF BILLS” TO PROVIDE FOR THE BILLING PROCESS TO BE PERFORMED BY THE CITY WHEN IMPLEMENTED AND THE NOTICING OF THE SHUT OFF WARNING; SECTION 7-7-9 ENTITLED “INDIGENCY ASSISTANCE” TO CLARIFY THAT THE PROGRAM IS AVAILABLE ONLY IF THE FUNDS ARE APPROPRIATED BY THE CITY COUNCIL; SECTION 7-7-12 ENTITLED “LATE FEE” TO PROVIDE THAT THE LATE FEE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE LAST DAY OF THE MONTH; SECTION 7-7-14 ENTITLED “ACCOUNT SHUT OFF” TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR SHUTOFFS OF ACCOUNTS PAST DUE SIXTY (60) DAYS; SECTION 7-7-15 ENTITLED “ACCOUNT TURN ON- WATER SERVICE” TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR ACCOUNT WATER TURN ON SERVICE AND CHARGES INCLUDE ALL CHARGES OR FEES THAT HAVE ACCRUED SINCE THE LAST BILL; SECTION 7-7-16 ENTITLED “NOTICE OF SHUT OFF-WATER SERVICE” TO PROVIDE THAT NOTICE OF SHUT OFF MAY BE TRANSMITTED BY ELECTRONIC DELIVERY OR AUTOMATED DIALER IN LIEU OF POSTING ON THE PROPERTY; SECTION 7-7-17 ENTITLED “PAYMENT ARRANGEMENTS” TO PROVIDE THAT THE LATE FEE SHALL BE SUSPENDED IF THE PAYMENT AGREEMENT IS COMPLIED WITH OR IMPOSED IF IT IS NOT COMPLIED WITH; SECTION 7-7-18 ENTITLED “HARDSHIP ARRANGEMENTS” TO ALLOW THE CITY TO PROVIDE THE FORM FOR HARDSHIP REQUEST AND FOR THE SUSPENSION OF ANY LATE FEES IF THE PAYMENT AGREEMENT IS COMPLIED WITH; ADDING SECTION 7-7-13 ENTITLED “ACCOUNT SHUT OFF WARNING” TO ADD A SECTION TO PROVIDE FOR A SHUT OFF WARNING; AND CHANGING THE EFFECTIVE DATE TO AUGUST 31, 2016.

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

**Section 1:** That Title 7, Chapter 7, Kuna City Code, be and the same is hereby amended as follows:

**CHAPTER 7**

**CITY MUNICIPAL UTILITIES BILLING CODE**

SECTION:

- 7-7-1: Short Title and Purpose
- 7-7-2: Definitions  
City’s Municipal Utilities

7-7-3:	Applicability
7-7-4:	Powers and Authority of City
7-7-5:	Application for Utility Services
7-7-6:	Contents of Application
7-7-6a:	Third Party Billing Agent
7-7-6b:	Secondary Recipient for Utility Bill
7-7-6c:	Lien for Non-payment of Bills
7-7-7:	City Pressurized Irrigation System Payments
7-7-8:	Senior Discount
7-7-9:	Indigency Discount
7-7-10:	Payment Due Date
7-7-11:	Delinquent Accounts
7-7-12:	Late Fee
7-7-13:	Account Shut Off Warning
7-7-14:	Account Shut Off-Water Service
7-7-15:	Account Turn On-Water Service
7-7-16:	Notice of Shut Off- Water Service
7-7-17:	Non-payment of Account
7-7-18:	Collection of Aged Accounts
7-7-19:	Notation on Monthly Billing
7-7-20:	Security Deposits Required
7-7-21:	Unclaimed Deposits
7-7-22:	Criminal Penalties
7-7-23:	Severability
7-7-24:	Effective Date

7-7-1:           SHORT TITLE AND PURPOSE:

This chapter shall be known as the *CITY MUNICIPAL UTILITIES BILLING CODE*, and is enacted to provide for the health, safety and welfare of the people of Kuna, Idaho.

7-7-2:           DEFINITIONS:

CITY'S MUNICIPAL UTILITIES:

The *Municipal Potable Water System*- that portion of the City's potable water system line upstream from the valve box, inclusive of the City water main and fittings, water service the corporation stop, valve box, meter and meter yoke, as further defined in KCC, Title 7, Chapter 5. The portion of the water service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the waterline downstream from the City's meter.

*Municipal Sanitary Sewer system*- that portion of the City sewer system line inclusive of the City's sewer main and fittings, as further defined in KCC Title 7, Chapter 6. The portion of the sewer service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way.

*Municipal Pressurized Irrigation system*- that portion of the City's pressurized irrigation system line upstream from the valve box, inclusive of the City pressurize irrigation main and fittings, pressurized irrigation service corporation stop, valve box, as further defined in KCC Title 7, Chapter 8. The portion of the pressurized irrigation service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the pressurized irrigation service line downstream from the valve box.

The three (3) systems may be referred to as the City's municipal utilities.

7-7-3:           **APPLICABILITY:**

The provisions of the Chapter apply to all property located within the corporate limits of the City, and special users outside the corporate limits of the City.

7-7-4:           **POWERS AND AUTHORITY OF CITY:**

The City shall be permitted to, at reasonable hours of the day or at any time an emergency exists, enter all properties, premises or buildings to which municipal water or sewer is furnished for the purpose of testing or for any other purpose necessary for the proper administration of the City's municipal utilities in accordance with this Chapter.

The City shall be permitted to enter all private properties through which the City holds an easement for the purpose of, but not limited to, inspection, observation, repair, and maintenance of any portion of the City's municipal utilities located within said easements.

7-7-5:           **APPLICATION FOR UTILITY SERVICES:**

An application shall be required for all new accounts for all property owners or entities receiving City municipal utilities as provided for by this Chapter, or for those accounts to be updated as determined necessary by the City Utility Billing department.

The application shall be provided to the new account owner at the Title Company where the purchase is to close, and the application shall be completed prior to or at the time of closing. At closing, the Title Company shall provide via electronic transmission, a copy of the Deed and the completed application.

7-7-6:           **CONTENTS OF APPLICATION:**

The application for City municipal utilities service shall contain the name of the real property owner (account owner) and any agent of the property owner (property management company); the physical address of the real property; complete mailing address for billing statements; e-mail address; alternate address and phone number; the day time and evening telephone numbers; and if the real property is owner occupied or a rental unit.

The application shall also contain a contract that includes a provision executed by the owner of the real property or the legally authorized agent, agreeing to: pay for the utility service applied for, at the rate, at the times, and in the manner specified in this title; that the City is acknowledged by him/her to reserve the right to charge and collect such rates; to impose and enforce the penalties provided for in this title; to change the rate at any time without notice to the user; and to install such meters or other devices as may be necessary to control and measure the utility service supplied. Said contract shall also specifically provide that the City shall not be held responsible for any damage by water or otherwise resulting from failure of the plumbing or appliances on the premises supplied with water, nor for any damage caused by the interruption or failure of such supply, nor shall such failure or interruption be held to constitute a breach of contract on the part of the City, nor in any way release the user from the performance of all of his/her obligations as therein set forth. No application for utility service shall be granted, or if inadvertently granted, shall be continued, until the contract(s) as provided for herein have been properly executed.

**New Construction:** For utility service for new construction, the application shall include the location, type of building, and uses therein, the purpose for which the services are to be used, number of persons to be supplied or other indication for probable consumption, the number of EDUs, as calculated by City staff. As part of the application process, the applicant shall furnish a set of floor plans showing all water and sewer uses and, where permissible, a site plan if the water is to be used for irrigation. If the application is approved, the public works department may authorize the extension, at the expense of the applicant, and at no expense to the City, the service pipe and meter tile, meter yoke, meter tile lid, curb stop and any other fittings that are necessary to install service to the inside line of the curb or back edge of sidewalk at the point for supplying the applicant.

**Existing Water Service:** For utility service for a property that has previous utility service, if the property is sold or otherwise transferred, the new owner of the property shall make application to the City Utility Billing department and shall execute all forms and other documents required by the City in order to receive service. Until the property transfers to the new owner, the then current account holder shall remain responsible for all accrued charges.

**7-7-6a: THIRD PARTY BILLING AGENT:**

An account owner may appoint an agent (property management company) to receive billings on the form provided by the City. The contract appointing the agent shall require that the signature of the account owner of the property is subscribed and sworn.

**7-7-6b: SECONDARY RECIPIENT OF BILLS:**

If the property is to be non-owner occupied, the appointed agent and the tenant may receive a duplicate of the bill for City utility services by email address, as set up by the account owner through the City's online bill processing system, when available. In the event the account becomes delinquent, the City Utility Billing Department shall transmit a shut off warning that is printed on the next utility billing statement and/or by separate notice transmitted to both the account owner, the third party billing recipient and tenant at the email addresses as set up by the

account owner in the secondary recipient of bills, as provided for in KCC 7-7-6b. The third party billing agreement shall also provide that the owner of the real property remains financially responsible for charges assessed to the account, and further, that all unpaid charges together with fees, costs and interest, shall constitute a lien against the real property, as provided for in this chapter.

The City shall have the right to request from each account owner the current account information, including name of property owner, if the property is owner occupied or a rental, billing address, telephone number and email address.

7-7-6c: LIEN:

The application shall also contain a contract provision providing that the owner of the property contracting with the City expressly gives consent to the placement of a lien upon the property in the event charges for utility services become delinquent and unpaid and said lien shall be recorded with the Ada County Recorder's Office. The contract shall require that the signature of the account owner of the property is subscribed and sworn. The lien shall be for the total amount due, plus interest and an administrative fee, as set by resolution of the City Council, to reimburse the City its administrative expenses.

7-7-7: CITY PRESSURIZED IRRIGATION SYSTEM PAYMENTS:

All account owners agree that the City may pro rate the municipal irrigation assessment on the monthly bill in nine (9) equal payments with the first payment being billed in October and the last payment being billed in June. If a new account is established after October, then the new account owner shall pay any past month(s), so his/her account is then current. In addition, the account holder agrees that if their property is part of a subdivision that has HOA common lot or lots that receive a separate municipal irrigation assessment, the account owner agrees to pay a fractional share of the HOA assessment if the HOA association fails to pay the same before May 31st.

7-7-8: ACCOUNT DISCOUNT:

All account owners who 1) reside at the property as the primary residents, and 2) have reached the age of sixty-five (65) years of age: may receive a discount off the potable water and trash portion of the bill as established by resolution of the City Council.

7-7-9: INDIGENCY ASSISTANCE:

If an account owner or tenant is experiencing a financial hardship where he/she unable to pay their bill in full, may make application for assistance ~~apply for a partial or full payment~~ from the City's indigency fund if funds have been appropriated by City Council, ~~in an amount~~ assistance to be determined by the City Council during a closed hearing.

7-7-10: PAYMENT DUE DATE:

On or about the 1<sup>st</sup> day of each month, the utility billing department shall cause to be mailed or transmitted to each utility account owner, a statement of the amount due for water, sewer, irrigation, trash collection, and other charges for the preceding month; said amount is due and payable to the utility billing department on or before the fifteenth (15<sup>th</sup>) day of each month.

7-7-11: DELINQUENT ACCOUNTS:

All utility bills are considered delinquent if not paid to the City before the 16<sup>th</sup> day of each month.

7-7-12: LATE FEE:

If the utility bill is not paid in full by the fifteenth (15<sup>th</sup>) day of the month following the bill's original due date, the City shall charge a late fee of fifteen dollars (\$15.00) for each account with a balance greater than fifteen dollars (\$15.00). This late fee shall be added to the city utility account.

7-7-13: ACCOUNT SHUT OFF WARNING:

If the account becomes more than thirty (30) days delinquent, the City Utility Billing Department shall transmit a shut off warning that is printed on the next utility billing statement and/or by separate notice to be transmitted to the email address as set up by the account owner.

7-7-14: ACCOUNT SHUT OFF-WATER SERVICE:

Effective on and after November 16, 2016, if a City utility account is two (2) billing cycles past original due date the water will be shut off on the following Tuesday.

7-7-15: ACCOUNT TURN ON-WATER SERVICE:

Effective on and after November 16, 2016, when water has been turned off because of non-payment of the City utility account, the water shall not be turned on until the account is paid in full, including any charges or fees that may have accrued since the last bill, plus the administrative fee of fifty dollars (\$50.00) to the City's utility billing office. Upon receipt of payment, the City's Utility Billing Department will contact the appropriate department to turn the water on. The services shall be turned on within twenty-four (24) hours of receipt of payment excluding weekends and holidays.

7-7-16: NOTICE OF SHUT OFF-WATER SERVICE:

If an account has been shutoff for non-payment pursuant to the terms of this Chapter, the City shall place a shut-off notice on the door knob, latch or other conspicuous location at the serviced premises notice that the utility service has been shutoff or if an account is set up for electronic delivery of emails and/or automated dialer service, the shut-off notice may be transmitted by these methods in lieu of posting the notice on the property.

7-7-17: NONPAYMENT OF ACCOUNT:

Nothing in this chapter shall be construed as modifying or repealing the right or obligation of the City to discontinue water service for nonpayment of trash and municipal utility charges.

7-7-18: COLLECTION OF AGED ACCOUNT:

On a monthly basis, the City Billing Clerk shall submit to the City Engineer, City Attorney and City Treasurer, a listing of all the accounts and amounts that are sixty (60) and ninety (90) days delinquent. On accounts that are more than ninety (90) days delinquent, the City Attorney is authorized to record a lien against the properties, if the provisions of this chapter have been complied with, and/or the City Attorney or City Treasurer is authorized to send the accounts to a Collection Agency, as approved by the City.

If an account is more than ninety (90) days past due, two (2) or more times within any twelve (12) month period of time, the City reserves the right to report the account owner's delinquency to the credit reporting agencies.

The City shall also create a list of all persons that are delinquent more than ninety (90) days.

7-7-19: NOTATION ON MONTHLY BILLING STATEMENTS:

On all monthly utility billing statements the following notation shall appear:

*Interest shall accrue at the rate of 1 1/2%/month (18% annually), which shall be added to any utility bill not paid within ninety (90) days past the due date thereof.*

7-7-20: SECURITY DEPOSIT REQUIRED:

\*Security Deposit: Upon application for service, the City shall require all account owners to pay a refundable deposit to the City in the amount of \$100.00 for each opened utility account. The deposit shall be held for the term of the account and it is non-transferable. Upon closing of an account, the deposit shall be used to pay any balance on the account and the remaining funds will be returned to the account holder.

7-7-21: UNCLAIMED DEPOSITS:

All deposits held, pursuant to this Chapter, by the City of Kuna, where the City of Kuna is unable to locate the account owner or tenant of the property, shall be processed in accordance with state law.

7-7-22: CRIMINAL PENALTIES:

Illegal Connections:

It shall be unlawful for any person to make or cause to be made any connection with the municipal utility system, or to introduce or cause to be introduced water from the municipal potable water system or pressurized irrigation system into any connection made therewith unless a permit has been first duly issued for such purpose by the building inspection in compliance and conformity with the provision of this Chapter and the rules and regulations of the City that are now or may hereafter be establish therefor; or to cause a connection to become in noncompliance with the provision of this article and the rules and regulation of the City that are now or may hereafter be established; or to interfere with or injure any hydrant, pipe connection, meter or any property of the municipal water system.

**Illegal restoration:**

It shall be unlawful for any person, who having had the water turned off from a City property being provided municipal utilities service, to turn on, or have another person, turn the municipal water on. Only a City employee may turn on the municipal water after payment in full has been made.

**False Representation:**

It shall be unlawful for any person who is not the legal owner of the real property, receiving or requesting municipal Utility services for such real property, to represent upon an application for utility services or contract that such person is the legal owner of the real property for which utility service is being requested; nor shall a person make any other false representation for the purpose of receiving such services.

A violation of this section shall be considered a misdemeanor punishable by the provisions of KCC 1-4-1.

**7-7-23: 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.

**7-7-24: EFFECTIVE DATE:**

This ordinance shall become effective August 31, 2016.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2016.

CITY COUNCIL OF THE CITY OF KUNA  
Ada County, Idaho

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

**ORDINANCE NO. 2016-09A**

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING ORDINANCE NO. 2016-09- THE KUNA CITY MUNICIPAL UTILITIES SYSTEM BILLING CODE TO MODIFY, RE-NUMBER AND DELETE CERTAIN SECTIONS, SPECIFICALLY: SECTION 7-7-6a ENTITLED “THIRD PARTY BILLING AGENT” TO ALLOW THE CITY TO PROVIDE THE FORM FOR THE THIRD PARTY AGENT; SECTION 7-7-6b ENTITLED “SECONDARY RECIPIENT OF BILLS” TO PROVIDE FOR THE BILLING PROCESS TO BE PERFORMED BY THE CITY WHEN IMPLEMENTED AND THE NOTICING OF THE SHUT OFF WARNING; SECTION 7-7-9 ENTITLED “INDIGENCY ASSISTANCE” TO CLARIFY THAT THE PROGRAM IS AVAILABLE ONLY IF THE FUNDS ARE APPROPRIATED BY THE CITY COUNCIL; SECTION 7-7-12 ENTITLED “LATE FEE” TO PROVIDE THAT THE LATE FEE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY THE LAST DAY OF THE MONTH; SECTION 7-7-14 ENTITLED “ACCOUNT SHUT OFF” TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR SHUTOFFS OF ACCOUNTS PAST DUE SIXTY (60) DAYS; SECTION 7-7-15 ENTITLED “ACCOUNT TURN ON- WATER SERVICE” TO PROVIDE AN EFFECTIVE DATE ON OR AFTER NOVEMBER 16, 2016 FOR ACCOUNT WATER TURN ON SERVICE AND CHARGES INCLUDE ALL CHARGES OR FEES THAT HAVE ACCRUED SINCE THE LAST BILL; SECTION 7-7-16 ENTITLED “NOTICE OF SHUT OFF-WATER SERVICE” TO PROVIDE THAT NOTICE OF SHUT OFF MAY BE TRANSMITTED BY ELECTRONIC DELIVERY OR AUTOMATED DIALER IN LIEU OF POSTING ON THE PROPERTY; SECTION 7-7-17 ENTITLED “PAYMENT ARRANGEMENTS” TO PROVIDE THAT THE LATE FEE SHALL BE SUSPENDED IF THE PAYMENT AGREEMENT IS COMPLIED WITH OR IMPOSED IF IT IS NOT COMPLIED WITH; SECTION 7-7-18 ENTITLED “HARDSHIP ARRANGEMENTS” TO ALLOW THE CITY TO PROVIDE THE FORM FOR HARDSHIP REQUEST AND FOR THE SUSPENSION OF ANY LATE FEES IF THE PAYMENT AGREEMENT IS COMPLIED WITH; ADDING SECTION 7-7-13 ENTITLED “ACCOUNT SHUT OFF WARNING” TO ADD A SECTION TO PROVIDE FOR A SHUT OFF WARNING; AND CHANGING THE EFFECTIVE DATE TO AUGUST 31, 2016.

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

**Section 1:** That Title 7, Chapter 7, Kuna City Code, be and the same is hereby amended as follows:

CHAPTER 7

**CITY MUNICIPAL UTILITIES BILLING CODE**

SECTION :

- 7-7-1: Short Title and Purpose
- 7-7-2: Definitions
  - City's Municipal Utilities
- 7-7-3: Applicability
- 7-7-4: Powers and Authority of City
- 7-7-5: Application for Utility Services
- 7-7-6: Contents of Application
  - 7-7-6a: Third Party Billing Agent
  - 7-7-6b: Secondary Recipient for Utility Bill
  - 7-7-6c: Lien for Non-payment of Bills
- 7-7-7: City Pressurized Irrigation System Payments
- 7-7-8: Senior Discount
- 7-7-9: Indigency Discount
- 7-7-10: Payment Due Date
- 7-7-11: Delinquent Accounts
- 7-7-12: Late Fee
- 7-7-13: Account Shut Off Warning
- 7-7-14: Account Shut Off-Water Service
- 7-7-15: Account Turn On-Water Service
- 7-7-16: Notice of Shut Off- Water Service
- 7-7-17: Non-payment of Account
- 7-7-18: Collection of Aged Accounts
- 7-7-19: Notation on Monthly Billing
- 7-7-20: Security Deposits Required
- 7-7-21: Unclaimed Deposits
- 7-7-22: Criminal Penalties
- 7-7-23: Severability
- 7-7-24: Effective Date

7-7-1: SHORT TITLE AND PURPOSE:

This chapter shall be known as the *CITY MUNICIPAL UTILITIES BILLING CODE*, and is enacted to provide for the health, safety and welfare of the people of Kuna, Idaho.

7-7-2: DEFINITIONS:

CITY'S MUNICIPAL UTILITIES:

The *Municipal Potable Water System*- that portion of the City's potable water system line upstream from the valve box, inclusive of the City water main and fittings, water service the corporation stop, valve box, meter and meter yoke, as further defined in KCC, Title 7, Chapter 5. The portion of the water service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the waterline downstream from the City's meter.

*Municipal Sanitary Sewer system*- that portion of the City sewer system line inclusive of the City's sewer main and fittings, as further defined in KCC Title 7, Chapter 6. The portion of the sewer service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way.

*Municipal Pressurized Irrigation system*- that portion of the City's pressurized irrigation system line upstream from the valve box, inclusive of the City pressurize irrigation main and fittings, pressurized irrigation service corporation stop, valve box, as further defined in KCC Title 7, Chapter 8. The portion of the pressurized irrigation service referenced is owned and maintained by the City and will usually be installed within the limits of the public right of way or utility easement. The City is not responsible for the maintenance or repair of the pressurized irrigation service line downstream from the valve box.

The three (3) systems may be referred to as the City's municipal utilities.

7-7-3:           **APPLICABILITY:**

The provisions of the Chapter apply to all property located within the corporate limits of the City, and special users outside the corporate limits of the City.

7-7-4:           **POWERS AND AUTHORITY OF CITY:**

The City shall be permitted to, at reasonable hours of the day or at any time an emergency exists, enter all properties, premises or buildings to which municipal water or sewer is furnished for the purpose of testing or for any other purpose necessary for the proper administration of the City's municipal utilities in accordance with this Chapter.

The City shall be permitted to enter all private properties through which the City holds an easement for the purpose of, but not limited to, inspection, observation, repair, and maintenance of any portion of the City's municipal utilities located within said easements.

7-7-5:           **APPLICATION FOR UTILITY SERVICES:**

An application shall be required for all new accounts for all property owners or entities receiving City municipal utilities as provided for by this Chapter, or for those accounts to be updated as determined necessary by the City Utility Billing department.

The application shall be provided to the new account owner at the Title Company where the purchase is to close, and the application shall be completed prior to or at the time of closing. At closing, the Title Company shall provide via electronic transmission, a copy of the Deed and the completed application.

7-7-6:           **CONTENTS OF APPLICATION:**

The application for City municipal utilities service shall contain the name of the real property owner (account owner) and any agent of the property owner (property management company); the physical address of the real property; complete mailing address for billing statements; e-mail address; alternate address and phone number; the day time and evening telephone numbers; and if the real property is owner occupied or a rental unit.

The application shall also contain a contract that includes a provision executed by the owner of the real property or the legally authorized agent, agreeing to: pay for the utility service applied for, at the rate, at the times, and in the manner specified in this title; that the City is acknowledged by him/her to reserve the right to charge and collect such rates; to impose and enforce the penalties provided for in this title; to change the rate at any time without notice to the user; and to install such meters or other devices as may be necessary to control and measure the utility service supplied. Said contract shall also specifically provide that the City shall not be held responsible for any damage by water or otherwise resulting from failure of the plumbing or appliances on the premises supplied with water, nor for any damage caused by the interruption or failure of such supply, nor shall such failure or interruption be held to constitute a breach of contract on the part of the City, nor in any way release the user from the performance of all of his/her obligations as therein set forth. No application for utility service shall be granted, or if inadvertently granted, shall be continued, until the contract(s) as provided for herein have been properly executed.

**New Construction:** For utility service for new construction, the application shall include the location, type of building, and uses therein, the purpose for which the services are to be used, number of persons to be supplied or other indication for probable consumption, the number of EDUs, as calculated by City staff. As part of the application process, the applicant shall furnish a set of floor plans showing all water and sewer uses and, where permissible, a site plan if the water is to be used for irrigation. If the application is approved, the public works department may authorize the extension, at the expense of the applicant, and at no expense to the City, the service pipe and meter tile, meter yoke, meter tile lid, curb stop and any other fittings that are necessary to install service to the inside line of the curb or back edge of sidewalk at the point for supplying the applicant.

**Existing Water Service:** For utility service for a property that has previous utility service, if the property is sold or otherwise transferred, the new owner of the property shall make application to the City Utility Billing department and shall execute all forms and other documents required by the City in order to receive service. Until the property transfers to the new owner, the then current account holder shall remain responsible for all accrued charges.

7-7-6a:           **THIRD PARTY BILLING AGENT:**

An account owner may appoint an agent (property management company) to receive billings on the form provided by the City. The contract appointing the agent shall require that the signature of the account owner of the property is subscribed and sworn.

7-7-6b: SECONDARY RECIPIENT OF BILLS:

If the property is to be non-owner occupied, the appointed agent and the tenant may receive a duplicate of the bill for City utility services by email address, as set up by the account owner through the City's online bill processing system, when available. In the event ~~the such an~~ account becomes delinquent, the City Utility Billing Department shall ~~send and/or~~ transmit a ~~notice shut off warning that is~~ printed on the next utility billing statement and/or by separate notice transmitted to both the account owner, ~~and~~ the third party billing recipient and tenant at the email addresses as set up by the account owner in the secondary recipient of bills, as provided for in KCC 7-7-6b contained in the agreements as provided by the applicant. The third party billing agreement shall also provide that the owner of the real property remains financially responsible for charges assessed to the account, and further, that all unpaid charges together with fees, costs and interest, shall constitute a lien against the real property, as provided for in this chapter.

The City shall have the right to request from each account owner the current account information, including name of property owner, if the property is owner occupied or a rental, billing address, telephone number and email address.

7-7-6c: LIEN:

The application shall also contain a contract provision providing that the owner of the property contracting with the City expressly gives consent to the placement of a lien upon the property in the event charges for utility services become delinquent and unpaid and said lien shall be recorded with the Ada County Recorder's Office. The contract shall require that the signature of the account owner of the property is subscribed and sworn. The lien shall be for the total amount due, plus interest and an administrative fee, as set by resolution of the City Council, to reimburse the City its administrative expenses.

7-7-7: CITY PRESSURIZED IRRIGATION SYSTEM PAYMENTS:

All account owners agree that the City may pro rate the municipal irrigation assessment on the monthly bill in nine (9) equal payments with the first payment being billed in October and the last payment being billed in June. If a new account is established after October, then the new account owner shall pay any past month(s), so his/her account is then current. In addition, the account holder agrees that if their property is part of a subdivision that has HOA common lot or lots that receive a separate municipal irrigation assessment, the account owner agrees to pay a fractional share of the HOA assessment if the HOA association fails to pay the same before May 31st.

7-7-8: ACCOUNT DISCOUNT:

All account owners who 1) reside at the property as the primary residents, and 2) have reached the age of sixty-five (65) years of age; may receive a discount off the potable water and trash portion of the bill as established by resolution of the City Council.

7-7-9: INDIGENCY ~~DISCOUNT~~ ASSISTANCE:

If an account owner or tenant is experiencing a financial hardship where he/she unable to pay their bill in full, may ~~make application for assistance~~ ~~apply for a partial or full payment~~ from the City's indigency fund if funds have been appropriated by City Council, in an amount assistance to be determined by the City Council during a closed hearing.

7-7-10: PAYMENT DUE DATE:

On or about the 1<sup>st</sup> day of each month, the utility billing department shall cause to be mailed or transmitted to each utility account owner, a statement of the amount due for water, sewer, irrigation, trash collection, and other charges for the preceding month; said amount is due and payable to the utility billing department on or before the fifteenth (15th) day of each month.

7-7-11: DELINQUENT ACCOUNTS:

All utility bills are considered delinquent if not paid to the City before the 16<sup>th</sup> day of each month.

7-7-12: LATE FEE:

If the utility bill is not paid in full by the fifteenth (15<sup>th</sup>) day of ~~22<sup>nd</sup>~~ ~~of each the~~ month following the bill's original due date, the City shall charge a late fee of fifteen dollars (\$15.00) for each account with a balance greater than fifteen dollars (\$15.00). This late fee shall be added to the city utility ~~bill~~ account.

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7-7-13: ACCOUNT SHUT OFF WARNING:

If the account becomes more than thirty (30) days delinquent, the City Utility Billing Department shall transmit a shut off warning that is printed on the next utility billing statement and/or by separate notice to be transmitted to the email address as set up by the account owner.

7-7-14: ACCOUNT SHUT OFF-WATER SERVICE:

Effective ~~thirty (30) days after the effective date of this Ordinance on and after November 16, 2016~~, if a City utility account is two (2) billing cycles delinquent ~~sixty (60) days~~ past original due date the water will be shut off on the following Tuesday.

7-7-15: ACCOUNT TURN ON-WATER SERVICE:

Effective on and after November 16, 2016, ~~ww~~hen water has been turned off because of non-payment of the City utility account, the water shall not be turned on until the account

is paid in full, including any charges or fees that may have accrued since the last bill, plus the administrative fee of fifty dollars (\$50.00) to the City's utility billing office. Upon receipt of payment, the City's Utility Billing Department will contact the appropriate department to turn the water on. The services shall be turned on within twenty-four (24) hours of receipt of payment excluding weekends and holidays.

7-7-16: NOTICE OF SHUT OFF-WATER SERVICE:

If an account has been shutoff for non-payment pursuant to the terms of this Chapter, the City shall place a shut-off notice on the door knob, latch or other conspicuous location at the serviced premises notice that the utility service has been shutoff or if an account is set up for electronic delivery of emails and/or automated dialer service, the shut-off notice may be transmitted by these methods in lieu of posting the notice on the property. -

~~7-7-17: PAYMENT ARRANGEMENTS:~~

~~If, prior to the 16<sup>th</sup> of the month, the account owner or tenant is unable to make payment in full when due, he/she shall contact the City Utility Billing Clerk and make payment arrangements. All payment arrangements must be for an extension period less than thirty (30) days of the original due date.~~

~~Any failure to make a payment as per the agreement shall result in immediate shut off of the water and the city will no longer accept payment arrangements to be made on account.~~

~~7-7-18: HARDSHIP ARRANGEMENTS:~~

~~If, prior to the 16<sup>th</sup> of the month, an account owner or tenant is unable to make payment in full when due, said person shall contact the City Utility Billing Clerk and make payment arrangements for a hardship payment plan, which shall be in writing in the form of a promissory note, signed by the account owner and/or appointed agent and tenant (if property is a rental) and the authorized designee from the City.~~

~~In no event shall a hardship payment plan agreement provide a payment term of greater than sixty (60) days past the original due.~~

~~Any failure to make a payment as per the agreement shall result in shut off of the water, imposition of late fees and interest, and the city will no longer accept hardship or payment plan arrangements to be made on account.~~

~~A person is limited to one (1) hardship agreement for each calendar year, and is only eligible if the account owner has not received a shut off notice in the preceding twelve (12) months.~~

7-7-179: NONPAYMENT OF ACCOUNT:

Nothing in this chapter shall be construed as modifying or repealing the right or obligation of the City to discontinue water service for nonpayment of trash and municipal utility charges.

| 7-7-~~1820~~: COLLECTION OF AGED ACCOUNT:

On a monthly basis, the City Billing Clerk shall submit to the City Engineer, City Attorney and City Treasurer, a listing of all the accounts and amounts that are sixty (60) and ninety (90) days delinquent. On accounts that are more than ninety (90) days delinquent, the City Attorney is authorized to record a lien against the properties, if the provisions of this chapter have been complied with, and/or the City Attorney or City Treasurer is authorized to send the accounts to a Collection Agency, as approved by the City.

If an account is more than ninety (90) days past due, two (2) or more times within any twelve (12) month period of time, the City reserves the right to report the account owner's delinquency to the credit reporting agencies.

The City shall also create a list of all persons that are delinquent more than ninety (90) days.

| 7-7-~~1924~~: NOTATION ON MONTHLY BILLING STATEMENTS:

On all monthly utility billing statements the following notation shall appear:

*Interest shall accrue at the rate of 1 1/2%/month (18% annually), which shall be added to any utility bill not paid within ninety (90)days past the due date thereof.*

| 7-7-~~2022~~: SECURITY DEPOSIT REQUIRED:

\*Security Deposit: Upon application for service, the City shall require all account owners to pay a refundable deposit to the City in the amount of \$100.00 for each opened utility account. The deposit shall be held for the term of the account and it is non-transferable. Upon closing of an account, the deposit shall be used to pay any balance on the account and the remaining funds will be returned to the account holder.

| 7-7-~~213~~: UNCLAIMED DEPOSITS:

All deposits held, pursuant to this Chapter, by the City of Kuna, where the City of Kuna is unable to locate the account owner or tenant of the property, shall be processed in accordance with state law.

| 7-7-~~224~~: CRIMINAL PENALTIES:

Illegal Connections:

It shall be unlawful for any person to make or cause to be made any connection with the municipal utility system, or to introduce or cause to be introduced water from the municipal potable water system or pressurized irrigation system into any connection made therewith unless a permit has been first duly issued for such purpose by the building inspection in compliance and conformity with the provision of this Chapter and the rules and regulations of the City that are now or may hereafter be establish therefor; or to cause a connection to become in noncompliance with the provision of this article and the rules and regulation of the City that are now or may hereafter be established; or to interfere with or injure any hydrant, pipe connection, meter or any property of the municipal water system.

Illegal restoration:

It shall be unlawful for any person, who having had the water turned off from a City property being provided municipal utilities service, to turn on, or have another person, turn the municipal water on. Only a City employee may turn on the municipal water after payment in full has been made.

False Representation:

It shall be unlawful for any person who is not the legal owner of the real property, receiving or requesting municipal Utility services for such real property, to represent upon an application for utility services or contract that such person is the legal owner of the real property for which utility service is being requested; nor shall a person make any other false representation for the purpose of receiving such services.

A violation of this section shall be considered a misdemeanor punishable by the provisions of KCC 1-4-1.

| 7-7-235: 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.

| 7-7-246: EFFECTIVE DATE:

| This ordinance shall become effective ~~July-August~~ 31, 2016.

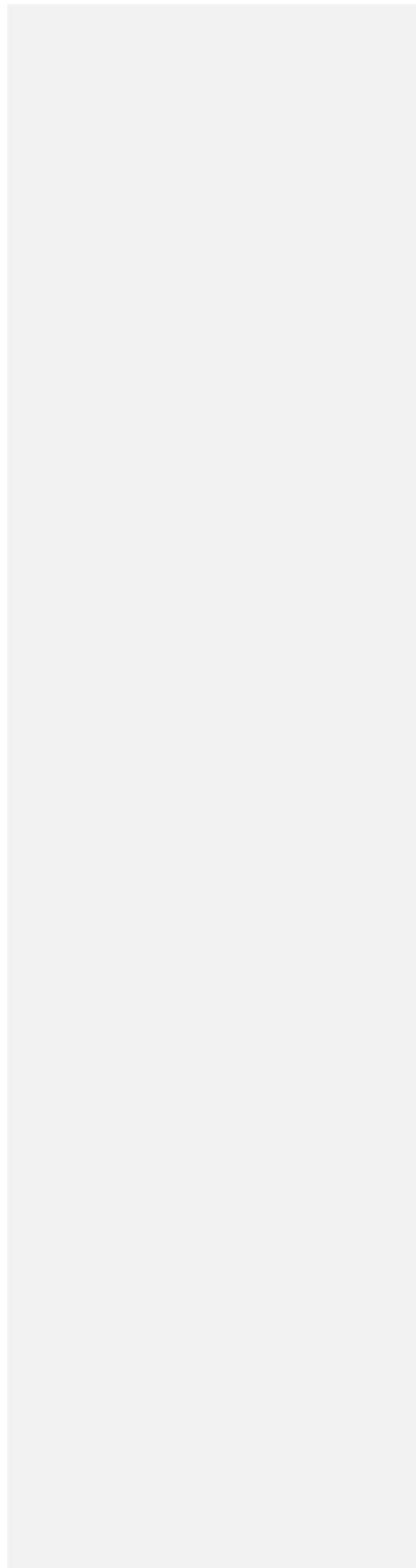
ADOPTED this \_\_\_ day of \_\_\_\_\_, 2016.

CITY COUNCIL OF THE CITY OF KUNA  
Ada County, Idaho

\_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

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



## ORDINANCE NO. 2016-11

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING THE CITY OF KUNA, IDAHO'S BUSINESS LICENSING CODE TO CLARIFY THAT IT APPLIES TO A COMMERCIAL BUSINESS OR HOME OCCUPATION OPERATING WITHIN THE CITY LIMITS; STRIKING THE EXCEPTIONS TO LICENSE REQUIREMENT; PROVIDING THAT THE CLERK OR DESIGNEE MAY ISSUE THE LICENSE; STRIKING THE FEE AMOUNT AND PROVIDING THAT THE FEE SHALL BE SET BY RESOLUTION OF THE CITY COUNCIL; PROVIDING THAT LICENSE FEES SHALL BE PAID IN FULL; PROVIDING THE APPLICATION FOR LICENSE SHALL BE SUBMITTED TO THE CLERK AND PAID IN FULL; PROVIDING FOR SUSPENSION OF LICENSES; PROVIDING A LICENSE SHALL BE VALID FOR A DURATION OF TWELVE (12) MONTHS; PROVIDING THAT FAILURE TO PROCURE A LICENSE SHALL BE PUNISHABLE AS AN INFRACTION IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH VIOLATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That Title 3, Chapter 4, Kuna City Code, be and the same is hereby amended as follows:

## CHAPTER 4 - GENERAL LICENSE PROVISIONS

## SECTION:

## 3-4-1: - LICENSE REQUIRED:

No person shall operate, conduct or engage in any trade, business, profession or vocation as a commercial business or home occupation business within the city without first having obtained a license from the city clerk or designee. Such license shall be issued upon payment of the fees and upon the applicant's compliance with the applicable provisions of this title. All licenses shall be a personal privilege of the holder thereof and except as expressly provided herein shall become void if the holder shall cease to personally supervise, conduct and operate the trade or business for which such license has been issued. No license fee or any part thereof shall be refunded even though the licensee may fail to operate for the period named therein or any portion of such period.

## 3-4-2: - FORM OF LICENSE:

The city clerk or designee shall prepare a license to be displayed by the business. Each license shall specify the, business name, expiration date and the principal place of business of the licensee.

### 3-4-3: - LICENSE FEES PAYABLE IN ADVANCE:

License fees are nonrefundable and shall be paid to the city clerk. The uniform charge for each license shall be set by resolution.

Applications submitted for new businesses shall pay in advance the full license and expire twelve months from the month of application.

Applications for renewal of an existing business shall pay in advance the full renewal license fee regardless of the month renewed.

### 3-4-4: - APPLICATION FOR LICENSE:

Any person desiring to obtain any of the licenses provided for in this chapter shall first make written application under oath to the city clerk, acting on behalf of the city council, on a form provided by the city clerk. Completed applications shall be submitted to the city clerk. The clerk shall not accept any applications which are not complete. An application shall be deemed submitted when it has been accepted by the city clerk.

### 3-4-5: - APPROVAL OF LICENSE:

Except as otherwise provided in this chapter, all license applications shall be presented to the city clerk for approval. The city clerk, after due consideration of the application, shall either grant or deny the same. The city clerk may deny the application upon finding that the applicant does not meet one (1) or more of the qualifications of this chapter, or that applicant's conduct of business will violate any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho.

### 3-4-6: - LICENSE NONTRANSFERABLE, NONPORTABLE:

Except as specifically provided by this Code or by state law, no license granted or issued by the city shall in any manner be assigned or transferred to any person other than the holder thereof, nor shall it authorize any person other than is mentioned or named therein to conduct such business, nor shall it authorize any other business than is therein mentioned or named to be done or transacted. Additionally, a city license is only valid for the location requested.

### 3-4-7: - SEPARATE LICENSE REQUIRED:

### 3-4-8: - SUSPENSION OR REVOCATION OF LICENSES:

A license granted under the provisions of this chapter may be suspended or revoked at any time by the city council for failure to comply with the applicable provisions of this chapter or for failure to comply with any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho. License fees are not refundable for suspension or revocation of licenses.

### 3-4-9: - DURATION OF LICENSE:

All licenses issued under this chapter shall be valid for a maximum of one (1) year. Each new license shall expire at 12:00 midnight, on the last day of the month, twelve months from the

month of original issue. Each renewed license shall expire at 12:00 midnight, on the last day of the month, on the original assigned expiration month. No grace period is provided.

Any license that is not renewed by the expiration date, a new license with corresponding fees and approvals is required.

The city clerk has the authority to set the original expiration date to coincide with other city required licensing including but not limited to alcohol licensing.

3-4-10: - FAILURE TO PROCURE LICENSE:

Any person that shall operate, conduct or engage in any trade, business, profession or vocation for which a license is required without first procuring such a license from the city clerk shall be deemed in violation. In addition to suspension or revocation of a license, violations of any of the provisions of this Code, are misdemeanor criminal offenses and may subject the violator to criminal prosecution and the potential penalties provided for in section 1-4-1 of this Code.

3-4-11: - 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.

3-4-12: EFFECTIVE DATE:

This ordinance shall become effective upon after its public hearing, passage and publication.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2016.

CITY COUNCIL OF THE CITY OF KUNA  
Ada County, Idaho

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

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

## CHAPTER 4 - GENERAL LICENSE PROVISIONS

## SECTION:

## 3-4-1: - LICENSE REQUIRED:

No person shall operate, conduct or engage in any trade, business, profession or vocation as a commercial business or home occupation business within the city without first having obtained a license ~~therefor~~ from the ~~director or~~ city clerk or designee. Such license shall be issued upon payment of the fees ~~hereinafter specified~~ and upon the applicant's compliance with the applicable provisions of this title. All licenses shall be a personal privilege of the holder thereof and except as expressly provided herein shall become void if the holder shall cease to personally supervise, conduct and operate the trade or business for which such license has been issued. No license fee or any part thereof shall be refunded even though the licensee may fail to operate for the period named therein or any portion of such period.

~~3-4-2: - EXCEPTION TO LICENSE REQUIREMENT:~~

~~No license shall be required under this chapter for any person who is engaged in any trade, business, profession or vocation on the effective date hereof.~~

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3-4-~~32~~: - FORM OF LICENSE:

The ~~director or~~ city clerk or designee shall prepare a ~~form of~~ license to be ~~used for the various business licenses displayed by the business~~. Each license shall specify the ~~holder's name, the type of business licensed~~ business name, expiration date and the principal place of business of the licensee.

3-4-~~43~~: - LICENSE FEES PAYABLE IN ADVANCE:

License fees are nonrefundable and shall be paid ~~in advance~~ to the ~~director or the~~ city clerk. The uniform charge for each license shall be ~~two dollars fifty cents (\$2.50)~~ set by resolution.

Applications submitted for new businesses shall pay in advance the full license and expire twelve months from the month of application.

Applications for renewal of an existing business shall pay in advance the full renewal license fee regardless of the month renewed.

3-4-~~54~~: - APPLICATION FOR LICENSE:

Any person desiring to obtain any of the licenses provided for in this chapter shall first make written application under oath to the city clerk, acting on behalf of the city council, on a form provided by the city clerk. Completed applications shall be submitted to the city clerk. The clerk shall not accept any applications which are not complete. An application shall be deemed submitted when it has been accepted by the city clerk.

3-4-~~65~~: - APPROVAL OF LICENSE:

Except as otherwise provided in this chapter, all license applications shall be presented to the city clerk for approval. The city clerk, after due consideration of the application, shall either grant or deny the same. The city clerk may deny the application upon finding that the applicant does not meet one (1) or more of the qualifications of this chapter, or that applicant's conduct of business will violate any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho.

3-4-~~76~~: - LICENSE NONTRANSFERABLE, NONPORTABLE:

Except as specifically provided by this Code or by state law, no license granted or issued by the city shall in any manner be assigned or transferred to any person other than the holder thereof, nor shall it authorize any person other than is mentioned or named therein to conduct such business, nor shall it authorize any other business than is therein mentioned or named to be done or transacted. Additionally, a city license is only valid for the location requested.

3-4-~~87~~: - SEPARATE LICENSE REQUIRED:

3-4-~~98~~: - SUSPENSION OR REVOCATION OF LICENSES:

A license granted under the provisions of this chapter may be suspended or revoked at any time by the city council for failure to comply with the applicable provisions of this chapter or for failure to comply with any provision of the building code, fire code, zoning regulations, health code or any other applicable ordinance or statute of the city, county or State of Idaho. License fees are not refundable for suspension or revocation of licenses.

3-4-~~109~~: - DURATION OF LICENSE:

All licenses issued under this chapter shall be valid for a maximum of one (1) year. Each new license shall expire at 12:00 midnight, on the last day of the month, twelve months from the month of original issue. Each renewed license shall expire at 12:00 midnight, on the last day of the month, on the original assigned expiration month. No grace period is provided.

Any license that is not renewed by the expiration date, a new license with corresponding fees and approvals is required.

The city clerk has the authority to set the original expiration date to coincide with other city required licensing including but not limited to alcohol licensing.

~~Except as provided herein and providing that licensee remains in full compliance with the provisions of this chapter, all licenses shall continue in full force and effect from year to year.~~

3-4-~~110~~: - FAILURE TO PROCURE LICENSE:

Any person that shall operate, conduct or engage in any trade, business, profession or vocation for which a license is required without first procuring such a license from ~~the director or~~ the city clerk shall be deemed in violation ~~hereof and the violation shall be punishable as a misdemeanor. Each day that such violation occurs shall be deemed a separate offense. In addition to suspension or revocation of a license, violations of any of the provisions of this Code, are misdemeanor criminal offenses and may subject the violator to criminal prosecution and the potential penalties provided for in section 1-4-1 of this Code.~~

3-4-~~1211~~: - 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.