



CITY OF KUNA

P. O. BOX 13
KUNA, ID 83634

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

February 5, 2013

7:00 P.M. REGULAR CITY COUNCIL MEETING

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

CITY OFFICIALS

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

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

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

**CITY OF KUNA
REGULAR COUNCIL MEETING
AGENDA
TUESDAY, FEBRUARY 5, 2013
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

7:00 P.M. REGULAR COUNCIL MEETING

Call to Order and Roll Call

Invocation: Karen Puckett, United Methodist Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda:

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

A. City Council Meeting Minutes:

1. Minutes of January 15, 2013

B. Accounts Payable Dated February 5, 2013 in the Amount of \$156,549.09

C. Alcohol Licenses: None

D. Resolutions: None

E. Findings of Facts and Conclusions of Law: None

2. Citizen's Reports or Requests:

3. Old Business:

A. Mobile Vendor Discussion Regarding Private Property – Richard Roats, City Attorney

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

A. **12-03-AN / 12-03-DA – Joseph Guido Annexation and Development Agreement**

Request: The applicant requests to annex a 2-acre parcel located at 4000 W. Columbia Road from the County into the City Limits of Kuna. There is an accompanying

development agreement to guide possible future development with this request. The applicant and the owner are not planning for development at this time.

5. New Business:

A. Discussion on Revising Utility Billing Procedures – Richard Roats, City Attorney

6. Ordinances:

A. *Second Reading of Ordinance No. 2013-03 Special Events*

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

7. Mayor/Council Discussion Items:

8. Announcements:

9. Executive Session:

A. Adjourn to Executive Session Pursuant to Idaho Code 67-2345(b) for the Purpose of Discussing Personnel

10. Adjournment:

**CITY OF KUNA
REGULAR COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 15, 2013
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

7:00 P.M. REGULAR COUNCIL MEETING

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

CITY STAFF PRESENT: Richard Roats, City Attorney
Gordon Law, City Engineer
Wendy Howell, P & Z Director
Royce Davis, Waste Water Superintendent
Bobby Withrow, Parks Supervisor
Brenda Bingham, City Clerk

Call to Order and Roll Call

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

A special welcome was given to Boy Scout Troops 184 and 812 who were in attendance for the purpose of earning their Citizenship in the Community merit badge.

Invocation: Marcus Omdahl, New Beginnings Christian Church

Pledge of Allegiance: Mayor Nelson

Amend Agenda (Timestamp 00:02:35)

Amend the agenda originally posted on January 11, 2013 to include the following:

Consent Agenda 1G: Approve \$30 Expense for Articles of Incorporation for the Kuna High Desert Community Gardens and Spaces Partnership

Staff was notified of the request on Monday, January 14, 2013.

Council Member Stear moved to amend the agenda to include Consent Agenda 1G to approve a \$30 expense for Articles of Incorporation for the Kuna High Desert Community Gardens and Spaces Partnership. Council Member Buban-Vonder Haar asked to move it to

New Business so more information and discussion could take place. Council Member Stear moved to amend his motion to place it under New Business. Seconded by Council Member Buban-Vonder Haar, all voting aye.

Motion carried 4-0.

Special Presentation: Kuna Downtown Corridor Plan – Mitchell Jaurena, ACHD Commissioner Subdistrict 4 (*Timestamp 00:03:45*)

Ada County Highway District (ACHD) Commissioner Mitch Jaurena explained Jeff Lowe (ACHD) has been in Washington D.C. presenting the plan to the Transportation Research Board as a model program. The Transportation Research Board has recognized the Kuna Downtown Corridor Study as one of the superior studies in the nation. The plan was recognized for its citizen and community involvement. Mr. Jaurena expressed appreciation to the Council and citizens of Kuna for their involvement to make the plan what it is and what has become a model plan that will aid the community in future development.

Mr. Jaurena also reported that programs are being prioritized and the railroad overpass project is being scoped in preparation for a study that will include public involvement.

Information is being posted in the Kuna Melba News on how to get windshields repaired from rock chips caused by the failed seal coat project on Meridian Road (Highway 69).

1. Consent Agenda: (*Timestamp 00:12:28*)

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

A. City Council Meeting Minutes:

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

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

C. Alcohol Licenses: None

D. Resolutions: None

E. Findings of Facts and Conclusions of Law: None

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

A correction to the spelling of Nicholson will be made in the minutes and the total for the Payment Approval Report was changed from \$313,695.71 to \$312,278.34.

Council Member Buban-Vonder Haar moved to approve the Consent Agenda. Seconded by Council Member Hoiland, all voting aye. Motion carried 4-0.

2. Citizen's Reports or Requests: (Timestamp 00:18:23)

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

Council Member Buban-Vonder Haar moved to approve the fee waiver request for use of the band shell at Bernie Fisher Park for Vacation Bible School the beginning of June. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

- B. Discussion on Prioritization of Kuna Projects in Relation to Kuna Park and Ride – Ryan Head, Ada County Highway District (ACHD) Transportation Funding Coordinator (Timestamp 00:21:59)

Justin Lucas, ACHD, 3775 Adams Street, Garden City, Idaho, explained he is filling in for Ryan Head.

In March of 2011 there was money earmarked for a park and ride but the ACHD Commission decided not to move forward with it due to lack of time and resolution on the site.

At the request of the City Council, a site on 2nd Street was discussed as an option. A feasibility study was performed but concern was noted due to the drainage issues in the area. Options to maintain the water were presented with a pond in the landscape or the use of permeable pavement. A Special Use Permit would also be required.

Another site located on Deer Flat was also discussed for a park and ride.

The Council will be able to prioritize projects through the ACHD annual process to determine the level of priority for the park and ride project.

3. Old Business:

- A. Approval of Resolution R47-2012 Authorizing the Mayor to Execute the Agreement With DataTel Communications to Provide Annual Maintenance for the City of Kuna's Phone System and Approval of Annual Maintenance Fee for December 1, 2012 – November 30, 2013 – Richard Roats, City Attorney (Timestamp 00:44:17)

Council Member Buban-Vonder Haar moved to approve Resolution R47-2012. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

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

Amended Agenda Item: (Timestamp 00:47:01)

Approve \$30 Expense for Articles of Incorporation for the Kuna High Desert Community Gardens and Spaces Partnership

Council Member Buban-Vonder Haar moved to approve the \$30 expense for Articles of Incorporation for the Kuna High Desert Community Gardens and Spaces Partnership. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

- A. Financial Results of Operations Through December 31, 2012 – John Marsh, City Treasurer (Timestamp 00:54:17)

John Marsh presented totals for each of the city funds as of December 31, 2012 with a net grand total reflecting expenditures are greater than revenues by \$73,772 after the LID expenses are removed. The total combined cash as of December 31, 2012 is \$4,799,339.

- B. Approve Resolution R1-2013 Establishing 2013 Kuna Municipal Irrigation District (KMID) Irrigation Assessments and Accept Assessment Roll (Timestamp 01:00:41)

Gordon Law, City Attorney, explained this is an annual process that is performed every January in preparation for the February billing of irrigation assessments. It is a statutory process established in the Idaho State Code for cities in order to have the privilege of pooling irrigation water and then delivering it to their citizens. All the steps listed below are included in the resolution:

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

The Idaho Code requires a Board of Correction (BOC) is convened on or before March 20th of each year. The Mayor and Council are designated as the Board. The proposed resolution sets March 19, 2013 at 5:30 p.m. as the BOC meeting to hear objections to individual assessments and make appropriate corrections.

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

**It was noted two ordinances on the agenda, items 6F and 6G, amending the city code should be considered before action on Resolution R1-2013 takes place.*

Council Member Stear moved to table Resolution R1-2013 until after consideration of agenda items 6F and 6G (Ordinances 2013-05 and 2013-06). Seconded by Council Member Hoiland, all voting aye. Motion carried 4-0.

(A 5 minute recess took place at 8:50 p.m.)

6F. First Reading of Ordinance No. 2013-05 Municipal Irrigation System

(Timestamp 01:48:32)

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

An Ordinance Adopting the City of Kuna Municipal Irrigation System Regulations; Providing for Authority; Providing for Application for Service; Providing for Annual Irrigation Assessments; Authorizing Pooling of Water Rights; Providing for Irrigation System Connection Fees; Providing for Irrigation Service Re-Connection Fees; Providing for Annual Irrigation Assessments Providing for Access to Land Receiving Irrigation Water; Restricting Users Outside City Limits Regarding Irrigation Water; Providing for Miscellaneous Regulations and Requirements; Providing for Penalties; Providing Fees for Pressure Irrigation (Pi) System Extensions; Providing for a Pressure Irrigation Construction Reimbursement Policy; Providing for Connection Permits, Inspections; Providing for a Penalty; Providing for a Severance Clause, and Providing for an Effective Date.

Council Member Buban-Vonder Haar moved to dispense with the full reading and three consecutive readings of Ordinance No. 2013-05. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2013-05 as amended. Seconded by Council Member Stear with the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve a summary publication of Ordinance No. 2013-05. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

6G. First Reading of Ordinance No. 2013-06 Municipal Irrigation/Potable Water System *(Timestamp 02:02:34)*

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

Council Member Stear moved to dispense with the full reading and three consecutive readings of Ordinance No. 2013-06. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

Council Member Stear moved to approve Ordinance No. 2013-06. Seconded by Council Member Buban-Vonder Haar with the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

Council Member Stear moved to approve a summary publication of Ordinance No. 2013-06. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

Council Member Stear moved to place Resolution R1-2013 back on the Council agenda. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Resolution R1-2013 as amended. Seconded by Council Member Hoiland, all voting aye. Motion carried 4-0.

6. Ordinances:

A. First Reading of Ordinance No. 2006-02A Irrigation Annexation – Calico Creek Subdivision No. 2 (Timestamp 02:16:14)

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

An Ordinance Amending Ordinance 2006-02 of the City of Kuna, Idaho, Annexing all of Calico Creek Subdivision No. 2 into the Kuna Municipal Irrigation District from the

Boise~Kuna Irrigation District and Changing the Boundaries Thereof; Declaring Water Rights Appurtenant Thereto are Pooled for Delivery Purposes; Directing that Copies of this Ordinance be Recorded as Provided by Law; and Providing an Effective Date.

Council Member Buban-Vonder Haar moved to dispense with the full reading and three consecutive readings of Ordinance No. 2006-02A. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2006-02A. Seconded by Council President Cardoza with the following roll call vote:
Voting Aye: Council Members Cardoza, Hoiland, Buban-Vonder Haar and Stear
Voting No: None
Absent: None
Motion carried 4-0.**

Council Member Buban-Vonder Haar moved to approve a summary publication of Ordinance No. 2006-02A. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

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

(Timestamp 02:19:26)

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

Council Member Stear moved to dispense with the full reading and three consecutive readings of Ordinance No. 2013-01. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

**Council Member Stear moved to approve Ordinance No. 2013-01. Seconded by Council Member Hoiland with the following roll call vote:
Voting Aye: Council Members Cardoza, Hoiland, Buban-Vonder Haar and Stear
Voting No: None
Absent: None
Motion carried 4-0.**

Council Member Stear moved to approve a summary publication of Ordinance No. 2013-01. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion carried 4-0.

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

Subdivision (Timestamp 02:32:12)

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

Council Member Buban-Vonder Haar moved to dispense with the full reading and three consecutive readings of Ordinance No. 2013-02. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2013-02. Seconded by Council Member Stear with the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve a summary publication of Ordinance No. 2013-02. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

D. First Reading of Ordinance No. 2013-03 Special Events (Timestamp 02:34:08)

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

The Council requested Ordinance No. 2013-03 be placed on the next agenda for a second reading.

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

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

Council Member Buban-Vonder Haar moved to dispense with the full reading and three consecutive readings of Ordinance No. 2013-04. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve Ordinance No. 2013-04. Seconded by Council Member Stear with the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

Council Member Buban-Vonder Haar moved to approve a summary publication of Ordinance No. 2013-04. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.

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

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

An Ordinance Adopting the City of Kuna Municipal Irrigation System Regulations; Providing for Authority; Providing for Application for Service; Providing for Annual Irrigation Assessments; Authorizing Pooling of Water Rights; Providing for Irrigation System Connection Fees; Providing for Irrigation Service Re-Connection Fees; Providing for Annual Irrigation Assessments Providing for Access to Land Receiving Irrigation Water; Restricting Users Outside City Limits Regarding Irrigation Water; Providing for Miscellaneous Regulations and Requirements; Providing for Penalties; Providing Fees for Pressure Irrigation (Pi) System Extensions; Providing for a Pressure Irrigation Construction Reimbursement Policy; Providing for Connection Permits, Inspections; Providing for a Penalty; Providing for a Severance Clause, and Providing for an Effective Date.

***Action on this ordinance took place under agenda item 5B.**

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

Consideration to dispense with full reading and three consecutive readings.

Consideration to approve ordinance.

Consideration to approve a summary publication of the ordinance.

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

***Action on this ordinance took place under agenda item 5B.**

7. Mayor/Council Discussion Items:

Mayor reported on RC& D meeting and monies for a historical project including a kiosk. Fifth graders will help by doing research on the project. Plans are being made to have the project completed in time to dedicate it at the 2014 Kuna Days.

The new Fire Chief will be selected soon. Council Member Stear thanked the Mayor & committee for their help in the selection process.

8. Announcements:

9. Executive Session:

10. Adjournment:

Council Member Stear moved to adjourn the meeting at 9:59 p.m.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

*Minutes prepared by Brenda Bingham
Date Approved: CCM 2/5/13*

An audio recording of this meeting is available at City Hall upon request or it can be accessed at the City of Kuna website www.cityofkuna.com.

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Trodats 5430 date stamp For Clerk's Office	01/04/2013	10.04	.00	01-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Trodats 5430 date stamp, shipping, For Clerk's Office	01/04/2013	8.98	.00	01-6165_OFFICE SUPPLIES	1003	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Trodats 5430 date stamp For Clerk's Office	01/04/2013	14.03	.00	20-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Trodats 5430 date stamp For Clerk's Office	01/04/2013	14.17	.00	21-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Trodats 5430 date stamp For Clerk's Office	01/04/2013	5.21	.00	25-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Reband Trodat 5430 stamp (Brenda)	01/04/2013	5.95	.00	01-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Reband Trodat 5430 stamp (Brenda)	01/04/2013	2.98	.00	01-6165_OFFICE SUPPLIES	1003	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Reband Trodat 5430 stamp (Brenda)	01/04/2013	6.92	.00	20-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Reband Trodat 5430 stamp (Brenda)	01/04/2013	8.23	.00	21-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	Reband Trodat 5430 stamp (Brenda)	01/04/2013	2.87	.00	25-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. BLUE INK FOR STAMPER (BRENDA)	01/04/2013	.87	.00	01-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. BLUE INK FOR STAMPER (BRENDA)	01/04/2013	.44	.00	01-6165_OFFICE SUPPLIES	1003	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. BLUE INK FOR STAMPER (BRENDA)	01/04/2013	1.02	.00	20-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. BLUE INK FOR STAMPER (BRENDA)	01/04/2013	1.21	.00	21-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. BLUE INK FOR STAMPER (BRENDA)	01/04/2013	.42	.00	25-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. RED INK FOR STAMPER (BRENDA)	01/04/2013	.87	.00	01-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. RED INK FOR STAMPER (BRENDA)	01/04/2013	.44	.00	01-6165_OFFICE SUPPLIES	1003	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. RED INK FOR STAMPER (BRENDA)	01/04/2013	1.02	.00	20-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. RED INK FOR STAMPER (BRENDA)	01/04/2013	1.21	.00	21-6165_OFFICE SUPPLIES	0	1/13		
277	ABC STAMP, SIGNS & AWARDS	0444764	64	1 OZ. RED INK FOR STAMPER (BRENDA)	01/04/2013	.42	.00	25-6165_OFFICE SUPPLIES	0	1/13		

Total ABC STAMP, SIGNS & AWARDS:

87.30 .00

Payment Approval Report - City Council Approval
Report dates: 1/25/2013-1/25/2013

City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total ASSOCIATION OF IDAHO CITIES:					25.00	.00	01-6155 MEETINGS/COMMITTEES	0	1/13		
	AUTOZONE, INC.					25.00	.00					
1606	AUTOZONE, INC.	1197457496	91	CAPITOL, JAN '13 - B. BINGHAM ALTERNATOR, TRK #3, JAN '13 - M. NADEAU	01/07/2013	197.74	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	1197457496	91	CORE CREDIT, REMAN ALTERNATOR, TRK #3, SEWER, JAN '13 - M. NADEAU	01/07/2013	-35.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126163578	157	2 EA WIPER BLADES, TRK #18, WATER, JAN '13 - B. BACHMAN	01/08/2013	8.80	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126163630	95	TRK #18, 2PK INTERIOR LIGHT BULBS, JAN '13 - B. BACHMAN	01/08/2013	4.84	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126163692	96	DURALAST BATTERY CABLE, 2 EA. WIPER BLADES, REPLACEMENT, TRK #3, JAN '13 - M. NADEAU	01/08/2013	57.97	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126165060	158	6 EA. WINTER DE-ICER, PRESTONE ANTI-FREEZE, PARKS, JAN '13 - B. BACHMAN	01/10/2013	29.98	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/13		
1606	AUTOZONE, INC.	4126165060	158	6 EA. WINTER DE-ICER, PRESTONE ANTI-FREEZE, WATER, JAN '13 - B. BACHMAN	01/10/2013	35.96	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126165060	158	6 EA. WINTER DE-ICER, PRESTONE ANTI-FREEZE, SEWER, JAN '13 - B. BACHMAN	01/10/2013	35.96	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/13		
1606	AUTOZONE, INC.	4126165060	158	6 EA. WINTER DE-ICER, PRESTONE ANTI-FREEZE, P.I., JAN '13 - B. BACHMAN	01/10/2013	17.98	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	1/13		
	Total AUTOZONE, INC.:					354.23	.00					
	BACKFLOW ASSEMBLY TESTING & SUPPLY LLC					650.00	.00	20-6285 TRAINING & SCHOOLING EXPENSE	0	1/13		
1573	BACKFLOW ASSEMBLY TESTING & SUPPLY LLC	RT021913-2	97	REGIST.FOR R.FORD TO ATTEND BAT&SUPPLY, JAN '13 - R. FORD	01/09/2013	650.00	.00					
	Total BACKFLOW ASSEMBLY TESTING & SUPPLY LLC:					650.00	.00					
	BHS MARKETING, LLC					756.39	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
512	BHS MARKETING, LLC	31384	53	1 TOTE (330 GAL) SODIUM HYPOCHLORITE, DEC '12 - WATER	01/09/2013	756.39	.00					

Payment Approval Report - City Council Approval
Report dates: 1/25/2013-1/25/2013

City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total BHS MARKETING, LLC:												
						756.39	.00					
BRICON, INC.												
1600	BRICON, INC.	7	159	RETAINAGE WELL #10 HOUSE WATER, JAN '13 - G. LAW	01/16/2013	13,871.64	.00	20-6020 CAPITAL IMPROVEMENTS	0	1/13		
Total BRICON, INC.:												
						13,871.64	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	01/2013	160	RE-EXAM FOR CLIV WATER, JAN '13 - C. DEYOUNG	01/25/2013	61.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	1/13		
1091	BUREAU OF OCCUPATIONAL LICENSE	01/2013	161	RE-EXAM FOR CLIII WASTEWATER, JAN '13 - T. SHAFER	01/25/2013	61.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/13		
1091	BUREAU OF OCCUPATIONAL LICENSE	01/2013	162	RE-EXAM CLII WASTEWATER, JAN '13 - C. KNIGHT	01/25/2013	61.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/13		
Total BUREAU OF OCCUPATIONAL LICENSE:												
						183.00	.00					
CENTURYLINK												
62	CENTURYLINK	122512		DECEMBER 2012 - SR CTR	12/25/2012	48.66	.00	01-6255 TELEPHONE	1001	12/12		
62	CENTURYLINK	122512		DECEMBER 2012 - WATER	12/25/2012	51.26	.00	20-6255 TELEPHONE EXPENSE	0	12/12		
62	CENTURYLINK	122512		DECEMBER 2012 - SEWER	12/25/2012	61.00	.00	21-6255 TELEPHONE EXPENSE	0	12/12		
62	CENTURYLINK	122512		DECEMBER 2012 - P.I.	12/25/2012	21.34	.00	25-6255 TELEPHONE EXPENSE	0	12/12		
Total CENTURYLINK:												
						182.26	.00					
DON ASLETT'S CLEANING CENTER												
1334	DON ASLETT'S CLEANING CENTER	0514877200		1 CS ROLL PAPER TOWELS, SR. CTR., JAN '13 - K. RICE	01/10/2013	62.00	.00	01-6025 JANITORIAL	1001	1/13		
1334	DON ASLETT'S CLEANING CENTER	0514877200		1/2 CS (SHARED) ROLL PAPER TOWELS, PARKS, JAN '13 - K. RICE	01/10/2013	31.00	.00	01-6025 JANITORIAL	1004	1/13		
1334	DON ASLETT'S CLEANING CENTER	0514877200		1/2 CS (SHARED) ROLL PAPER TOWELS, WATER, JAN '13 - K. RICE	01/10/2013	31.00	.00	20-6025 JANITORIAL	0	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total DON ASLETT'S CLEANING CENTER:												
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDBOS166804	131	2 EA 3/16X2" ALLEN WRENCHES, JAN '13 - R. DAVIS	01/02/2013	14.16	.00	21-6175 SMALL TOOLS	0	1/13		
1507	FASTENAL COMPANY	IDBOS166816	63	5/16"x18MMx1.5" stainless Steel Bolts, pkg. of 25 For band screener repair in headworks	01/02/2013	8.62	.00	21-6150 MAINT. & REPAIRS- SYSTEM	0	1/13		
1507	FASTENAL COMPANY	IDBOS166858	67	ORGANIC VAPOR ACID GAS, 2 PK. TO CLEAN HEADWORKS, #60926 FILTER, JAN '13 - R. DAVIS	01/04/2013	55.74	.00	21-6150 MAINT. & REPAIRS- SYSTEM	0	1/13		
1507	FASTENAL COMPANY	IDBOS166858	67	1 EA 3M #7503 REUSABLE SILICONE CLEANING FACEPC, LG, JAN '13 - R. DAVIS	01/04/2013	31.37	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	1/13		
Total FASTENAL COMPANY: 109.89 .00												
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	6324	112	4 EA PUMP HEADS FOR WELLS #6, CEDAR, 2 FOR STOCK, TUBE OF GREASE, SHIPPING, JAN '13 - D. CROSSLEY	01/14/2013	378.28	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	1/13		
Total FILTRATION TECHNOLOGY: 378.28 .00												
FLEET SERVICES												
1234	FLEET SERVICES	31661524		VEHICLE FUEL, DECEMBER '12 - PARKS	12/31/2012	241.29	.00	01-6300 FUEL	1004	12/12		
1234	FLEET SERVICES	31661524		VEHICLE FUEL, DECEMBER '12 - BLDG INSP	12/31/2012	224.05	.00	01-6300 FUEL	1005	12/12		
1234	FLEET SERVICES	31661524		VEHICLE FUEL, DECEMBER '12 - WATER	12/31/2012	782.52	.00	20-6300 FUEL	0	12/12		
1234	FLEET SERVICES	31661524		LESS EXCISE TAX, DECEMBER '12 - PARKS	12/31/2012	-13.21	.00	01-6300 FUEL	1004	12/12		
1234	FLEET SERVICES	31661524		LESS EXCISE TAX, DECEMBER '12 - BLDG INSP	12/31/2012	-12.51	.00	01-6300 FUEL	1005	12/12		
1234	FLEET SERVICES	31661524		LESS EXCISE TAX, DECEMBER '12 - WATER	12/31/2012	-43.80	.00	20-6300 FUEL	0	12/12		
Total FLEET SERVICES: 1,178.34 .00												
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	D216293		4 EA CHLORINE COUPLINGS FOR PUMPLINE IN SEWER PLANT, DEC '12 - SEWER	01/04/2013	97.40	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total FLUID CONNECTOR PRODUCTS, INC.:												
						97.40	.00					
H & E EQUIPMENT SERVICES, INC.												
1561	H & E EQUIPMENT SERVICES, INC.	91043350	172	SKIDSTEER HEAT KIT, JAN '13 - B. WITHROW - PARKS	01/08/2013	15.57	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/13		
1561	H & E EQUIPMENT SERVICES, INC.	91043350	172	SKIDSTEER HEAT KIT, JAN '13 - B. WITHROW - WATER	01/08/2013	15.58	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13		
1561	H & E EQUIPMENT SERVICES, INC.	91043350	172	SKIDSTEER HEAT KIT, JAN '13 - B. WITHROW - SEWER	01/08/2013	15.58	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13		
1561	H & E EQUIPMENT SERVICES, INC.	91043350	172	SKIDSTEER HEAT KIT, JAN '13 - B. WITHROW - P.L.	01/08/2013	15.57	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13		
Total H & E EQUIPMENT SERVICES, INC.:												
						62.30	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	5973814		WATER METER SPOOL FOR SEWER PLANT METER INSTALL, JAN '13 - SEWER	01/03/2013	130.69	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
63	HD SUPPLY WATERWORKS LTD	5997573	80	WELL #6 REPAIR, 1 CHLORINE STOP INJECTOR, JAN '13 - C. ARMSTRONG	01/07/2013	304.83	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
Total HD SUPPLY WATERWORKS LTD:												
						435.52	.00					
HOCOCHAN HOLDINGS, INC.												
1619	HOCOCHAN HOLDINGS, INC.	AR233822		SHARP MX-M503N, MONTHLY COPIER LEASE, JAN '13 - ADMIN	01/15/2013	177.17	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/13		
1619	HOCOCHAN HOLDINGS, INC.	AR233822		SHARP MX-M4110N, MONTHLY COPIER LEASE, JAN '13 - P & Z	01/15/2013	176.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/13		
1619	HOCOCHAN HOLDINGS, INC.	AR233823		COPIER USE, COLOR/B&W COPIES, JAN '13 - ADMIN	01/15/2013	58.57	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/13		
1619	HOCOCHAN HOLDINGS, INC.	AR233823		COPIER USE, COLOR/B&W COPIES, JAN '13 - P & Z	01/15/2013	58.28	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/13		
Total HOCOCHAN HOLDINGS, INC.:												
						470.35	.00					
HOME DEPOT CREDIT SERVICES												
29	HOME DEPOT CREDIT SERVICES	2083046	29	STAPLE GUN, PALM NAILER, DEC '12 - PARKS	12/13/2012	308.98	.00	01-6175 SMALL TOOLS	1004	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
29	HOME DEPOT CREDIT SERVICES	2083046		AIR HOSE, STAPLES, XMAS DECORATIONS, JAN '13 - B. WITHROW	12/13/2012	110.83	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	12/12		
Total HOME DEPOT CREDIT SERVICES:												
						419.81	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	122812	132	WELL #10, CHAPPAROSA CONSULTATION, DEC '12 - G. LAW	12/28/2012	2,070.25	.00	20-6020 CAPITAL IMPROVEMENTS	0	1/13		
Total HYDRO LOGIC, INC.:												
						2,070.25	.00					
IDAHO FIRST AID & SAFETY, INC. DBA												
1576	IDAHO FIRST AID & SAFETY, INC. DBA	51216	127	HEAVY DUTY WINTER POLAR GLOVES, 1 BOX SMALL, 1 BOX MED, JAN '13 - J. YERTON	01/16/2013	105.98	.00	20-6285 UNIFORMS EXPENSE	0	1/13		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	51216	127	24 PRS SAFETY GLASSES, CLEAR & GRAY, JAN '13 - J. YERTON	01/16/2013	74.16	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	1/13		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	51216	127	RESTOCK FIRST AID, WATER, JAN '13 - J. YERTON	01/16/2013	104.67	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	1/13		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	51216	127	RESTOCK FIRST AID, P.I., JAN '13 - J. YERTON	01/16/2013	26.17	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	1/13		
Total IDAHO FIRST AID & SAFETY, INC. DBA:												
						310.98	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	02/13		CONTRACT SERVICES - FEBRUARY 2013	01/27/2013	4,121.00	.00	01-6005 ANIMAL CONTROL SERVICES	0	2/13		
Total IDAHO HUMANE SOCIETY:												
						4,121.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	01/13		JANUARY 2013 - ADMIN	01/17/2013	202.17	.00	01-6290 UTILITIES	0	1/13		
38	IDAHO POWER CO	01/13		JANUARY 2013 - P & Z	01/17/2013	53.84	.00	01-6290 UTILITIES	1003	1/13		
38	IDAHO POWER CO	01/13		JANUARY 2013 - SR CTR	01/17/2013	298.36	.00	01-6290 UTILITIES	1001	1/13		
38	IDAHO POWER CO	01/13		JANUARY 2013 - ST LITS	01/17/2013	5,385.77	.00	01-6290 UTILITIES	1002	1/13		
38	IDAHO POWER CO	01/13		JANUARY 2013 - PARKS	01/17/2013	912.17	.00	01-6290 UTILITIES	1004	1/13		
38	IDAHO POWER CO	01/13		JANUARY 2013 - WATER	01/17/2013	7,498.61	.00	20-6290 UTILITIES EXPENSE	0	1/13		
38	IDAHO POWER CO	01/13		JANUARY 2013 - SEWER	01/17/2013	16,544.27	.00	21-6290 UTILITIES	0	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided	
38	IDAHO POWER CO	01/13		JANUARY 2013 - FARM	01/17/2013	341.98	.00	EXPENSE 21-6090 FARM EXPENDITURES	0	1/13			
38	IDAHO POWER CO	01/13		JANUARY 2013 - P.L.	01/17/2013	877.07	.00	25-6290 UTILITIES EXPENSE	0	1/13			
Total IDAHO POWER CO:							32,114.24	.00					
INTEGRINET SOLUTIONS, INC.													
1595	INTEGRINET SOLUTIONS, INC.	58644	69	FIX IP COPIER ADDRESS (REQUEST BY C. ENGELS); SET UP SCAN FOLDER/ADD TO FAX LIST (KATIE JENSEN); JAN '13 - ADMIN	01/06/2013	9.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58644		FIX IP COPIER ADDRESS (REQUEST BY C. ENGELS); SET UP SCAN FOLDER/ADD TO FAX LIST (K. JENSEN); JAN '13 - P & Z	01/06/2013	4.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58644		FIX IP COPIER ADDRESS (REQUEST BY C. ENGELS); SET UP SCAN FOLDER/ADD TO FAX LIST (K. JENSEN); JAN '13 - WATER	01/06/2013	11.03	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58644		FIX IP COPIER ADDRESS (REQUEST BY C. ENGELS); SET UP SCAN FOLDER/ADD TO FAX LIST (K. JENSEN); JAN '13 - SEWER	01/06/2013	13.13	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58644		FIX IP COPIER ADDRESS (REQUEST BY C. ENGELS); SET UP SCAN FOLDER/ADD TO FAX LIST (K. JENSEN); JAN '13 - P.L.	01/06/2013	4.59	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58644		INCREASE WENDY'S MAILBOX DELIVERY SIZE. JAN '13 - P & Z	01/06/2013	86.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58839	171	SERVER & SYSTEM MAINTENANCE. JAN '13 - ADMIN	01/15/2013	57.63	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58839	171	SERVER & SYSTEM MAINTENANCE. JAN '13 - P & Z	01/15/2013	28.82	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58839	171	SERVER & SYSTEM MAINTENANCE. JAN '13 - WATER	01/15/2013	66.97	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58839	171	SERVER & SYSTEM MAINTENANCE. JAN '13 - SEWER	01/15/2013	79.71	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13			
1595	INTEGRINET SOLUTIONS, INC.	58839	171	SERVER & SYSTEM MAINTENANCE. JAN '13 - P.L.	01/15/2013	27.87	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/13			

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total INTEGRINET SOLUTIONS, INC.:												
						390.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	1/13		JAN 2013 (DEC.13 - JAN 14)- SR CTR	01/17/2013	791.92	.00	01-6290 UTILITIES	1001	1/13		
37	INTERMOUNTAIN GAS CO	1/13		JAN 2013 (DEC.13 - JAN 14)- ADMIN	01/17/2013	365.54	.00	01-6290 UTILITIES	0	1/13		
Total INTERMOUNTAIN GAS CO:												
						1,157.46	.00					
INTERNATIONAL SOCIETY OF ARBORICULTURE												
1029	INTERNATIONAL SOCIETY OF ARBORICULTURE	457910	164	RENEW MEMBERSHIP. CHAPTER DUES. PARKS. JAN '13 - N. PURKEY	01/11/2013	180.00	.00	01-6075 DUES.& MEMBERSHIPS	1004	1/13		
Total INTERNATIONAL SOCIETY OF ARBORICULTURE:												
						180.00	.00					
INTERSTATE ALL BATTERY CENTER												
434	INTERSTATE ALL BATTERY CENTER	190210100295	165	2 EA 12V BATTERIES FOR ALARM WELL #5. SPARE. WATER. JAN '13 - C. DEYOUNG	01/16/2013	33.90	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
Total INTERSTATE ALL BATTERY CENTER:												
						33.90	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01/13-2ND		1/09-1/29/12. PD 2/06/13 - JAN '13 - 2ND PMT	01/30/2013	78,997.93	.00	26-7000 SOLID WASTE SERVICE FEES	0	1/13		
230	J & M SANITATION, INC.	01/13-2ND		1/09-1/29/12. PD 2/06/13 - JAN '13 - LESS ADMIN FEE	01/30/2013	-7,805.00	.00	01-4170 FRANCHISE FEES	0	1/13		
Total J & M SANITATION, INC.:												
						71,192.93	.00					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	1349211		ACH BANK FEES. DEC '12 - ADMIN	12/31/2012	59.76	.00	01-6505 BANK FEES	0	12/12		
1328	JACK HENRY & ASSOCIATES, INC.	1349211		ACH BANK FEES. DEC '12 - P & Z	12/31/2012	1.15	.00	01-6505 BANK FEES	1003	12/12		
1328	JACK HENRY & ASSOCIATES, INC.	1349211		ACH BANK FEES. DEC '12 - WATER	12/31/2012	89.11	.00	20-6505 BANK FEES	0	12/12		
1328	JACK HENRY & ASSOCIATES, INC.	1349211		ACH BANK FEES. DEC '12 - SEWER	12/31/2012	133.32	.00	21-6505 BANK FEES	0	12/12		
1328	JACK HENRY & ASSOCIATES, INC.	1349211		ACH BANK FEES. DEC '12 - P.I.	12/31/2012	34.70	.00	25-6505 BANK FEES	0	12/12		

Payment Approval Report - City Council Approval
Report dates: 1/25/2013-1/25/2013

City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total JACK HENRY & ASSOCIATES, INC.:												
						318.04	.00					
KUNA LUMBER												
499	KUNA LUMBER	A53597	61	1,000 WATT TWIN-HEAD WORKLIGHT, WELL #6, DEC '12 -WATER	12/31/2012	44.99	.00	20-6175 SMALL TOOLS	0	1/13		
499	KUNA LUMBER	A53659		RETURN 6 SHEETS SHEETROCK, WELL #6 REPAIRS, JAN '13 - WATER	01/03/2013	-51.25	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
499	KUNA LUMBER	A53660		6 EA SHEETROCK, WELL #6 REPAIRS, JAN '13 - WATER	01/03/2013	57.19	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
499	KUNA LUMBER	A53752	92	2 EA. 2X10X12, TABLES, JAN '13 - N. PURKEY	01/07/2013	16.74	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/13		
499	KUNA LUMBER	A53753		2 EA. 2X10X12, TABLES, JAN '13 - N. PURKEY	01/07/2013	-16.74	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/13		
499	KUNA LUMBER	A53862	109	1X4, 17', WELL #6, BUILD ATTIC ACCESS, JAN '13 - R. FORD	01/11/2013	6.40	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
499	KUNA LUMBER	A53870	110	1-1X4, 48" BOARD FOR ATTIC ACCESS WORK, WELL #6, JAN '13 - R. FORD	01/11/2013	2.84	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
499	KUNA LUMBER	B38168	92	2 EA. 2X10X12, PICNIC TABLES, JAN '13 - N. PURKEY	01/07/2013	24.95	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/13		
499	KUNA LUMBER	B38214		FINISHING COMPOUND FOR WELL #6 REPAIRS, WATER, JAN '13 - C. ARMSTRONG	01/09/2013	9.44	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
499	KUNA LUMBER	E3197	65	6 SHEETS SHEETROCK, JOINT COMPOUND, PUTTY KNIVES, TAPE, SCREWS, 2 EA. 2X4, REPAIR WELL #6, JAN '13 - C. ARMSTRONG	01/03/2013	113.08	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		
Total KUNA LUMBER:												
						207.64	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	11302012		LIGHT BULBS, OUTLET COVER, WIRE NUTS, NOV '12 - STLLS	11/30/2012	28.72	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1001	1/12		
43	KUNA TRUE VALUE HARDWARE	11302012		LIGHTER, DUCT TAPE, SCREWS, BATTERIES, REPAIRS TO SYSTEM, NOV '12 - PARKS	11/30/2012	24.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/13		
43	KUNA TRUE VALUE HARDWARE	11302012		BUG FOGGER, BLDG., NOV '12 - PARKS	11/30/2012	10.99	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1021	PEAK ALARM COMPANY, INC	496790		CEDAR,DANSKIN,3,5,6, FEB'13 - WATER	02/01/2013	140.65	.00	20-6150.MAINT.& REPAIRS-SYSTEM	0		2/13	
				ALARM MONITOR,WELL 2, FEB '13 - P.I.	02/01/2013	28.82	.00	25-6150.MAINT.& REPAIRS-SYSTEM(PI)	0		2/13	
	Total PEAK ALARM COMPANY, INC:					169.47	.00					
	PLATT ELECTRIC SUPPLY, INC.											
1613	PLATT ELECTRIC SUPPLY, INC.	3174868	123	2 BREAKERS,BREAKER BOX, BALL FIELDS, JAN '13 - B. BACHMAN	01/17/2013	50.45	.00	01-6166_PP&E PURCHASES-OPERATIONS	1004		1/13	
	Total PLATT ELECTRIC SUPPLY, INC.:					50.45	.00					
	SIMPLOT PARTNERS											
491	SIMPLOT PARTNERS	216006114	93	29.4 (50#) BAGS ICE MELT, JAN '13 - ADMIN	01/10/2013	205.80	.00	01-6140.MAINT.& REPAIR BUILDING	0		1/13	
491	SIMPLOT PARTNERS	216006114		9.8 (50#) BAGS ICE MELT, JAN '13 - PARKS	01/10/2013	68.60	.00	01-6140.MAINT.& REPAIR BUILDING	1004		1/13	
491	SIMPLOT PARTNERS	216006114		9.8 (50#) BAGS ICE MELT, JAN '13 - WATER	01/10/2013	68.60	.00	20-6140.MAINT.& REPAIR BUILDING	0		1/13	
491	SIMPLOT PARTNERS	216006114		9.8 (50#) BAGS ICE MELT, JAN '13 - P.I.	01/10/2013	68.60	.00	25-6140.MAINT.& REPAIR BUILDING	0		1/13	
491	SIMPLOT PARTNERS	216006114		9.8 (50#) BAGS ICE MELT, JAN '13 - SR CTR	01/10/2013	68.60	.00	01-6140.MAINT.& REPAIR BUILDING	1001		1/13	
491	SIMPLOT PARTNERS	216006114		29.4 (50#) BAGS ICE MELT, JAN '13 - SEWER	01/10/2013	205.80	.00	21-6140.MAINT.& REPAIR BUILDING	0		1/13	
	Total SIMPLOT PARTNERS:					686.00	.00					
	SOUTHWEST IDAHO OPERATORS SECTION											
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013, B. WITHROW, JAN '13 - PARKS	01/25/2013	15.00	.00	01-6075.DUES.& MEMBERSHIPS	1004		1/13	
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013, D. CROSSLEY, J. YERTON, C. DEYOUNG, C. ARMSTRONG, R. FORD, M. DAVILA, JAN '13 - WATER	01/25/2013	72.00	.00	20-6075.DUES.& MEMBERSHIPS	0		1/13	
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013, D. CROSSLEY, J. YERTON, C. DEYOUNG, C. ARMSTRONG, R. FORD, M. DAVILA, JAN '13 - WATER	01/25/2013	18.00	.00	20-6075.DUES.& MEMBERSHIPS	0		1/13	
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013, D. BROWNFIELD, JAN '13 - WATER	01/25/2013	9.51	.00	20-6075.DUES.& MEMBERSHIPS	0		1/13	
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013, D. BROWNFIELD, JAN '13 - SEWER	01/25/2013	2.75	.00	21-6075.DUES.& MEMBERSHIPS	0		1/13	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013. D. BROWNFIELD. JAN '13 - P.I.	01/25/2013	2.74	.00	25-6075_DUES & MEMBERSHIPS EXPENSE	0	1/13		
1439	SOUTHWEST IDAHO OPERATORS SECTION	01/2013		MEMBER DUES 2013. R. DAVIS. L. VEGA. T. FLEMING. T. SHAFFER. C. MCDANIEL. M. NADEAU. C. KNIGHT. JAN '13 - SEWER	01/25/2013	105.00	.00	21-6075_DUES & MEMBERSHIPS	0	1/13		
Total SOUTHWEST IDAHO OPERATORS SECTION:												
						225.00	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	10813		EMPLOYMENT DRUG SCREEN. JAN '13 - ADMIN	01/08/2013	8.75	.00	01-6202 PROFESSIONAL SERVICES	0	1/13		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	10813		EMPLOYMENT DRUG SCREEN. JAN '13 - WATER	01/08/2013	11.65	.00	20-6202 PROFESSIONAL SERVICES	0	1/13		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	10813		EMPLOYMENT DRUG SCREEN. JAN '13 - SEWER	01/08/2013	11.66	.00	21-6202 PROFESSIONAL SERVICES	0	1/13		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	10813		EMPLOYMENT DRUG SCREEN. JAN '13 - P.I.	01/08/2013	2.94	.00	25-6202 PROFESSIONAL SERVICES	0	1/13		
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						35.00	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	8024133771		1099. W-2 TAX FORMS. ENVELOPES. DAY-TIMER CALENDAR. DEC '12 - ADMIN	12/29/2012	156.14	.00	01-6165_OFFICE SUPPLIES	0	12/12		
1292	STAPLES ADVANTAGE	8024133771		SONY DIGITAL VOICE RECORDER. SONY DIRECT-CONNECT DIGITAL VOICE RECORDER. DEC '12 - ADMIN	12/29/2012	161.14	.00	01-6142_MAINT. & REPAIR-EQUIPMENT	0	12/12		
1292	STAPLES ADVANTAGE	8024133771		DESK PAD CALENDAR. DEC '12 - P & Z	12/29/2012	15.76	.00	01-6165_OFFICE SUPPLIES	1003	12/12		
1292	STAPLES ADVANTAGE	8024133771		DRY ERASE KIT. PERMMARKERS. PLANNING NOTEBOOK. CALENDARS. DEC '12 - PARKS	12/29/2012	52.33	.00	01-6165_OFFICE SUPPLIES	1004	12/12		
1292	STAPLES ADVANTAGE	8024133771		PERMMARKERS. WALL_DESK CALENDARS. HI-LITERS. DEC '12 - WATER	12/29/2012	57.58	.00	20-6165_OFFICE SUPPLIES	0	12/12		
1292	STAPLES ADVANTAGE	8024133771		HEAVY DUTY RING BINDERS. DEC '12 - SEWER	12/29/2012	104.10	.00	21-6165_OFFICE SUPPLIES	0	12/12		
1292	STAPLES ADVANTAGE	8024133771		8 GB USB FLASH DRIVE. DEC '12 - SEWER	12/29/2012	29.09	.00	21-6165_OFFICE SUPPLIES	0	12/12		
1292	STAPLES ADVANTAGE	8024133771		ASSORTED FLUORESCENT HI-LITERS. DEC '12 - P.I.	12/29/2012	2.74	.00	25-6165_OFFICE SUPPLIES	0	12/12		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1292	STAPLES ADVANTAGE	8024297199		MONTHLY PLANNER, MONITOR STAND W/SMARTFIT SYSTEM, INK REFILL, STAPLER, PERM.MARKERS, JAN '13 - ADMIN	01/12/2013	88.02	.00	01-6165 OFFICE SUPPLIES	0	1/13		
1292	STAPLES ADVANTAGE	8024297199		HP PRINTER TONER COLOR/BLACK CARTRIDGES, JAN '13 - ADMIN	01/12/2013	182.14	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	1/13		
1292	STAPLES ADVANTAGE	8024297199		WITE-OUT CORRECTION TAPE, JAN '13 - PARKS	01/12/2013	4.15	.00	01-6165 OFFICE SUPPLIES	1004	1/13		
1292	STAPLES ADVANTAGE	8024297199		WITE-OUT CORRECTION TAPE, JAN '13 - WATER	01/12/2013	15.43	.00	20-6165 OFFICE SUPPLIES	0	1/13		
1292	STAPLES ADVANTAGE	8024297199		4 CS LETTER SIZE COPY PAPER, EURO-BRIGHTNESS, JAN '13 - SEWER	01/12/2013	147.28	.00	21-6165 OFFICE SUPPLIES	0	1/13		
1292	STAPLES ADVANTAGE	8024297199		10 EA. INKJET COLOR CARTRIDGES & BLACK, JAN '13 - SEWER	01/12/2013	159.27	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	1/13		
1292	STAPLES ADVANTAGE	8024297199		CREDIT TO RETURN CALENDAR, JAN '13 - ADMIN	01/12/2013	-21.99	.00	01-6165 OFFICE SUPPLIES	0	1/13		
1292	STAPLES ADVANTAGE	8024297199		SONY ICDUX523 DIRECT CONNECT DIGITAL VOICE RECORDER, JAN '13 - CLERK	01/12/2013	100.99	.00	01-6175 SMALL TOOLS	0	1/13		
Total STAPLES ADVANTAGE:							1,254.17	.00				
SUBURBAN PROPANE												
118	SUBURBAN PROPANE	40521		ACHD SHOP PROPANE HEAT, DEC '12 - WATER	12/31/2012	598.94	.00	20-6290 UTILITIES EXPENSE	0	12/12		
118	SUBURBAN PROPANE	40522		ACHD SHOP PROPANE HEAT, DEC '12 - PARKS	12/31/2012	62.23	.00	01-6290 UTILITIES	1004	1/13		
Total SUBURBAN PROPANE:							661.17	.00				
TECHNICHEM CORPORATION												
1450	TECHNICHEM CORPORATION	52797	68	5 EA. 50# PAILS ICE MELT, PLUS FREIGHT, JAN '13 - R. DAVIS	01/07/2013	160.00	.00	21-6140 MAINT. & REPAIR BUILDING	0	1/13		
Total TECHNICHEM CORPORATION:							160.00	.00				
TIM GORDON												
997	TIM GORDON	02/13		RENT, FEBRUARY 2013 - ADMIN	01/27/2013	972.62	.00	01-6211 RENT- BUILDINGS & LAND	0	2/13		
997	TIM GORDON	02/13		RENT, FEBRUARY 2013 - P & Z	01/27/2013	486.31	.00	01-6211 RENT- BUILDINGS & LAND	1003	2/13		
997	TIM GORDON	02/13		RENT, FEBRUARY 2013 - WATER	01/27/2013	1,130.32	.00	20-6211 RENT- BUILDINGS & LAND	0	2/13		
997	TIM GORDON	02/13		RENT, FEBRUARY 2013 -	01/27/2013		.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total USA BLUE BOOK:												
WATER DEPOSIT REFUNDS #4												
1627	WATER DEPOSIT REFUNDS #4	100690		C. MAMPLE.#100690 - ACCI OVERPMT	01/08/2013	21.31	.00	99-1075 Utility Cash Clearing	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	160375.01		KUNA LIVING CTR.#160375.01 - WATER DEP REF	01/08/2013	39.29	.00	20-2200 WATER DEPOSITS HELD	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	181010.01		T. DEJULEN.#181010.01 - ACCI OVERPMT	01/03/2013	66.26	.00	99-1075 Utility Cash Clearing	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	220620.01		R. SAKATA.#220620.01 - WATER DEP REF	01/03/2013	100.00	.00	20-2200 WATER DEPOSITS HELD	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	221050.02		J. QUIRK.#221050.02 - ACCI OVERPMT	01/14/2013	115.76	.00	99-1075 Utility Cash Clearing	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	260490.02		ADA CTY HOUSING AUTH. #260490.02 - WATER DEP REF	01/16/2013	70.05	.00	20-2200 WATER DEPOSITS HELD	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	260800.02		J. RHODES.#260800.02 - WATER DEP REF	01/03/2013	46.65	.00	20-2200 WATER DEPOSITS HELD	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	30010.01		S. EMPY.#30010.01 - WATER DEP REF	01/18/2013	100.00	.00	20-2200 WATER DEPOSITS HELD	0	1/13		
1627	WATER DEPOSIT REFUNDS #4	30010.01		S. EMPY.#30010.01 - ACCI OVERPMT	01/18/2013	3.95	.00	99-1075 Utility Cash Clearing	0	1/13		
Total WATER DEPOSIT REFUNDS #4:												
WESCHEM, INC												
464	WESCHEM, INC	2012-1058		1 EA STENNER PUMP MODEL 45MHP2 REPLACEMENT FREIGHT WELL #6 DEC '12 - WATER	12/19/2012	551.97	.00	20-6175 SMALL TOOLS	0	12/12		
464	WESCHEM, INC	2012-872		1 EA STENNER PUMP MODEL 45MHP2 (VARIABLE DRIVE) NEW FREIGHT WELL #10 OCT '12 - WATER	10/25/2012	551.49	.00	20-6175 SMALL TOOLS	0	10/12		
Total WESCHEM, INC:												
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	13031	170	12 EA HEAVY DUTY SCOUR PAD HOLDERS FOR LIFT STN CLEANING JAN '13 - SEWER	01/08/2013	240.48	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA ICE-X ICE MELT JAN '13 - PARKS	01/08/2013	22.18	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA ICE-X ICE MELT JAN '13 - WATER	01/08/2013	22.18	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/13		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
274	WESTERN STATES CHEM	13031	170	12 EA ICE-X ICE MELT. JAN '13 - SEWER	01/08/2013	22.18	.00	21-6140 MAINT & REPAIR BUILDING	0	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA ICE-X ICE MELT. JAN '13 - P.I.	01/08/2013	22.17	.00	25-6140 MAINT & REPAIR BUILDING	0	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA HEAVY DUTY CHEM.RESISTANT SPRAYER. JAN '13 - PARKS	01/08/2013	8.54	.00	01-6025 JANITORIAL	1004	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA HEAVY DUTY CHEM.RESISTANT SPRAYER. JAN '13 - WATER	01/08/2013	8.54	.00	20-6025 JANITORIAL	0	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA HEAVY DUTY CHEM.RESISTANT SPRAYER. JAN '13 - SEWER	01/08/2013	8.54	.00	21-6025 JANITORIAL	0	1/13		
274	WESTERN STATES CHEM	13031	170	12 EA HEAVY DUTY CHEM.RESISTANT SPRAYER. JAN '13 - P.I.	01/08/2013	8.54	.00	25-6025 JANITORIAL	0	1/13		
Total WESTERN STATES CHEM:							363.35	.00				
Grand Totals:							156,549.09	.00				

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Payment Approval Report - City Council Approval
Report dates: 1/25/2013-1/25/2013

City of Kuna

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
----------	-------------	----------------	------	-------------	--------------	--------------------	-------------	----------------------	---------------	-----------	-----------	--------

Report Criteria:

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



City of Kuna

P.O. Box 13
Kuna, ID 83634

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

To: Kuna City Council

File Numbers: 12-03-AN (Annexation) and 12-03-DA (Development Agreement)
Joseph Guido Annexation

Location: 4000 W. Columbia Road

Planner: Troy Behunin, Senior Planner

Hearing date: February 5, 2013

Applicant: Joseph and Kathryn Guido
7744 Bella Terra Lane
Meridian, Idaho 83642
208.891.9521
Joetwh@aol.com

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity & Aerial maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Exhibits
- H. Applicable Standards
- I. Comprehensive Plan Analysis
- J. Proposed Findings of Fact
- K. Proposed Conclusions of Law
- L. Recommendation from Planning and Zoning
- M. Proposed Order of Decision by Council

A. Course of Proceedings:

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

a. Notifications

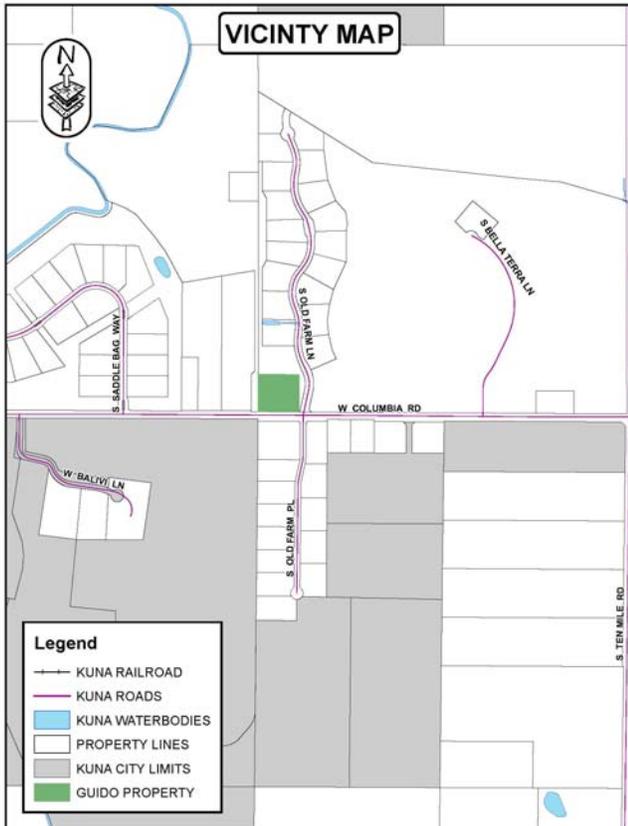
- i. Agencies October 3, 2012
- ii. 300' Property Owners January 18, 2013
- iii. Kuna, Melba Newspaper January 16, 2013
- iv. Site Posted January 26, 2013

B. Applicants Request:

- 1. **Request:**
 - Requesting annexation for a 2.0 acre lot, from Ada County to the City limits of Kuna.
 - Seeks to change the zone from RR (Rural Residential) to R-2 (Low Residential) in Kuna.

- Applicant would like to retain ability to use meeting hall as it historically has been used.
- Request a zone change and development agreement to guide future development.
- Provide a path for the Ironhorse Subdivision to annex into the City when ready.

C. Vicinity and Aerial Maps:



D. Background: The applicant is requesting to be annexed into the city of Kuna with an R-2 (Low Residential Density) zone designation from their current Ada County zoning of RR (Rural Residential). The applicant is relying on the category A annexation process as noted in Idaho Statute §50-222. The category “A” annexation is available for annexations where all private landowners, subject to annexation, raise no objection to the annexation process. The property is contiguous to City limits on the south west corner; and noting that the lands need to be contiguous (touching) in order to be annexed. The applicant may be subject to a development agreement which is included with this application and contains the initial conditions of approval. The applicant currently has an existing building on the property which historically has been used to facilitate grange and other public meetings.

E. General Projects Facts:

1. **Legal Description:** A legal description was included with the submitted request. See Exhibit 5.
2. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Low Density Residential. Staff views this request to be consistent with the approved FLU map.
3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR, Ag	Rural Residential – Ada County and Agriculture – City
East	RR	Rural Residential – Ada County

West	RR, R1	Rural Residential and Low Density Residential – Ada County
-------------	--------	--

4. **Parcel Size and Current Zoning Number:** 2.0 Acres; Rural Residential; S1303438400.
5. **Services:**
 - Fire Protection – Kuna Fire District
 - Police Protection – Kuna City Police (Ada County Sheriff’s office)
 - Sanitary Sewer– City of Kuna
 - Potable Water – City of Kuna
 - Irrigation District – Boise-Kuna Irrigation District
 - Pressurized Irrigation – City of Kuna (KMID)
 - Sanitation Services – K&M Sanitation
6. **Existing Structures, Vegetation and Natural Features:** The site contains an existing building which historically has facilitated grange and other public meetings. The applicant would like to continue using the building for public meetings and functions.
7. **Transportation / Connectivity:** The site has frontage along Columbia Road on the south side of the parcel, and on the west side of the parcel is the alignment for a mid-mile collector.
8. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. The site’s topography is generally flat.
9. **Comprehensive Future Land Use Map:**

The site is identified as Low Density Residential on Kuna’s Future Land Use Map (FLU). The site is within the City’s proposed Area of City Impact boundary. Staff views this zone request to be in accordance with the adopted Comprehensive Plan Map.
10. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), and the Department of Environmental Quality. The responding agency comments are included as exhibits with this report. See Section G. The following agencies reported they had no comments, ACHD, Central Dist. Health Dept., ITD and Kuna Rural Fire District.

F. Staff Analysis:

The applicant intends to continue using the building as a public meeting hall occasionally. The building is not being used as a residence. Staff does not view this historic use as a health or safety issue and/or an impact to the surrounding properties, any more than it has to date. If approved, the historic meeting hall shall be considered a non-conforming use; however, at any point in the future, should the property, and/or the uses on it, expand or enlarge the building or use – the nonconforming uses shall cease and/or the property will be subject to the necessary land use processes to bring the property into conforming status according to Kuna City code. Staff would recommend that site access is limited to its historic access points, until the site develops. Once development occurs, staff would recommend any access to the site from Columbia Road cease, in accordance with *KCC 5-3-1-E, 4*.

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 Cases #12-03-AN and 12-03-DA, subject to the recommended conditions of approval.

G. Exhibits- Accompanying the request:

Exhibit 1	Staff Report – 11.20.12
Exhibit 2	Commission and Council Review
Exhibit 3	Letter of Intent - 5.14.12 and 5.22.12

Exhibit 4	Vicinity Map and Aerial Map
Exhibit 5	Legal Description
Exhibit 6	Proposed Development Agreement – 11.7.12
Exhibit 7	City Engineer, Gordon Law Comments - 10.4.12
Exhibit 8	Dept. Of Environmental Quality – 10.4.12

H. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230, as amended.
2. City of Kuna Subdivision Ordinance No. 2010-15, title 6 Subdivision Regulations as amended.
3. City of Kuna Development Agreement Ordinance No. 525, as amended.
4. City of Kuna Comprehensive Plan, as amended.
5. Idaho Code, Title 50, Chapter 222, Annexation by Cities.
6. Idaho Code, Title 67, Chapter 6511(A), Development Agreement.
7. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

I. Comprehensive Plan Analysis:

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

1. The proposed rezone for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICIES – Property Rights

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

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

GOALS AND POLICIES – Economic Development

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

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

GOALS AND POLICIES – Land Use

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

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

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

J. Proposed Findings of Fact:

1. The Kuna City Council, accepts the facts outlined in the staff report, any public testimony and the supporting evidence list as presented.

2. These standard conditions apply to the property owner to the extent the land is being developed. Several of the conditions will not apply initially to the property, rather only when it is developed in the future. A more specific list of development conditions is found in the accompanying development agreement.

K. Proposed Conclusions of Law:

- Based on the evidence contained in **Case No. 12-03-AN** and **12-03-DA**, Kuna City Council finds **Case No. 12-03-AN** and **12-03-DA**, comply with Kuna City Code.
- Based on the evidence contained in **Case No. 12-03-AN** and **12-03-DA**, Kuna City Council finds **Case No. 12-03-AN** and **12-03-DA**, are consistent with Kuna Comprehensive Plan.
- The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

L. Recommendation by the Planning and Zoning Commission:

On November 27, 2012, the Kuna Planning and Zoning Commission voted 5-0, recommending **approval** for **Case No. 12-03-AN** and **12-03-DA**, Based on the Findings of Fact and Conclusions of Law, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends approval for **Case No. 12-03-AN** and **12-03-DA**, an annexation and Development Agreement request by Joseph Guido subject to the following recommended changes and conditions of approval:

- The grange on site now may continue its historic use and become a non-conforming use.
- Make the changes in the development agreement to identify Joseph Guido as the 'Applicant'.
- In the development agreement, change the 'Developer' to Humberto Medina Cabrera, as requested by the applicant.
- Once development occurs, any access to the site from Columbia Road shall cease, in accordance with *KCC 5-3-1-E, 4 (As identified in Staffs Analysis Section F.)*

M. Proposed Order of Decision by Council:

Note: This proposed motion is for approval or denial of this request. However, if 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 the public testimony as presented (if any), the City Council of Kuna, Idaho, hereby (approves or denies) case No. **12-03-AN** and **12-03-DA** – an annexation and development agreement request for Joseph Guido, (with or without) the following conditions of approval:

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 shall be obtained and Impact Fees must be paid prior to issuance of a building permit.
2. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may be commenced without the approval and a permit from Ada County Highway District.
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.
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. There shall be ten foot (10') easements provided for utilities, drainage, and irrigation centered along the interior lot lines.
6. Lighting within the site shall comply with Kuna City Code.
7. Parking within the site shall comply with Kuna City Code. (Except as specifically approved otherwise).
8. The applicant shall apply for a fence permit prior to fence construction.
9. The applicant shall obtain a sign permit prior to construction.
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. At time of development, the applicant shall comply with the designated Comprehensive Plan, use or submit for a Comprehensive Plan Map amendment.
12. Water rights are still currently owned by the property owner. Prior to hooking into City Pressurized Irrigation services, all water rights must be transferred to Kuna City through the adoption of a water rights annexation ordinance.
13. 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.
14. At the time of future development, the applicant shall amend the development agreement as necessary.
15. Applicant shall follow staff and City engineers recommended requirements.



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

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

RECEIVED
 MAY 16 2012
 CITY OF KUNA

For Office Use Only	
File Number (s)	12-03-AN 12-03-DA 12-02-ZC
Project name	GUIDO ANNEX
Date Received	MAY 16, 2012
Date Accepted/Complete	
Cross Reference Files	-
Commission Hearing Date	NOV. 27, 2012
City Council Hearing Date	Feb. 5, 2013

Contact/Applicant Information

Owners of Record: <u>JOSEPH GUIDO</u>	Phone Number: <u>891-9521</u>
Address: <u>7744 BELLA TERRA LANE</u>	E-Mail: <u>JOETWH@AOL.COM</u>
City, State, Zip: <u>MERIDIAN, IDAHO 83642</u>	Fax #: _____
Applicant (Developer): _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>4000 W Columbia</u>	<u>Ten mile</u>
Site Location (Cross Streets): <u>1/2 mile - Columbia</u>	<u>@ Black CAT</u>
Parcel Number (s): <u>S 1303 438400</u>	
Section, Township, Range: <u>Section 3, 2N, 1W</u>	
Property size: <u>2 Acres</u>	
Current land use: <u>Meeting Hall</u>	Proposed land use: <u>SAME</u>
Current zoning district: <u>RURAL RESIDENTIAL</u>	Proposed zoning district: <u>R2</u>

Project Description

Project / subdivision name: ANNEX PROPERTY

General description of proposed project / request: Annex with no change in use

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: OLD Grange Hall

Any existing buildings to remain? Yes No

Number of residential units: N/A Number of building lots: N/A

Number of common and/or other lots: _____

Type of dwellings proposed:

Single-Family

Townhouses

Duplexes

Multi-Family

Other NONE = SAME AS CURRENT

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): _____

Hours of operation (days & hours): _____ Building height: _____

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

Number and ages of students/children: _____ Seating capacity: _____

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

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

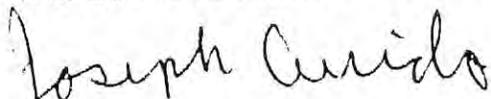
Proposed Lighting: _____

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

Applicant's Signature: Joseph Guido Date: May 14, 2012

May 22, 2012

I seek to annex property known as 4000 W Columbia Rd into the City of Kuna Idaho and rezone from Ada County's RR Zoning to City of Kuna R-2. The use is to remain the same, Grandfathered as a meeting hall.


Joseph Guido

RECEIVED
MAY 16 2012
CITY OF KUNA

May 14, 2012
City of Kuna, Idaho
Development Services

My name is Joseph Guido and wish to annex the property more common;y referred to as 4000 W Columbia Rd. Meridian, Idaho into the City of Kuna, Idaho. The use, we wish to be grand fathered is to be the same as currently used, a meeting hall.

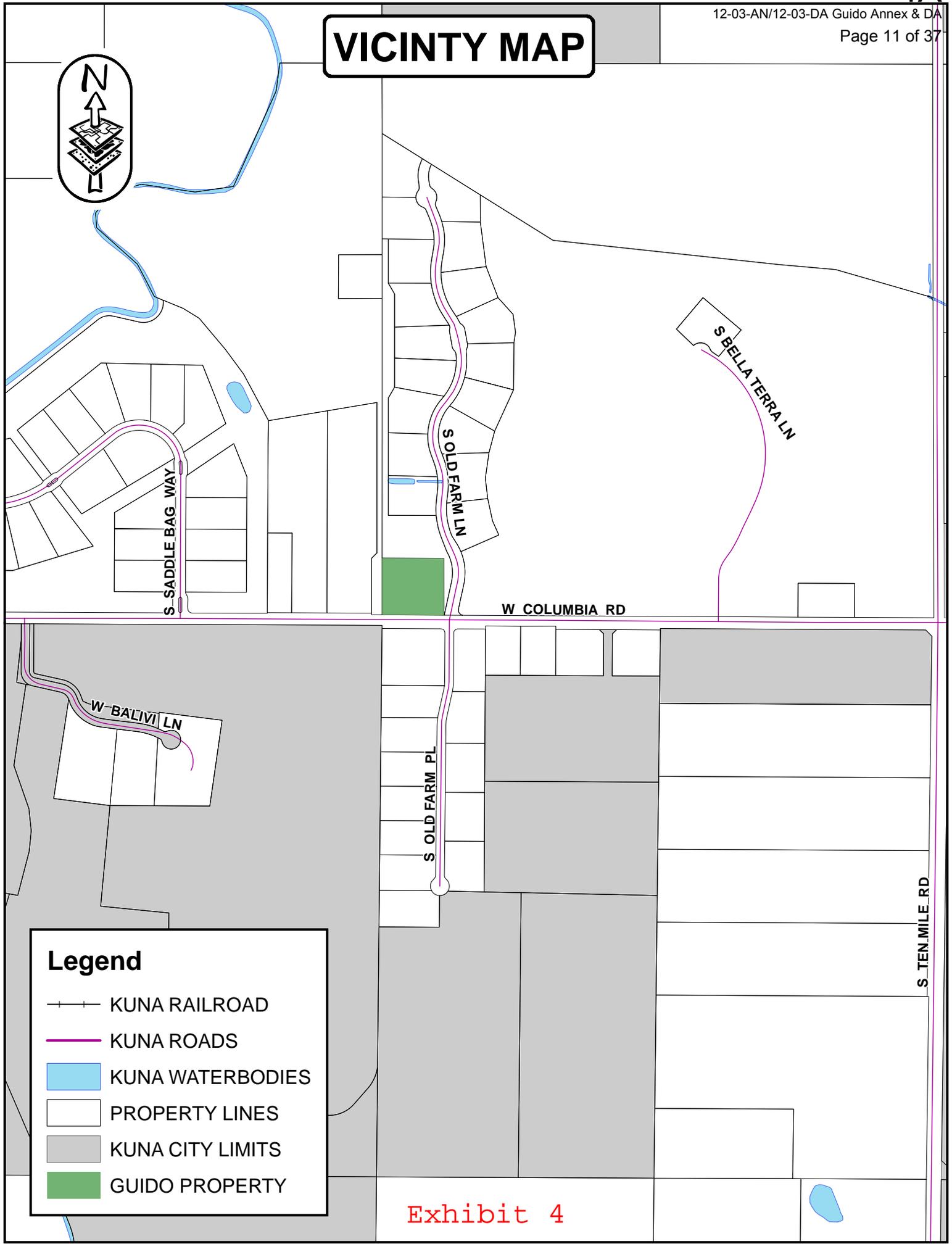
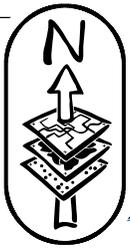
This annexation will also allow Ironhorse Subdivision to annex into the City when they are ready, as the property we are annexing currently would impede the subdivision from annexing their property.

Sincerely,



Joseph Guido

VICINTY MAP

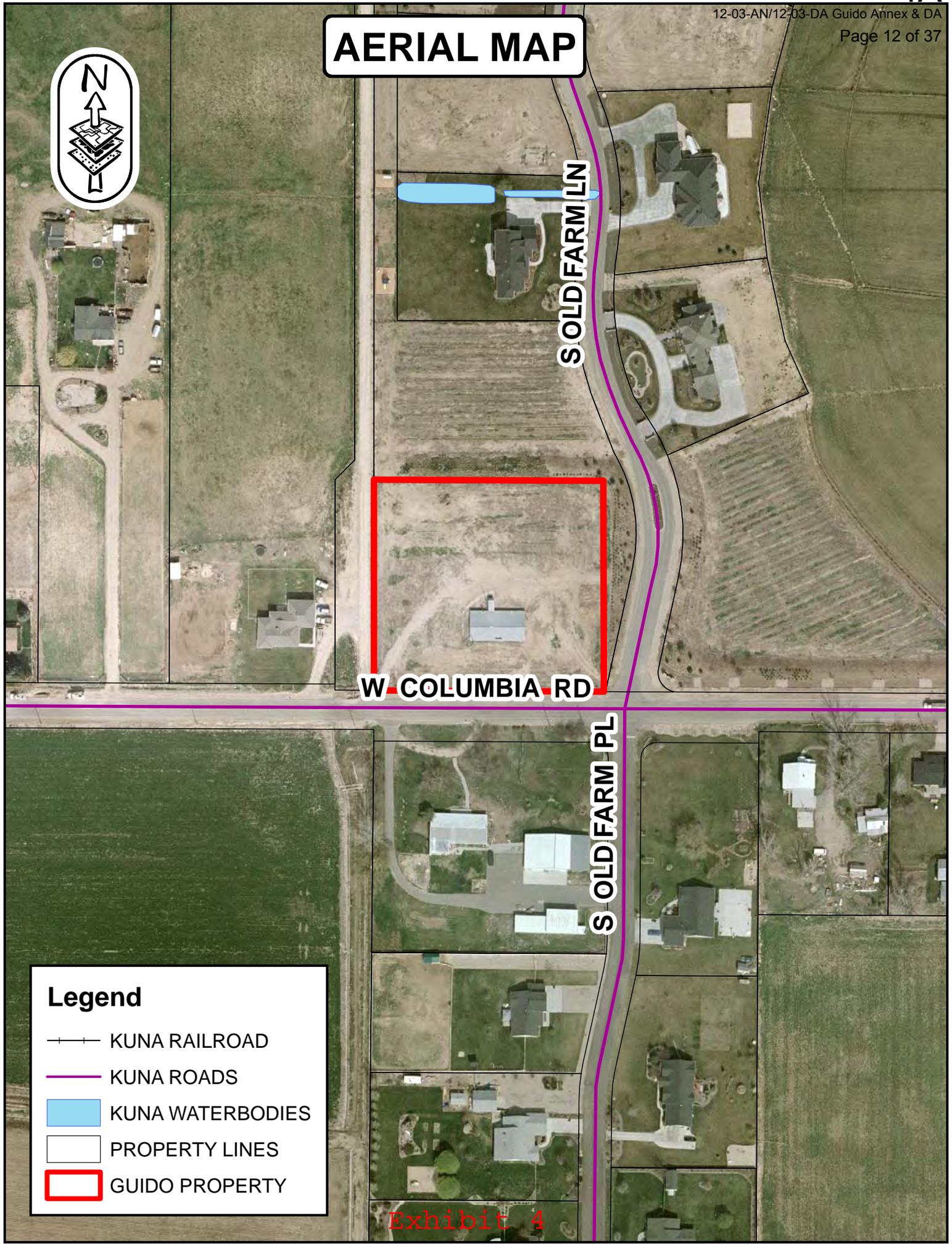
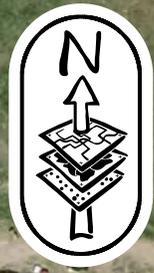


Legend

-  KUNA RAILROAD
-  KUNA ROADS
-  KUNA WATERBODIES
-  PROPERTY LINES
-  KUNA CITY LIMITS
-  GUIDO PROPERTY

Exhibit 4

AERIAL MAP



Legend

-  KUNA RAILROAD
-  KUNA ROADS
-  KUNA WATERBODIES
-  PROPERTY LINES
-  GUIDO PROPERTY

Exhibit 4

EXHIBIT A

Commencing at the quarter section corner between Sections 3 and 10, Township 2 North, Range 1 West of the Boise Meridian, thence Easterly along the section line between said Sections 3 and 10 a distance of 295 feet, thence Northerly, parallel to the East line of said Section 3 a distance of 295 feet; thence Westerly parallel to the South line of said Section 3 a distance of 295 feet to the West line of the Southeast quarter of Section 3; thence Southerly a distance of 295 feet to the PLACE OF BEGINNING, being a part of the Southwest quarter of the Southeast quarter of Section 3, Township 2 North, Range 1 West of the Boise Meridian in Ada County, State of Idaho.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Kuna
P.O. Box 13
Kuna, ID 83634

NOVEMBER 7, 2012

For Recording Purposes
Do Not Write Above This Line

**JOE GUIDO AND HUMBERTO MEDINA CABRERA ANNEXATION
DEVELOPMENT AGREEMENT
(CAR06-00054)**

RECITALS

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2013, by and between the **City of Kuna**, an Idaho municipal corporation “**City**”, and **Joseph Guido**, whose address is **7744 Bella Terra Lane, Meridian, Idaho 83642**, as “**Applicant**”, and **Humberto Medina Cabrera**, whose address is **639 Full Moon Street, Kuna, Idaho 83634**, the owner of the property described herein: S1303438400, hereafter referred to as “**Developer**”.

- A. Developer owns certain property (“**Property**”) located in Ada County, particularly, an approximately 2.0 acre parcel of land (**S1303438400**) located at 4000 West Columbia Road, in Kuna, and more particularly described on Exhibit A, attached hereto.
- B. The Developer has applied to the City to rezone the above mentioned parcel, in order to enter the City corporate limits with said property.
- C. In particular, the Developer has submitted an application (**Case No. 12-03-AN and 12-03-DA**) to annex the parcel into the city of Kuna with an R-2 (Low Residential Density) zone. This Agreement concerns the annexation and zone change of said Property.
- D. City and Developer desire to enter into this Agreement, which shall be recorded in the Office of the Ada County Recorder and shall take effect on the date last executed below.
- E. City, pursuant to Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14, has the authority to conditionally rezone the Property and to enter into a Development Agreement for the purpose of allowing, by Agreement, annexation of said parcel for a specific purpose or use which is appropriate in the area, and this Agreement contains the conditions required by the City. This Agreement supersedes any conflicting terms and/or conditions in prior agreements or staff reports concerning the land as to obligations between the parties to this Agreement. This Agreement complies with all Kuna Idaho Municipal Code Title 5 zoning regulations and Title 6 subdivision regulations as they are applicable to these land use actions.
- F. The Kuna Planning and Zoning Commission and City Council have independently held public hearings on these land use matters as prescribed by law and have approved the application in

accordance with the findings of fact, conclusions of law and conditions of approval set forth in its approval, and all such conditions are included in this Agreement. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code Title 5 and Title 6.

- G. The uses(s) allowed through this conditional annexation are those that are permitted or specially permitted, by way of a special use permit, in the R-2 (Low Residential Density) zone; or those agreed to, provided they are not in conflict with City code. It should be noted, a R-2 zone shall allow for the existing grange hall to remain. In the event the property, and/or the uses on it, expands or enlarges - this nonconforming uses shall cease; thus, triggering necessary land use processes to bring the property into conforming status under Kuna City code. At time of future development, the City and Developer shall amend this agreement to provide and allow for more aggressive development possibilities if necessary.
- H. The Order of Decision for the annexation and land use zone classification, including all conditions of approval, is hereby made a part of this Agreement. In the event there is a discrepancy or conflict, the stricter condition shall apply unless specifically stated otherwise in this development agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other consideration, the sufficiency of which is hereby acknowledged, City and Developer agree as follows:

1. ZONING ORDINANCE AMENDMENT.

- 1.1: The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the Property to R-2 (Low Residential Density). The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of the Agreement. It is possible this Agreement could be modified to accommodate the Developer's future land use plans when they are known, based on the uses and development plans at that time. The Ordinance will become effective after its passage, approval, publication and the execution and recordation of this Agreement.

2. PERMITTED USES.

- 2.1: **Development According to the Conceptual Site Plan.** Developer agrees to modify this development agreement through public hearing processes and follow City code at the time in the event of future development. In the event of future development, developer agrees to provide a Conceptual Land Use Site Plan which shall be relied upon and considered a binding site plan. Substantial (as determined by the Director of planning services) modifications to the Conceptual Site Plan shall require the approval of the Kuna City Planning and Zoning Commission and City Council through public hearing processes. However, minor site plan modifications may be approved administratively. The Director of planning services will determine if a change is of minor significance or necessitates legislative review.

- 2.2: **Uses.** Generally speaking, the Property is approved for the uses typically associated with an R-2 zone.
- 2.3: **Modification of Allowed Uses.** The uses permitted within this Agreement shall not be modified without complying with the notice and hearing provisions of Idaho Code § 67-6509, provided, however, any specially permitted use in the R-2 may be permitted on the Property through issuance of a special use permit.

3. CONDITIONS ON DEVELOPMENT.

The following conditions shall apply to the Property in the event of future development, expansion or enlargement, as determined by the Director of planning services:

- 3.1: **Bicycle Spaces.** Developer shall provide a minimum of 15 bicycle parking spaces over the parcel.
- 3.2: **Building Permits.** Developer shall acquire a building permit before construction of the facility. Developer shall comply with the R-2 zone's height and area performance standards found in Kuna City Code (KCC) 5-3-3. Specifically, they shall comply with the following R-2 zone standards:

Maximum Height-	35-feet
Minimum Lot Width	120'*
Front Setback (Local)	20'
Front Setback (Arterial)	30'
Rear Setback	15'
Interior Setback	5'
Street Side	20'
Maximum Lot Coverage	40% <i>(if permitted by other applicable obligations pursuant to this Agreement and the Kuna City Code) Design review will be required for all commercial buildings on site.</i>
Minimum Lot Area	20,000 square feet.

* The commercial lot width shall be wide enough to accommodate a commercial driveway for the lot frontage accessing the public street where direct driveway access is permitted.

- 3.3: **Construction Etiquette.** Developer shall post and maintain a "rules and regulation sign" at the entryways to the site until construction is complete. The signs are intended for the subcontractors performing the work and should include: (1) no dogs permitted; (2) no loud music permitted; (3) no alcohol or drugs permitted; (4) no abusive language permitted; (5) dispose of personal trash and site debris; (6) clean up any mud and/or dirt that is deposited from the construction site onto the public street; (7) install temporary construction fence to keep debris from blowing off site; (8) no burning of construction or other debris on the property; (9) keep a watering truck on site and employed as necessary to keep dust under control; (10) Site construction shall be limited to the hours of **7:00** am to **7:00** pm daily.

- 3.4: **Curbs, Gutters, Sidewalks and Storm-Water Conveyances.** The use of drainage swales for storm water conveyance in lieu of curb and gutter is prohibited unless it's necessary to preserve a historical drainage right that would be impeded by the swale's removal and such action is determined by the City engineer. There shall be no mixing of irrigation drainage water and road runoff water. All construction shall be in accordance with Idaho Standards for Public Construction Work (ISPCW) or other standards established by the City engineer.
- 3.5: **Design Review.**
- 3.5.1: Commercial development proposed on the Property is subject to the City's design review process.
- 3.5.2: Design review is required for any proposed new commercial building(s), landscaping, parking, entrance, monument, common area and/or signage use.
- 3.5.3: Commercial buildings and their compositions are subject to design review pursuant to requirements in the Kuna City Code relative to usage of materials, woods, entrances, window arrangement and other considerations.
- 3.5.4: Any materials employed in the construction of fencing, wall and trash enclosures are subject to design review and/or J&M Sanitations review.
- 3.5.5: Any fencing and/or wall materials employed in the development are subject to design review pursuant to requirements in the Kuna City Code.
- 3.6: **Driveways and other Approaches.**
- 3.6.1: Developer agrees future commercial areas and entrances to the site are subject to the Design Review Standards pursuant to requirements in the Kuna City Code.
- 3.6.2: All curb returns throughout any future project shall be constructed with **28-foot minimum curb return radius.**
- 3.7: **Engineering Calculations/Drawings/Plans/Reports.**
- 3.7.1: At the time of construction, developer shall obtain a letter from the City engineer recommending engineering approval of construction drawings, drainage and storm-water plans.
- 3.7.2: At the time of construction plan submittal, developer shall provide the City engineer with fire flow, water distribution and wastewater calculations and acquire all necessary permits and pay all associated fees. The City engineer will review the water modeling results and provide comments or corrections.
- 3.7.3: At the time of construction plan submittal, a geotechnical report (if required) is subject to the City engineer's review and corrections.

- 3.8: **Federal, State, Local and Special Purpose Standards.** Developer shall comply with all applicable federal, state, local and special purpose standards as they apply to the Property's development.
- 3.9: **Fencing.** Developer shall construct and place fencing on site according to the City's zoning standards. Developer shall use the approved type of fencing allowed by City code and obtain a fence permit as outlined in City code.
- 3.10: **Fire.**
- 3.10.1: **Hydrants and Water Mains.** Adequate fire protection shall be required in accordance with the appropriate fire district standards. Developer shall meet the requirements of the Kuna Rural Fire District.
- 3.10.2: **Fire Safety.** Developer shall address fire safety compliance to the Kuna Fire District and City building inspector's satisfaction. The site landscaping shall be designed and maintained to provide fire protection around the building perimeters. The internal roads shall be designed to allow Kuna Rural Fire District access to each building. Developer will place fire hydrants on the property in locations determined by the Kuna Fire Marshall. Fire related signage shall be installed with guidance from the Kuna Fire Marshall. The water model results are to be reviewed and approved by the Kuna Rural Fire District.
- 3.11: **Grading Plan.** Developer shall provide a grading plan identifying how the subject property will be graded and contoured. The grading plan shall be reviewed and approved by the City engineer for its compliance with City standards.
- 3.12: **Irrigation.**
- 3.12.1: Developer shall comply with Idaho Code §31-3805 relating to irrigation water use. Irrigation/drainage waters shall not be impeded by on-site construction. Developer shall comply with lawful requirements of the Boise Project Board of Control.
- 3.12.2: At the time of construction plan submittal, Developer shall provide the City engineer an irrigation plan for review and approval; if Developer uses the City water utility, developer shall acquire all permits and inspections necessary to connect the commercial facility's irrigation system to the City water utility; construct the irrigation system to the City's pressurized irrigation standards; and construct any off-site improvements necessary to connect into the City's water utility.
- 3.12.3: The use of potable water from the City utility shall not be employed for landscape irrigation purposes.
- 3.13: **Land Use Requirements.**
- 3.13.1: Developer shall comply with the City's land use requirements for commercial zone development or, as modified by this Agreement.

3.13.2: Uses other than those existing at time of annexation, permitted, or specially permitted in the R-2 zone shall not be introduced on the property without further land use review or approvals.

3.13.3: Developer shall meet all requirements set forth in the City's zoning ordinance or, as modified by this Agreement.

3.14: Landscape.

3.14.1: Future site improvements will be subject to the City's landscape ordinance and design review processes depending on scope (note: the design review standards may differ from the City's landscape ordinance). The irrigation plan is subject to City engineer review and approval. An underground irrigation source shall be required for all of the site's landscape elements in accordance with the provisions of **KCC 5-17-11**. The use of potable water for landscape irrigation purposes is prohibited.

3.14.2: At time of development, Developer shall prepare for City review, a detailed landscape plan using native or suitable plants. The landscape plan is subject to the City's design review process. The landscape plan shall call out the method(s) of re-vegetating common open space and the periphery areas disturbed during any construction activities. The property's entire landscape scheme shall consist of organic materials. Accordingly, no hard-scape (*or gravel or rock*) materials shall be used for landscape purposes.

3.14.3: Employ vegetative buffers and landscape berming techniques along the property boundaries to minimize adverse land use impacts [compatibility issues] with the adjoining neighbors. The landscape and buffer techniques shall be detailed in a landscape plan.

3.14.4: At time of future development, developer shall submit landscape plans to the City forester for review and approval.

3.14.5: Any future landscape plan shall follow the landscape requirements and guidelines contained within **KCC 5-17-1 through 25**, which will be considered a binding site plan.

3.14.6: At time of future development, developer shall place a landscape buffer along Columbia Road a minimum width of 20 feet from the property line in accordance with **KCC 5-17-13-B, 3**.

3.15: Outdoor Lighting.

3.15.1: On-site lighting shall be designed and installed to minimize fugitive light and glare and installed so it does not unduly intrude on adjoining properties pursuant to requirements in the Kuna City Code.

3.15.2: A lighting plan shall be submitted to the City director of planning services for review and approval in accordance with **KCC 6-4-2-T**.

3.15.3: The site lighting plan shall follow the provisions of **KCC 6-4-2-T, and 5-9-5-B**.

3.16: Parking and Loading Standards.

3.16.1: The Property's parking areas shall be installed in accordance with City parking standards (**KCC 5-9-1 through 5**).

3.16.2: At time of development, developer shall design and construct the parking area(s) according to the approved plans. The parking lot circulation pattern shall be designed so the patrons enter and exit the parking lot in a forward motion consistent with the provisions of **KCC 5-9-2(G)**.

3.16.3: The developer shall pave the area allocated for parking purposes with an approved asphalt material. The parking lot construction and methods of storm drainage mitigation are subject to the City engineer's review and approval. Parking spaces shall be designed where the motorist can enter and exit the spaces without obstruction.

3.16.4: Developer shall provide a site plan graphically demonstrating the method of onsite traffic circulation, parking lot placement and loading facility location and satisfy onsite parking space requirements.

3.16.5: The site's traffic circulation pattern and parking placement are subject to the Director of planning services review, consistent with the other provisions of this Agreement.

3.17: Permits and Applicable Fees. Developer shall acquire all permits and pay all applicable fees.

3.18: Plat Map/Deed. In the event of a lot line adjustment lot split, or subdivision, developer shall provide City a recorded record of survey and deed, or recorded plat for the property changes.

3.19: Roads/Ada County Highway District.

3.19.1: Developer shall comply with City and ACHD road improvement requirements.

3.19.2: Developer shall provide additional rights-of-way and/or easements necessary for utility and road widening purposes as required by the City and other agencies with jurisdiction. Developer shall record these easements with the Ada County Recorder's Office.

3.19.3: At time of future development, developer shall dedicate additional rights-of-way along Columbia Road and for a mid-mile Road to the west in accordance with City and ACHD ROW and classified roadway standards.

3.20: Sanitary Sewer.

3.20.1: Developer shall connect the Property to the City's sanitary sewer system according to City standards; provide the development's sanitary sewer design to the City engineer for review and approval; acquire all of the permits and inspections necessary to connect to the City's sewer utility; construct the sewer system to City standards and construct offsite improvements necessary to connect to the City's sewer utility.

3.20.2: in the event of future development, developer shall abandon and dismantle any onsite septic tank system and its component parts, according to City and Central District Health standards. The dismantling of a septic system requires collapsing and removing the lid, backfilling and compaction of the fill area.

3.21: Sidewalks and Pathways.

3.21.1: In accordance with **KCC 6-4-2-Q**, developer shall provide eight-foot (8'), detached concrete sidewalks along the Columbia Roads frontage. The detached concrete sidewalks shall be a minimum eight-feet (8') in width. All sidewalks shall be built in accordance with the American with Disabilities Act (**ADA**) accessibility guidelines, as well as to ACHD and City engineer standards and specifications. The accompanying landscape strip shall be a minimum eight-feet (8') in width and include an irrigation system reliant upon a non-potable water source. Columbia Road at this location is designated as a Minor Arterial. The landscaping elements shall consist solely of organic materials. Developer shall provide a public easement for any sidewalk placed outside public rights-of-way. The placement of the sidewalk outside the public rights-of-way requires City approval. Sidewalks constructed as part of a curb cut installation shall be designed to accommodate the additional loading impacts placed upon it by the weight of the vehicle.

3.21.2: Developer shall be responsible for snow removal along the sidewalks so they are pedestrian accessible within 24 hours of a snow event.

3.22: Signage.

3.22.1: No signs shall be placed on fences, buildings, or other structures unless approved through the City's design review process. Developer shall be in compliance with all signage requirements in place at the time developer seeks a sign permit.

3.22.2: All site signage and monument placement is subject to the City's design review process to include building identification signage. If site signage or monuments are lighted, they must be designed according to the City's outdoor lighting standards.

3.22.3: Temporary signage placed on the Property's fences, buildings, or other structures for advertising or promotion purposes shall be according to the City's signage placement provisions.

- 3.23: **Site Plans.** At the time developer applies for a building permit, developer shall provide an overall site/landscape plan, which shall be considered a binding site plan for purposes of the land use application.
- 3.24: **Storm-water and Drainage.**
- 3.24.1: The Property is subject to the City's storm-water and drainage standards at time of development. Stormwater impacts resultant from the development shall be mitigated in accordance with the City's storm water management policy. The engineer of record shall provide storm-water calculations, which comply with the City's storm-water policy requirements. The discharge of storm-water or drainage offsite requires written approval from the City and other agencies responsible for receiving the fugitive storm-waters.
- 3.24.2: Developer shall provide the City engineer with a storm-water management plan and a drainage design plan showing how drainage flows from impervious surfaces will be addressed in compliance with the City's drainage management guidelines. The drainage design plan shall also provide an erosion control plan for a 100-year event and shall depict all proposed site grading.
- 3.24.3: The City engineer shall approve a surface drainage run-off plan, which has been recommended by Central District Health Department (CDHD). The plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".
- 3.24.4: Developer shall not construct, grade, fill, clear or excavate the Property until the City engineer approves the storm water management plan and the drainage design plan. The drainage design plan shall include all proposed site grading.
- 3.24.5: Storm drainage and/or street runoff must be retained onsite.
- 3.24.6: Design the surface drainage system to minimize "ponding" issues to reduce mosquito breeding problems.
- 3.25: **Street and Alleys.**
- 3.25.1: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the City and ACHD. Street functionality shall be determined according to the City's Functional Classified Road Map. Widths for rights-of-way shall be according to the street typologies identified in **KCC 6-3-4-A through D**, or ACHD's standards, which ever standard is more stringent.
- 3.25.2: Developer shall enter into a license agreement with the transportation authority for landscape maintenance within the public rights-of-way, where applicable.
- 3.26: **Street Name and Other Street Traffic Signs.** Traffic signage shall be constructed and installed at appropriate street locations in accordance with ACHD and City standards as applicable.

- 3.27: **Trash Enclosures/Solid Waste.** The site's solid waste disposal strategy is subject to design review. Developer shall provide an enclosed or a sight obscuring structure(s) for all trash collection containers. The design shall be approved by the City and J&M Sanitation services.
- 3.28: **Trees.**
- 3.28.1: Developer shall retain mature trees with diameters exceeding six-inches (6") (if any exist), unless their removal is approved by City staff prior to their removal.
- 3.28.2: Developer shall provide a tree replacement strategy to compensate for tree removal, which provides no net tree loss (in terms of overall tree diameter reductions). Developer's tree removal and replanting strategy is subject to the City arborist and Design Review Committee's approval. Developer shall show the tree planting strategy and method of planting on the landscape plan(s) and provide for a year-round variety of trees that are compatible with the area.
- 3.29: **Underground Storage Tanks, Utilities, Wells or Septic Systems.**
- 3.29.1: Developer shall disconnect any onsite well(s) and septic systems and cap or remove them according to City and Health District standards.
- 3.29.2: If discontinued or impaired underground storage tanks are discovered during construction, they shall be removed or abandoned in accordance with federal, state and local agency requirements.
- 3.30: **Underground Utilities.**
- 3.30.1: Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services.
- 3.30.2: All public utilities shall be placed underground if possible. A utility easement of sufficient width as determined by the City engineer shall be placed around the exterior subdivision boundary for utility and drainage easement purpose. Utilities that cannot be placed underground are subject to the City's design review process.
- 3.31: **Water.**
- 3.31.1: Developer shall connect the property to the City's water system at time of development. Developer shall provide the development's potable water design to the City engineer for review and possible corrections. Developer shall acquire all permits and inspections necessary to connect into the City's water utility.
- 3.31.2: The water lines, meter locations and waterline valves shall be reviewed by the City public works staff and constructed and placed according to City standards. Water lines are to be looped through the property. Developer is responsible for constructing any off-site improvements necessary to connect into the City's water utility.

- 3.32: **Water Rights.** Water rights appurtenant to a tract of land shall be dedicated to the City in sufficient water quantities to offset the development's potential water demands as determined by the City engineer. The land's water rights shall not be sold, abandoned or transferred outside the City or Area of City Impact (ACI). All water rights must be transferred to Kuna City through the adoption of a water rights annexation ordinance.
- 3.32.2: It shall be the responsibility of the developer to secure irrigation water rights prior to the KMID allowing you to connect to the PI system.
- 3.33: **Weeds.** Developer assumes responsibility for the control and removal of noxious weeds if present on the property until the development of the site is complete.

4. DEFAULT, REMEDIES.

- 4.1: **Default.** If Developer fails to comply with the terms of this Agreement within forty-five (45) days after written notice from the other party specifying the particulars of such failure, the complaining party may, without prejudice to any other rights or remedies, cure such default, enjoin such violation or otherwise enforce the commitments contained in this Agreement in any manner allowed by law; provided, however, if any failure to comply cannot with diligence be cured within such forty-five (45) day period, if the defaulting party shall commence to cure the same within such forty-five (45) day period and thereafter shall pursue the curing of same with diligence and continuity, then the time allowed to cure such failure may be extended for a period not to exceed 180 days.
- 4.2: **Consent to Rezone on Uncured Default.** In addition to other remedies set forth herein, if Developer fails to cure any material default within 120 days after written notice from City specifying the particulars of such material default, such failure shall be deemed consent to City to rezone the use to a suitable zone as determined by the City Council, pursuant to the requirements of applicable law.
- 4.3: **Waiver; Forbearance.** A waiver or forbearance by one party of any default by the other party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the party or apply to any subsequent breach of other or future covenants and conditions.

5. ATTORNEY FEES.

- 5.1: In the event of any controversy, claim or legal action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party reasonable attorney fees, expenses, and costs incurred by the prevailing party, including fees and costs on any appeal. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

6. RECORDATION, EFFECTIVE DATE, AND BINDING EFFECT.

- 6.1: **Recordation.** After approval and execution by City through its authorized agents, developer shall record this Agreement, including all exhibits, against the Property in the real property records of Ada County, Idaho and provide City with a recorded copy of this Agreement.
- 6.2: **Effective Date.** This Agreement shall become effective upon the formal adoption and final publication of the zoning.
- 6.3: **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including the City's governing authority and their successors in office. This Agreement shall run with the land and be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- 6.4: **Recordation of Termination.** Upon developer's completion of all of its obligations under this Agreement, City shall provide developer, upon request, recordable evidence of City's concurrence that Developer's obligations under this Agreement have been completed.

7. GENERAL PROVISIONS.

- 7.1: **Incorporation of Recitals.** The recitals above and the exhibits referred to in this Agreement and attached hereto are incorporated into the Agreement as if set out in full in the body of the Agreement. In the event of a conflict between any exhibit and the body of this Agreement, the Agreement shall control unless otherwise noted.
- 7.2: **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section §67-6509, as required by Kuna City Code, Title 5, Chapter 14.
- 7.2.1 It is anticipated this Agreement will be amended for time to time to accommodate the Developers development pursuits.
- 7.3: **Interpretation.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and the word "including" shall be construed as if the words "but not limited to" appear immediately thereafter. The headings contained in this Agreement are for reference purposes only and shall not be construed or interpreted so as to limit or define the intent or the scope of any part of this Agreement. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the parties, it being acknowledged that both parties have substantially and materially contributed to the preparation thereof.

This Agreement and all rights and obligations of the parties shall be governed, construed, and interpreted under and pursuant to the laws of the state of Idaho.

- 7.4: **Final Agreement; Modifications.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between developer and City relative to the subject matter hereof and there are no promises, agreements, conditions or understanding, oral or written, express or implied, between developer and City, other than as are stated herein. This Agreement contains all conditions required by the City and supersedes conditions specified in City staff reports and any conflicting terms and conditions in prior development agreements concerning the land as to obligations between the parties to this Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, changes or additions to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.
- 7.5: **Notices.** All notice between the parties shall be deemed received when personally delivered or when deposited in the United States mail postage prepaid, registered or certified, with return receipt requested, or sent by telegram or mail-o-gram or by recognized courier delivery (e.g., Federal Express, Airborne, Burlington), addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this Section:

To City: City of Kuna
Attn: Mayor of the City of Kuna
P.O. Box 13
Kuna, ID 83634

To Applicant: Joseph Guido
7744 Bella Terra Lane
Meridian, Idaho 83642

and,

To Developer: Humberto Medina Cabrera
639 E. Full Moon Street
Kuna, Idaho 83634

Either party shall give notice to the other party of any change of such party's address for the purpose of this section by giving written notice of such change to the other party in the manner herein provided.

- 7.5: **Time of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

7.6: **Severability.** If any term or provision of this Agreement shall, to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

[end of text; signatures to follow]

The parties have executed this Agreement as of the date first set forth above.

“City”

CITY OF KUNA, an Idaho municipal corporation

By: _____

Date: _____

ATTEST:

City Clerk

Date: _____

“Applicant”

Joseph Guido

By: _____

Date: _____

“Developer”

Humberto Medina Cabrera

By: _____

Date: _____

State of Idaho)
 : ss
County of Ada)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2013.

And who personally appeared before me

(SEAL)

Notary Public: _____

My Commission Expires on: _____

State of Idaho)
 : ss
County of Ada)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2013.

And who personally appeared before me

(SEAL)

Notary Public: _____

My Commission Expires on: _____

State of Idaho)
 : ss
County of Ada)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2013.

And who personally appeared before me

(SEAL)

Notary Public: _____

My Commission Expires on: _____



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

GORDON N. LAW
CITY ENGINEER

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

MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Gordon N. Law
Kuna City Engineer

RE: Joe and Kathryn Guido – Grange Hall
Annexation and Rezone
12-03-AN, 12-02-ZC, 12-03-DA

DATE: October 4, 2012

The City Engineer has reviewed the annexation, rezone and development agreement request of the above applicant dated October 3, 2012. It is noted that specific development plans do not seem to contemplate the construction of any additional structures beyond the existing “Grange Hall”. It is therefore the recommendation of the City Engineer that the development agreement and other conditions be crafted in a manner to preserve the ability of both the applicant and City to reopen the agreement at a later date to provide and allow for more aggressive development possibilities in the future. Accordingly, the City Engineer provides the following comments:

1. Sanitary Sewer Needs

- a) The existing “Grange Hall” appears to be served by its own septic tank and drain field as the city does not have sewer collection facilities in the vicinity at the present time. The proposed uses do not seem to be of a nature to justify the costly extension of City facilities to the site at this time. Accordingly, the City Engineer recommends the continued utilization of the site facilities subject to the requirements and approval of Central District Health Department.
- b) The North Sewer Treatment Plant is located approximately 0.8 miles northeast of the applicant’s property and presently has sufficient capacity to serve this site. No sewer mains or interceptor lines exist between this property and the plant but the adopted Sewer Master Plan has defined the sewer layout for this area, including a future lift station near Lake Hazel and McDermott Roads. It is recommended this application be conditioned to conform to the master plan and connect to the City system at such time in the future as the collection system is within 300 feet of the site. Further, 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 the Master Plan and connection, please contact the City Engineer at 287-1727.

2. Potable Water Needs

- a) The existing “Grange Hall” appears to be served by its own well but the city does have water distribution facilities in the vicinity. The existing uses do not seem to be of a nature to justify the costly extension of City facilities to the site at this time as long as the uses are not expanded and the existing water supply remains viable and safe. Accordingly, the City Engineer recommends the continued utilization of the site facilities until such time as the use is expanded or the existing facilities fail.
- b) A water trunk line exists in Columbia road fronting the property, and there is sufficient capacity to serve the site. It is recommended this application be conditioned to conform to the master plan and connect to the City system as noted in 2a). Further, 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.
- e) The City Engineer concludes redundancy of water source to the development site is not required as the connected load does not exceed twenty-five equivalent dwelling units (25 EDU).

3. Pressure Irrigation

- a) The property’s irrigation needs are presently served by its own well and the Boise-Kuna Irrigation District. The city does not have pressure irrigation facilities in the vicinity. The proposed uses do not seem to be of a nature to justify the costly extension of City facilities to the site at this time. Accordingly, the City Engineer recommends the continued utilization of the site facilities.
- b) While no pressure irrigation mains or pump stations exist in the near vicinity of the property, the adopted Irrigation Master Plan has defined the major pressure main layout for this area, including a trunk line in Columbia Road. It is recommended this application be conditioned to conform to the master plan and connect to the City system at such time in the future as the pressure irrigation system is within 300 feet of the site. Further, when connecting to the pressure irrigation system, the applicant will need to abide by any relevant reimbursement policies and agreements and any relevant connection fees.
- c) Ten foot easements for irrigation lines are required at the time the condition in paragraph 3(b) is triggered to facilitate extension and operation of the city’s pressure irrigation system.
- d) As a condition related to paragraph 3(b), connection to pressure irrigation shall constitute an automatic petition for inclusion in the municipal irrigation system and an agreement to the pooling of water rights for delivery purposes.

4. Grading and Storm Drainage

The following is required only if alteration of surface features is proposed (such as grading or paving) in connection with this application:

- 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 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 any conveyable water rights by deed and "Change of Ownership" form from IDWR. 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, no fees are required.**

7. Right-of-Way

The subject property fronts on its south side on a section line arterial street (Columbia) and on its east on a future mid-mile major collector. The following conditions are related to these classified streets:

- a) Sufficient half right-of-way on the quarter line and section line for the 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.

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, no as-built drawings are required.**

9. Property Description

- a) The applicant provided a property description of the subject parcel.
- b) A description acceptable to the State Tax Commission (usually a metes and bounds description prepared by a licensed surveyor) is recommended as a requirement of this application.



STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

KUNA CITY CLERK

DEQ Response to Request for Environmental Comment

Date: 10/4/2012
Agency Requesting Comments: Kuna City Planning and Zoning
Date Request Received: 10/4/2012
Applicant/Description: 12-03-AN (Annexation) 12-02-ZC (Zone Change)
12-03-DA (Development Agreement)

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- *Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- *IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.*

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater and Recycled Water

- *DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.*

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

All projects for construction or modification of public drinking water systems require preconstruction approval.

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- *A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.*

- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or

disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method.”

For questions, contact Michael McCurdy, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,

Danielle Robbins

Danielle Robbins
danielle.robbs@deq.idaho.gov
Boise Regional Office
Idaho Department of Environmental Quality

C: File # 1814

CHAPTER 7– CITY UTILITY SERVICES; APPLICATION; BILLING; COLLECTION; AND HARDSHIP

SECTION:

DEFINITIONS:

CITY UTILITY SYSTEM: The *City Water System*- that portion of a 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. 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; and the *City Sewer system*- that portion of the City Sewer system (Gordon Law to provide)

APPLICATION FOR UTILITY SERVICES:

Application Required: Any person or entity desiring to have a property connected or reconnected to the City Utility System or where there is a change in the occupancy at the residence, shall, on an application form approved by the City, make application to the City for utility services, and agree to be governed by such rules and regulations not inconsistent with this Chapter.

CONTENTS OF APPLICATION:

The application for utility service shall contain the following: the name of the real property owner and/or any agent of the property owner, such as property management company; the physical address of the real property; mailing address for billing statements; e-mail address; alternate address and/or 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 real property is sold or otherwise transferred, the new owner of the real property shall make application to the City Utility Billing department to transfer the account, and shall execute all forms and other documents required by the City in order to receive service.

Third Party Billing: When making application for City utility services where there is to be a non-owner occupant residing on the property, the third party (property management company, or a tenant) shall receive a duplicate of the bill for City utility services. The third party to whom the billings will be sent shall also execute such documentation as necessary to confirm the billing information. In the event such an account becomes delinquent, the City Utility Billing Department shall send and/or transmit a delinquency notice to the both the billing recipient (tenant) and the owner of the real property, at the addresses or contact information contained in the agreements, as provided by the applicants. This 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 charge a third party billing account setup fee, which must be paid at the time of the application, and a monthly administrative fee; said fees to be set by resolution of the City council.

Lien: The application shall also contain a contract providing that the owner of the property contracting with the City to have the premises receive City utility services expressly consents to the placement of a lien upon the premises in the event charges for utility services become delinquent and unpaid. The contract shall require that the signature of the owner of the property is subscribed and sworn. The lien shall be for the total amount due, plus interest and an administrative fee of fifty dollars (\$50.00) to reimburse the City its administrative expenses.

Agent: An owner may appoint an agent, to act for the owner, to establish an account, receive billings, or do anything else an owner may do, or be required to do, pursuant to this code. The contract appointing the agent shall require that the signature of the owner of the property is subscribed and sworn.

SECURITY DEPOSIT REQUIRED; EXEMPTIONS:

If the real property will not be owner occupied, and the real property owner has completed all required documents, as required by this chapter, including the consent to lien, the real property owner shall not be required to post a deposit; a deposit shall be required on all non-owner occupied properties.

DEPOSIT REFUNDS:

Deposits previously collected under the provisions of this Chapter shall be credited to the account.

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 utility charges.

PAYMENT DUE DATE:

On or about the first (1st) day of each month, the utility billing department shall cause to be mailed or transmitted to each utility user, 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.

DELINQUENT ACCOUNTS:

All utility bills are considered delinquent if not paid to the City on or before the sixteenth (16th) day of each month.

PAYMENT DUE DATE FOR DELINQUENT ACCOUNTS; INCREASED DEPOSIT; LATE FEE:

City utility users will be notified by regular mail, e-mail or automatic dialer that the account is delinquent, and the amount due, plus an administrative fee of ten dollars (\$10.00), non-refundable, is due by the 30th of the month. The notice shall also advise the account holder that if the total amount due is not paid in full, the water will be shut off on the 10th of the month, or the following Monday, if the 10th occurs on the weekend.

TURNING ON WATER:

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 and an administrative fee of fifty dollars (\$50.00) has been paid if the turn on occurs during regular business hours, or seventy-five dollars (\$75.00), if the turn on occurs after regular business hours.

NOTICE OF SHUT OFF OF WATER SERVICE:

If an account has been shutoff for non-payment pursuant to the terms of this Chapter, the City shall mail, email, or autodial notice that the utility service has been shutoff to the addresses on file that receive a billing.

HARDSHIP:

If, prior to the 16th of the month, a person responsible for payment of the City utility account is unable to make payment in full when due, said person shall contact the City Utility Billing Clerk and make payment arrangements. No modifications to the payment arrangements shall be made.

In no event shall a payment agreement provide a payment term of greater than sixty (60) days and the account must be current at the end of the sixty (60) day term.

Any failure to make a payment as per the agreement shall result in immediate shut off of the water.

A person is limited to one (1) hardship agreement for each calendar year.

All payment arrangements shall be subject to an administrative fee of ten dollars (\$10.00).

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.

NOTATION ON MONTHLY BILLING STATEMENTS:

On all monthly utility billing statements the following notation shall appear:

A monthly service charge of up to 1 1/2% (18% annually) will be added to any utility bill not paid within thirty (30) days past the due date thereof.

UNCLAIMED DEPOSITS: All deposits held, pursuant to this Chapter, by the City of Kuna, where the City of Kuna is unable to locate the owner or tenant of the property, shall be processed in accordance with state law.

CRIMINAL PENALTIES FOR FALSE REPRESENTATIONS:

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. Violation of this section shall be considered a misdemeanor and shall be prosecuted as such.

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.

CHAPTER 7 –CITY UTILITY SERVICES; APPLICATION; SECURITY DEPOSIT; BILLING; COLLECTION; AND HARDSHIP

SECTION:

DEFINITIONS:

CITY UTILITY SYSTEM: The *City Water System*- that portion of a 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. 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; and the *City Sewer system*- that portion of the City Sewer system (Gordon Law to provide)

APPLICATION FOR UTILITY SERVICES:

Application Required: Any person or entity desiring to have a property connected or reconnected to the City Utility System or where there is a change in the occupancy at the residence, shall, on an application form approved by the City, make application to the City for utility services, and agree to be governed by such rules and regulations not inconsistent with this Chapter.

CONTENTS OF APPLICATION:

The application for utility service shall contain the following: the name of the real property owner and/or any agent of the property owner, such as property management company; the physical address of the real property; mailing address for billing statements; e-mail address; alternate address and/or 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 real property is sold or otherwise transferred, the new owner of the real property shall make application to the City Utility Billing department to transfer the account, and shall execute all forms and other documents required by the City in order to receive service.

Third Party Billing: When making application for City utility services where there is to be a non-owner occupant residing on the property, the third party (property management company, or a tenant) shall receive a duplicate of the bill for City utility services. The third party to whom the billings will be sent shall also execute such documentation as necessary to confirm the billing information. In the event such an account becomes delinquent, the City Utility Billing Department shall send and/or transmit a delinquency notice to the both the billing recipient (tenant) and the owner of the real property, at the addresses or contact information contained in the agreements, as provided by the applicants. This 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 charge a third party billing account setup fee, which must be paid at the time of the application, and a monthly administrative fee; said fees to be set by resolution of the City council.

Lien: The application shall also contain a contract providing that the owner of the property contracting with the City to have the premises receive City utility services expressly consents to the placement of a lien upon the premises in the event charges for utility services become delinquent and unpaid. The contract shall require that the signature of the owner of the property is subscribed and sworn. The lien shall be for the total amount due, plus interest and an administrative fee of fifty dollars (\$50.00) to reimburse the City its administrative expenses.

Agent: An owner may appoint an agent, to act for the owner, to establish an account, receive billings, or do anything else an owner may do, or be required to do, pursuant to this code. The contract appointing the agent shall require that the signature of the owner of the property is subscribed and sworn.

SECURITY DEPOSIT REQUIRED; EXEMPTIONS:

Security Deposit: Upon application for service, or upon reconnection of an existing service that was terminated or shut off for nonpayment, the City shall require all applicants to pay a refundable deposit to the City in an amount equal to the expected billings for such service(s) for two (2) months at the real property to be served.

The City shall determine the amount based upon pertinent past service data and the information provided in the application for utility services required by section _____ of this chapter.

If the real property will not be owner occupied, and the real property owner has completed all required documents, as required by this chapter, including the consent to lien, the real property owner shall not be required to post a deposit; the deposit shall be posted by the tenant of the real property.

A Deposit shall be required on all accounts, unless the applicant has, within the past two (2) years, had a City of Kuna, Idaho utility service account, in his/her own name, and the applicant has had a satisfactory payment record. A "satisfactory payment record" shall be defined as one in which all payments were made on or before the date due, for all accounts in effect during the aforementioned twenty-four (24) months.

DEPOSIT REFUNDS:

Deposits collected under the provisions of sections _____ of this chapter shall be held by the City for a period of twenty-four (24) months for an active account. At the end of twenty-four (24) month period, if the account holder has attained a "satisfactory payment record", as defined in this chapter, the Deposit shall be refunded in the form of a credit to the account.

If the account holder terminates service, moves from the premises or commits an act of insolvency, such as filing bankruptcy, a refund equal to the amount of any existing deposit less any outstanding account balance shall be returned to the person posting the deposit.

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 utility charges.

PAYMENT DUE DATE:

On or about the first (1st) day of each month, the utility billing department shall cause to be mailed or transmitted to each utility user, 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.

DELINQUENT ACCOUNTS:

All utility bills are considered delinquent if not paid to the City on or before the sixteenth (16th) day of each month.

PAYMENT DUE DATE FOR DELINQUENT ACCOUNTS; INCREASED DEPOSIT; LATE FEE:

City utility users will be notified by regular mail, e-mail or automatic dialer that the account is delinquent, and the amount due, plus an administrative fee of ten dollars (\$10.00), non-refundable, is due by the 30th of the month. The notice shall also advise the account holder that if the total amount due is not paid in full, the water will be shut off on the 10th of the month, or the following Monday, if the 10th occurs on the weekend.

TURNING ON WATER:

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 and an administrative fee of fifty dollars (\$50.00) has been paid if the turn on occurs during regular business hours, or seventy-five dollars (\$75.00), if the turn on occurs after regular business hours.

NOTICE OF SHUT OFF OF WATER SERVICE:

If an account has been shutoff for non-payment pursuant to the terms of this Chapter, the City shall place a sign on the door knob, latch or other conspicuous location at the serviced premises, on the same day as mail, email, or autodial notice that the utility service has been shutoff.

HARDSHIP:

If, prior to the 16th of the month, a person responsible for payment of the City utility account is unable to make payment in full when due, said person shall contact the City Utility Billing Clerk and make payment arrangements. All such agreement shall be in writing in the form of a promissory note, signed by the account holder and the authorized designee from the City.

In no event shall a payment agreement provide a payment term of greater than sixty (60) days and the account must be current at the end of the sixty (60) day term.

Any failure to make a payment as per the agreement shall result in immediate shut off of the water.

A person is limited to one (1) hardship agreement for each calendar year.

All payment arrangements shall be subject to an administrative fee of ten dollars (\$10.00).

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.

NOTATION ON MONTHLY BILLING STATEMENTS:

On all monthly utility billing statements the following notation shall appear:

A monthly service charge of up to 1 1/2% (18% annually) will be added to any utility bill not paid within thirty (30) days past the due date thereof.

UNCLAIMED DEPOSITS: All deposits held, pursuant to this Chapter, by the City of Kuna, where the City of Kuna is unable to locate the owner or tenant of the property, shall be processed in accordance with state law.

CRIMINAL PENALTIES FOR FALSE REPRESENTATIONS:

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. Violation of this section shall be considered a misdemeanor and shall be prosecuted as such.

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.

ORDINANCE NO. 2013-03

AN ORDINANCE OF THE CITY OF KUNA, IDAHO CREATING A NEW CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE DEFINING SPECIAL EVENTS, CREATING PERMITS AND TERMS SPECIFIC TO THE SAME, REQUIRING SPECIAL EVENT PERMITS TO OPERATE WITHIN THE CITY OF KUNA, PROVIDING FOR A METHOD FOR APPLICATION AND ISSUANCE OF SUCH PERMITS, PROVIDING A METHOD FOR ESTABLISHING FEES, PROVIDING FOR REVOCATION OF SUCH PERMITS, PROVIDING FOR A PENALTY FOR VIOLATIONS, A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Idaho Code Section 50-302 grants to cities the power to make ordinances to promote the health, safety and general welfare and provides for enforcement of such ordinances by criminal penalty; and

WHEREAS, The Kuna City Council finds Special Events which are offered to the general public that attract large gatherings of people which may cause adverse public health and safety conditions requiring municipal regulation to ensure adequate protection of public health and safety; and

WHEREAS, It is the intent of the Kuna City Council that this Chapter be enacted to protect and promote the health, welfare and safety of the citizens of and visitors to the City of Kuna, and to regulate Special Events for the benefit and protection of the public health and safety. 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 should pay for those extraordinary resources.

WHEREAS, It is the further intent of the Kuna City Council that this Chapter be construed liberally in favor of protecting and promoting the health, welfare and safety of the citizens of and visitors to the City of Kuna.

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

CHAPTER 8 SPECIAL EVENT PERMITS:

Section 1: A new Chapter 8 of Title 3, titled "Special Events" shall be added to the Kuna City Code and shall read as follows:

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.

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 ordinance 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.

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 (\$500,000) 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.

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 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.

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.

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.

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.

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 waste water into sidewalk 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.

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.

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;

3-8-11: APPEAL FROM DENIAL OR REVOCATION OF A LICENSE

A. 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.

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.

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.

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

ADOPTED this ____ day of _____, 2013.

CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Published Date: