

**OFFICIALS**

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

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

City Council Meeting
AGENDA
Tuesday, October 5, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

2. Invocation:

3. Pledge of Allegiance: Mayor Stear

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

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

A. Regular City Council Meeting Minutes Dated September 21, 2021

B. Accounts Payable Dated September 30, 2021, in the amount of \$886,117.38

C. Findings of Fact and Conclusion of Law

1. Findings of Fact and Conclusions of Law for Case No. 20-07-AN (Annexation), 20-16-S (Pre Plat) – Arrowwood Heights Subdivision
2. Findings of Fact and Conclusions of Law for Case No. 21-01-ZC (Rezone) & 21-01-S (Preliminary Plat) – Circinae Valley Subdivision

D. Case No. 21-14-FP (Final Plat) for Arroyo Vista No. 1

E. Resolutions

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

1. Resolution R42-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO TO COVER THE INSTALLATION OF TEMPORARY PORTABLE WIRING AND EQUIPMENT FOR CARNIVALS, CIRCUSES, AND FAIRS AS OUTLINED IN THE NATIONAL ELECTRICAL CODE ARTICLE 525 THAT OCCUR IN KUNA IDAHO ON CITY PROPERTY.

2. Resolution R43-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY GREYHAWK LAND COMPANY, LLC, FOR GREYHAWK SUBDIVISION NO. 12 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R45-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- Making certain Findings;
- Approving and authorizing the Mayor and the City Clerk to execute on behalf of the City Council that certain agreement with the City of Kuna entitled “Preconstruction Sewer Extension Agreement” by and between the City of Kuna, Select Development and Contracting LLC, and The Westpark Company, Inc. for the design and construction of forcemain improvements; and
- Directing the City Clerk; and
- Setting an Effective Date.

4. Resolution R46-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH JUB ENGINEERING, INC. FOR ASSISTANCE WITH ADMINISTRATION OF THE AMERICAN RESCUE PLAN ACT FUNDS ISSUED TO THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. Resolution R47-2021

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROCUREMENT POLICY; AND AUTHORIZING THE MAYOR TO SIGN SAID DOCUMENT.

6. Resolution R48-2021

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*ANIMAL WELFARE AND ENFORCEMENT AGREEMENT*” WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE 2022 FISCAL YEAR, OCTOBER 1, 2021 TO SEPTEMBER 30, 2022, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

7. Resolution R49-2021

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT BETWEEN VALLEY REGIONAL TRANSIT AND CITY OF KUNA FOR PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION; AUTHORIZING THE CITY TREASURER TO PAY THE PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION IN THE AMOUNT OF FORTY-ONE THOUSAND FOUR HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS (\$41,455.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. External Reports or Requests:

- A. Mayors Recognition Awards, Mayor Stear
- B. City Council Candidates
- C. Domestic Violence Awareness Month Proclamation, Mayor Stear

6. Public Hearings:

- A. **Consideration to approve Case No. 21-02-CPF (Combination Preliminary & Final Plat) Falcon Crest Clubhouse – Troy Behunin, Senior Planner;** Wendy Shrief of JUB Engineers, on behalf of M3 ID Falcon Crest, LLC, requests approval for a Combined Preliminary and Final Plat in order to create a buildable lot for a Clubhouse, 1 commercial lot, 1 common lot and 1 private road lot over 12.42 acres at the Falcon Crest Golf Course development. Section 22, Township 2 North, Range 1 East. **ACTION ITEM**

<http://kunacity.id.gov/DocumentCenter/View/7742/FC-Clubhouse-CC-PACKET-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A. Consideration to approve Resolution R44-2021. Mike Borzick, GIS / Paul Stevens, City Engineer and Public Works Director. **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 2022 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2022 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2022 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2022 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2022 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

8. *Ordinances:*

A. Consideration to approve Ordinance 2021-29 **ACTION ITEM**

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

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

Consideration to waive three readings

Consideration to approve Ordinance

B. Consideration to approve Ordinance 2021-30 **ACTION ITEM**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;

- REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “WILD ANIMALS” AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PROHIBITED ANIMALS,” WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND
- AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND
- REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED “DISEASED ANIMALS,” WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED “CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS,” PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND
- AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION; MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND
- REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PENALTIES,” WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “RESPONSIBILITY FOR ANIMALS OWNED BY MINORS,” WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED “DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS,” WHICH PROVIDES

PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND

- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED “APPEAL PROCEDURE FOR AFFECTED PERSONS,” WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED “PENALTIES,” WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

9. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment:

**OFFICIALS**

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

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

City Council Meeting
Minutes
Tuesday, September 21, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

1. Call to Order and Roll Call

(Timestamp 00:00:21)

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

Marc Bybee, City Attorney – In Person
 Chris Engels, City Clerk – In Person
 Jared Empey, City Treasurer – In Person
 Bobby Withrow, Parks Director – In Person
 Mike Fratusco, Kuna Police Chief – In Person
 Jace Hellman, P & Z Director – In Person
 Troy Behunin, Senior Planner – In Person

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:01:03)

Consideration to Amend the Agenda

(Council must move to amend the agenda per IC 74-204(4)(b))

Add ACTION ITEM to 6.A and 6.B
 Remove None next to the title, 6. Public Hearing

Motion To: Approve the Consent Agenda as published

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Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Voting No: None
Absent: None
Motion Passed: 4-0-0

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
 (Timestamp 00:01:36)

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

- A. Regular City Council Meeting Minutes Dated September 7, 2021
- B. Accounts Payable Dated September 16, 2021, in the amount of \$854,113.33

Council Member Cardoza asked about a few items on the Accounts Payable Batch.

Jared Empey and Chris Engels responded with explanation and identification of the use of funds that were in question.

C. Resolutions

1. Resolution R37-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY AMH DEVELOPMENT LLC, FOR SADIE CREEK SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R38-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R39-2021

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST-OF-LIVING INCREASE OF FOUR AND SEVENTY-TWO ONE HUNDRETH PERCENT (4.72%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE FISCAL YEAR 2022 STEP AND GRADE CHART FOR ALL FULL-TIME EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

4. Resolution R40-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DB DEVELOPMENT, LLC, FOR CAZADOR SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R41-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DB DEVELOPMENT, LLC, FOR CAZADOR SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

Council Member Cardoza asked City Treasurer Jared Empey about three accounts payable

Motion To: Approve the Consent Agenda as published

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. **External Reports or Requests:**

(Timestamp 00:07:30)

- A. Consideration of \$6,000 for the Kuna School District to fund partial costs for a School Resource Officer, Kim Bekkedahl, Assistant Superintendent **ACTION ITEM**

Motion To: Direct staff to prepare agreement and the \$6,000 for the School District for one year.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: Council Member Cardoza asked to include the term of one year in the motion.

Voting No: None

Absent: None

Motion Passed: 4-0-0

6. **Public Hearings:**

(Timestamp 00:23:56)

- A. **Consideration to approve Case No. 20-07-AN (Annexation), 20-16-S (Pre Plat) – Arrowwood Heights Subdivision;** Applicant requests to annex approximately 53.13 acres into the City of Kuna and zone approximately (approx.) 33.71 acres as R-6 Medium Density

Residential (MDR), 7.59 acres as R-8 MDR, and 9.79 acres as C-1 Neighborhood Commercial. Applicant proposes 203 total lots (177 buildable lots and 26 common lots). The C-1 parcel (9.79 ac.), will be subdivided and developed in the future by others. The subject site is adjacent to Kuna City limits on the north and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 7445 S. Ten Mile Road, Meridian, ID 83642, within Section 3, Township 2 North, Range 1 West; (APN: S1303417354).

<http://kunacity.id.gov/DocumentCenter/View/7739/20-07-AN-Arrowwood-Hts-CC-PACKET-PDF>

Troy Behunin, Senior Planner, reviewed case No. 20-07-AN and fielded questions from City Council.

Wendy Shrief, J-U-B, reviewed Arrowwood Heights Subdivision and stood for questions.

Chris Brown, concerned citizen, reviewed the notes from the neighborhood meeting and concerns he has about the subdivision.

Council members discussed Mr. Browns concerns and asked questions.

Richard Durrant, concerned citizen, expressed his concerns for the subdivision and stood for questions.

Michael McShane, concerned citizen, expressed his concerns with the proposed development.

Cindy Geason, concerned citizen, expressed her concerns and opposition to the proposed development.

Mayor Stear read written testimony that was submitted.

Teresa Haldorson, concerned citizen, expressed her concerns about traffic. Mayor Stear directed her to the transportation study within the packet.

(Timestamp 01:33:00)

Applicant, Wendy Shrief and Jeff Bauer responded to concerns and opposition from testimony provided by the concerned citizens.

Council Member Christensen asked about the Fire Districts concerns with the water flow to the new development. Paul Stevens, Public Works Director responded.

Council President McPherson asked about putting a single-story requirement on a certain part of the development.

Jace Hellman, Planning and Zoning Director, responded the route to take for that to happen.

Council, City Staff and Mayor Stear continued to review the development application.

(Timestamp 02:12:15)

Edinson Bautista, ACHD, answered questions from Council about ACHD's 5-year work plan in regards to the traffic study and the development.

Jeff Bauer, responded to the traffic study issues that were presented.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Motion To: Deny 20-07-AN (Annexation)

Motion By: Council Member Christensen

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

- B. 21-01-ZC (Rezone), 21-01-S (Subdivision) Circinae Valley Subdivision:** Randy Wall requests a rezone for approximately 6.46 acres from A (Agriculture) to R-6 (Medium Density Residential) and to subdivide the 6.46 acres into 33 total lots (27 residential lots and six (6) common lots). The subject site is located approximately 1,200 feet North of W King Road on S School Avenue, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070500080).

(Timestamp 02:54:00)

<http://kunacity.id.gov/DocumentCenter/View/7740/21-01-ZC-Rezone-21-01-S-Subdivision-Circinae-Valley-Subdivison-Packet-PDF>

Doug Hansen, Planner II, reviewed the application and stood for questions.

Randy Wall, Applicant, reviewed and gave background on the subdivision.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None
Motion Passed: 4-0-0

Motion To: Approve 21-01-ZC (Rezone) 21-01-S (Subdivision) and close the public hearing.

Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

7. Business Items: None

8. Ordinances: None

9. Executive Session: None

10. Mayor/Council Announcements:

11. Adjournment: 9:14 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 10.05.2021*

City of Kuna

Payment Approval Report - City Council Approval

Page: 1

Report dates: 9/17/2021-9/30/2021

Sep 30, 2021 11:05AM

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC.												
1463	A COMPANY, INC.	114-12409666		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 9/17/21 - 10/14/21 - BUTLER PARK	09/20/2021	212.57	.00	01-6212 RENT- EQUIPMENT	1004	9/21		
Total 114-12409666:						212.57	.00					
Total A COMPANY, INC.:						212.57	.00					
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	211243		RUN POWER & CONTROLS FOR AUTOMATIC GATE SYSTEM, C. OSWALD, SEPT. '21 -WATER	09/15/2021	842.47	.00	20-6020 CAPITAL IMPROVEMENTS	1256	9/21		
1210	A.M.E. ELECTRIC, INC.	211243		RUN POWER & CONTROLS FOR AUTOMATIC GATE SYSTEM, C. OSWALD, SEPT. '21 -SEWER	09/15/2021	842.47	.00	21-6020 CAPITAL IMPROVEMENTS	1256	9/21		
1210	A.M.E. ELECTRIC, INC.	211243		RUN POWER & CONTROLS FOR AUTOMATIC GATE SYSTEM, C. OSWALD, SEPT. '21 -PI	09/15/2021	320.94	.00	25-6020 CAPITAL IMPROVEMENTS	1256	9/21		
Total 211243:						2,005.88	.00					
1210	A.M.E. ELECTRIC, INC.	211581		MISCELLANEOUS ELECTRICAL FOR WWTP SHOP, C. OSWALD, SEPT. '21-WATER	09/24/2021	322.10	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/21		
1210	A.M.E. ELECTRIC, INC.	211581		MISCELLANEOUS ELECTRICAL FOR WWTP SHOP, C. OSWALD, SEPT. '21-SEWER	09/24/2021	322.10	.00	21-6140 MAINT & REPAIR BUILDING	0	9/21		
1210	A.M.E. ELECTRIC, INC.	211581		MISCELLANEOUS ELECTRICAL FOR WWTP SHOP, C. OSWALD, SEPT. '21-PI	09/24/2021	122.69	.00	25-6140 MAINT & REPAIR BUILDING	0	9/21		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 9/17/2021-9/30/2021

 Page: 2
 Sep 30, 2021 11:05AM

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 211581:						766.89	.00					
Total A.M.E. ELECTRIC, INC.:						2,772.77	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	30416		<u>INTERNET SERVICES AT THE PARKS OFFICE</u>	09/01/2021	336.00	.00	<u>01-6290 UTILITIES</u>	1004	9/21		
Total 30416:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126471458	12391	<u>FLOOR MATS FOR BUILDING TRUCK, J.COULTER, SEPT.'21</u>	09/28/2021	19.79	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1005	9/21		
Total 4126471458:						19.79	.00					
Total AUTOZONE, INC.:						19.79	.00					
B.A. FISCHER SALES CO., INC.												
1651	B.A. FISCHER SALES CO., INC.	0178250-IN	12346	<u>HEADER PIPE GASKETS FOR TANKS 1 & 2. T.SHAFFER, SEPT.'21</u>	09/21/2021	60.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total 0178250-IN:						60.00	.00					
Total B.A. FISCHER SALES CO., INC.:						60.00	.00					
BOISE RIVER FENCE												
2105	BOISE RIVER FENCE	21806		<u>AUTOMATED CANTILEVER SLIDING GATE, C. OSWALD, SEPT. '21-WATER</u>	09/20/2021	6,804.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1256	9/21		
2105	BOISE RIVER FENCE	21806		<u>AUTOMATED CANTILEVER SLIDING GATE, C. OSWALD, SEPT. '21-SEWER</u>	09/20/2021	6,804.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1256	9/21		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 9/17/2021-9/30/2021Page: 3
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2105	BOISE RIVER FENCE	21806		<u>AUTOMATED CANTILEVER SLIDING GATE, C. OSWALD, SEPT. '21-PI</u>	09/20/2021	2,592.00	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1256	9/21		
Total 21806:						16,200.00	.00					
Total BOISE RIVER FENCE:						16,200.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	172018	12319	<u>1 CARTON SELF-STICK EASEL PADS, C. MERRITT, SEPT'21 - ECONOMIC DEVELOPMENT</u>	09/16/2021	42.05	.00	<u>01-6165 OFFICE SUPPLIES</u>	4000	9/21		
1795	BUYWYZ LLC	172018	12319	<u>2 DOZEN RED PENS, 1 EA CARTON FORKS, 1 EA BINDER, 1 EA WIDE DIVIDERS, 1 BOX PUSH PINS, 1 BOX AA BATTERIES, 1 BOX CORRECTION TAPE, 3 BOXS STAPLES, FOR CITY HALL, SEPT'21 - ADMIN</u>	09/16/2021	51.51	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/21		
1795	BUYWYZ LLC	172018	12319	<u>2 DOZEN RED PENS, 1 EA CARTON FORKS, 1 EA BINDER, 1 EA WIDE DIVIDERS, 1 BOX PUSH PINS, 1 BOX AA BATTERIES, 1 BOX CORRECTION TAPE, 3 BOXS STAPLES, FOR CITY HALL, SEPT'21 - WATER</u>	09/16/2021	35.24	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/21		
1795	BUYWYZ LLC	172018	12319	<u>2 DOZEN RED PENS, 1 EA CARTON FORKS, 1 EA BINDER, 1 EA WIDE DIVIDERS, 1 BOX PUSH PINS, 1 BOX AA BATTERIES, 1 BOX CORRECTION TAPE, 3 BOXS STAPLES, FOR CITY HALL, SEPT'21 - SEWER</u>	09/16/2021	35.24	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/21		
1795	BUYWYZ LLC	172018	12319	<u>2 DOZEN RED PENS, 1 EA CARTON FORKS, 1 EA BINDER, 1 EA WIDE DIVIDERS, 1 BOX PUSH PINS, 1 BOX AA BATTERIES, 1 BOX CORRECTION TAPE, 3 BOXS STAPLES, FOR CITY HALL, SEPT'21 - PI</u>	09/16/2021	13.55	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/21		

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				NOTES, 1 PK FACIAL TISSUE, 1 PK TAPE, 1 PK NAPKINS, 1 EA BINDER, FOR CITY HALL, SEPT' 21 - WATER	09/24/2021	66.73	.00	20-6165 OFFICE SUPPLIES	0	9/21		
1795	BUYWYZ LLC	172228	12369	1 BX HANGING FOLDERS, 1 PK PAPER PLATES, 3 MONTHLY PLANNERS, 1 EA 3 MONTH WALL CALENDER, 1 EA 2 MONTH CALENDAR, 1 PK NOTEPADS, 1 PK STICKY NOTES, 1 PK FACIAL TISSUE, 1 PK TAPE, 1 PK NAPKINS, 1 EA BINDER, FOR CITY HALL, SEPT' 21 - SEWER	09/24/2021	66.73	.00	21-6165 OFFICE SUPPLIES	0	9/21		
1795	BUYWYZ LLC	172228	12369	1 BX HANGING FOLDERS, 1 PK PAPER PLATES, 3 MONTHLY PLANNERS, 1 EA 3 MONTH WALL CALENDER, 1 EA 2 MONTH CALENDAR, 1 PK NOTEPADS, 1 PK STICKY NOTES, 1 PK FACIAL TISSUE, 1 PK TAPE, 1 PK NAPKINS, 1 EA BINDER, FOR CITY HALL, SEPT' 21 - PI	09/24/2021	25.67	.00	25-6165 OFFICE SUPPLIES	0	9/21		
Total 172228:						256.66	.00					
Total BUYWYZ LLC:						488.77	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 09-07-10/06/2021-ADMIN	09/07/2021	14.93	14.93	01-6255 TELEPHONE	0	9/21	09/24/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 09-07-10/06/2021-WATER	09/07/2021	13.86	13.86	20-6255 TELEPHONE EXPENSE	0	9/21	09/24/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 09-07-10/06/2021-SEWER	09/07/2021	13.86	13.86	21-6255 TELEPHONE EXPENSE	0	9/21	09/24/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 09-07-10/06/2021-PI	09/07/2021	5.33	5.33	25-6255 TELEPHONE EXPENSE	0	9/21	09/24/2021	

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62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 09- 07-10/06/2021-P&Z</u>	09/07/2021	5.33	5.33	<u>01-6255 TELEPHONE</u>	1003	9/21	09/24/2021	
Total 208922917954B09072021:						53.31	53.31					
Total CENTURYLINK:						53.31	53.31					
CLEARY BUILDING CORP												
2091	CLEARY BUILDING CORP	2021104056		<u>STORAGE BUILDING AT TREATMENT PLANT, SEPT.'21 - WATER</u>	09/23/2021	59,404.00	.00	<u>20-6045 CONTINGENCY</u>	1261	9/21		
2091	CLEARY BUILDING CORP	2021104056		<u>STORAGE BUILDING AT TREATMENT PLANT, SEPT.'21 - SEWER</u>	09/23/2021	59,404.00	.00	<u>21-6045 CONTINGENCY</u>	1261	9/21		
Total 2021104056:						118,808.00	.00					
Total CLEARY BUILDING CORP:						118,808.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	P558759	12174	<u>METER LIDS & RIMS, TRAFFIC RATED, B. BUR, SEPT. '21</u>	09/15/2021	398.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	9/21		
Total P558759:						398.60	.00					
Total CORE & MAIN LP:						398.60	.00					
CURTIS CLEAN SWEEP INC												
1175	CURTIS CLEAN SWEEP INC	165361		<u>PARKING LOT RESTRIPE, SEALCOAT & CRACKFILL, SEPT. '21-WATER</u>	08/31/2021	2,646.72	.00	<u>20-6150 M & R - SYSTEM</u>	0	9/21		
1175	CURTIS CLEAN SWEEP INC	165361		<u>PARKING LOT RESTRIPE, SEALCOAT & CRACKFILL, SEPT. '21-SEWER</u>	08/31/2021	2,646.72	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
1175	CURTIS CLEAN SWEEP INC	165361		<u>PARKING LOT RESTRIPE, SEALCOAT & CRACKFILL, SEPT. '21-PI</u>	08/31/2021	1,008.26	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	9/21		

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Total 165361:						6,301.70	.00					
Total CURTIS CLEAN SWEEP INC:						6,301.70	.00					
D & B SUPPLY												
75	D & B SUPPLY	623	12365	<u>REPLACEMENT DRILL AND TABLESAW, J. ADAMS, SEPT.'21</u>	09/22/2021	779.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/21		
Total 623:						779.98	.00					
75	D & B SUPPLY	663	12368	<u>SUPPLIES FOR CLEANING VEHICLES, J. MORFIN, SEPT.'21</u>	09/22/2021	106.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	9/21		
Total 663:						106.00	.00					
75	D & B SUPPLY	99495	12313	<u>WINTER JACKETS FOR THE BUILDING DEPARTMENT, C. OSWALD, SEPT. '21</u>	09/15/2021	191.98	.00	<u>01-6285 UNIFORMS</u>	1005	9/21		
Total 99495:						191.98	.00					
Total D & B SUPPLY:						1,077.96	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-2174900	12306	<u>TOTE OF CHLORINE, D. CROSSELY, SEPT.'21</u>	09/20/2021	751.06	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	9/21		
Total IN-2174900:						751.06	.00					
512	DUBOIS CHEMICALS INC	IN-2175587	12360	<u>CHEMFLOC, T.SHAEFFER, SEPT.'21</u>	09/21/2021	3,150.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	9/21		
Total IN-2175587:						3,150.00	.00					

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512	DUBOIS CHEMICALS INC	IN-2176148	12359	<u>1 BARREL OF SODIUM , T. SHAFFER, SEPT. '21</u>	09/22/2021	411.37	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	9/21		
Total IN-2176148:						411.37	.00					
Total DUBOIS CHEMICALS INC:						4,312.43	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	9724233	12302	<u>HOTWATER EXPANSION TANK FOR CITY HALL, S. HOWELL, SEPT. '21-ADMIN</u>	09/14/2021	110.93	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
219	FERGUSON ENTERPRISES INC	9724233	12302	<u>HOTWATER EXPANSION TANK FOR CITY HALL, S. HOWELL, SEPT. '21-WATER</u>	09/14/2021	75.90	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
219	FERGUSON ENTERPRISES INC	9724233	12302	<u>HOTWATER EXPANSION TANK FOR CITY HALL, S. HOWELL, SEPT. '21-SEWER</u>	09/14/2021	75.90	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
219	FERGUSON ENTERPRISES INC	9724233	12302	<u>HOTWATER EXPANSION TANK FOR CITY HALL, S. HOWELL, SEPT. '21-PI</u>	09/14/2021	29.19	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
Total 9724233:						291.92	.00					
Total FERGUSON ENTERPRISES INC:						291.92	.00					
GREEN'S SAND & GRAVEL												
536	GREEN'S SAND & GRAVEL	6641	12322	<u>TOP SOIL, J.MORFIN, SEPT.'21</u>	09/16/2021	1,620.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		
Total 6641:						1,620.00	.00					
536	GREEN'S SAND & GRAVEL	6642	12353	<u>TOP SOIL AND SAND FOR GREENBELT, J. MORFIN, SEPT. '21</u>	09/21/2021	1,008.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		

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Total 6642:						1,008.00	.00					
536	GREEN'S SAND & GRAVEL	6643	12364	<u>6 LOADS TOP SOIL, J. MORFIN, SEPT. '21</u>	09/22/2021	756.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		
Total 6643:						756.00	.00					
Total GREEN'S SAND & GRAVEL:						3,384.00	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	15916252	12382	<u>SPRINKLER STOCK, J. DURHAM, SEPT'21</u>	09/24/2021	729.16	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		
Total 15916252:						729.16	.00					
Total H.D. FOWLER COMPANY:						729.16	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	961530		<u>DOUBLE BANK TOP CHEST LIME, DOUBLE BANK ROLL CAB LIME, 2 EA IMPACT DEEP SOCKET SET, B. WITHROW, SEPT. '21</u>	09/17/2021	859.96	.00	<u>21-6175 SMALL TOOLS</u>	0	9/21		
1312	HARBOR FREIGHT TOOLS	961530		<u>MECHANICS SHOP TOWELS, ELECTRIC TAPE, PLUMBERS TAPE, BLACK TIES, B. WITHROW, SEPT. '21</u>	09/17/2021	52.32	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total 961530:						912.28	.00					
Total HARBOR FREIGHT TOOLS:						912.28	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	09242021P		<u>ELECTRIC SERVICE 08/13- 09/17/2021-STREET LIGHTS</u>	09/24/2021	5,963.06	5,963.06	<u>01-6290 UTILITIES</u>	1002	9/21	09/24/2021	

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Total 09242021IP:						5,963.06	5,963.06					
Total IDAHO POWER CO:						5,963.06	5,963.06					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	14007	12265	<u>AD# 143727, LEGAL PUBLIC NOTICE, RFP STUDY, N. STANLEY, SEPT. '21</u>	09/15/2021	229.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/21		
Total 14007:						229.10	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14008	12285	<u>AD# 145486, LEGAL PUBLIC NOTICE, ORDINANCE NO. 2021-27, N. STANLEY, SEPT. '21</u>	09/15/2021	45.70	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/21		
Total 14008:						45.70	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14009	12285	<u>AD# 145488, LEGAL PUBLIC NOTICE, ORDINANCE NO. 2021-28, N. STANLEY, SEPT. '21</u>	09/15/2021	52.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/21		
Total 14009:						52.36	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14010	12291	<u>AD# 146154, LEGAL PUBLIC NOTICE, 21-02-CPE: FALCON CREST CLUBHOUSE, J. REID, SEPT '21</u>	09/15/2021	44.22	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/21		
Total 14010:						44.22	.00					
Total IDAHO PRESS TRIBUNE, LLC:						371.38	.00					
IDAHO STATE TREASURER'S OFFICE												
1965	IDAHO STATE TREASURER'S OFFICE	FY21		<u>ESCHEAT UTILITY REFUND CHECK</u>	09/17/2021	2,504.13	2,504.13	<u>20-2201 ESCHEAT PAYABLE</u>	0	9/21	09/17/2021	
Total FY21:						2,504.13	2,504.13					

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Total IDAHO STATE TREASURER'S OFFICE:						2,504.13	2,504.13					
IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	2109-008026	12331	<u>MISC TOOLS, T.SHAFFER, SEPT.'21</u>	09/16/2021	1,583.04	.00	<u>21-6175 SMALL TOOLS</u>	0	9/21		
Total 2109-008026:						1,583.04	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						1,583.04	.00					
iWorQ SYSTEMS												
1661	iWorQ SYSTEMS	195955		<u>IWORQ SUBSCRIPTION, FY22,</u>	09/01/2021	5,420.00	5,420.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/21	09/24/2021	
Total 195955:						5,420.00	5,420.00					
Total iWorQ SYSTEMS:						5,420.00	5,420.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09102021-091		<u>SANITATION RECEIPT TRANSFER 09/10-09/16/2021</u>	09/17/2021	121,424.64	121,424.64	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/21	09/17/2021	
230	J & M SANITATION, INC.	09102021-091		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 09/10-09/16/2021</u>	09/17/2021	-11,996.76	-11,996.76	<u>01-4170 FRANCHISE FEES</u>	0	9/21	09/17/2021	
Total 09102021-09162021:						109,427.88	109,427.88					
230	J & M SANITATION, INC.	09172021-092		<u>SANITATION RECEIPT TRANSFER 09/17-09/23/2021</u>	09/24/2021	36,173.75	36,173.75	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/21	09/24/2021	
230	J & M SANITATION, INC.	09172021-092		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 09/17-09/23/2021</u>	09/24/2021	-3,573.97	-3,573.97	<u>01-4170 FRANCHISE FEES</u>	0	9/21	09/24/2021	
Total 09172021-09232021:						32,599.78	32,599.78					

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Total J & M SANITATION, INC.:						142,027.66	142,027.66					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0212447		<u>PROFESSIONAL SERVICES</u> <u>08/01-08/31/2021 KUNA MODEL</u> <u>UPDATE-WATER</u>	09/13/2021	1,698.38	.00	<u>20-6202</u> <u>PROFESSIONAL</u> <u>SERVICES</u>	0	9/21		
429	KELLER ASSOCIATES, INC.	0212447		<u>PROFESSIONAL SERVICES</u> <u>08/01-08/31/2021 KUNA MODEL</u> <u>UPDATE-SEWER</u>	09/13/2021	1,698.38	.00	<u>21-6202</u> <u>PROFESSIONAL</u> <u>SERVICES</u>	0	9/21		
429	KELLER ASSOCIATES, INC.	0212447		<u>PROFESSIONAL SERVICES</u> <u>08/01-08/31/2021 KUNA MODEL</u> <u>UPDATE-PI</u>	09/13/2021	646.99	.00	<u>25-6202</u> <u>PROFESSIONAL</u> <u>SERVICES</u>	0	9/21		
Total 0212447:						4,043.75	.00					
Total KELLER ASSOCIATES, INC.:						4,043.75	.00					
KUNA LUMBER												
499	KUNA LUMBER	A124269	12272	<u>TOILET HANDLE FOR WWTP, S.</u> <u>HOWELL, SEPT. '21</u>	09/07/2021	6.74	.00	<u>21-6140 MAINT &</u> <u>REPAIR BUILDING</u>	0	9/21		
499	KUNA LUMBER	A124269	12272	<u>DISC GOLF BUILDING KEY, S.</u> <u>HOWELL, SEPT. '21</u>	09/07/2021	2.07	.00	<u>01-6140 MAINT. &</u> <u>REPAIR BUILDING</u>	1004	9/21		
Total A124269:						8.81	.00					
499	KUNA LUMBER	A124427	12304	<u>FLEET TOOLS & SAUDERING</u> <u>SUPPLIES, S. HOWELL, SEPT.</u> <u>'21-ADMIN</u>	09/14/2021	36.11	.00	<u>01-6175 SMALL</u> <u>TOOLS</u>	0	9/21		
499	KUNA LUMBER	A124427	12304	<u>FLEET TOOLS & SAUDERING</u> <u>SUPPLIES, S. HOWELL, SEPT.</u> <u>'21-WATER</u>	09/14/2021	14.44	.00	<u>20-6175 SMALL</u> <u>TOOLS</u>	0	9/21		
499	KUNA LUMBER	A124427	12304	<u>FLEET TOOLS & SAUDERING</u> <u>SUPPLIES, S. HOWELL, SEPT.</u> <u>'21-SEWER</u>	09/14/2021	14.44	.00	<u>21-6175 SMALL</u> <u>TOOLS</u>	0	9/21		
499	KUNA LUMBER	A124427	12304	<u>FLEET TOOLS & SAUDERING</u> <u>SUPPLIES, S. HOWELL, SEPT.</u> <u>'21-PI</u>	09/14/2021	7.22	.00	<u>25-6140 MAINT &</u> <u>REPAIR BUILDING</u>	0	9/21		

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				<u>'21-ADMIN</u>	09/14/2021	8.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
499	KUNA LUMBER	B155577	12308	<u>PLUMBING PARTS FOR CITY HALL EXPANSION TANK INSTALL, S. HOWELL, SEPT. '21- WATER</u>	09/14/2021	3.40	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
499	KUNA LUMBER	B155577	12308	<u>PLUMBING PARTS FOR CITY HALL EXPANSION TANK INSTALL, S. HOWELL, SEPT. '21- SEWER</u>	09/14/2021	3.40	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
499	KUNA LUMBER	B155577	12308	<u>PLUMBING PARTS FOR CITY HALL EXPANSION TANK INSTALL, S. HOWELL, SEPT. '21- PI</u>	09/14/2021	1.69	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
Total B155577:						16.99	.00					
499	KUNA LUMBER	B155639	12324	<u>ZIPTIES FOR THE LAGOONS, C. MCDANIEL, SEPT. '21</u>	09/16/2021	11.69	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total B155639:						11.69	.00					
499	KUNA LUMBER	B155644	12323	<u>HEX LAG SCREW, HEAVY DUTY GORILLA WELD, GOLD SPRAY PAINT FOR TOTEM POLE ART COMMISSION, J.MORFIN, SEPT.'21</u>	09/16/2021	12.82	.00	<u>01-6070 DONATIONS EXPENSE</u>	1004	9/21		
Total B155644:						12.82	.00					
499	KUNA LUMBER	B155671	12332	<u>BRUSHES, POLES, SPACKLE FOR PLANT LOCKERS, R.DAVILA, SEPT.'21</u>	09/16/2021	55.36	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	9/21		
Total B155671:						55.36	.00					
499	KUNA LUMBER	B155673	12333	<u>RAMP SET FOR WATER TOWER BUILDING, J.ADAMS, SEPT.'21</u>	09/16/2021	37.89	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		

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Total B155673:						37.89	.00					
499	KUNA LUMBER	B155674	12333	<u>4 SHEETS PLYWOOD, CHRISTMAS AT THE VILLAGE, J. ADAMS, SEPT.'21</u>	09/16/2021	239.96	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/21		
Total B155674:						239.96	.00					
499	KUNA LUMBER	B155675	12334	<u>9 VOLT BATTERIES, D. ABBOTT, SEPT'21 - PARKS</u>	09/16/2021	35.96	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		
Total B155675:						35.96	.00					
499	KUNA LUMBER	B155802	12348	<u>HOOCS TO HANG EQUIPMENT AT THE SHED AT SHOP. J. DURHAM, SEPT'21</u>	09/20/2021	30.13	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		
Total B155802:						30.13	.00					
499	KUNA LUMBER	B155820	12352	<u>LED LIGHTS FOR PARKS SHOP, S. HOWELL, SEPT. '21</u>	09/21/2021	41.39	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	9/21		
Total B155820:						41.39	.00					
499	KUNA LUMBER	B155824	12356	<u>SIDING AND NAILS FOR BUILDING UNDER THE WATER TOWER, R. WARWICK SEPT. '21</u>	09/21/2021	1,077.18	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1237	9/21		
Total B155824:						1,077.18	.00					
499	KUNA LUMBER	B155843	12362	<u>PIPE THREAD COMPOUND, M. NADAEU, SEPT'21</u>	09/21/2021	8.98	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total B155843:						8.98	.00					

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499	KUNA LUMBER	B155857	12366	<u>SCREWS AND WASHERS FOR AIR HOSE REEL PLANT, T.FLEMING, SEPT.'21</u>	09/22/2021	8.10	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total B155857:						8.10	.00					
499	KUNA LUMBER	B155892	12377	<u>1 PADLOCK FOR SECURITY GATE, C. OSWALD, SEPT. '21- WATER</u>	09/23/2021	4.65	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1256	9/21		
499	KUNA LUMBER	B155892	12377	<u>1 PADLOCK FOR SECURITY GATE, C. OSWALD, SEPT. '21- SEWER</u>	09/23/2021	4.65	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1256	9/21		
499	KUNA LUMBER	B155892		<u>1 PADLOCK FOR SECURITY GATE, C. OSWALD, SEPT. '21-PI</u>	09/23/2021	1.76	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1256	9/21		
Total B155892:						11.06	.00					
499	KUNA LUMBER	B156035	12392	<u>3 EA PVC NIPPLE FOR SPINKLER, D. ABBOTT, SEPT. '21</u>	09/28/2021	4.02	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	9/21		
Total B156035:						4.02	.00					
Total KUNA LUMBER:						1,898.90	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	4413	12336	<u>METAL FOR TOE HITCH FOR PARKS, B. GILLOGY, SEPT'21</u>	09/17/2021	30.02	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/21		
Total 4413:						30.02	.00					
Total KUNA MACHINE LLC:						30.02	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800509324	12339	<u>TIRES AND ALIGNMENT FOR WATER TRUCK #30, S. HOWELL, SEPT. '21</u>	09/17/2021	1,323.87	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/21		

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Total 12800509324:						1,323.87	.00					
221	LES SCHWAB TIRES	12800509792	12343	TIRES, ALIGNMENT & TIRE PRESSURE MONITORING FOR F-350, B.BURR, SEPT'21-WATER	09/20/2021	1,215.93	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/21		
221	LES SCHWAB TIRES	12800509792	12343	TIRES, ALIGNMENT & TIRE PRESSURE MONITORING FOR F-350, B.BURR, SEPT'21-PI	09/20/2021	303.98	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/21		
Total 12800509792:						1,519.91	.00					
Total LES SCHWAB TIRES:						2,843.78	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR989699		CONTRACT OVERAGE CHARGE FOR (08/01-08/31/2021)} CONTRACT LEASE CHARGE, MODEL # MPC307SPF, SERIAL # C509P900318, SEPT.' 21-ADMIN	09/16/2021	24.55	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/21		
1619	LOCAHAN LLC	AR989699		CONTRACT OVERAGE CHARGE FOR (08/01-08/31/2021)} CONTRACT LEASE CHARGE, MODEL # MPC307SPF, SERIAL # C509P900318, SEPT.' 21-WATER	09/16/2021	22.79	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/21		
1619	LOCAHAN LLC	AR989699		CONTRACT OVERAGE CHARGE FOR (08/01-08/31/2021)} CONTRACT LEASE CHARGE, MODEL # MPC307SPF, SERIAL # C509P900318, SEPT.' 21-SEWER	09/16/2021	22.79	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/21		
1619	LOCAHAN LLC	AR989699		CONTRACT OVERAGE CHARGE FOR (08/01-08/31/2021)} CONTRACT LEASE CHARGE, MODEL # MPC307SPF, SERIAL # C509P900318, SEPT.' 21-PI	09/16/2021	8.76	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/21		

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1619	LOCAHAN LLC	AR989699		<u>CONTRACT OVERAGE CHARGE FOR (08/01- 08/31/2021); CONTRACT LEASE CHARGE, MODEL # MPC307SPE, SERIAL # C509P900318, SEPT.' 21-P&Z</u>	09/16/2021	8.76	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	9/21		
Total AR989699:						87.65	.00					
1619	LOCAHAN LLC	AR989700		<u>CONTRACT OVERAGE CHARGE FOR (08/01- 08/31/2021) CONTRACT LEASE CHARGE, MODEL #MX1541, SERIAL #03012172, SEPT. 21- WATER</u>	09/16/2021	90.81	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	9/21		
1619	LOCAHAN LLC	AR989700		<u>CONTRACT OVERAGE CHARGE FOR (08/01- 08/31/2021) CONTRACT LEASE CHARGE, MODEL #MX1541, SERIAL #03012172, SEPT. 21- SEWER</u>	09/16/2021	90.81	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/21		
1619	LOCAHAN LLC	AR989700		<u>CONTRACT OVERAGE CHARGE FOR (08/01- 08/31/2021) CONTRACT LEASE CHARGE, MODEL #MX1541, SERIAL #03012172, SEPT. 21-PI</u>	09/16/2021	34.59	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/21		
Total AR989700:						216.21	.00					
Total LOCAHAN LLC:						303.86	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	09242021MT		<u>REIMBURSEMENT FOR TRAVEL AND PER DIEM FOR TRAINING IN MADISON, WI, SEPT.'21</u>	09/24/2021	138.83	138.83	<u>01-6270 TRAVEL</u>	4000	9/21	09/24/2021	
Total 09242021MT:						138.83	138.83					
1849	MISCELLANEOUS #2	09242021NS		<u>REIMBURSEMENT, MILEAGE TO ICCTFOA CONFERENCE, N.STANLEY, SEPT.'21 - ADMIN</u>	09/24/2021	56.82	.00	<u>01-6270 TRAVEL</u>	0	9/21		

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1849	MISCELLANEOUS #2	09242021NS		<u>REIMBURSEMENT. MILEAGE TO ICCTFOA CONFERENCE, N.STANLEY, SEPT.'21 - WATER</u>	09/24/2021	1.20	.00	<u>20-6270 TRAVEL EXPENSES</u>	0	9/21		
1849	MISCELLANEOUS #2	09242021NS		<u>REIMBURSEMENT. MILEAGE TO ICCTFOA CONFERENCE, N.STANLEY, SEPT.'21 - SEWER</u>	09/24/2021	1.20	.00	<u>21-6270 TRAVEL EXPENSES</u>	0	9/21		
1849	MISCELLANEOUS #2	09242021NS		<u>REIMBURSEMENT. MILEAGE TO ICCTFOA CONFERENCE, N.STANLEY, SEPT.'21 - P.I</u>	09/24/2021	.59	.00	<u>25-6270 TRAVEL EXPENSES</u>	0	9/21		
Total 09242021NS:						59.81	.00					
Total MISCELLANEOUS #2:						198.64	138.83					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1084		<u>CONCRETE PREP & FLATWORK FOR BERNIE FISHER PARK. B. WITHROW, SEPT'21</u>	09/20/2021	7,184.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1236	9/21		
Total 1084:						7,184.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						7,184.00	.00					
NORCO, INC.												
222	NORCO, INC.	35909825171	12328	<u>FENCE FOR PLAYGROUND AT BERNIE FISHER PARK. B. WITHROW, SEPT'21</u>	09/16/2021	91.20	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1242	9/21		
Total 35909825171:						91.20	.00					
Total NORCO, INC.:						91.20	.00					
PARTS, INC.												
470	PARTS, INC.	244150	12312	<u>WIPER BLADES FOR TRUCK #27, SEPT'21 - ADMIN</u>	09/15/2021	19.54	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/21		
470	PARTS, INC.	244150	12312	<u>HYDRAULIC OIL, FOR LAGOONS BACKHOE, SEPT'21 - SEWER</u>	09/15/2021	167.04	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/21		

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Total 244150:						186.58	.00					
470	PARTS, INC.	244157	12312	<u>HYDRAULIC OIL FILTER & DOOR STRUT, FOR LAGOONS BACKHOE, SEPT'21 - SEWER</u>	09/15/2021	69.94	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/21		
Total 244157:						69.94	.00					
470	PARTS, INC.	244180	12318	<u>HYDRAULIC HOSE FOR WHEEL LINES AT THE FARM, T. SHAFFER, SEPT'21 - SEWER</u>	09/15/2021	32.37	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/21		
Total 244180:						32.37	.00					
470	PARTS, INC.	244280	12330	<u>BRACKET & CONNECTOR, FOR SEWER TRUCK #23, T. FLEMING, SEPT'21 - SEWER</u>	09/16/2021	17.82	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	9/21		
Total 244280:						17.82	.00					
470	PARTS, INC.	244503	12351	<u>FUEL TREATMENT, B. WITHROW, SEPT'21 - PARKS</u>	09/21/2021	161.97	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	9/21		
Total 244503:						161.97	.00					
470	PARTS, INC.	244507	12355	<u>BATTERIES FOR WELDING HOOD, B.GILLOGLY, SEPT'21 - PARKS</u>	09/21/2021	17.96	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	9/21		
Total 244507:						17.96	.00					
470	PARTS, INC.	244610	12367	<u>TRAILER PLUG, T. FLEMING, SEPT'21 - SEWER</u>	09/22/2021	29.16	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	9/21		

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Total 244610:						29.16	.00					
470	PARTS, INC.	244734	12381	<u>3 EA SHOP AIR FILTERS FOR PARKS SUPPLY. B. WITHROW, SEPT'21 - PARKS</u>	09/23/2021	59.94	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	9/21		
Total 244734:						59.94	.00					
Total PARTS, INC.:						575.74	.00					
PATAGONIA DEVELOPMENT LLC												
1888	PATAGONIA DEVELOPMENT LLC	09172021PD		<u>PATAGONIA SUBDIVISION #8 BOND RELEASE, RESOLUTION NO. R21-2021</u>	09/17/2021	521,855.36	521,855.36	<u>30-2080 DEVELOPER DEPOSITS</u>	0	9/21	09/17/2021	
Total 09172021PD:						521,855.36	521,855.36					
Total PATAGONIA DEVELOPMENT LLC:						521,855.36	521,855.36					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	8656410	12345	<u>SHIRTS FOR PUBLIC WORKS, C. OSWALD, SEPT'21 - WATER</u>	09/20/2021	29.48	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	9/21		
1880	SALUTE VENTURES INC	8656410	12345	<u>SHIRTS FOR PUBLIC WORKS, C. OSWALD, SEPT'21 - SEWER</u>	09/20/2021	29.48	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	9/21		
1880	SALUTE VENTURES INC	8656410	12345	<u>SHIRTS FOR PUBLIC WORKS, C. OSWALD, SEPT'21 - PI</u>	09/20/2021	11.24	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	9/21		
Total 8656410:						70.20	.00					
Total SALUTE VENTURES INC:						70.20	.00					
SPECTER INSTRUMENTS, INC.												
1626	SPECTER INSTRUMENTS, INC.	250XT191-202		<u>WIN-911/PRO, ANNUAL SUBSCRIPTION RENEWAL, SCADA SOFTWARE MAINTENANCE & SUPPORT, SEPT'21 - WATER</u>	09/17/2021	277.20	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/21		

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1626	SPECTER INSTRUMENTS, INC.	250XT191-202		<u>WIN-911/PRO. ANNUAL SUBSCRIPTION RENEWAL, SCADA SOFTWARE MAINTENANCE & SUPPORT, SEPT'21 - SEWER</u>	09/17/2021	277.20	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/21		
1626	SPECTER INSTRUMENTS, INC.	250XT191-202		<u>WIN-911/PRO. ANNUAL SUBSCRIPTION RENEWAL, SCADA SOFTWARE MAINTENANCE & SUPPORT, SEPT'21 - PI</u>	09/17/2021	105.60	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/21		
Total 250XT191-20211215:						660.00	.00					
Total SPECTER INSTRUMENTS, INC.:						660.00	.00					
SPF WATER ENGINEERING, L.L.C.												
1498	SPF WATER ENGINEERING, L.L.C.	82290	12292	<u>16 EA COUPLERS, 32 EA REDUCERS, MEMPULSE UPGRADE, M. NADEAU, SEPT'21 - SEWER</u>	09/10/2021	1,390.72	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total 82290:						1,390.72	.00					
Total SPF WATER ENGINEERING, L.L.C.:						1,390.72	.00					
TACOMA SCREW PRODUCTS, INC												
1768	TACOMA SCREW PRODUCTS, INC	200022041-00	12347	<u>6 EA HEX CAP SCREWS, FOR MBR REPLACEMENTS, T.SHAFFER, SEPT'21 - SEWER</u>	09/20/2021	18.52	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total 200022041-00:						18.52	.00					
Total TACOMA SCREW PRODUCTS, INC:						18.52	.00					
THE HARTWELL CORP												
1359	THE HARTWELL CORP	16877		<u>NOTARY BOND FOR J. EDINGER, POLICY #107508655, SEPT. '21-ADMIN</u>	09/16/2021	36.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1032	9/21		
1359	THE HARTWELL CORP	16877		<u>NOTARY BOND FOR J. EDINGER, POLICY #107508655, SEPT. '21-WATER</u>	09/16/2021	1.60	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	1032	9/21		

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1359	THE HARTWELL CORP	16877		<u>NOTARY BOND FOR J. EDINGER, POLICY #107508655, SEPT. '21-SEWER</u>	09/16/2021	1.60	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	1032	9/21		
1359	THE HARTWELL CORP	16877		<u>NOTARY BOND FOR J. EDINGER, POLICY #107508655, SEPT. '21-PI</u>	09/16/2021	.80	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	1032	9/21		
Total 16877:						40.00	.00					
1359	THE HARTWELL CORP	16879		<u>NOTARY BOND FOR S. JONES, POLICY #107508730, SEPT. '21-ADMIN</u>	09/16/2021	36.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1032	9/21		
1359	THE HARTWELL CORP	16879		<u>NOTARY BOND FOR S. JONES, POLICY #107508730, SEPT. '21-WATER</u>	09/16/2021	1.60	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	1032	9/21		
1359	THE HARTWELL CORP	16879		<u>NOTARY BOND FOR S. JONES, POLICY #107508730, SEPT. '21-SEWER</u>	09/16/2021	1.60	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	1032	9/21		
1359	THE HARTWELL CORP	16879		<u>NOTARY BOND FOR S. JONES, POLICY #107508730, SEPT. '21-PI</u>	09/16/2021	.80	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	1032	9/21		
Total 16879:						40.00	.00					
Total THE HARTWELL CORP:						80.00	.00					
TIMOTHY Q EBY DBA TROPHY HOUSE PROS												
2104	TIMOTHY Q EBY DBA TROPHY HOUSE PROS	M1553089	12383	<u>SERVICE AWARDS N. STAUFFER, SEPT.'21</u>	09/21/2021	349.75	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1031	9/21		
Total M1553089:						349.75	.00					
Total TIMOTHY Q EBY DBA TROPHY HOUSE PROS:						349.75	.00					

TREASURE VALLEY COFFEE

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				<u>#C737M540155. CONTRACT PAYMENT & PROPERTY DAMAGE SURCHARGE, SEPT'21 - ADMIN</u>	09/17/2021	412.85	.00	<u>01-6212_RENT- EQUIPMENT</u>	0	9/21		
Total 453415655:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
ULINE INC												
2065	ULINE INC	138723047	12321	<u>6 EA SHOP STOOL, 2 PK GIANT DOOR STOP, C. OSWALD, SEPT'21 - SEWER</u>	09/15/2021	612.00	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/21		
2065	ULINE INC	138723047	12321	<u>1 BOX AIR DISPENSER, 1 BOX CORDED YELLOW NEON BLASTS, C. OSWALD, SEPT'21 - WATER</u>	09/15/2021	48.30	.00	<u>20-6230 SAFETY TRAINING & EQUIPMENT</u>	0	9/21		
2065	ULINE INC	138723047	12321	<u>1 BOX AIR DISPENSER, 1 BOX CORDED YELLOW NEON BLASTS, C. OSWALD, SEPT'21 - SEWER</u>	09/15/2021	48.30	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	9/21		
2065	ULINE INC	138723047	12321	<u>1 BOX AIR DISPENSER, 1 BOX CORDED YELLOW NEON BLASTS, C. OSWALD, SEPT'21 - PI</u>	09/15/2021	18.40	.00	<u>25-6230 SAFETY TRAINING & EQUIPMENT</u>	0	9/21		
2065	ULINE INC	138723047	12321	<u>6 EA LOCKERS WITH DOOR, C. OSWALD, SEPT'21 - SEWER</u>	09/15/2021	3,120.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
2065	ULINE INC	138723047	12321	<u>1 EA BENCH VISE, 1 EA STAINLESS PACKING TABLE, 1 EA HOSE REEL, C. OSWALD, SEPT'21 - SEWER</u>	09/15/2021	1,665.00	.00	<u>21-6175 SMALL TOOLS</u>	0	9/21		
Total 138723047:						5,512.00	.00					
Total ULINE INC:						5,512.00	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49443818	12278	<u>CALCIUM HYPO TABS, T. SHAFFER, SEPT'21 - SEWER</u>	09/10/2021	3,528.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	9/21		

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Total 49443818:						3,528.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	49449935	12277	<u>ALUMINUM SULFATE, T. SHAFFER, SEPT'21 - SEWER</u>	09/13/2021	7,111.04	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	9/21		
Total 49449935:						7,111.04	.00					
Total UNIVAR SOLUTIONS USA, INC.:						10,639.04	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	302512.00		<u>STYLISH HOMES, 1131 E RIO CHICO DR, UTILITY REFUND</u>	09/08/2021	59.62	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2044	UTILITY REFUND #10	302512.00		<u>STYLISH HOMES, 1131 E RIO CHICO DR, UTILITY REFUND</u>	09/08/2021	4.87	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 302512.00:						64.49	.00					
2044	UTILITY REFUND #10	323057.00		<u>TED MASON SIGNATURE HOMES, 1791 N PEAKHURT AVE, UTILITY REFUND</u>	08/30/2021	57.61	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2044	UTILITY REFUND #10	323057.00		<u>TED MASON SIGNATURE HOMES, 1791 N PEAKHURT AVE, UTILITY REFUND</u>	08/30/2021	19.88	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 323057.00:						77.49	.00					
Total UTILITY REFUND #10:						141.98	.00					
UTILITY REFUND #11												
2062	UTILITY REFUND #11	281083.00		<u>HALLMARK HOMES, 2185 N KLEMMER AVE, UTILITY REFUND</u>	09/07/2021	84.43	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2062	UTILITY REFUND #11	281083.00		<u>HALLMARK HOMES, 2185 N KLEMMER AVE, UTILITY REFUND</u>	09/07/2021	35.45	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		

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Total 281083.00:						119.88	.00					
2062	UTILITY REFUND #11	281084.00		<u>HALLMARK HOMES, 2203 N KLEMMER AVE, UTILITY REFUND</u>	08/30/2021	22.28	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2062	UTILITY REFUND #11	281084.00		<u>HALLMARK HOMES, 2203 N KLEMMER AVE, UTILITY REFUND</u>	08/30/2021	-8.57	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 281084.00:						13.71	.00					
Total UTILITY REFUND #11:						133.59	.00					
UTILITY REFUND #12												
2085	UTILITY REFUND #12	100200.02		<u>JOHN WHITUS, 237 S ALLIE AVE, UTILITY REFUND</u>	09/16/2021	25.01	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	100200.02		<u>JOHN WHITUS, 237 S ALLIE AVE, UTILITY REFUND</u>	09/16/2021	38.98	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	100200.02		<u>JOHN WHITUS, 237 S ALLIE AVE, UTILITY REFUND</u>	09/16/2021	26.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 100200.02:						90.68	.00					
2085	UTILITY REFUND #12	100770.02		<u>CHAD C TONEY, 286 S ALLIE AVE, UTILITY REFUND</u>	09/20/2021	53.19	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	100770.02		<u>CHAD C TONEY, 286 S ALLIE AVE, UTILITY REFUND</u>	09/20/2021	65.15	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	100770.02		<u>CHAD C TONEY, 286 S ALLIE AVE, UTILITY REFUND</u>	09/20/2021	51.11	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 100770.02:						169.45	.00					
2085	UTILITY REFUND #12	100800.03		<u>MERILYN BEETS, 733 W BURY ST, UTILITY REFUND</u>	09/17/2021	68.55	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		

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2085	UTILITY REFUND #12	100800.03		<u>MERILYN BEETS, 733 W BURY ST. UTILITY REFUND</u>	09/17/2021	55.70	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	100800.03		<u>MERILYN BEETS, 733 W BURY ST. UTILITY REFUND</u>	09/17/2021	31.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 100800.03:						155.94	.00					
2085	UTILITY REFUND #12	120200.03		<u>JAMES PETERSON, 664 N FLAUSON AVE. UTILITY REFUND</u>	09/21/2021	28.98	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	120200.03		<u>JAMES PETERSON, 664 N FLAUSON AVE. UTILITY REFUND</u>	09/21/2021	31.92	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	120200.03		<u>JAMES PETERSON, 664 N FLAUSON AVE. UTILITY REFUND</u>	09/21/2021	27.47	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 120200.03:						88.37	.00					
2085	UTILITY REFUND #12	120290.05		<u>CORINA HOYLE, 723 N TOPANGA CT. UTILITY REFUND</u>	09/21/2021	68.48	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	120290.05		<u>CORINA HOYLE, 723 N TOPANGA CT. UTILITY REFUND</u>	09/21/2021	81.60	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	120290.05		<u>CORINA HOYLE, 723 N TOPANGA CT. UTILITY REFUND</u>	09/21/2021	65.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 120290.05:						215.70	.00					
2085	UTILITY REFUND #12	121180.02		<u>TIMOTHY J PEVELER, 1959 W MULHULAND CT. UTILITY REFUND</u>	09/17/2021	98.98	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	121180.02		<u>TIMOTHY J PEVELER, 1959 W MULHULAND CT. UTILITY REFUND</u>	09/17/2021	114.59	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		

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2085	UTILITY REFUND #12	121180.02		<u>TIMOTHY J PEVELER, 1959 W MULHULAND CT. UTILITY REFUND</u>	09/17/2021	93.31	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 121180.02:						306.88	.00					
2085	UTILITY REFUND #12	121715.01		<u>ROYCEE J OLSON, 1892 W SEGO PRARIE ST. UTILITY REFUND</u>	09/21/2021	39.97	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	121715.01		<u>ROYCEE J OLSON, 1892 W SEGO PRARIE ST. UTILITY REFUND</u>	09/21/2021	33.91	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	121715.01		<u>ROYCEE J OLSON, 1892 W SEGO PRARIE ST. UTILITY REFUND</u>	09/21/2021	30.16	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 121715.01:						104.04	.00					
2085	UTILITY REFUND #12	130200.02		<u>FRANK E YANTIS, 1348 W WHEAT CT. UTILITY REFUND</u>	09/16/2021	8.85	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	130200.02		<u>FRANK E YANTIS, 1348 W WHEAT CT. UTILITY REFUND</u>	09/16/2021	7.84	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	130200.02		<u>FRANK E YANTIS, 1348 W WHEAT CT. UTILITY REFUND</u>	09/16/2021	6.33	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 130200.02:						23.02	.00					
2085	UTILITY REFUND #12	131260.01		<u>JEAN P LUNSFORD, 482 N GREAT OAKS AVE. UTILITY REFUND</u>	09/17/2021	6.28	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	131260.01		<u>JEAN P LUNSFORD, 482 N GREAT OAKS AVE. UTILITY REFUND</u>	09/17/2021	.66	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	131260.01		<u>JEAN P LUNSFORD, 482 N GREAT OAKS AVE. UTILITY REFUND</u>	09/17/2021	.61	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		

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Total 131260.01:						7.55	.00					
2085	UTILITY REFUND #12	151070.03		<u>BRANDON L DONOVAN, 635 W TERN DR. UTILITY REFUND</u>	09/21/2021	29.55	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	151070.03		<u>BRANDON L DONOVAN, 635 W TERN DR. UTILITY REFUND</u>	09/21/2021	34.85	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	151070.03		<u>BRANDON L DONOVAN, 635 W TERN DR. UTILITY REFUND</u>	09/21/2021	30.35	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 151070.03:						94.75	.00					
2085	UTILITY REFUND #12	190230.02		<u>BARBARA UTTER, 394 W TROPHY ST. UTILITY REFUND</u>	09/21/2021	18.02	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	190230.02		<u>BARBARA UTTER, 394 W TROPHY ST. UTILITY REFUND</u>	09/21/2021	22.97	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	190230.02		<u>BARBARA UTTER, 394 W TROPHY ST. UTILITY REFUND</u>	09/21/2021	16.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 190230.02:						57.09	.00					
2085	UTILITY REFUND #12	20700.01		<u>DAVID M MARCH, 251 E AVALON ST. UTILITY REFUND</u>	09/21/2021	6.75	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	20700.01		<u>DAVID M MARCH, 251 E AVALON ST. UTILITY REFUND</u>	09/21/2021	5.85	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	20700.01		<u>DAVID M MARCH, 251 E AVALON ST. UTILITY REFUND</u>	09/21/2021	12.65	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 20700.01:						25.25	.00					
2085	UTILITY REFUND #12	222004.02		<u>SHAWNA DALETSKI, 718 S WISTON AVE. UTILITY REFUND</u>	09/17/2021	11.04	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		

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2085	UTILITY REFUND #12	222004.02		<u>SHAWNA DALETSKI, 718 S WISTON AVE, UTILITY REFUND</u>	09/17/2021	13.58	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	222004.02		<u>SHAWNA DALETSKI, 718 S WISTON AVE, UTILITY REFUND</u>	09/17/2021	10.12	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 222004.02:						34.74	.00					
2085	UTILITY REFUND #12	241012.01		<u>SUE ANN PECK, 204 N BAY HAVEN AVE, UTILITY REFUND</u>	09/21/2021	41.70	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	241012.01		<u>SUE ANN PECK, 204 N BAY HAVEN AVE, UTILITY REFUND</u>	09/21/2021	45.19	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	241012.01		<u>SUE ANN PECK, 204 N BAY HAVEN AVE, UTILITY REFUND</u>	09/21/2021	33.65	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 241012.01:						120.54	.00					
2085	UTILITY REFUND #12	260675.04A		<u>ANTONE J CONTENTO, 2196 W STEELY CT, UTILITY REFUND</u>	09/23/2021	63.54	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
Total 260675.04A:						63.54	.00					
2085	UTILITY REFUND #12	268330.01A		<u>MICHAEL WIEDERSTEIN, 1630 N PEWTER AVE, UTILITY REFUND</u>	09/23/2021	85.53	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
Total 268330.01A:						85.53	.00					
2085	UTILITY REFUND #12	280140.03		<u>JOHN D WOOSTER JR, 1633 N AZURITE PL, UTILITY REFUND</u>	09/23/2021	4.07	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	280140.03		<u>JOHN D WOOSTER JR, 1633 N AZURITE PL, UTILITY REFUND</u>	09/23/2021	4.88	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	280140.03		<u>JOHN D WOOSTER JR, 1633 N AZURITE PL, UTILITY REFUND</u>	09/23/2021	5.08	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		

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Total 280140.03:						14.03	.00					
2085	UTILITY REFUND #12	280265.02		<u>BRON HERROD, 987 W SMOKY QUARTZ ST, UTILITY REFUND</u>	09/16/2021	9.29	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	280265.02		<u>BRON HERROD, 987 W SMOKY QUARTZ ST, UTILITY REFUND</u>	09/16/2021	10.44	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	280265.02		<u>BRON HERROD, 987 W SMOKY QUARTZ ST, UTILITY REFUND</u>	09/16/2021	7.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 280265.02:						27.42	.00					
2085	UTILITY REFUND #12	290361.01		<u>ISAIAS LEAL, 7864 S OLD FARM LN, UTILITY REFUND</u>	09/21/2021	96.48	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
Total 290361.01:						96.48	.00					
2085	UTILITY REFUND #12	292041.01		<u>COLLEEN JANE GUZMAN, 2671 W RICKON ST, UTILITY REFUND</u>	09/21/2021	29.03	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	292041.01		<u>COLLEEN JANE GUZMAN, 2671 W RICKON ST, UTILITY REFUND</u>	09/21/2021	32.09	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	292041.01		<u>COLLEEN JANE GUZMAN, 2671 W RICKON ST, UTILITY REFUND</u>	09/21/2021	22.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 292041.01:						83.50	.00					
2085	UTILITY REFUND #12	31040.02		<u>TINA JOHNSON, 1262 W ARMAND ST, UTILITY REFUND</u>	09/20/2021	94.07	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	31040.02		<u>TINA JOHNSON, 1262 W ARMAND ST, UTILITY REFUND</u>	09/20/2021	112.34	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	31040.02		<u>TINA JOHNSON, 1262 W ARMAND ST, UTILITY REFUND</u>	09/20/2021	88.92	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		

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Total 31040.02:						295.33	.00					
2085	UTILITY REFUND #12	32040.01		<u>DANA D MCARTHUR, 1132 W ASHWOOD CT, UTILITY REFUND</u>	09/23/2021	92.40	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	32040.01		<u>DANA D MCARTHUR, 1132 W ASHWOOD CT, UTILITY REFUND</u>	09/23/2021	10.03	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	32040.01		<u>DANA D MCARTHUR, 1132 W ASHWOOD CT, UTILITY REFUND</u>	09/23/2021	4.53	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 32040.01:						106.96	.00					
2085	UTILITY REFUND #12	60250.01		<u>GLENDA LEVESQUE, 851 W ALOE VERA CT, UTILITY REFUND</u>	09/21/2021	14.98	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	60250.01		<u>GLENDA LEVESQUE, 851 W ALOE VERA CT, UTILITY REFUND</u>	09/21/2021	3.44	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	60250.01		<u>GLENDA LEVESQUE, 851 W ALOE VERA CT, UTILITY REFUND</u>	09/21/2021	15.90	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 60250.01:						34.32	.00					
2085	UTILITY REFUND #12	60860.01		<u>RICHARD J CARDOZA, 585 W DAWN CT, UTILITY REFUND</u>	09/23/2021	44.44	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2085	UTILITY REFUND #12	60860.01		<u>RICHARD J CARDOZA, 585 W DAWN CT, UTILITY REFUND</u>	09/23/2021	32.82	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2085	UTILITY REFUND #12	60860.01		<u>RICHARD J CARDOZA, 585 W DAWN CT, UTILITY REFUND</u>	09/23/2021	27.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/21		
Total 60860.01:						104.62	.00					

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Total UTILITY REFUND #12:						2,405.73	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	268404.00		<u>CBH, 1569 N THISTLE DR, UTILITY REFUND</u>	09/08/2021	64.16	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	268404.00		<u>CBH, 1569 N THISTLE DR, UTILITY REFUND</u>	09/08/2021	13.78	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 268404.00:						77.94	.00					
2004	UTILITY REFUND #9	268417.00		<u>CBH HOMES, 1413 N THISTLE DR, UTILITY REFUND</u>	08/30/2021	16.06	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	268417.00		<u>CBH HOMES, 1413 N THISTLE DR, UTILITY REFUND</u>	08/30/2021	12.14	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 268417.00:						28.20	.00					
2004	UTILITY REFUND #9	268460.00		<u>CBH, 2663 W BALBOA DR, UTILITY REFUND</u>	09/07/2021	112.08	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	268460.00		<u>CBH, 2663 W BALBOA DR, UTILITY REFUND</u>	09/07/2021	77.00	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 268460.00:						189.08	.00					
2004	UTILITY REFUND #9	277203.00		<u>CBH, 922 W SMALLWOOD CT, UTILITY REFUND</u>	09/08/2021	65.63	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	277203.00		<u>CBH, 922 W SMALLWOOD CT, UTILITY REFUND</u>	09/08/2021	13.68	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 277203.00:						79.31	.00					
2004	UTILITY REFUND #9	277208.00		<u>CBH, 865 W SMALLWOOD CT, UTILITY REFUND</u>	09/07/2021	73.92	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	277208.00		<u>CBH, 865 W SMALLWOOD CT, UTILITY REFUND</u>	09/07/2021	24.43	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		

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Total 277208.00:						98.35	.00					
2004	UTILITY REFUND #9	282016.00		<u>CBH, 1300 W PENDULUM COVE DR. UTILITY REFUND</u>	09/07/2021	83.58	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282016.00		<u>CBH, 1300 W PENDULUM COVE DR. UTILITY REFUND</u>	09/07/2021	34.61	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 282016.00:						118.19	.00					
2004	UTILITY REFUND #9	282024.00		<u>CBH, 2830 N CORAL FALLS AVE. UTILITY REFUND</u>	09/08/2021	59.46	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282024.00		<u>CBH, 2830 N CORAL FALLS AVE. UTILITY REFUND</u>	09/08/2021	6.72	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 282024.00:						66.18	.00					
2004	UTILITY REFUND #9	282028.00		<u>CBH, 1485 W NANNYBERRY ST. UTILITY REFUND</u>	09/07/2021	55.31	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282028.00		<u>CBH, 1485 W NANNYBERRY ST. UTILITY REFUND</u>	09/07/2021	2.48	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 282028.00:						57.79	.00					
2004	UTILITY REFUND #9	282029.00		<u>CBH, 1507 W NANNYBERRY ST. UTILITY REFUND</u>	09/09/2021	60.84	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282029.00		<u>CBH, 1507 W NANNYBERRY ST. UTILITY REFUND</u>	09/09/2021	8.78	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 282029.00:						69.62	.00					
2004	UTILITY REFUND #9	282032.00		<u>CBH, 2815 N KLEMMER AVE. UTILITY REFUND</u>	09/07/2021	57.24	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282032.00		<u>CBH, 2815 N KLEMMER AVE. UTILITY REFUND</u>	09/07/2021	5.85	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		

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Total 282032.00:						63.09	.00					
2004	UTILITY REFUND #9	282038.00		<u>CBH, 2854 N KLEMMER AVE, UTILITY REFUND</u>	09/07/2021	100.28	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282038.00		<u>CBH, 2854 N KLEMMER AVE, UTILITY REFUND</u>	09/07/2021	53.40	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 282038.00:						153.68	.00					
2004	UTILITY REFUND #9	282040.00		<u>CBH, 2820 N KLEMMER AVE, UTILITY REFUND</u>	09/09/2021	83.40	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	282040.00		<u>CBH, 2820 N KLEMMER AVE, UTILITY REFUND</u>	09/09/2021	39.04	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 282040.00:						122.44	.00					
2004	UTILITY REFUND #9	302520.00		<u>STACY CONSTRUCTION, 9180 S FUEGO AVE, UTILITY REFUND</u>	09/07/2021	58.84	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	302520.00		<u>STACY CONSTRUCTION, 9180 S FUEGO AVE, UTILITY REFUND</u>	09/07/2021	5.71	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 302520.00:						64.55	.00					
2004	UTILITY REFUND #9	303505.00		<u>HUBBLE HOMES, 771 E BRUSH CREEK ST, UTILITY REFUND</u>	08/30/2021	71.22	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303505.00		<u>HUBBLE HOMES, 771 E BRUSH CREEK ST, UTILITY REFUND</u>	08/30/2021	30.80	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303505.00:						102.02	.00					
2004	UTILITY REFUND #9	303518.00		<u>HUBBLE HOMES, 646 E CELTIC DR, UTILITY REFUND</u>	08/30/2021	45.49	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		

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2004	UTILITY REFUND #9	303518.00		<u>HUBBLE HOMES, 646 E CELTIC DR, UTILITY REFUND</u>	08/30/2021	46.92	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303518.00:						92.41	.00					
2004	UTILITY REFUND #9	303519.00		<u>HUBBLE HOMES, 660 E CELTIC DR, UTILITY REFUND</u>	09/07/2021	9.83	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
2004	UTILITY REFUND #9	303519.00		<u>HUBBLE HOMES, 660 E CELTIC DR, UTILITY REFUND</u>	09/07/2021	64.27	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
Total 303519.00:						74.10	.00					
2004	UTILITY REFUND #9	303523.00		<u>HUBBLE HOMES, 675 E CELTIC DR, UTILITY REFUND</u>	09/07/2021	95.92	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303523.00		<u>HUBBLE HOMES, 675 E CELTIC DR, UTILITY REFUND</u>	09/07/2021	34.10	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303523.00:						130.02	.00					
2004	UTILITY REFUND #9	303617.00		<u>HUBBLE HOMES, 2808 N RAPID CREEK WAY, UTILITY REFUND</u>	09/08/2021	96.27	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303617.00		<u>HUBBLE HOMES, 2808 N RAPID CREEK WAY, UTILITY REFUND</u>	09/08/2021	33.70	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303617.00:						129.97	.00					
2004	UTILITY REFUND #9	303622.00		<u>HUBBLE HOMES, 695 E WHITBECK ST, UTILITY REFUND</u>	09/09/2021	103.74	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303622.00		<u>HUBBLE HOMES, 695 E WHITBECK ST, UTILITY REFUND</u>	09/09/2021	52.50	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303622.00:						156.24	.00					

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2004	UTILITY REFUND #9	303624.00		<u>HUBBLE HOMES, 678 E TAPER ST. UTILITY REFUND</u>	08/30/2021	23.44	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303624.00		<u>HUBBLE HOMES, 678 E TAPER ST. UTILITY REFUND</u>	08/30/2021	16.72	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303624.00:						40.16	.00					
2004	UTILITY REFUND #9	303634.00		<u>HUBBLE HOMES, 688 E FIRESTONE ST. UTILITY REFUND</u>	09/08/2021	60.17	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303634.00		<u>HUBBLE HOMES, 688 E FIRESTONE ST. UTILITY REFUND</u>	09/08/2021	7.23	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303634.00:						67.40	.00					
2004	UTILITY REFUND #9	303640.00		<u>HUBBLE HOMES, 625 E FIRESTONE ST. UTILITY REFUND</u>	09/08/2021	60.92	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303640.00		<u>HUBBLE HOMES, 625 E FIRESTONE ST. UTILITY REFUND</u>	09/08/2021	5.26	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303640.00:						66.18	.00					
2004	UTILITY REFUND #9	303642.00		<u>HUBBLE HOMES, 657 E FIRESTONE ST. UTILITY REFUND</u>	09/08/2021	98.12	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	303642.00		<u>HUBBLE HOMES, 657 E FIRESTONE ST. UTILITY REFUND</u>	09/08/2021	33.59	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 303642.00:						131.71	.00					
2004	UTILITY REFUND #9	320106.00		<u>HAYDEN HOMES, 1091 N HALE CANYON AVE. UTILITY REFUND</u>	09/08/2021	6.77	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		

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2004	UTILITY REFUND #9	320106.00		<u>HAYDEN HOMES, 1091 N HALE CANYON AVE, UTILITY REFUND</u>	09/08/2021	1.60	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 320106.00:						8.37	.00					
2004	UTILITY REFUND #9	320137.00		<u>HAYDEN HOMES, 1869 E PORTER ST, UTILITY REFUND</u>	09/08/2021	8.25	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	320137.00		<u>HAYDEN HOMES, 1869 E PORTER ST, UTILITY REFUND</u>	09/08/2021	5.26	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 320137.00:						13.51	.00					
2004	UTILITY REFUND #9	320145.00		<u>HAYDEN HOMES, 1822 E PORTER ST, UTILITY REFUND</u>	08/30/2021	40.70	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	320145.00		<u>HAYDEN HOMES, 1822 E PORTER ST, UTILITY REFUND</u>	08/30/2021	36.77	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 320145.00:						77.47	.00					
2004	UTILITY REFUND #9	323003.00		<u>TRESIDIO HOMES, 1736 N PEAKHURT AVE, UTILITY REFUND</u>	08/30/2021	51.67	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	323003.00		<u>TRESIDIO HOMES, 1736 N PEAKHURT AVE, UTILITY REFUND</u>	08/30/2021	22.09	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 323003.00:						73.76	.00					
2004	UTILITY REFUND #9	330431.00		<u>TOLL BROS INC, 1259 E FORT ERIE ST, UTILITY REFUND</u>	09/07/2021	85.36	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	330431.00		<u>TOLL BROS INC, 1259 E FORT ERIE ST, UTILITY REFUND</u>	09/07/2021	34.52	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 330431.00:						119.88	.00					

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2004	UTILITY REFUND #9	330432.00		<u>TOLL BROS INC, 1245 E FORT ERIE ST, UTILITY REFUND</u>	08/30/2021	57.74	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	330432.00		<u>TOLL BROS INC, 1245 E FORT ERIE ST, UTILITY REFUND</u>	08/30/2021	21.44	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 330432.00:						79.18	.00					
2004	UTILITY REFUND #9	330433.00		<u>TOLL BROS INC, 1231 E FORT ERIE ST, UTILITY REFUND</u>	09/08/2021	121.57	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
Total 330433.00:						121.57	.00					
2004	UTILITY REFUND #9	330436.00		<u>TOLL BROS INC, 1202 E FORT ERIE ST, UTILITY REFUND</u>	09/07/2021	59.48	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	330436.00		<u>TOLL BROS INC, 1202 E FORT ERIE ST, UTILITY REFUND</u>	09/07/2021	6.76	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 330436.00:						66.24	.00					
2004	UTILITY REFUND #9	330438.00		<u>TOLL BROS INC, 1230 E FORT ERIE ST UTILITY REFUND</u>	09/10/2021	61.13	.00	<u>20-4500 METERED WATER SALES</u>	0	9/21		
2004	UTILITY REFUND #9	330438.00		<u>TOLL BROS INC, 1230 E FORT ERIE ST UTILITY REFUND</u>	09/10/2021	8.49	.00	<u>21-4600 SEWER USER FEES</u>	0	9/21		
Total 330438.00:						69.62	.00					
Total UTILITY REFUND #9:						2,808.23	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	211359		<u>1 CASE XL NITRILE GLOVES, 1 CASE L NITRILE GLOVES, T SHAFFER, AUG'21 - SEWER</u>	08/13/2021	562.85	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	9/21		
Total 211359:						562.85	.00					

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Total WESTERN STATES CHEM:						562.85	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	SC301935	12388	<u>SERVICE ON CRIMSON LIFT STATION, BATTERY REPLACEMENT SERIAL #CBX00724, AUG'21 - SEWER</u>	08/26/2021	791.80	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total SC301935:						791.80	.00					
98	WESTERN STATES EQUIPMENT CO.	SC302077	12388	<u>SERVICE ON DISCOVERY LIFT STATION, BATTERY REPLACEMENT SERIAL #2079103, AUG'21 - SEWER</u>	08/26/2021	199.82	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total SC302077:						199.82	.00					
98	WESTERN STATES EQUIPMENT CO.	SC307308	12388	<u>SERVICE ON PATAGONIA LIFT STATION, COOLING SYSTEM SERIAL #LC500741, SEPT'21 - SEWER</u>	09/22/2021	1,644.15	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total SC307308:						1,644.15	.00					
98	WESTERN STATES EQUIPMENT CO.	SC307395	12388	<u>SERVICE ON TEN MILE LIFT STATION, REPLACE RADIATOR CAP & HERTZ METER, SEPT'21 - SEWER</u>	09/22/2021	517.70	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total SC307395:						517.70	.00					
98	WESTERN STATES EQUIPMENT CO.	SC307735	12388	<u>SERVICE ON CRIMSON LIFT STATION, REPLACE ENGINE OIL COOLER & OIL TEMPERATURE SENSOR, SEPT'21 - SEWER</u>	09/22/2021	2,362.62	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/21		
Total SC307735:						2,362.62	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 9/17/2021-9/30/2021

Page: 44
Sep 30, 2021 11:05AM

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 WESTERN STATES EQUIPMENT CO.:						5,516.09	.00					
Grand Totals:						<u>886,117.38</u>	<u>677,962.35</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

12	R-8 Legal Description			X
13	R-6 Legal Description			X
14	Legal Description Exhibit			X
15	Preliminary Plat - Dated 8.4.2021			X
16	Phasing Plan – Dated 8.3.2021			X
17	Buffer Zone Site Plan - Dated 8.4.2021			X
18	Illustrative Subdivision Plan (colored)			X
19	Agency Notification			X
20	City Engineer Annexation and Preliminary Plat Memo			X
21	Ada County Highway District Comments			X
22	Boise Project Board of Control Comments			X
23	Central District Health Comments			X
24	COMPASS Comments			X
25	Department of Environmental Quality Comments 2.5.2021			X
26	Economic Development Director Comments			X
27	Kuna Rural Fire District Comments			X
28	P&Z Kuna Melba News			X
29	P&Z Mailer			X
30	P&Z Proof of Property Posting - 7.16.2021			X
31	Joe Guido Public Testimony 3.31.2021			X
32	City Engineer Annexation and Preliminary Plat Memo Addenda			X
33	Joe Guido Public Testimony 6.9.2021			X
34	Kathryn and Joe Guido Public Testimony 7.20.2021			X
35	City Engineer Annexation and Pre. Plat Clarification Memo. 8.2.2021			X
36	Department of Environmental Quality Email 7.22.2021			X
37	Department of Environmental Quality Email 7.30.2021			X
38	Property Lines between Arrowwood & Guido Home (Applicants Exhibit)			X
39	Finding of Fact from Planning and Zoning Commission			X
40	Meeting Minutes from Planning and Zoning Commission Meeting			X
41	Dave and Beverly Coleman Letter Rcv'd 9.13.2021			X

1.2 Hearings

- 1.2.1** Planning and Zoning Commission heard this on August 10, 2021; the Findings went before the Commission on August 24, 2021. The Council heard this on September 21, 2021, the Findings have been requested to go to the Council October 5, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Planning and Zoning Commission's August 10, 2021, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Senior Planner, Kuna P&Z Department

1.3.1.2 Appearing for the Applicant:
Wendy Shrief, J-U-B Engineers
2760 W Excursion Ln., #400, Meridian, ID 83642

1.3.1.3 Appearing in Favor:
Kathryn Guido
7744 Bella Terra Ln., Meridian, ID 83642

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing in Opposition:
Michael McShane
7982 S Old Farm Ln., Meridian, ID 83642 – Testify

Michael Sesti
7776 S Old Farm Ln., Meridian, ID 83642 – Deferred time to Mr. McShane

Beverly Coleman
7578 S Old Farm Ln., Meridian, ID 83642 – Deferred time to Mr. McShane

Patti Garofalo
7624 S Old Farm Ln., Meridian, ID 83642 – Testify

David Coleman
7578 S Old Farm Ln., Meridian, ID 83642 – Testify

Luis Urias
7645 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Steve Meyerpeter
7693 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Jerri Meyerpeter
7693 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Christy Jones
7597 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Richard Jones
7597 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Amy Whittmuss
7549 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Joe Guido
7744 Bella Terra Ln., Meridian, ID 83642 – Testify

Chris Brown
7670 S Old Farm Ln., Meridian, ID 83642 - Testify

1.3.2 Those who testified at the City Council’s September 21, 2021, hearing are as follows, to-wit:

1.3.2.1 City Staff:
Troy Behunin, Senior Planner, Kuna P&Z Department

1.3.2.2 Appearing for the Applicant:
Wendy Shrief, J-U-B Engineers
2760 W Excursion Ln., #400, Meridian, ID 83642

1.3.2.3 Appearing in Favor:
None

1.3.2.4 Appearing Neutral:
None

1.3.2.5 Appearing in Opposition:
Maria P Urias
7645 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Luis A Urias
7645 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Christy Jones
7597 Old Farm Ln., Meridian, ID 83642 – Not Testify

Richard Jones
7597 Old Farm Ln., Meridian, ID 83642 – Not Testify

Chris Brown
7670 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Patti Garofalo
7624 S Old Farm Ln., Meridian, ID 83642 – Testify

Amy Whittmuss
7549 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Richard Durrant
7592 S Ten Mile Rd., Meridian, ID 83642

Michael McShane
7982 S Old Farm Ln., Meridian, ID 83642 – Testify

Cindy Giesen
1363 S Ash Ave., Kuna, ID 83634

Teresa Haldorson (Lauren)
8066 S Buffalo Crk., Meridian, ID 83642

- 1.3.3 No other witnesses appeared at the hearing on September 21, 2021, and the hearing was then closed for the receipt of evidence and testimony.

**II
DECISION**

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

**III
FINDINGS OF FACT**

3.1 Findings Regarding Notice

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

3.1.2 Notice Provided

- 3.1.2.1 Notice was published for the September 21, 2021, Public Hearing on the Annexation for the Arrowwood Heights Subdivision, in the Kuna Melba News, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	September 1, 2021

- 3.1.2.2 Notice for the September 21, 2021, Public Hearing containing the description of the property proposed to be Annexed was mailed September 1, 2021, to all known affected property owners within three-hundred (300) feet of the boundaries of the area described in the application.

- 3.1.2.3 Notice for the September 21, 2021, Public Hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on September 2, 2021. A notarized Proof of Property Posting was provided to staff on September 7, 2021.

- 3.1.2.4 Notice for the September 21, 2021, Public Hearing was posted in conspicuous places within City Hall on the foyer’s bulletin boards and City website.

3.2 Findings Regarding Annexation

3.2.1 The land for proposed annexation is a single parcel totaling approximately 53.16 acres. The parcel includes the following:

Property Owner(s)	Parcel Size	Current Zone	Parcel No.
Hayden Homes Idaho, LLC	53.16 Acres	RR - Rural Residential	S1303417354

3.2.2 The landowner of the parcel at issue does not oppose the Annexation.

3.2.3 The parcel is currently in unincorporated Ada County and has a Zoning District Classification of Rural Residential. The Comprehensive Plan Future Land Use Map (FLUM) identifies the subject parcels as Mixed-Use.

3.2.4 The existing land uses and zoning designations for lands surrounding the subject parcels is as follows:

North	R-6 & Z R-8	Both Medium Density Residential– Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR	Rural Residential – Ada County

3.2.5 The proposed project sites contain one (1) single-family residence (APN: R5462680110) and on-site vegetation is consistent with that of agriculture pasture-type fields.

3.3 Testimony of the Senior Planner

3.3.1 Conclusions: The Senior Planner, Troy Behunin, in a memo to the City Council dated September 21, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The Applicant held a Neighborhood Meeting with neighboring landowners within three-hundred (300) feet of the proposed project area on September 24, 2020; there were sixteen (16) attendees and another meeting October 21, 2020; where there were nine (9) attendees. Neighborhood Meeting Minutes have been provided as part of this application.

3.3.1.2 Staff has determined the properties are eligible for Annexation into Kuna City limits as they are contiguous with Kuna City Limits situated to the north of the subject site, and the property owner(s) consent to Annexation.

3.3.1.3 The applicant proposes to annex approx. 53.13 acres into the City of Kuna using three zones; approx. 33.71 acres as R-6 (MDR), 7.59 acres as R-8 (MDR), and 9.79 acres as C-1 (Neighborhood Commercial). The lands are currently in Ada County, zoned RR (Rural Residential) and are adjacent to Kuna City Limits. The overall gross density of the project is proposed at 4.29 dwelling units per acre (DUA).

3.3.1.4 6.86 acres, or 16% of the project, is proposed to be open space, including all end caps, buffers, parks, and pathways. A total of 4.54 acres or, 11% of the

project, are considered useable open space as defined by KCC 5-1-6-2. Included in the useable open space is a park area with shelter, playground and tennis court. Pathways are provided throughout the subdivision to provide pedestrian connectivity. KCC 5-17 requires developments with a range of 151-200 dwelling units to devote 8.50% of the development area to useable open space; staff views the proposed open space for *Arrowwood Heights* to be in compliance with KCC. Applicant is proposing five-foot wide sidewalks on Armidale Road (Mid-Mile Collector), KCC requires sidewalks on collectors to be a minimum of eight (8) feet.

- 3.3.1.5** The proposed Subdivision is within the Memory Ranch Lift Station Sewage Basin which requires pump upgrades. The developer may be requested to participate with lift station and/or force main improvements in order to serve the development. Sewer Flow models will be required to verify pipe sizes and will be paid by developer.
- 3.3.1.6** On April 13, 2021, at the original Commission public hearing, the Commission recommended changes to the preliminary plat (pre plat) which the applicant made and submitted to staff after that hearing. The applicant responded to the Commissions recommended conditions by lowering the lot count along the southern boundary. However, staff became concerned about the residential transition from the proposed commercial uses within this project and the Comprehensive Plan Map designated Mixed-Uses to the south. Staff recommends a more-dense residential transition should be placed on the south side of Loxton Way for at least the first 400' going west, adjacent to the applicants' proposed Commercial in order to facilitate a proper transition for future Commercial development in the area. This updated pre plat was then sent to Council on June 15, 2021, where the Council became concerned the Commission did not have the opportunity to review the updated site plan reflecting these changes and remanded this Case back to the Commission.
- 3.3.1.7** In late July, staff became aware of a potential issue related to the wastewater treatment pond and land-application (land app.) area used for treated sewer waters from the neighboring Ironhorse Subdivision. According to DEQ comments received through email on July 22, 2021, if dwelling units were placed within 300 feet of the land-application site, the Ironhorse Subdivision sewer treatment facility would face one (1) of four (4) outcomes as soon as the first home within 300' of the land app. site is issued a Certificate of Occupancy (C of O):
- 3.3.1.7.1** – Relocate the land-application site,
 - 3.3.1.7.2** – Upgrade the treatment to a higher standard, however, upgrades to the treated waters only reduce the buffer area, not eliminate it completely,
 - 3.3.1.7.3** – Discontinue using the pond and application area, annex into Kuna City limits and connect to central sewer from the city; Or,
 - 3.3.1.7.4** – Conduct a microbial risk analysis to show a reduced buffer zone is protective, which would include:
 - a - Addition of a landscaper buffer,
 - b - Asses whether the full acreage is needed to comply with the Reuse Permit.

- 3.3.1.8** According to the *DEQ Email from 7.22.2021, postponing development and sale of the (these three) lots that fall within the buffer zone would allow the Ironhorse residents and the Wastewater treatment provider, W&WW, LLC, additional time to determine a solution.*
- 3.3.1.9** Due to these developments, the applicant altered their site plan again, yet have retained the same lot count. The applicant has placed notes on the final plat that limits when or, if homes may be built on the three (3) lots within 300' of the land-application site. The three (3) lots have been identified in the final plat notes. The notes will not allow a home to be built on them until the Ironhorse Subdivision no longer needs the pond and land app. site. The applicant has been made aware they may never have the opportunity to build a home on these three lots as they are within 300 feet of the land app. site. In the event that the Ironhorse Subdivision no longer needs the pond or land app. site in the future (at their choosing), the three (3) lots identified in the notes on the Final Plat may be issued a permit to build homes. Staff recommends the applicant treat these three (3) lots inside the Ironhorse Sub wastewater buffer-zone as common lots. Furthermore, the applicant shall landscape these three lots with sod at a minimum as this may be turn into a permanent situation.
- 3.3.1.10** Staff has reviewed the proposed Annexation for qualification, the Preliminary Plat for technical compliance with KCC, and finds these applications in compliance Kuna City Code, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends that if the Council approves Case No's 20-07-AN (Annexation) and 20-16-S (Preliminary Plat), the applicant be subject to the Conditions of Approval listed in section ten (X) of this report, as well as any additional Conditions requested by the Council as applicable.

3.4 Staff Recommendations: As a result of the review, Senior Planner, Troy Behunin, recommended that if City Council approves Case No. 20-07-AN (Annexation), the Applicant be subject to the following Conditions of Approval:

- 3.4.1** The Applicant and/or Owner shall obtain written approval on letterhead or may be written/stamped on the approved plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
- 3.4.1.1** The City Engineer shall approve all Water and/or Sewer hookups.
- 3.4.1.2** The City Engineer shall approve all Civil Plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.

- 3.4.1.3 Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.
 - 3.4.1.4 The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - 3.4.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modification to the existing irrigation system.
 - 3.4.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).
 - 3.4.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from ACHD.
- 3.4.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.
 - 3.4.3 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.
 - 3.4.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to Annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Irrigation System (KMIS) of the City.
 - 3.4.5 Connection to all City Services (Sewer, Water, & Pressurized Irrigation) is required. The Applicant shall conform to all corresponding Master Plans.
 - 3.4.6 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.
 - 3.4.7 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
 - 3.4.8 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
 - 3.4.9 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to

meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.

- 3.4.10** Landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles.
- 3.4.11** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary and Final Plats.
- 3.4.12** Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.
- 3.4.13** 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, or seek amending them through public hearing processes.
- 3.4.14** Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.
- 3.4.15** It is the responsibility of the developer or his engineer to coordinate the stricter requirement between agencies and the City of Kuna standards.
- 3.4.16** The Applicant shall provide/allow for proper vehicle connection of the proposed private drive to the approved Robinhood and proposed Golf Villages subdivisions.
- 3.4.17** The Applicant shall construct the proposed private lane in widths that are acceptable to the City, ACHD and EMS.
- 3.4.18** Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance as recommended by Kuna Public Works Staff.
- 3.4.19** The Applicant shall comply with all local, state and federal laws.
- 3.4.20** Upon City Council Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Commission.
- 3.4.21** Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting Kuna City Engineer's signature on the Final Plat Mylar.
- 3.4.22** Applicant shall limit the home built on Lot 9, Block 1, to a single-story.

- 3.4.23** Applicant shall place a note on the Final Plat preventing homes from being placed on the lots within the land-application buffer zone (as described above), until the Ironhorse Subdivision no longer needs the wastewater treatment pond and land application site.
- 3.4.24** Applicant shall work with staff to ensure fence compliance for the project.
- 3.4.25** Applicant shall work with staff and ACHD to move the proposed south stub street to the east.
- 3.4.26** Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 3.4.27** Developer/owner/applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

3.5 Other Testimony

- 3.5.1** 09/21/2021 Chris Brown – Stated here was a couple of neighbor meetings with the developer before the application was submitted. They have 1.5 Million dollar homes and they don't want to hear Minimums from the developer. They're concerned of the potential of up to 1,500 homes in the area. He stated Warren Christensen ran on smart growth and they're concerned about the negative affect this will have on their homes. The south border should be R-4 designated. Mr. Brown passed out pictures to Council. The boxes by the developer look like a 1st grader designed the. They should put single story homes on the entire south border and Council should deed restrict the developer to single story. Mr. Brown discussed fencing issues and stated they need a 6' chain link along the canal and a 6' solid fence for the new homes for their safety. Developer puts a lot of pressure on Planning and Zoning and they just want this to move along quick as they can. He asks Council to use common sense.
- 3.5.2** 09/21/2021 Richard Durrant – Stated. He's concerned about use of the Kuna Lateral and the 400-600 people seeing the canal and using it and trespassing across his property. He appreciates the change to the C-1 zone, but feels like Hubbard and Linder will happen all over again and people will trespass on his property thinking it's a greenbelt.
- 3.5.3** 09/21/2021 Michael McShane – Thanked Council for the platform to express their dismay. He thanked Hayden Homes for placing the greenzone next to their subdivision. He stated the developer showed R-4 similar lots on the the south border but they weren't R-4 zoned. He stated there is a concern about the (Ironhorse Sub) sewer pond/buffer problems. He also stated the developer said they can make 1 lot single story, so why not the rest of the south border. The Council has the power to make them restrict the homes to single story. He also stated Warren Christensen ran on smart growth and now was his chance. He requested a transition zone.

- 3.5.4** 09/21/2021 Cindy Giesen – Testified she is opposed because the application is incomplete. The Comprehensive Plan deals mostly with building, but section 5 deals with schools and gets little attention. She stated she knows there was a pre meeting with the school but can't see what school district or school's comments in the application or what their recommendations were. Stated there is no paperwork from the school district. She states she usually see a request for help from the Kuna School District for bonds, etc. and how the tax payers are those who suffer.

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

- 4.1** City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2** The power of the City of Kuna lies in the city council to hear this matter as provided in Idaho Code §50-222, and Kuna City Code 2-1-5 (B).
- 4.3** “Annexation” is legislative act of city government accomplished by enactment of ordinance. Idaho Code §50-222; *Crane Creek Country Club v. City of Boise*, 1990, 121 Idaho 485 (1990) (on rehearing).
- 4.4** Annexation ordinances are not creatures of Local Planning Act, Idaho Code §67-6501 et seq.; rather, annexation authority flows from statute antedating Local Planning Act which broadly authorizes a city to annex adjacent territory and by ordinance to declare the annexed area part of city. I.C. § 50-222; *Coeur D'Alene Indus. Park Property Owners Ass'n, Inc. v. City of Coeur D'Alene*, 108 Idaho 843 (1985).

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

- 5.1** The City of Kuna has authority to annex lands into its boundaries pursuant to Idaho Code §50-222.
- 5.2** Idaho Code §50-222(1) provides that:
- [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.
- (emphasis added).
- 5.3** The proposed annexation is a Category A annexation as described in Idaho Code §50-222(3)(a), because all private landowners of the parcels at issue have consented to the proposed annexation.

VI
ORDER OF DENIAL OF APPLICATION FOR ANNEXATION

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

6.1 That the annexation application (Case No. 20-07-AN) is Denied.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 5th day of October, 2021.

Joe Stear, Mayor

2.3	Preliminary Plat Application			X
2.4	Design Review Application			X
2.5	Affidavit of Legal Interest			X
2.6	Warranty Deed			X
2.7	Legal Description			X
2.8	Vicinity Map			X
2.9	Letter of Intent			X
2.10	Subdivision Name Reservation			X
2.11	Site Plan Color (Original)			X
2.34	Site Plan Color (Updated)			X
2.12	Preliminary Plat (Original)			X
2.32	Preliminary Plat (Updated)			X
2.13	Landscape Plan (Original)			X
2.33	Landscape Plan (Updated)			X
2.14	Lot Maintenance Agreement			X
2.15	Commitment to Property Posting			X
2.16	Neighborhood Meeting Certification			X
2.17	Neighborhood Meeting Letter			X
2.18	Site Photos			X
2.19	Agency Transmittal			X
2.20	Kuna Rural Fire District			X
2.21	Boise Project Board of Control			X
2.22	Central District Health Department			X
2.23	Department of Environmental Quality			X
2.24	Nampa and Meridian Irrigation District			X
2.25	City Engineer			X
2.31	Ada County Highway District			X
2.35	Additional City Engineer Comments			X
2.36	Lee Carter Public Testimony			X
2.26	Planning and Zoning Commission Kuna Melba News			X
2.27	Planning and Zoning Commission Mailer			X
2.28	Planning and Zoning Commission Proof of Posting			X
2.29	Planning and Zoning Commission KMN Affidavit of Posting			X
2.37	City Council Kuna Melba News			X
2.38	City Council Mailer			X
2.39	City Council Proof of Posting			X

1.2 Hearings

1.2.1 The City Council heard this on September 21, 2021. The FCO's have been requested to go to the City Council on October 5, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the City Council's September 21, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
Randy Wall

1.3.1.3 Appearing in Favor:
None.

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing Against:
None.

II DECISION

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

III FINDINGS OF FACT

3.1 Findings Regarding Notice

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

3.1.2 Notice Provided

3.1.2.1 Notice was published for the September 21, 2021 hearing on the Rezone and Preliminary Plat for Circinae Valley Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba Newspaper</i>	September 1, 2021

- 3.1.2.2** Notice for the September 21, 2021 hearing containing the description of the property proposed to be developed, was mailed on September 1, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.
- 3.1.2.3** Notice for the September 21, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on September 8, 2021. A Proof of Property Posting was provided to staff on September 9, 2021.
- 3.1.2.4** Notice for the September 21, 2021 hearing was posted in conspicuous places within City Hall on the Foyer’s Bulletin Boards and City Website.

3.2 Findings Regarding Rezone

3.2.1 The land for proposed Rezone is comprised of one parcel totaling approximately 6.46 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
INHIRA LLC	6.46 acres	A – Agriculture	R5070500080

- 3.2.2** The landowner of the parcel at issue did not oppose rezoning.
- 3.2.3** The Parcel is in Kuna City Limits and has a zoning district classification of Agriculture. The Comprehensive Plan Future Land Use Map identifies the subject parcel as Medium Density Residential.
- 3.2.4** The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	RUT R-6	Rural Urban Transition – Ada County Medium Density Residential – Kuna City
South	RUT	Rural Urban Transition – Ada County
East	RUT R-6	Rural Urban Transition – Ada County Medium Density Residential – Kuna City
West	RUT R-6	Rural Urban Transition – Ada County Medium Density Residential – Kuna City

3.3 Findings Regarding Preliminary Plat Application

- 3.3.1** All technical requirements listed in Kuna City Code (KCC) 6-2-3 were provided on the Preliminary Plat.
- 3.3.2** The proposal is for a single Subdivision that would include 33 lots (27 residential lots, and six common lots).
- 3.3.3** The applicant requested R-6 (Medium Density Residential) zoning districts.

- 3.3.4** The Circinae Valley Subdivision is located within the Ten Mile Lift Station Basin. Comments from the City Engineer in exhibit 2.25 state that at this time the Ten Mile Lift Station Basin has capacity to serve the 27 proposed EDU's. The applicant is proposing a temporary lift station until the sewage can flow through the northern property if and when it develops at a later date, temporary lift stations are ineligible for reimbursement.
- 3.3.5** The applicant proposes to improve the Mid Mile Collector, School Road along the property's eastern frontage. School Road is classified as a North-South Major Collector on the City of Kuna Street Circulation Map. The applicant has proposed to improve School Road with pavement widening to total 18-feet from centerline, curb, gutter, 5-foot-wide detached meandering sidewalk, and a 20-foot-wide landscape buffer. The pavement widening, curb, gutter and landscape buffer are compliant with Kuna City Code and ACHD Policy. In accordance with ACHD Policy and KCC standards, the applicant shall be required to install an 8-foot-wide detached sidewalk constructed parallel to the roadway, meandering sidewalks are discouraged due to issues associated with ADA compliance.
- 3.3.6** Internal local streets are proposed as 36-foot street sections within 50-feet of right of way with curb, gutter and 5-foot-wide sidewalks in accordance with ACHD Policy and KCC standards. Two (2) stub streets have been proposed to the North and South property lines for future connection. The applicant shall install a sign at the terminus of each of the stub streets stating that, "This road will be extended in the future."

3.4 Testimony of the City Planner

- 3.4.1 Conclusions:** The City Planner, in a staff memo to the City council dated September 21, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:
- 3.4.1.1** On February 3, 2021 staff held a pre-application meeting with the applicant to discuss the project. The applicant held a virtual neighborhood meeting on March 4, 2021, there five (5) attendees. Neighborhood meeting minutes as well as mailed materials have been provided as a part of this application.
- 3.4.1.2** The applicant is proposing to rezone approximately 6.46 acres from A (Agriculture) to R-6 (Medium Density Residential). The applicant initially proposed to subdivide the 6.46 acres into 36 total lots (30 residential lots and six (6) common lots), with a gross density of the 4.63 dwelling units per acre (DUA) and a net density of 6.4 DUA, which did not meet the net density standard established in KCC. On June 16, 2021 the applicant provided staff a revised preliminary plat proposing 33 total lots (27 residential lots and six (6) common lots), with a gross density of 4.17 DUA and a net density of 5.86 DUA, in accordance with the R-6 zoning district in KCC. 0.53 acres, or 8.2% of the project, is considered useable open space, as defined by KCC 5-1-6-2. Included in the useable open space is a tot lot with workout area and pathway along the canal. KCC 5-17 requires developments with a range of 7 to 50 homes/dwelling units to devote 7.00% of the development area to useable open space. Staff views the 8.2% useable open space provided to be in compliance with KCC.
- 3.4.1.3** At the request of the Planning and Zoning Commission from the public hearing on June 22, 2021 the applicant has provided a revised preliminary plat with

larger lots on the southern boundary of the proposed subdivision for better transition. The revised preliminary plat proposes 33 total lots (27 residential lots and six (6) common lots), with a gross density of 4.17 DUA and a net density of 5.86 DUA, in accordance with the R-6 zoning district in KCC. 0.49 acres, or 7.7% of the project, is considered useable open space, as defined by KCC 5-1-6-2. Included in the useable open space is a tot lot with workout area and pathway along the canal. KCC 5-17 requires developments with a range of 7 to 50 homes/dwelling units to devote 7.00% of the development area to useable open space. Staff views the 7.7% useable open space provided to be in compliance with KCC.

- 3.4.1.4** The Circinae Valley Subdivision is located within the Ten Mile Lift Station Basin. Comments from the City Engineer in exhibit 2.25 state that at this time the Ten Mile Lift Station Basin has capacity to serve the 27 proposed EDU's. The applicant is proposing a temporary lift station until the sewage can flow through the northern property if and when it develops at a later date, temporary lift stations are ineligible for reimbursement.
- 3.4.1.5** The installation of streetlights is a required public improvement listed under KCC 6-4-2. The applicant shall be required to work with staff in order to comply with KCC and install street lights with a maximum spacing of 250 ft. The final location of street lights will be approved at the time of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.
- 3.4.1.6** A design review application for common area landscaping and open space was included as a part of the overall application. The proposed application includes an internal and canal pathway, staff will require the applicant comply with KCC 5-5-5-F and install "see-through" fence along those pathways. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection. The developer, owner and/or applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the final plat.
- 3.4.1.7** Staff has reviewed the proposed rezone and preliminary plat for technical compliance with KCC, and finds the pre-plat and landscape plan are in compliance Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies, to ensure conformance to each agency's requirements. Staff recommends that if the City Council approves of Case Nos. 21-01-ZC (Rezone) and 21-01-S (Preliminary Plat), the applicant be subject to the conditions of approval listed in section "3.4.2" of this report, as well as any additional conditions requested by the City Council.

3.4.2 Staff Recommendations: As a result of the review, Planner II, Doug Hanson, recommends if the City Council approves 21-01-ZC (Rezone) and 21-01-S (Preliminary Plat), the applicant be subject to the following Conditions of Approval:

- 3.4.2.1** The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
- 3.4.2.1.1** The City Engineer shall approve the sewer hook-ups.
- 3.4.2.1.2** The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
- 3.4.2.1.3** Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.
- 3.4.2.1.4** The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
- 3.4.2.1.5** The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
- 3.4.2.1.6** Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).
- 3.4.2.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 3.4.2.2** Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.
- 3.4.2.3** Compliance with Idaho Code, 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.
- 3.4.2.4** When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights

- appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMIS).
- 3.4.2.5** Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform to all corresponding Master Plans.
 - 3.4.2.6** Developer/owner/applicant shall be required to participate, as determined by the City Engineer, in the development of additional sewer station capacity.
 - 3.4.2.7** Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.
 - 3.4.2.8** Developer/owner/applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/owner/applicant shall obtain proper language from Ada County Highway District.
 - 3.4.2.9** Developer/owner/applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.
 - 3.4.2.10** Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
 - 3.4.2.11** Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
 - 3.4.2.12** All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
 - 3.4.2.13** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
 - 3.4.2.14** The applicant shall install sod wherever the landscape plan (dated March 17, 2021) identifies “sod”.
 - 3.4.2.15** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
 - 3.4.2.16** If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
 - 3.4.2.17** Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
 - 3.4.2.18** Developer/owner/applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as

approved by City Council, or seek amending them through the Public Hearing processes.

- 3.4.2.19** Developer/owner/applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.
- 3.4.2.20** Developer/owner/applicant shall comply with all local, state and federal laws.
- 3.4.2.21** Developer/owner/applicant shall not request Final Plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Ten Mile Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.
- 3.4.2.22** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC §6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
- 3.4.2.23** Developer/owner/applicant is hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the quiet hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 3.4.2.24** Developer/owner/applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

3.5 Other Testimony

- 3.5.1** 9/21/2021 Public Hearing – Randy Wall, PE Services, testified about the specifics of the project including: improvements and construction of public right-of-way, open space and amenities, the projects conformance to the Comprehensive Plan and the type of housing product that would be delivered. He also summarized the changes that were made to the preliminary plat after the first Planning and Zoning Commission to meet the requested changes from the Planning and Zoning Commission and neighboring property owners.

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

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

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR REZONE

- 5.1** The City of Kuna has authority to Rezone lands within its boundaries pursuant to I.C. §67-6511.
- 5.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Rezones are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 5.3** The Rezone, proposed by the Rezone Application in Case No. 21-01-ZC, complies with the Comprehensive Plan.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

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

VII
ORDER OF APPROVAL OF APPLICATIONS FOR
REZONE AND PRELIMINARY PLAT

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

- 7.1** That the Rezone application (Case No. 21-01-ZC) is approved.
- 7.2** That the Preliminary Plat application (Case No. 21-01-S) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 5th day of October, 2021.

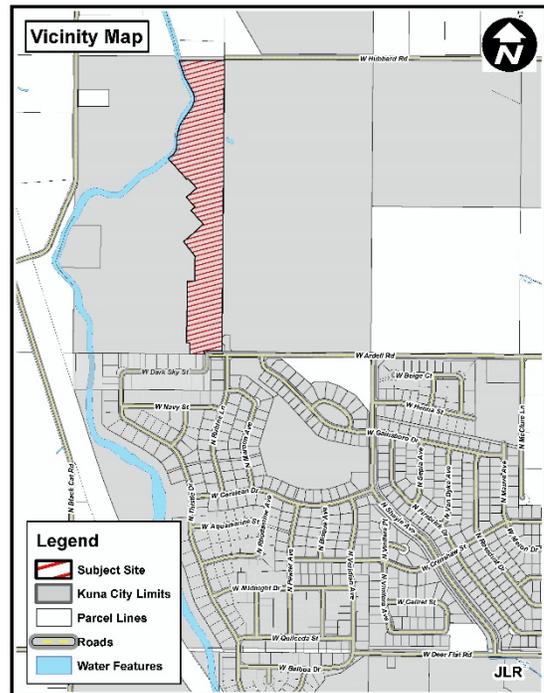
Joe Stear, Mayor

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATIONS OF) **Case No. 21-14-FP (Final Plat)**
)
DB DEVELOPMENT)
)
For Arroyo Vista No. 1 Final Plat) **STAFF MEMO FOR THE ARROYO**
) **VISTA NO. 1 FINAL PLAT**
) **APPLICATION.**

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2. Process and Noticing
3. General Project Facts
4. Applicable Standards
5. General Project Facts
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7. Applicable Standards
8. Council's Order of Decision



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X

2.6	Original Findings – Approved 08.15.2006			X
2.7	Statement of Conformance			X
2.8	Common Area Maintenance Agreement			X
2.10	Vicinity Map			X
2.11	Public Works Comments			X

II GENERAL PROJECT FACTS

- 2.1** Stephanie Hopkins of KM Engineering, on behalf of her client DB Development, requests Final Plat Approval for the Arroyo Vista No. 1 Subdivision. This project is approx. 19.06 acres with an R-4 (Medium Density Residential) zoning designation and will consist of 85 lots (72 Single-Family Residential buildable lots, and 13 common lots). Project is located approx. 0.75 miles east of the N Ten Mile Road & W Ardell Road intersection (APN: S1315223310); Section 15, Township 2 North, Range 1 West.

III STAFF ANALYSIS

- 3.1** In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for Arroyo Vista No. 1.
- 3.2** This project has reserved capacity within the Crimson Point Lift Station.
- 3.3** Per Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.
- 3.4** Inspection fees for City inspection of public water, sewer and irrigation facilities associated with this development have been paid.
- 3.5** Staff has determined the proposed Final Plat for Arroyo Vista No. 1 is in substantial conformance with the previously, Council-approved Preliminary Plat (August 15, 2006; Case Nos. 06-08-ZC, 06-09-S & 06-06-DA).

IV APPLICABLE STANDARDS

- 4.1** Kuna City Code Title 6, Subdivision Regulations
- 4.2** Kuna Comprehensive Plan and Future Land Use Map.
- 4.3** Idaho Code Title 50, Chapter 13, Plats and Vacations.

V CONDITIONS OF APPROVAL

- 5.1** Developer/Owner/Applicant/Contractors shall abide by the City of Kuna's quiet hours. No construction of any kind shall occur after 11:00 PM one day and 7:00 AM the next day per Kuna

City Code 10-6-3. Dust shall be abated and a water truck shall be on site at all times. Noises and other nuisances and/or distractions outside of this timeframe are subject to lawful penalties.

- 5.2** Developer/Owner/Applicant is hereby notified of Kuna’s weed control policies and requirements (Kuna City Code 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- 5.3** Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and “Change of Ownership” form from IDWR (Idaho Department of Water Resources).
- 5.4** All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (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 approved from the public entities owning the property.
- 5.5** Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.
- 5.6** In regards to grading and drainage, slopes shall be no steeper than 3:1 on lot interiors and no steeper than 4:1 on the exterior of lots. Verification that existing and proposed elevations match at property boundaries such that a burden is not imposed on adjacent properties, shall be made within the final inspection process.
- 5.7** Upon project completion, the Final Plat shall be compared with the record construction drawings; all lot line adjustments, easements and/or similar items must be recorded on the Final Plat such that an accurate and truthful document results.
- 5.8** Upon City Council’s approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via City Council or Planning and Zoning.
- 5.9** Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer’s signature on the Final Plat Mylar.
- 5.10** Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.

DATED this 5th day of October, 2021.



Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



****Office Use Only****

File No.(s): 21-14-FP

Project Name: Arroyo Vista No. 1

Date Received: 08.05.2021

Date Accepted as Complete: 09.14.2021

Type of review requested (check all that apply):

<input type="checkbox"/> Annexation	<input type="checkbox"/> Appeal
<input type="checkbox"/> Comp. Plan Map Amendment	<input type="checkbox"/> Combination Pre & Final Plat
<input type="checkbox"/> Design Review	<input type="checkbox"/> Development Agreement
<input type="checkbox"/> Final Planned Unit Development	<input checked="" type="checkbox"/> Final Plat
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Ordinance Amendment	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Rezone
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Temporary Business
<input type="checkbox"/> Vacation	<input type="checkbox"/> Variance

Owner of Record

Name: DB Development, LLC.

Address: 2228 West Piazza Street, Meridian, Idaho 83646

Phone: _____ Email: _____

Applicant (Developer) Information

Name: DB Development, LLC.

Address: 2228 West Piazza Street, Meridian, Idaho 83646

Phone: _____ Email: _____

Engineer/Representative Information

Name: KM Engineering, LLP. - Stephanie Hopkins

Address: 5725 North Discovery Way, Boise, Idaho 83713

Phone: 208.639.6939 Email: shopkins@kmengllp.com

Subject Property Information

Site Address: W Hubbard Road

Nearest Major Cross Streets: Located at the SE corner of Black Cat and Hubbard

(will be improved with subject application)

Parcel No.(s): S1315223310

Section, Township, Range: Section 15, T2N, R1W

Property Size: +/- 19.06 acres

Current Land Use: Undeveloped Proposed Land Use: Single-family Residential

Current Zoning: R-4 Proposed Zoning: R-4

Project Description

Project Name: Arroyo Vista Subdivision No. 1

General Description of Project: Final plat for the first phase of Arroyo Vista (fka as Arroyo Indio) comprised of 72 buildable single-family residential lots and 13 common lots for 85 lots in total.

Type of proposed use (check all that apply and provide specific density/zoning):

Residential: R-2 R-4 R-6 R-8 R-12 R-20 Commercial: C-1 C-2 C-3 CBD

Office Industrial: M-1 M-2 Other: _____

Type(s) of amenities provided with development: Open space and pathway adjacent to Indian Creek, several open space lots including a larger open space lot on the east side.

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe: _____

Will any existing buildings remain? YES NO

No. of Residential Units: 72 No. of Building Lots: 72

No. of Common Lots: 13 No. of Other Lots: 0

Type of dwelling(s) proposed (check all that apply):

Single-Family Townhomes Duplexes Multi-Family

Other: _____

Minimum square footage of structure(s): TBD

Gross Density (Dwelling Units ÷ Total Acreage): 3.77 du/acre

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 4.85 du/acre

Percentage of Open Space provided: 12.9% Acreage of Open Space: +/- 2.45 acres

Type of Open Space provided (i.e. public, common, landscaping): Common open space and landscaping lots provided

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: Stephanie Hopkins Date: 7.29.2021
By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaaid.gov. A link will be provided for application attachments to be uploaded to the cloud.



Final Plat Application
PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

Office Use Only	
Case No(s):	<u>21-14-FP</u>
Project Name:	<u>Arroyo Vista No. 1</u>
Date Received:	<u>08.05.2021</u>
Date Accepted as Complete:	<u>09.14.2021</u>

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required Under Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

Information to Note:

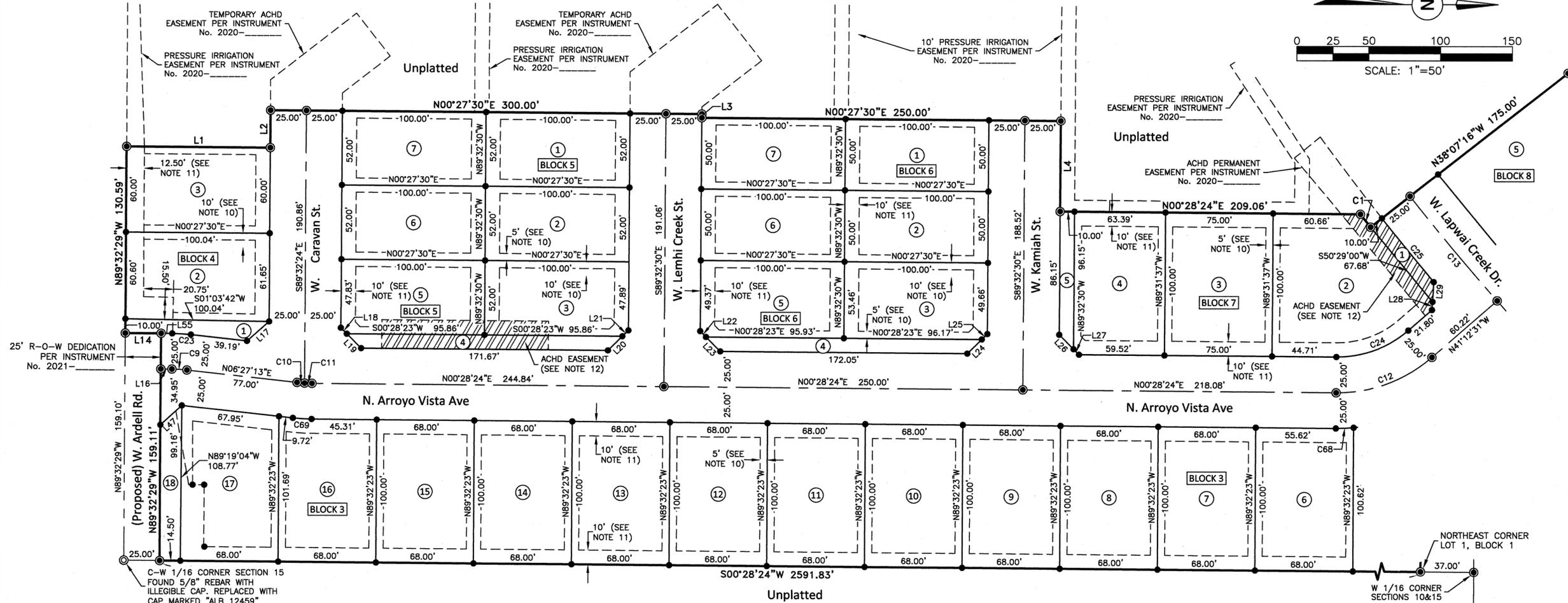
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee (KCC 5-1A-2C).

Complete applications shall be reviewed within sixty (60) days of date of acceptance (KCC 5-1A-5A).

Applicant Signature: Stephanie Hopkins Date: 7.29.2021

By signing, you are confirming you have provided all required items listed on this application.

PLAT OF ARROYO VISTA SUBDIVISION No. 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	1795.00'	11.41'	0°21'51"	N52°03'39"E	11.41'
C2	1620.00'	108.11'	3°49'25"	N49°58'02"E	108.09'
C3	125.00'	16.00'	7°20'03"	N51°43'21"E	15.99'
C4	70.00'	54.42'	44°32'43"	N25°17'10"E	53.06'
C5	300.00'	44.11'	8°25'31"	S7°13'34"W	44.07'
C6	200.00'	80.43'	23°02'27"	S22°57'33"W	79.89'
C7	150.00'	165.65'	63°16'20"	N2°50'37"E	157.36'
C8	300.00'	57.10'	10°54'21"	S23°20'23"E	57.02'
C9	100.00'	10.46'	5°59'36"	N3°27'26"E	10.46'
C10	100.00'	5.27'	3°01'08"	N4°56'39"E	5.27'
C11	100.00'	5.17'	2°57'43"	N1°57'14"E	5.17'
C12	100.10'	72.79'	41°39'50"	N20°22'36"W	71.20'
C13	1760.00'	94.85'	3°05'15"	N50°20'32"E	94.83'
C14	1760.00'	45.79'	1°29'27"	N48°03'11"E	45.79'
C15	100.00'	81.72'	46°49'14"	N23°53'26"E	79.46'
C16	100.00'	74.04'	42°25'14"	S69°15'56"W	72.36'
C17	100.00'	84.94'	48°40'01"	N23°52'19"W	82.41'
C18	300.00'	53.12'	10°08'40"	N42°58'59"E	53.05'
C19	300.00'	212.51'	40°35'11"	N17°37'04"E	208.09'
C20	300.00'	179.84'	34°18'33"	S14°28'44"W	176.97'
C21	125.00'	67.96'	31°09'08"	S73°57'03"E	67.13'
C22	125.00'	128.39'	58°50'52"	S28°57'02"E	122.82'
C23	125.00'	13.08'	5°59'36"	S3°27'26"W	13.07'
C24	75.10'	54.61'	41°39'50"	N20°22'36"W	53.42'
C25	1750.58'	57.34'	1°52'37"	N50°57'56"E	57.34'
C26	1735.00'	63.41'	2°05'38"	S50°50'21"W	63.41'
C27	1735.00'	61.95'	2°02'44"	S48°46'09"W	61.94'
C28	1735.00'	13.29'	0°26'20"	S47°31'37"W	13.29'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C29	75.00'	37.37'	28°33'04"	N33°01'23"E	36.99'
C30	75.00'	24.00'	18°20'06"	N9°34'47"E	23.90'
C31	75.00'	55.53'	42°25'14"	S69°15'56"W	54.27'
C32	125.00'	41.13'	18°51'14"	S64°48'59"W	40.95'
C33	125.00'	35.41'	16°13'57"	S82°21'35"W	35.30'
C34	75.00'	63.70'	48°40'01"	N23°52'19"W	61.81'
C35	325.00'	17.67'	3°06'57"	N46°29'51"E	17.67'
C36	275.00'	67.99'	14°09'58"	N40°58'20"E	67.82'
C37	275.00'	80.38'	16°44'48"	N23°30'57"E	80.09'
C38	275.00'	70.91'	14°46'27"	N9°45'20"E	70.71'
C39	275.00'	24.21'	5°02'38"	N0°09'13"W	24.20'
C40	325.00'	27.81'	4°54'08"	S0°13'28"E	27.80'
C41	325.00'	52.06'	9°10'38"	S6°48'55"W	52.00'
C42	325.00'	62.24'	10°58'23"	S16°53'26"W	62.15'
C43	325.00'	8.19'	1°26'40"	S23°05'57"W	8.19'
C44	25.00'	14.08'	32°15'49"	N39°57'12"E	13.89'
C45	11.00'	5.56'	28°56'07"	N41°37'03"E	5.50'
C46	320.00'	25.04'	4°29'01"	N29°23'30"E	25.04'
C47	150.00'	122.54'	46°48'27"	S22°55'50"E	119.16'
C48	100.00'	8.62'	4°56'18"	S1°59'45"E	8.62'
C49	100.00'	148.46'	85°03'42"	S46°59'46"E	135.20'
C50	150.00'	48.51'	18°31'39"	S80°15'47"E	48.29'
C51	280.00'	53.12'	10°52'11"	S26°11'55"W	53.04'
C52	11.00'	6.23'	32°27'17"	S4°32'11"W	6.15'
C53	25.00'	12.55'	28°45'46"	N2°41'25"E	12.42'
C54	275.00'	70.98'	14°47'21"	S9°40'37"W	70.79'
C55	275.00'	23.80'	4°57'29"	S0°11'47"E	23.79'
C56	325.00'	36.23'	6°23'14"	N0°31'05"E	36.21'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C57	325.00'	60.77'	10°42'48"	N9°04'07"E	60.68'
C58	325.00'	63.78'	11°14'40"	N20°02'51"E	63.68'
C59	325.00'	32.88'	5°47'45"	N28°34'04"E	32.86'
C60	125.00'	70.67'	32°23'31"	N32°00'34"W	69.73'
C61	125.00'	35.51'	16°16'30"	N7°40'34"W	35.39'
C62	125.00'	11.81'	5°24'52"	N3°10'51"E	11.81'
C63	125.00'	69.62'	31°54'45"	N21°50'40"E	68.73'
C64	125.00'	20.73'	9°30'05"	N42°33'05"E	20.71'
C65	1785.00'	7.95'	0°15'19"	N47°26'06"E	7.95'
C66	125.00'	8.81'	4°02'10"	N39°12'32"W	8.80'
C67	125.00'	69.77'	31°58'41"	N21°12'06"W	68.86'
C68	125.00'	12.40'	5°41'09"	N2°22'12"W	12.40'
C69	125.00'	13.05'	5°58'48"	N3°27'49"E	13.04'
C70	1620.00'	59.21'	2°05'38"	N50°49'55"E	59.20'
C71	1620.00'	48.90'	1°43'46"	N48°55'12"E	48.90'
C72	65.00'	55.20'	48°39'39"	N23°51'27"W	53.56'

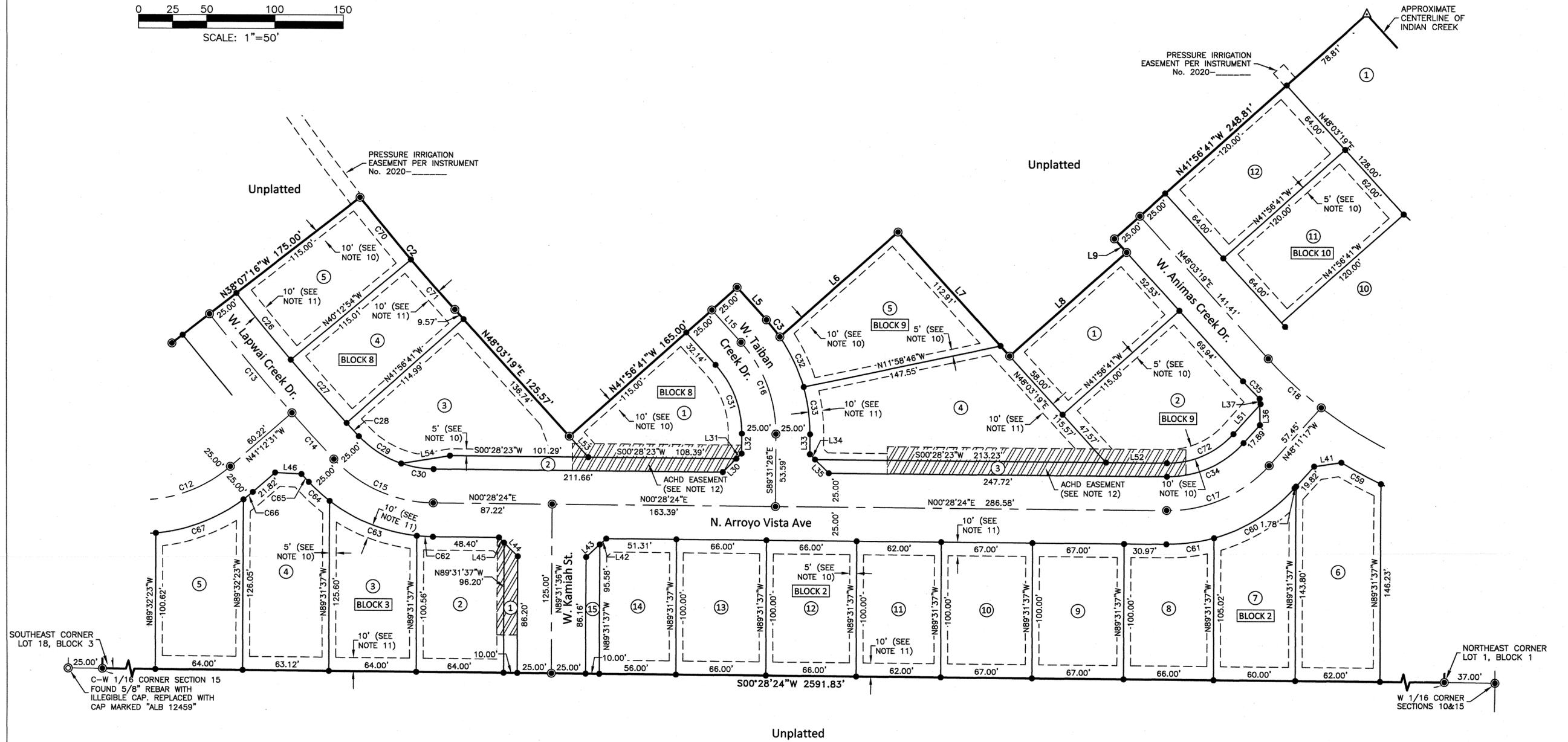
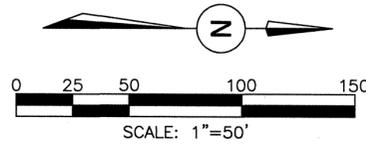
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°27'30"E	100.04
L2	N89°32'30"W	26.26
L3	S89°32'30"E	2.60
L4	S89°32'30"E	63.53
L5	N48°03'19"E	32.14
L6	N41°56'41"W	116.02
L7	N48°03'19"E	122.91
L8	N41°56'41"W	115.00
L9	S48°03'19"W	13.47
L10	S48°03'19"W	66.00
L11	N3°00'48"E	74.15
L12	N11°26'19"E	45.99
L13	N28°47'33"W	111.32
L14	S0°27'38"W	25.00
L15	N48°03'19"E	32.14
L16	N0°27'38"E	7.77
L17	S41°32'38"E	20.51
L18	S45°27'56"W	5.86
L19	S45°27'56"W	14.18
L20	S44°32'04"E	14.18
L21	S44°32'04"E	5.85
L22	S45°27'56"W	5.76
L23	S45°27'56"W	14.18
L24	S44°32'04"E	14.18
L25	S44°32'04"E	5.42
L26	S45°27'56"W	14.14
L27	S45°27'56"W	5.45
L28	S86°12'31"E	5.71

LINE TABLE		
LINE	BEARING	DISTANCE
L29	S86°12'31"E	13.87
L30	S44°31'32"E	14.18
L31	S44°31'32"E	5.41
L32	S89°31'26"E	14.74
L33	N89°31'26"W	14.73
L34	S45°28'28"W	5.42
L35	S45°28'28"W	14.18
L36	N89°20'05"E	14.81
L37	N89°20'05"E	4.65
L38	S44°36'21"E	5.98
L39	N44°36'21"W	25.46
L40	N45°23'39"E	31.13
L41	N8°09'49"W	20.15
L42	N42°48'14"W	6.45
L43	N42°48'14"W	13.74
L44	N45°28'23"E	14.14
L45	N45°28'23"E	5.38
L46	S3°06'57"W	19.31
L47	S42°12'24"E	20.30
L48	S34°26'56"E	13.89
L49	N1°29'44"W	67.62
L50	S37°51'23"E	22.57
L51	S48°11'17"E	28.80
L52	S0°28'23"W	44.53
L53	S48°03'19"W	20.74
L54	S9°28'31"E	36.15
L55	S0°27'38"W	32.77

2-28-2021
 DEVELOPER
DB Development, LLC
 MERIDIAN, IDAHO

9233 WEST STATE STREET
 BOISE, IDAHO 83714
 PHONE (208) 639-6939
 kmengllp.com

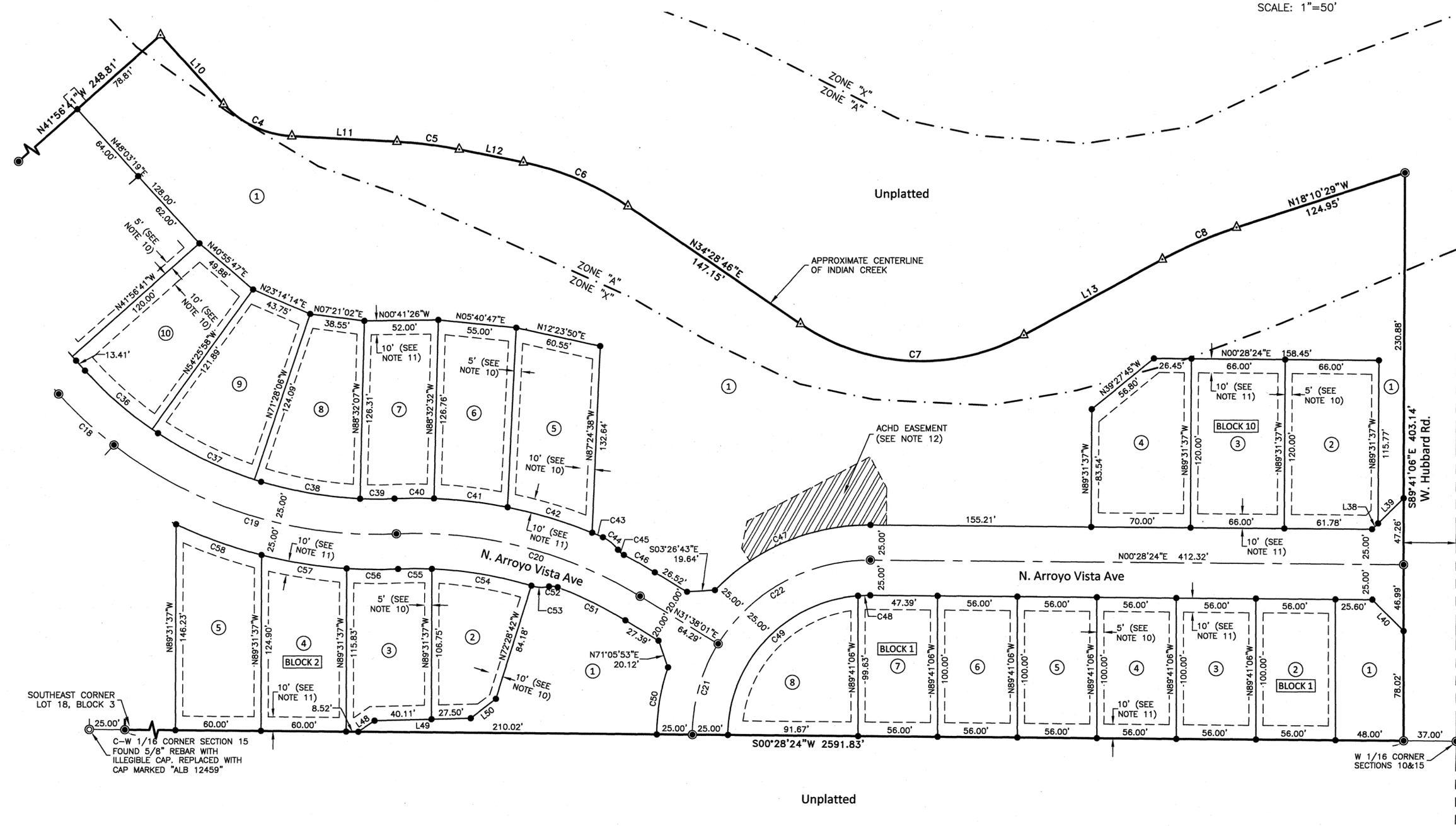
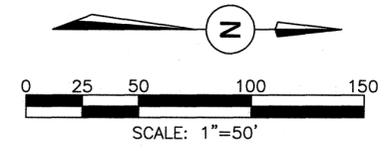
PLAT OF ARROYO VISTA SUBDIVISION No. 1



2-28-2021
DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



PLAT OF ARROYO VISTA SUBDIVISION No. 1



37' R-O-W DEDICATION
PER INSTRUMENT
No. 2021-



2-28-2021
DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



PLAT OF ARROYO VISTA SUBDIVISION No. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND SITUATED IN A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M., CITY OF KUNA, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 15, WHICH BEARS S00°31'28"W A DISTANCE OF 2,650.52 FEET FROM A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 15, THENCE FOLLOWING THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 OF SECTION 15, S89°32'29"E A DISTANCE OF 1,036.18 FEET TO A SET 5/8-INCH REBAR AND BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID SOUTHERLY LINE, N00°27'30"E A DISTANCE OF 100.04 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°32'30"W A DISTANCE OF 26.26 FEET TO A SET 5/8-INCH REBAR;
THENCE N00°27'30"E A DISTANCE OF 300.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S89°32'30"E A DISTANCE OF 2.60 FEET TO A SET 5/8-INCH REBAR;
THENCE N00°27'30"E A DISTANCE OF 250.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S89°32'30"E A DISTANCE OF 63.53 FEET TO A SET 5/8-INCH REBAR;
THENCE N00°28'24"E A DISTANCE OF 209.06 FEET TO A SET 5/8-INCH REBAR;
THENCE 11.41 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,795.00 FEET, A DELTA ANGLE OF 00°21'51", A CHORD BEARING OF N52°03'39"E AND A CHORD DISTANCE OF 11.41 FEET TO A SET 5/8-INCH REBAR;
THENCE N38°07'16"W A DISTANCE OF 175.00 FEET TO A SET 5/8-INCH REBAR;
THENCE 108.11 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,620.00 FEET, A DELTA ANGLE OF 03°49'25", A CHORD BEARING OF N49°58'02"E AND A CHORD DISTANCE OF 108.09 FEET TO A SET 5/8-INCH REBAR;
THENCE N48°03'19"E A DISTANCE OF 125.57 FEET TO A SET 5/8-INCH REBAR;
THENCE N41°56'41"W A DISTANCE OF 165.00 FEET TO A SET 5/8-INCH REBAR;
THENCE N48°03'19"E A DISTANCE OF 32.14 FEET TO A SET 5/8-INCH REBAR;
THENCE 16.00 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 07°20'03", A CHORD BEARING OF N51°43'21"E AND A CHORD DISTANCE OF 15.99 FEET TO A SET 5/8-INCH REBAR;
THENCE N41°56'41"W A DISTANCE OF 116.02 FEET TO A SET 5/8-INCH REBAR;
THENCE N48°03'19"E A DISTANCE OF 122.91 FEET TO A SET 5/8-INCH REBAR;
THENCE N41°56'41"W A DISTANCE OF 115.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S48°03'19"W A DISTANCE OF 13.47 FEET TO A SET 5/8-INCH REBAR;
THENCE N41°56'41"W A DISTANCE OF 248.81 FEET TO THE APPROXIMATE CENTERLINE OF INDIAN CREEK;
THENCE FOLLOWING SAID APPROXIMATE CENTERLINE THE FOLLOWING ELEVEN (11) COURSES:

1. N48°03'19"E A DISTANCE OF 66.00 FEET;
2. 54.42 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 44°32'43", A CHORD BEARING OF N25°17'10"E AND A CHORD DISTANCE OF 53.06 FEET;
3. N03°00'48"E A DISTANCE OF 74.15 FEET;
4. 44.11 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°25'31", A CHORD BEARING OF N07°13'34"E AND A CHORD DISTANCE OF 44.07 FEET;
5. N11°26'19"E A DISTANCE OF 45.99 FEET;
6. 80.43 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 23°02'27", A CHORD BEARING OF N22°57'33"E AND A CHORD DISTANCE OF 79.89 FEET;
7. N34°28'46"E A DISTANCE OF 147.15 FEET;
8. 165.65 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 63°16'20", A CHORD BEARING OF N02°50'37"E AND A CHORD DISTANCE OF 157.36 FEET;
9. N28°47'33"W A DISTANCE OF 111.32 FEET;
10. 57.10 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 10°54'21", A CHORD BEARING OF N23°20'23"W AND A CHORD DISTANCE OF 57.02 FEET;
11. N18°10'29"W A DISTANCE OF 124.95 FEET TO A SET 5/8-INCH REBAR ON A LINE 37.00 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 15;

THENCE LEAVING SAID APPROXIMATE CENTERLINE AND FOLLOWING SAID PARALLEL LINE, S89°41'06"E A DISTANCE OF 403.14 FEET TO A SET 5/8-INCH REBAR, WHICH BEARS S00°28'24"W A DISTANCE OF 37.00 FEET FROM A SET 5/8-INCH REBAR MARKING THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15 (WEST 1/16 CORNER);
THENCE LEAVING SAID PARALLEL LINE AND FOLLOWING THE EASTERLY LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, S00°28'24"W A DISTANCE OF 2,591.83 FEET TO A SET 5/8-INCH REBAR, WHICH BEARS N00°28'24"E A DISTANCE OF 25.00 FEET FROM A FOUND 5/8-INCH REBAR MARKING THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 (CENTER-WEST 1/16 CORNER);
THENCE LEAVING SAID EASTERLY LINE, N89°32'29"W A DISTANCE OF 159.11 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°27'38"W A DISTANCE OF 25.00 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 OF SECTION 15;
THENCE FOLLOWING THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 OF SECTION 15, N89°32'03"W A DISTANCE OF 130.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 19.062 ACRES, MORE OR LESS

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE CITY OF KUNA AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

JUSTIN BLACKSTOCK, MANAGER
DB DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
ADA COUNTY)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2021, BY JUSTIN BLACKSTOCK, AS MANAGER OF DB DEVELOPMENT, LLC.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF ARROYO VISTA SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

AARON L. BALLARD, P.L.S. 12459



DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



PLAT OF ARROYO VISTA SUBDIVISION No. 1

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____, 2020.

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

CITY OF KUNA ENGINEER, P.E. No. _____

DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, A.D. 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK
KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

DATE

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

HEALTH OFFICER

DATE

CERTIFICATE OF ADA COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF ARROYO VISTA SUBDIVISION No. 1 WAS FILED AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____M., THIS _____ DAY OF _____, _____ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.

INSTRUMENT NUMBER _____

DEPUTY

EX-OFFICIO RECORDER

FEE:



DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO





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: Arroyo Indio Subdivision / 06-08-ZC (Rezone) / 06-09-S (Preliminary Plat) / 06-06-DA (Development Agreement)

Site location: 2900 S. Black Cat Road / East side of Black Cat, North of Ardell, South of Hubbard

Planner: Lisa Bachman

Hearing date: August 15, 2006

Applicant: Evans Construction
9560 W. Pebble Brook Lane
Garden City, Idaho 83714

Owners: Arroyo Indio LLC
9560 W. Pebble Brook Lane
Garden City, Idaho 83714

Ilean Balls Life Estate
2900 S. Black Cat Road
Kuna, Idaho 83634

Engineer: Pinnacle Engineers, Inc.
12552 W. Executive Drive, Suite B
Boise, Idaho 83713

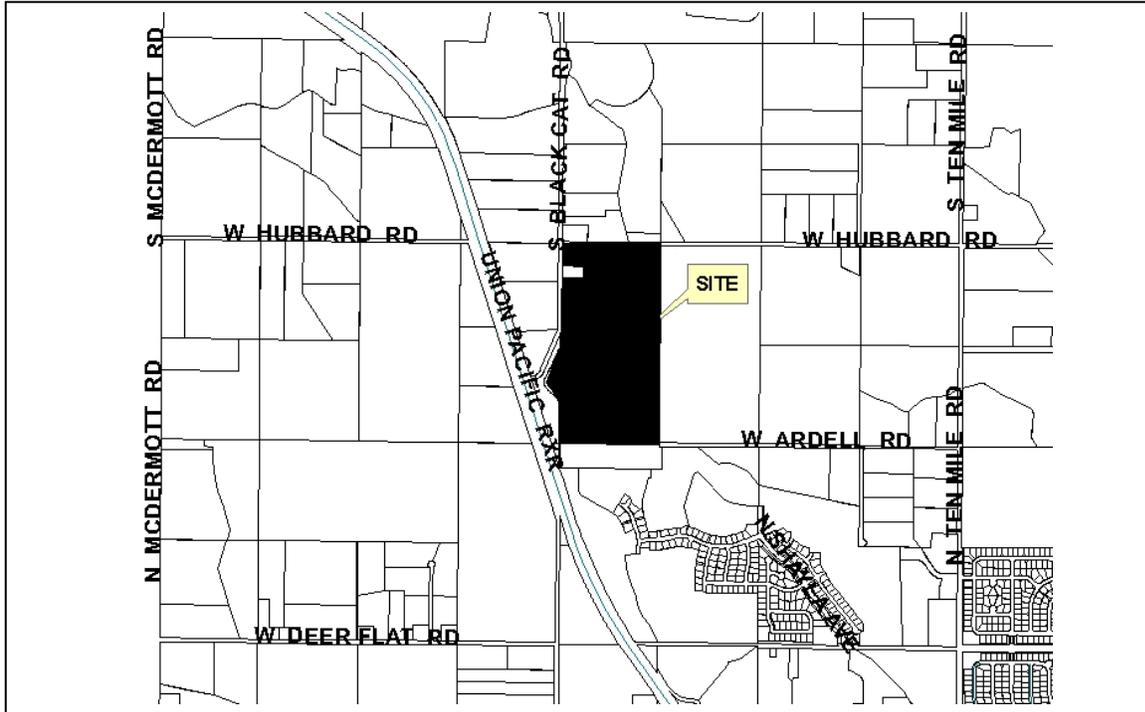
Application Information:

Current Zone:	A (Agricultural in Kuna City)
Proposed Zone:	R-4 (Medium Density Residential)
Proposed Density:	2.73 dwelling units per acre
Total Acres:	80.942 acres
Single-family lots:	221 lots (220 new single-family lots & 1 existing life estate lot)
Common lots:	7 lots

Project Summary:

The applicant is requesting preliminary plat and rezone approval with a Development Agreement for 221 single-family lots on approximately 80.942 acres. The site is located on the east side of Black Cat, north of Ardell and south of Hubbard. The property was recently annexed into the City with an Agricultural zone and is a part of the Local Improvement District for the new wastewater treatment plant. Subdivision access will be via Hubbard, Black Cat and Ardell. A major natural feature within the site includes Indian Creek, which meanders in a north-south direction through the site. Proposed amenities include a greenbelt along both sides of the Indian Creek, paved pedestrian pathways within the greenbelt and leading to the greenbelt.

Vicinity Map



A. Existing Site Conditions

1. Surrounding land use and zoning:

North	RR (Ada County)	Agricultural
South	RR (Ada County)	Agricultural
East	A (Kuna City)	Agricultural
West	RR (Ada County) & UPRR Right of Way	Agricultural and Railroad tracks

2. Parcel numbers:

S1315223100
S1315233800

3. Comprehensive Future Land Use Map:

The site is identified as Low Development Density (1-3 units/acre) in the northwest portion of the site, Medium Development Density (4-6 units/acre) on a majority of the site and high development density on the southeast corner of the site.

4. Property size:

Approximately 80.942-acres

5. Existing structures:

The site is currently contains some outbuildings one residential dwelling (life estate).

6. Existing Vegetation / Natural Features:

The site contains natural soils, grasses and some deciduous trees. Indian Creek meanders through the site, in a north-south direction.

B. Procedural Items:

Received Application	Accepted Application	Gov't Agency Notification	Property owners 300-ft. notification	Legal Hearing publication	Posted public hearing sign
05-24-06	05-24-06	06-09-06	07-06-06 (P&Z) & 07-27-06 (CC)	07-10-06 (P&Z) & 07-31-06 (CC)	07-17-06 (P&Z) & 08-07-06 (CC)

C. Staff Analysis/Findings for Consideration:

Rezone

1. Transmittal to Commission (KCC 5-13-4, 5-13-5 and 5-13-6)

5-13-4 - Zoning districts shall be amended in the following manner:

- A. Requests for an amendment to this zoning title shall be submitted to the planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment request.
- B. If the request is in accordance with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures provided in section 5-6-6 of this title.
- C. If the request is not in accordance with the adopted comprehensive plan, the request shall be submitted to the planning and zoning commission or, in its absence, the council, which shall recommend and the council may adopt or reject an amendment to the comprehensive plan under the notice and hearing procedures provided in section 67-6509, Idaho Code. After the comprehensive plan has been amended, the zoning regulations may then be amended as hereinafter provided for.

5-13-5 – Public Hearing, Commission: The planning and zoning commission shall hold a public hearing on the proposed amendment, give public notice in a newspaper and give written notice to all parties as required for special use permits.

5-13-6 - Recommendation by Commission: Within sixty (60) days from the receipt of the proposed amendment, the planning and zoning commission shall transmit its recommendation to the council. Said commission may recommend that the amendment be granted as requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with the comprehensive plan and established goals and objectives.

- The applicant is requesting a zoning designation of R-4 (Medium Development Density). The proposed zoning designation of R-4 complies with the current Comprehensive Plan; as such, a Comprehensive Plan Amendment will not be required.

Development Agreements

2. Development Agreement Purpose (KCC 5-14-1)

Development agreements are a discretionary tool to be used by the council as a condition of rezoning.

- The property was recently annexed into the city with an agricultural zone to participate in the Local Improvement District for the new wastewater treatment plant. The annexation included an addendum which requires the applicant to apply for rezone and development agreement upon development.

3. Development Agreement Form (KCC 5-14-3)

A development agreement shall be in the form required by the zoning director. No agreement shall be accepted by the zoning director which does not include the following:

- A. An affidavit by the owner of the parcel agreeing to submit the parcel to a development agreement.
- B. The specific use or uses of the parcel for which the development agreement is sought.
- C. The allowed or conditional use in the conditional zone for which application has been made.
- D. A concept plan of the project to be developed on the parcel. The concept plan shall include:
 - A description of the density allowed or sought.
 - Maximum height, size, and location of any structures on the property.
- E. The time required to begin the use on the property.
- F. A statement by the owner of the parcel that failure to comply with the commitments in the development agreement shall be deemed consent to rezone the use to the preexisting zone or, in the case of an initial zone at annexation, a zone deemed appropriate by the council.
- G. Any other matter mutually agreeable to the parties.
 - The submitted Development Agreement includes the items required by City code. The applicant is proposing an R-4 zone with Residential use. Section 3.1 includes specific conditions associated with the Development Agreement:
 - Developer shall provide landscaping in the common area along Indian Creek in substantial compliance with the landscape plan.
 - Developer shall construct a ten foot (10') wide asphalt pathway along Indian Creek in substantial compliance with the landscape plan.
 - Developer Agrees that the common area along Indian Creek and the pathway shown on the landscape plan (shall be for public use).
 - Developer shall provide six foot (6') tall vinyl fencing along Black Cat Road, Hubbard Road, the eastern boundary of the property, and the southern boundary of the property.

4. Development Agreement Approval (KCC 5-14-4)

- A. The council may require a development agreement be executed to allow a rezone if, in the opinion of the council, approval of the requested rezone does not satisfy the requirements set forth in the zoning ordinance for rezone approval, but the particular project or use contemplated has a value to the community that would justify the use of a development agreement. A development agreement may not allow a use on the parcel that is not an allowed or coordinated use in the requested zone.
- B. Development agreements may be approved by the council only after a public hearing. The public hearing shall follow the notice and hearing provisions of section 67-6509 of the Idaho Code.
- C. The Council may add conditions, terms, duties or obligations to the development agreement.
 - The City Council may require specific items in the Development Agreement regarding maximum heights, sizes, designs, etc. The applicant did not propose any specific home size, design, etc.

Subdivision

5. Commission's Findings (KCC 6-2-3-H-2)

In determining the acceptance of a proposed subdivision, the commission shall consider the objectives of this title and at least the following:

- a. The conformance of the subdivision with the comprehensive development plan;

- b. The availability of public services to accommodate the proposed development;
- c. The continuity of the proposed development with the capital improvement program;
- d. The public financial capability of supporting services for the proposed development; and
- e. The other health, safety or environmental problems that may be brought to the commission’s attention.

- **Conformance with the Comprehensive Development Plan:** The proposed zoning designation (R-4) complies with the Comprehensive Development Plan.
- **Availability of Public Services:** Public services will be available to the site; platted subdivisions and future developments surround the property to the north and east.
- **Capital Improvement Plan:** The proposed development could be integrated with a new capital improvement plan.
- **Financial Capability:** The property is included in the Local Improvement District, which ensures financial capability.
- **Health, Safety, Environmental:** The only possible health, safety and environmental concerns relate to Indian Creek within the subdivision. The applicant shall address fencing and safety measures to ensure security near Indian Creek.

Road Improvements & Sidewalks – Kuna City Code

6. Street Right of Way Width Specifications (KCC 6-3-4-A)

Street and road right of way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right of way standards are as follows:

Expressway or freeway	160-260 feet
Major arterial	80 feet
Minor arterial	80 feet
Collector street	60 feet
Minor street (local)	50 feet

Street and Road location (KCC 6-3-3-G)

Cul-De-Sac Streets: Cul-de-sac streets shall not be more than five hundred feet (500’) in length and shall terminate with an adequate turnaround having a minimum radius of fifty feet (50’) for right of way.

Required Public Improvements (KCC 6-4-2 B-D)

Every subdivider shall be required to install the following public and other improvements in accordance with the conditions and specifications as follows:

- B. Streets and Alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council. (Ord. 231, 12-7-1977)
- C. Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector and arterial streets. Rolled curbs and gutters or other landscaping and drainage as may be established by the Council and consistent with subsection G of this Section shall be required on minor streets. All construction shall be in accordance with the standards and specifications adopted by the Council. (Ord. 403, 10-5-1993)
- D. Bicycle Pathways: A bicycle pathway shall be provided within all subdivisions, as part of the public right of way or separate easement, as may be specified in an overall bicycle plan as adopted by the Council. (Ord. 231, 12-7-1977)

Landscape Buffer and Sidewalk (KCC 6-3-11-A & 6-4-2-L)

KCC 6-3-11-A: Kuna City code requires a minimum 20-foot wide planting reserve strip next to collector and arterial roads.

KCC 6-4-2 L: Kuna City code requires a minimum 5-foot wide to 8-foot wide detached concrete sidewalk to be constructed along all arterial and collector roadways with a minimum 10-foot wide landscaped buffer.

Kuna Comprehensive Street Plan Map

The Kuna Comprehensive Street Plan Map designates Hubbard Road as a minor arterial, and shows a future extension to Black Cat Road.

Kuna Comprehensive Bicycle Plan (Bicycle/Pedestrian Path Master Plan Map)

The south side of Hubbard Road and the east side of Black Cat Road identifies a bicycle/pedestrian pathway on the Kuna Comprehensive Bicycle Plan Map abutting the site. The Bicycle/Pedestrian Master Plan requires 8-foot wide sidewalks.

Road Improvements & Sidewalks – Proposed & Required

Proposed Subdivision Access:

The applicant is proposing two (2) entrances on Hubbard Road, one on the east side, and one on the west side of Indian Creek. The applicant is proposing one entrance roadway on Ardell located on the southeast corner of the site, and one entrance on Black Cat Road. ACHD has approved all proposed subdivision entrance roadways.

Staff note regarding the stub street extended to the Life Estate lot: Staff recommends the applicant ensure no access from the subdivision through or to the Life Estate Lot. The Life Estate lot has an existing bridge that crosses Indian Creek, providing access to Black Cat Road. This would not be safe for public access, and is a private access only.

Internal / Local Roads:

The applicant is proposing to the internal local roads with 50-feet of right-of-way with 36-foot street sections and rolled curb, gutter and 5-foot wide sidewalks.

- The local roads right-of-way, street sections, curb and gutter meet City Code. The applicant shall provide a minimum 50-foot radius within the cul-de-sacs.

Collector Road /Ardell:

Ardell Road is an existing mid-mile collector that terminates at the southeast property line. This section of Ardell Road serves Crimson Point Subdivision to the south, will provide one access to this proposed subdivision and will provide future access to undeveloped properties to the north. The applicant is proposing to extend Ardell Road up to the subdivision entrance only. Staff supports the applicant not constructing Ardell Road the full length of the site because Ardell Road would terminate due to the location of Indian Creek and the Railroad tracks. Also, this allowed the applicant to provide a stub street to the property to the south to accommodate access for future development.

Arterial Roads:

Hubbard Road

- **Existing Conditions:** The roadway pavement on Hubbard Road currently terminates at the northeast corner of the site. Indian Creek (approximately 80-foot

wide) runs across Hubbard Road approximately 380-feet west of the east property line (see attached map).

- **Applicant proposal:**

Eastern portion: The applicant is proposing to dedicate 35-feet of right-of-way on Hubbard Road, and construct pavement, curb, gutter and a 7-foot wide sidewalk with a 20-foot wide landscaped buffer approximately 200-feet in length up to the eastern subdivision entrance road.

Western portion: The applicant is proposing to dedicate 35-feet of right-of-way on Hubbard Road, and construct pavement, curb, gutter and a 7-foot wide sidewalk with a 20-foot wide landscaped buffer approximately 500-feet in length up to the western subdivision entrance road.

Center portion of frontage: The applicant is not proposing to extend Hubbard Road with a bridge over Indian Creek. There will be approximately 423-feet along Hubbard Road with 20-foot wide landscaped buffers, and 200-feet (80-feet of which is Indian Creek) with no improvements.

- **ACHD Recommendation for Hubbard Road:** ACHD supports the applicant's proposal for right-of-way dedication and proposed street improvements. ACHD is not requiring the applicant to construct curb and gutter because it is an arterial roadway, and is requiring 5-foot wide sidewalks as opposed to 7-foot.

Regarding Hubbard not crossing over Indian Creek: ACHD would need to acquire additional right-of-way from the property to the north to accommodate the construction of a bridge. Because the bridge has not been identified in the Districts Capital Improvements Plan, ACHD is not requiring the applicant to construct or road trust for bridge costs. If Hubbard Road is ever constructed across Indian Creek, it would be a District (ACHD) funded project because it is an arterial roadway. ACHD has sent an email (see exhibit) reinforcing this issue after the Planning & Zoning Commission meeting.

- **Planning & Zoning Commission Recommendation:**

Participate in Hubbard bridge trust to be held by City of Kuna with funds refunded to developer if/when ACHD builds bridge with ACHD funds.

- **Staff Comment:** Regarding a Bridge over Indian Creek: Due to the fact that Indian Creek crosses through Hubbard Road, and development is now occurring in this particular area, the need for a bridge (either now or in the near future) arises. The traffic impact study that was submitted with this application indicates a bridge would be necessary in the near future, but not particularly with this development only. The traffic impact study states that the applicant should participate in the construction costs of the bridge proportional to the daily traffic volumes. A cost estimate for a bridge has not been issued by the applicant. The City of Kuna does not typically fund or construct roadway projects. A roadway bridge project is ultimately ACHD's project. ACHD is the entity that would place the project in their plans (the Five Year Work Program or the Capital Improvement Plan), design and construct the project. The City Council shall determine if requiring the applicant to trust for a roadway project through the City would be appropriate. The City Council shall consider and review the particular facts and findings outlined in this report and ACHD's report to make that determination.
- Regarding sidewalk width: Even though the Comprehensive Bicycle Plan identifies 8-foot sidewalks along the south side of Hubbard Road, staff supports ACHD's

requirement of 5-foot wide sidewalks due to the fact that Hubbard road will not be providing a through pedestrian path over Indian Creek.

Black Cat Road

- **Existing Conditions:** Black Cat Road is constructed with pavement along the west property line approximately 2,000-feet in length. Black Cat Road then curves across the railroad tracks and ties back into Greenhurst Road.
- **Applicant Proposal:** The applicant is proposing to dedicate 48-feet of right-of-way on Black Cat Road, and construct curb, gutter and a 7-foot wide sidewalk with a 20-foot wide landscaped buffer approximately between 1,100 and 1,200-feet in length up to the Indian Creek easement along the west property line. The applicant is not proposing any further improvements along Black Cat Road due to the location of the existing road and Indian Creek.
- **ACHD Recommendation:** ACHD supports the applicant's proposed right-of-way dedication and street improvements. ACHD is not requiring the applicant to construct curb and gutter because Black Cat Road is an arterial roadway.
- **Staff Comment:** Staff supports ACHD's requirements for Black Cat Road right-of-way dedication and street improvements. The applicant shall be required to construct an 8-foot wide sidewalk in accordance with the Kuna Comprehensive Bicycle/Pedestrian Path Master Plan.

Landscaping

7. Landscaped Entrance (KCC 6-4-2-P)

All entrances to and exits from subdivisions shall be landscaped in a manner approved by the planning and zoning commission and/or department of urban forestry.

One Tree per lot required (KCC 6-4-2-S)

Kuna City Code requires that a minimum of one tree per lot shall be provided by the developer.

- **Subdivision Entrances:** The applicant is proposing landscaping in the buffers which abut the proposed entrances on Hubbard and Black Cat. The applicant has not proposed a landscaped entrance on Ardell.
- **One tree per lot required:** The applicant shall provide one tree per buildable lot.

8. Right-of-Way Fencing (KCC 6-4-2-Q)

A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and fence, six feet (6') in height (measured from the crest of the road) that is permanent and maintenance free. Acceptable fencing would include metal, rock, vinyl and the posts must be installed in concrete. No wood fencing would be allowed. The only exception is around parks (for safety reasons), an open fence may be required. A fence plan must be submitted with the preliminary plat application for approval.

Hubbard Road /Black Cat Road /Ardell Road Fences

The applicant is proposing 6-foot vinyl fences along Hubbard, Black Cat and Ardell Roads.

- The proposed right-of-way fences meet Kuna City Code. Note: Crimson Point Subdivision to the south has installed 6-foot vinyl, tan in color perimeter and right-of-way fencing.

9. Greenbelt along Indian Creek (KCC 6-4-2-M)

Greenbelts or landscaping screening may be required for the protection of residential properties from adjacent major arterial streets, waterways, railroad rights of way or other features. Subdivision plats shall show the location of any greenbelt areas.

Sidewalks & Pedestrian Walkways (KCC 6-4-2-L)

Kuna City Code requires Pedestrian walkways which are not adjacent to a public street, to have easements at least ten feet (10') in width and include a paved walk at least five feet (5') in width.

- Screening / Fencing: The applicant is not proposing any fencing along Indian Creek. Staff recommends the applicant install perimeter fencing along the residential lots which abut the Indian Creek/Greenbelt pathway on both sides and provide landscaping within the common Greenbelt area.
- Proposed Greenbelt: The applicant is proposing greenbelt pathways along both sides of Indian Creek. The proposed pathways are 10-foot wide asphalt pathways and include some landscaping. Accesses to the greenbelt pathways are located within some common lots throughout the subdivision.
- Staff Recommendation: The applicant should provide some additional pedestrian access for the southern portion of the subdivision to the greenbelt pathway.

10. Street Lights (KCC 6-4-2-N)

Kuna City Code requires that street lights are installed at all intersections, near the fire hydrants, and have a maximum spacing of two hundred fifty feet (250') throughout the interior and exterior of the subdivision. A sub divider shall conform to the requirements of the city and the public utility providing such lighting.

The proposed lighting plan does not meet KCC 6-4-2-N. The applicant shall be required to install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall be required to submit a lighting plan in accordance with KCC 6-4-2-N.

11. Street Names (KCC 6-3-5 A & B)

A. Street names shall not duplicate any existing street name within the county except where a new street is an uninterrupted extension and continuation of an existing street. Street names that may be spelled differently but sound the same as existing streets shall not be used.

B. All new streets shall be named as follows: Streets having a predominately north-south direction shall be named "Avenue" or "Road"; streets having a predominately east-west direction shall be named "Street" or "Way"; meandering streets shall be named "Drive", "Lane", "Path" or "Trail"; and cul-de-sacs shall be named "Circle", "Court" and "Place".

- The proposed street names do not meet Kuna City Code. The applicant shall obtain written approval from the Ada County Development Services Street Naming Committee for all street names within the subdivision prior to construction.

12. Services

Fire protection – Kuna Rural Fire District
 Sewage disposal – City of Kuna Municipal
 Water service – City of Kuna Municipal

Irrigation district – Boise-Kuna Irrigation District

13. Official Height and Area Regulations (KCC 5-3-3)

Kuna City Code has the following building requirements for an R-4 zone:

Maximum Height –	35-feet
Minimum Lot Width –	66-feet
Front setback –	20-feet
Garage setback –	20-feet
Rear setback –	15-feet
Interior side –	5-feet
Street side –	20-feet
Maximum lot coverage –	40%
Minimum lot area per D.U. –	6,600 square-feet

*A 15-foot setback may be allowed for living areas, side entry garage, or non-access side streets.

- Applicant Proposal: The applicant is proposing a variety of lot sizes from approximately 7,273 to 11,000 square-feet. The proposed lot sizes meet Kuna City Code. The proposed gross density is 2.73 dwelling units per acre.
- Planning & Zoning Commission Recommendation: The Commission has recommended to City Council to require a minimum lot size of 1/3 acre along Indian Creek.
- Staff Comment: Per Planning & Zoning Commission recommendation, changing all of the lot sizes along Indian Creek could be a significant change in the proposed preliminary plat. This would require some redesign, which could possibly create the need to go back through the Planning & Zoning Commission as a revised preliminary plat.
- The proposed lot sizes and dimensions meet City Code.

14. Kuna Comprehensive Plan Map (Section 4-3, Figure 4.3-1)

The site is identified as Low Development Density (1-3 units/acre) in the northwest portion of the site, Medium Development Density (4-6 units/acre) on a majority of the site and high development density on the southeast corner of the site.

- The proposed R-4 zone complies with the Kuna Comprehensive Future Land Use Map.

15. Transportation Task Force Recommendations

- Install a pedestrian pathway bridge across Indian Creek.
- Plant low-growing vegetation in the proposed landscaped areas and allow enough room for traffic signs where needed.

16. Staff Recommendation

Based on Staff's review of the application, staff concludes the applications complies with Kuna City Code and the Kuna Comprehensive Plan, and forwards a recommendation of approval with standard and specific conditions to the City Council, as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

The City Council should consider the evidence and testimony presented during the public hearing prior to rendering its decision concerning this application.

Exhibits:

Exhibit 1	City staff report
Exhibit 2	Rezone application
Exhibit 3	Preliminary Plat application
Exhibit 4	Development Agreement
Exhibit 5	Applicant submittal letter
Exhibit 6	8 ½ x 11 vicinity map
Exhibit 7	8 ½ X 11 subdivision plan
Exhibit 8	8 ½ X 11 landscape plan
Exhibit 9	City Engineer letter
Exhibit 10	ACHD Report & Email
Exhibit 11	Department of Environmental Quality (DEQ) letter
Exhibit 12	Boise Project Board of Control letter
Exhibit 13	Kuna Fire District letter
Exhibit 14	Central District Health Department letter
Exhibit 15	Planning & Zoning Commission approved Findings of Fact, Conclusions of Law
Exhibit 16	Planning & Zoning Commission meeting minutes
Exhibit 17	Large Preliminary Plat plan

D. Findings of Facts:**1. As to existing site conditions, the Council finds the following:****Surrounding Land Use and Zoning:**

North	RR (Ada County)	Agricultural
South	RR (Ada County)	Agricultural
East	A (Kuna City)	Agricultural
West	RR (Ada County) & UPRR Right of Way	Agricultural and Railroad tracks

Parcel Numbers:

S1315223100

S1315233800

Comprehensive Plan Future Land Use Map:

The site is identified as Low Development Density (1-3 units/acre) in the northwest portion of the site, Medium Development Density (4-6 units/acre) on a majority of the site and high development density on the southeast corner of the site.

Property size:

80.94-acres

Existing Structures:

The site is currently contains some outbuildings one residential dwelling (life estate).

Existing Vegetation / Natural Features:

The site contains natural soils, grasses and some deciduous trees. Indian Creek meanders through the site, in a north-south direction.

2. As to procedural items, the Council finds the following:

- All required procedural items have been completed in accordance with Kuna City Code.

3. As to the project description, the Council finds the following:

- The applicant is requesting preliminary plat and rezone approval with a Development Agreement for 221 single-family lots on approximately 80.942 acres. The site is located on the east side of Black Cat, north of Ardell and south of Hubbard. The property was recently annexed into the City with an Agricultural zone and is a part of the Local Improvement District for the new wastewater treatment plant.

4. As to Kuna City Code, the Council finds the following:

- The proposed Subdivision complies with Kuna City Code.

5. As to the Kuna Comprehensive Plan, the Council finds the following:

- The proposed Subdivision complies with the Kuna Comprehensive Plan.

E. Conclusions of Law:

If any of the following Conclusions of Law are determined to be Findings of Fact, they shall be included in that section.

1. Based on the evidence contained in File #'s 06-08-ZC, 06-09-S and 06-06-DA, The Kuna City Council finds that File #'s 06-08-ZC, 06-09-S and 06-06-DA complies with Kuna City Code.
2. Based on the evidence contained in File #'s 06-08-ZC, 06-09-S and 06-06-DA, The Kuna City Council finds that File #'s 06-08-ZC, 06-09-S and 06-06-DA complies with the Kuna Comprehensive Future Land Use Map.

F. Planning & Zoning Commission Recommendation to City Council:

On July 25, 2006, the Kuna Planning & Zoning Commission recommended approval to City Council for Rezone from A to R-4 as proposed and the Preliminary Plat with Development Agreement with the following conditions:

- Install fence abutting the site along Ardell Road to match the fence at Crimson Point Subdivision to the South.
- Build a pedestrian bridge across Indian Creek to connect pathway easements proposed Lobo and Vaquaro Streets within pathway easements with minimum of 20-feet.
- Lots abutting Indian Creek shall be a minimum of 1/3 acre.
- Install a road barrier at the life estate property at Pelea Rd.
- Provide 5-foot wide asphalt pedestrian walkway at undeveloped portion of Hubbard Road to connect the green belt to the side walks on both the west and east sides of Indian Creek.
- Install approved landscape islands and stone subdivision signs at the entrances to the subdivision on Hubbard in Phase 2 (eastern entrance) and Black Cat Rd in Phase 3 with approved landscaping.
- Provide a park space with playground equipment within Phase #1, Block 4, Lots 39 & 40 to be approved by staff.
- Provide a 10-foot wide landscaped pedestrian easement with a 5-foot wide asphalt path to provide connection to the Indian Creek greenbelt.
- Participate in Hubbard bridge trust to be held by City of Kuna with funds refunded to developer if/when ACHD builds bridge with ACHD funds.
- Install 6-foot wrought iron fencing along greenbelt on Indian Creek.
- Designate easements as pedestrian pathways and provide 5-foot paved paths at easements with a vinyl 4-foot solid, 2-foot lattice fence abutting the easements.

- Designate easements as pedestrian pathways and provide 5-foot paved pathways at easements with vinyl 4-foot solid, 2-foot lattice fence abutting easements through life estate parcel.
- Within the open space, provide general playground equipment to include a basketball court with hard paved surface and a tot lot to include maintenance free swings and slides approved by City Staff.

G. Site Specific Conditions of Approval:

1. Development Agreement

The City Council may require additional items in the Development Agreement regarding maximum heights, sizes, designs, fencing, additional pedestrian access, etc.

Road Improvements & Sidewalks

2. Internal / Local Roads:

Construct the internal local roads with 50-feet of right-of-way with 36-foot street sections, and rolled curb, gutter and 5-foot wide sidewalks, as proposed.

Arterial Roads:

Hubbard Road: Dedicate 35-feet of right-of-way abutting the entire site on Hubbard Road, as proposed. Construct a 5 to 7 -foot wide sidewalk and a minimum of 24-feet of pavement with a 20-foot wide landscaped buffer up to the subdivision entrances on the east and west, as proposed.

Black Cat Road: Dedicate 48-feet of right-of-way abutting the site on Black Cat Road and construct an 8-foot wide sidewalk with a 20-foot wide landscaped buffer approximately between 1,100 and 1,200-feet in length up to the Indian Creek easement along the west property line.

Ardell Road: Extend Ardell Road up to the subdivision entrance with a 5-foot wide sidewalk and a minimum of 24-feet of pavement, as proposed.

Additional ACHD requirements: As required by ACHD, provide traffic calming along Arroyo Rua between Ardell Road and Vaquero. (i.e. chokers, bulb-outs, traffic circles, etc.). Traffic calming methods shall be coordinated with ACHD.

Landscaping, Greenbelt & Pedestrian Pathways

3. Subdivision Entrances: Landscape the buffers along Hubbard and Black Cat Roads up to the subdivision entrances, as proposed.

One tree per lot required: Provide one tree per buildable lot.

Indian Creek Pathway / Greenbelt: Construct a 10-foot wide asphalt greenbelt pathway along Indian Creek, as proposed. Provide a minimum of 5-foot wide paved pedestrian access pathways from the common lots to the greenbelt pathways, ensuring delineated access. Provide additional pedestrian access to the greenbelt pathway from the southern portion of the subdivision.

Fencing

4. Hubbard, Black Cat and Ardell Roads Fences: Construct a 6-foot vinyl fence along Hubbard Road, as proposed.

Perimeter Fencing: Construct a 6-foot vinyl fence along the east property line, as proposed.

Indian Creek / Greenbelt Fencing: Construct a 6-foot vinyl fence along the residential properties on both sides abutting the Greenbelt Indian Creek area.

5. Street Lights

The applicant shall be required to install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall be required to submit a lighting plan in accordance with KCC 6-4-2-N.

6. Street Names

The proposed street names do not meet Kuna City Code. The applicant shall obtain written approval from the Ada County Development Services Street Naming Committee for all street names within the subdivision prior to construction.

H. Standard Conditions of Approval:

The following list details the tasks (in order) that the applicant and/or owner must complete before the approval of Arroyo Indio Subdivision will be considered final. Please note that you have one year from the date of the written decision of the council to complete these tasks and submit a final plat unless a time extension is granted.

1. The applicant and/or owner shall obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written/stamped upon a copy of the approved plat. All site improvements are prohibited prior to approval of these agencies.
 - a) The City Engineer must approve the sewer hook-up.
 - b) The Kuna Fire District must approve all fire flow requirements and/or building plans.
 - c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.
 - d) The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".
2. The final plat shall be meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.
3. The final plat shall be in substantial conformance with the approved preliminary plat.
4. Prior to approval by the Kuna City Council, the plat shall contain the following certificates and/or endorsements:
 - a) signature of the owner(s),
 - b) certificate of the plat surveyor,
 - c) certificate of the County Surveyor,
 - d) endorsement of the Central District Health Department,
 - e) endorsement of the Ada County Highway District

5. The following statements shall appear on the face of the final plat:
 - a) This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: “No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it.”
 - b) Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.
 - c) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.
6. No building permits will be issued until the final plat is recorded through the County Recorder’s Office and parcel numbers have been issued by the County Assessor’s Office.
7. All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
8. 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.
9. Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.
10. Installation of fire protection facilities as specifically required by the Kuna Fire District is required.
11. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10’).
12. All submittals of required compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by your application file numbers.
13. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
14. Individual lot pressurized irrigation shall be provided. The Kuna City Engineer must approve an irrigation plan prior to submitting the final plat for approval.
15. Lighting within the development shall comply with the Kuna City Code.
16. One tree per lot shall be provided by the developer.

17. All surety and surety agreements shall comply with the Kuna City Code.

18. Site specific conditions of approval:

- R-4 zoning, with a development agreement to include the following:
 - a) Comply with all staff, ACHD & Fire district recommendations.
 - b) Upon submittal of the replatting of the Life Estate require the greenbelt to continue along Indian Creek.
 - c) Basketball court to be moved to Lot 28 Block 4 in phase 1. Lot 28 Block 4 to be open space, owned & maintained by the homeowners association.
 - d) Developer to work with the City Engineer to develop a plan for a regional lift station.
 - e) Create a pathway between lot 7 & 8 block 3 and lot 17 & 18 block 3.
- Meet all Planning & Zoning Commission requirements with the following changes:
 - a) Remove the 1/3 acre requirement.
 - b) The life estate property shall use the existing access to Black Cat Road or take access from Pelea Drive, not both. A road barrier shall be installed at the end of Pelea Drive if the Black Cat Road access is used.
 - c) Provide general playgournd equipment to include maintenance free swings and slides approved by City staff at the proposed tot lot, shown on the Preliminary Plat as Lot 1, Block 5.
 - d) Remove the requirement to participate in a Hubbard bridge trust.



O. Dean Obray
Kuna City Mayor

Attest:



Lynda Burgess
Kuna City Clerk





July 29, 2021
Project No. 19-141

Mr. Jace Hellman
Planning & Zoning Department
City of Kuna
751 West 4th Street
Kuna, ID 83634

**RE: Arroyo Vista No. 1 (fka Arroyo Indio) – Kuna, ID
Final Plat Application**

Dear Jace:

On behalf of DB Development, LLC., we are pleased to submit the attached application and required supplements for the final plat of Arroyo Vista Subdivision No. 1.

The final plat for this phase encompasses approximately 19.06 acres of the overall site and includes 72 buildable single-family residential lots and 13 common lots for a total of 85 lots. Access for this subdivision is proposed via Hubbard Road, internal connections will be made to subsequent phases via several stub street locations.

To the best of our knowledge, the final plat for Arroyo Vista No. 1 is in conformance with the approved preliminary plat and meets the requirements and conditions of approval thereof. Further, the construction plans for this phase have been approved by the regulatory agencies.

Should you have questions or require further information in order to process this application, please feel free to contact me.

Sincerely,
KM Engineering, LLP

A handwritten signature in blue ink that reads 'Stephanie Hopkins'.

Stephanie Hopkins
Land Planning Manager

cc: DB Development, LLC.

5.5.2.1 Operation and Maintenance of the Common Area.

Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development’s Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision’s non-publically dedicated park and pathway areas;

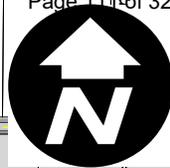
5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

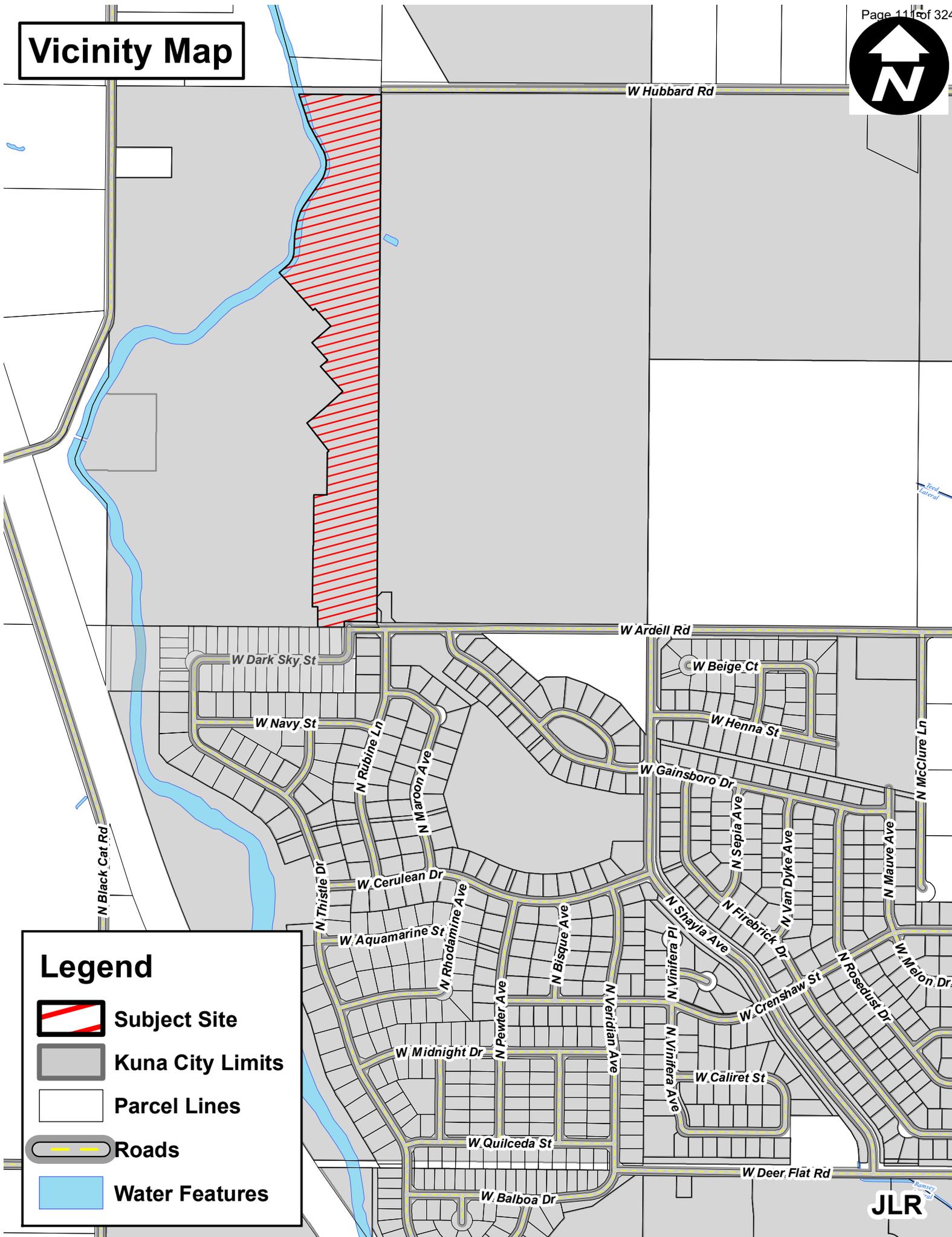
5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. The Association may establish rules and regulations regarding the Owners’ use of Common Areas and Improvements located thereon.



Vicinity Map



Legend

-  Subject Site
-  Kuna City Limits
-  Parcel Lines
-  Roads
-  Water Features



CITY OF KUNA
 P.O. BOX 13
 KUNA, ID 83634
www.kunacity.id.gov

Catherine Feistner, E.I.T.
 Assistant Kuna City Engineer

Brady Barroso
 Engineering Technician I

FINAL PLAT MEMORANDUM

To: Jace Hellman - Planning and Zoning Director
From: Brady Barroso - Engineering Technician I
 Catherine Feistner - Assistant City Engineer
Date: 15 September 2021
RE: Public Works Comments
 Arroyo (Indio) Vista Subdivision No. 1 – 21-14-FP (Final Plat)

The Arroyo Indio Subdivision No. 1, 21-14-FP, Final Plat request dated 14 September 2021 has been reviewed. This review is based on land use as allowed or permitted in a “R-4” zone. This application encompasses 19.06 acres. This application contains a total of 72 single-family residential lots and 13 common lots.

Public Works staff supports approval of this final plat. The plat may be officially approved after all conditions are met.

Comments may be expanded or refined in connection with the future land-use actions.

1) Inspection & Fees

- a) The responsible engineer of record will provide record drawings upon completion.
- b) The inspection fees for City inspection of the construction of public water, sewer and irrigation facilities associated with this development have been paid.

2) General

- a) Arroyo Indio Subdivision No. 1, 21-14-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and “Change of Ownership” form from IDWR.
- b) The applicant provided engineering certification on all final engineering drawings/record drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Sanitary Sewer Connection

- a) This project is in agreement with the sewer master plans.

- b) This project has previously reserved capacity in the Crimson Point Lift Station.

4) Potable Water Connection

- a) This project is in agreement with the water master plans.

5) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

- a) Grading and drainage plans have been provided as part of the construction drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

- a) Comments may result from the final construction review.
 - (1) The final plat appears complete.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

- a) As-built (record) 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.
- b) *Correct and verified as-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

- a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

**RESOLUTION NO. R42-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO TO COVER THE INSTALLATION OF TEMPORARY PORTABLE WIRING AND EQUIPMENT FOR CARNIVALS, CIRCUSES, AND FAIRS AS OUTLINED IN THE NATIONAL ELECTRICAL CODE ARTICLE 525 THAT OCCUR IN KUNA IDAHO ON CITY PROPERTY.

Section 1 - Scope:

Installation of portable wiring and equipment for carnivals, circuses, fairs and similar functions including wiring in or on all structures that occur in Kuna Idaho on City property.

Section 2 - Definitions:

1. Carnival: A small traveling amusement that contains rides, concessions and games amongst other temporary structures focused on entertainment.
2. Circuses: An enclosed or non-enclosed arena for a variety of shows or performances with tiered seating.
3. Fair: A large traveling amusement that contains rides, concessions and games amongst other temporary structures focused on entertainment.

Section 3 - Required Electrical Inspection:

An electrical inspection is required for carnivals, circuses or fairs for their portable wiring and equipment.

Section 4 - Electrical Inspection Criteria:

Electrical Inspections will be conducted by a city approved inspector and in compliance with the National Electrical Code Article 525 with any updates or guidelines provided by the State of Idaho Division of Building Safety.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that this resolution shall take effect and be in force from and after its passage and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of October, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R43-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY GREYHAWK LAND COMPANY, LLC, FOR GREYHAWK SUBDIVISION NO. 12 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Greyhawk Subdivision No. 12 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Greyhawk Subdivision No. 12 were approved by the Kuna City Engineer on 22 January 2021; and

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

WHEREAS the landscaping has not been completed for Greyhawk Subdivision No. 12 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at sixty-five thousand four hundred five dollars and eighty-two cents (\$65,405.82) adding 25% for a total of eighty-one thousand seven hundred fifty-seven dollars and twenty-eight cents (\$81,757.28); and

WHEREAS developer desires to record the final plat for Greyhawk Subdivision No. 12 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Greyhawk Subdivision No. 12** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least eighty-one thousand seven hundred fifty-seven dollars and twenty-eight cents (\$81,757.28);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of October, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
[GREYHAWK SUBDIVISION NO. 12- LANDSCAPE]

THIS AGREEMENT is made by and between GREYHAWK LAND COMPANY, LLC, (hereinafter "Developer"); whose address is 701 S. Allen St. Suite 104, Meridian, ID 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase twelve of the development known as Greyhawk Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

- a. Approved Landscape Plan for Greyhawk No. 12 and the associated Bid for landscaping by Power Enterprises, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of eighty-one thousand seven hundred fifty-seven dollars and twenty-eight cents (\$81,757.28), for deposit with City in its accounts (the "Cash Deposit"), which includes:

- a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

- b. To that total, the following additional sums may be added upon the following considerations:

- i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or

Public Works Director.

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

performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

whether incurred through litigation or otherwise.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 27th day of September, 2021.

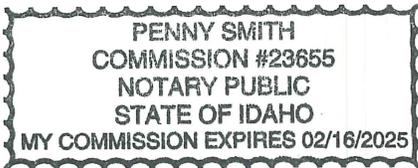
Mitch Armuth

GREYHAWK LAND COMPANY, LLC

By Mitch Armuth
Vice President of Land Development

On this 27th day of September, 2021, before me Penny Smith, personally appeared MITCH ARMUTH known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Vice President of Land Development and on behalf of the GREYHAWK LAND COMPANY, LLC.

S
E
A
L



Penny Smith
Notary Public for Idaho
My commission expires on 2-16-2025

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

EXHIBIT A

Power Enterprises, LLC

16131 N Franklin Blvd

Nampa, ID 83687

Invoice

Date	Invoice #
9/17/2021	Balance

Bill To
HUBBLE HOMES 701 S. ALLEN, SUITE 104 MERIDIAN, ID 83642

P.O. No.	Terms	Project
	Net 30	C210705AA Greyha...

Item	Description	Est Amt	Prior Amt	Prior %	Qty	U/M	Rate	Curr %	Total %	Amount
	Greyhawk 12									
INCOM...	Sod - sf	19669.44			40,978		0.48	100.00%	100.00%	19669.44
INCOM...	Bed Area - Perma Bark over weed fabric - cy	8,640.00			72		120.00	100.00%	100.00%	8,640.00
INCOM...	1' Mow Strip - Perma bark over weed fabric - cy	1,440.00			12		120.00	100.00%	100.00%	1,440.00
INCOM...	Trees: 1.5" Deciduous MS River Birch - ea	3,510.00			9		390.00	100.00%	100.00%	3,510.00
INCOM...	Trees: 2" Deciduous - ea	10530.00			26		405.00	100.00%	100.00%	10530.00
INCOM...	Trees: 6' Conifer - ea	12750.00			30		425.00	100.00%	100.00%	12750.00
INCOM...	Plants: 5 gallon Blue Shag Eastern White Pine - ea	5,115.00			33		155.00	100.00%	100.00%	5,115.00
INCOM...	Plants: 2 gallon - ea	1,476.00			41		36.00	100.00%	100.00%	1,476.00
INCOM...	Plants: 1 gallon - ea	1,890.00			105		18.00	100.00%	100.00%	1,890.00
INCOM...	Hydroseed - sf	385.38			2,141		0.18	100.00%	100.00%	385.38

Total	\$65,405.82
--------------	-------------

Payments/Credits	\$0.00
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Balance Due	\$65,405.82
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RESOLUTION NO. R45-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **Making certain Findings;**
- **Approving and authorizing the Mayor and the City Clerk to execute on behalf of the City Council that certain agreement with the City of Kuna entitled “Preconstruction Sewer Extension Agreement” by and between the City of Kuna, Select Development and Contracting LLC, and The Westpark Company, Inc. for the design and construction of forcemain improvements; and**
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

SECTION 1 Section 1: Findings

It is hereby found by the City Council that:

- 1.1** That for the reasons and considerations set forth in Section 1 of that certain “Preconstruction Sewer Extension Agreement” as proposed by and between the City of Kuna, Select Development and Contracting LLC, and The Westpark Company, Inc. a true and correct copy of which is attached hereto and marked “**Exhibit A**” and by this referenced incorporated herein (Agreement) entering into the Agreement is in the best interests of the City.

SECTION 2 Section 2: Action authorizing the Mayor and City Clerk to execute the Preconstruction Sewer Extension Agreement

- 2.1** That the Mayor and the City Clerk of the City of Kuna are hereby authorized, as the agents of this City, to execute the Agreement, a true and correct copy of which is attached hereto and marked “**Exhibit A**” and by this reference incorporated herein, and thereby fully bind the City to its terms and conditions upon the same being approved and executed by the authorized Manager of Select Development and Contracting LLC and The Westpark Company Inc.

SECTION 3 Section 3: Direction to City Clerk

3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City of Kuna and to provide a certified copy of this resolution to the attention of Randy L. Fullmer of Select Development and Contracting LLC and Greg Johnson of The Westpark Company, Inc.

SECTION 4 Section 4. Effective Date

4.1 This resolution shall be in full force and effect after its passage, approval.

PASSED BY THE COUNCIL of Kuna Idaho this ____ of _____ 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2021.

City of Kuna / Select Development and Contracting LLC / The Westpark Company, Inc.

PRECONSTRUCTION SEWER EXTENSION AGREEMENT

[Kuna City Code § § 7-6-12]

Parties to the Agreement:

City of Kuna	“City”	Attn: Public Works Director 751 W. 4 th Street Kuna, ID 83634
Select Development and Contracting LLC	“Select”	Attn: Randy L. Fullmer P.O. Box 1030 Meridian, Idaho 83562
The Westpark Company, Inc.	“Westpark”	Attn: Greg Johnson 1861 S Wells Ave Suite 210, Meridian, Idaho 83642

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EXHIBIT B	MAP OF EAST KUNA	ERROR! BOOKMARK NOT DEFINED.
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PRECONSTRUCTION SEWER EXTENSION AGREEMENT
City of Kuna / Select Development and Contracting LLC/ West park Company, Inc.

THIS PRECONSTRUCTION SEWER EXTENSION AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, (“**City**”) and SELECT DEVELOPMENT AND CONTRACTING LLC, an Idaho limited liability company (“**Select**”) and THE WESTPARK COMPANY, INC. an Idaho general business corporation (“**Westpark**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals and Definitions, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, Select, and Westpark represent, covenant and agree as follows:

SECTION 1 DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

- 1.1 **Act:** Means and refers to the Idaho Revenue Bond Act as codified in I.C. §§ 50-1027 -50-1042.
- 1.2 **Ada County:** Means and refers to Ada County, Idaho.
- 1.3 **Agreement:** Means and refers to this “**Preconstruction Sewer Extension Agreement.**”
- 1.4 **Benefitted Area:** Means and refers to the entire City of Kuna.
- 1.5 **City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.6 **City Council:** Means and refers to the City Council of the City.
- 1.7 **City Sewer Reimbursement Policy:** Means and refers to the City Sewer Reimbursement Policy as currently established by City Council Resolution No. R85-2019 a copy of which is attached hereto marked **Exhibit E** and by this reference incorporated herein this definition.
- 1.8 **Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.

- 1.9 **Danskin Drainage Basin:** Means and refers to that certain drainage basin the location of which is depicted on the Map of Danskin Drainage Basin attached hereto marked as **Exhibit C** which is by this reference incorporated herein this definition.
- 1.10 **Danskin Lift Station:** Means and refers to the City's Sewer System Lift Station located at Ten Mile Road Kuna, Idaho.
- 1.11 **Developers:** Means and refers to Select and Westpark.
- 1.12 **Developers' Real Property:** Means and refers to that certain real property which is legally described in **Exhibit D** which is attached hereto and by this reference incorporated herein this definition.
- 1.13 **Effective Date:** Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Rezone Ordinance of the Developers' Real Property takes effect.
- 1.14 **Eligible Reimbursement Costs:** Means and refers to those costs incurred by the Developers for the Project Improvements.
- 1.15 **I.C. §:** Means and refers to and is the citation to a section of the Idaho Code.
- 1.16 **Impact Area:** Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Local Land Use Planning Act.
- 1.17 **KCC §:** Means and refers and is the citation to a section of the Kuna City Code which is the code of ordinances of the City.
- 1.18 **North Treatment Plant:** Means and refers to the City's wastewater treatment plant located at 6950 S Ten Mile Rd, Meridian, ID 83642.
- 1.19 **Party or Parties:** Means and refers to the City and/or the Select and/or Westpark, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.
- 1.20 **Select:** Means and refers to Select Development and Contracting LLC, an Idaho limited liability company, party to this Agreement.
- 1.21 **Sewer System:** Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage.

- 1.22 **Westpark:** Means and refers to The Westpark Company, Inc. an Idaho general business corporation and Party to this Agreement.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 **Municipal Corporation.** City is a municipal corporation established in accordance with Article XII of the Constitution of the state of Idaho and Title 50 Idaho Code; and
- 2.2 **City Sewer System Authority.** The City is authorized, under the Act, to acquire, construct, reconstruct, improve, better or extend its Sewerage System and it is required to manage its Sewer System in the most efficient manner consistent with sound economy and public advantage, and that the services provided by the City's Sewer System are furnished at the lowest possible cost for the use and benefit of those served by the City's Sewerage System and not as a source of revenue to the City and for the promotion of the welfare and for the improvement of the health, safety, comfort and convenience of the inhabitants of the City; and
- 2.3 **City Sewer Rates and Fees:** The City is specifically authorized, pursuant to I.C. § 50-1030 (f), to prescribe and collect rates, fees, tolls or charges, for the services, facilities and commodities furnished by its Sewer System, and is authorized to provide methods of collections and penalties, including denial of service for nonpayment of such rates, fees, tolls or charges; and
- 2.4 **City Sewer Ordinances:** The City has established a City Sewer System throughout the City which is governed under KCC Chapters 6 and 7 of Title 7; and
- 2.5 **Comprehensive Plan.** The City has the power and duty under I.C. § 67-6508 to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the I.C. § 67-6508 and has established a Comprehensive Plan; and
- 2.6 **Impact Area:** The City and Ada County are required by I.C. § 67-6526 and have each adopted an ordinance identifying the area of the City's impact within the unincorporated area of Ada County and by separate ordinance are to provide for the application of plans and ordinances for the area of the City's impact which must be established before the City can annex adjacent territory; and
- 2.7 **City Annexation Authority:** The City has authority, pursuant to I.C. § 50-222 (1) to annex lands which are reasonably necessary to assure the City's orderly development in order to allow efficient and economically viable provision of its fee-supported municipal services, in a process of enabling an orderly development of private lands which will benefit from the cost-effective availability of municipal services in the City's urbanizing area in a manner

that equitably allocates the costs of City's public services in the management of development on the urban fringe of the City; and

- 2.8 **City Growth:** The City is experiencing considerable growth and development both within its boundaries and within its urban fringe which is defined by its Impact Area; and
- 2.9 **Need to Enlarge and Extend the City Sewer System:** The City has experience and reasonably anticipates; it will continue to experience growth which will involve the development of undeveloped land within the City and undeveloped land within its Impact Area which growth and development has imposed and will continue to impose a need and demand for the enlargement and extension of the City's Sewer System in order to serve that anticipated new growth and development; and
- 2.10 **City Sewer Fees:** The City is authorized by the Act to impose and collect fees to connect to and receive services of its Sewer System. The City is required to allocate and budget those collected fees in accordance with the Act limited to the payment of maintenance, depreciation and replacement of the City's Sewer System. The City is required, by I.C. § 50-1033, to keep these collected fees in its Sewer Fund in a separate and segregated account which cannot be used for the City's general fund purposes or for the future expansion of its Sewer System; and
- 2.11 **State Constitutional Restrictions:** The City is also prohibited by Idaho Const. Art. VIII § 3 (the "Constitutional Prohibition") from incurring any indebtedness or liability exceeding the income or revenue of that year unless the indebtedness or liability is approved by two-thirds of the qualified electors; and
- 2.12 **City Sewer Fund:** The City has established and maintains a sewer fund into which it deposits and accounts for sewer connection and services fees it has established (the "City Sewer Fund"); and
- 2.13 **City Conditions of Sewer Extension:** The City has established conditions [KCC § 10-2-5-7 and 10-2-5-8] by which its sewer system may be extended in order to benefit the development of undeveloped land which requires the benefited land owners and developers to finance and pay for those costs and provides for the reimbursement of benefited land owners and developers Eligible Reimbursement Costs pursuant to and in accordance with the City Sewer Reimbursement Policy; and
- 2.14 **Developer Business:** Select and Westpark are in the business of developing single-family residential communities in the City; and
- 2.15 **Developer Real Property:** The Developers' Real Property is located within the Danskin Drainage Basin; and
- 2.16 **Developer Applications:** The Developers' have applied (or will in the future apply) to annex, zone and subdivide the Developers' Real Property into the City for the purpose of

their development of single-family residential communities which requires City Sewer System services which currently do not exist to serve; and

- 2.17 **City Sewer Extension to Developer Real Property:** The City’s Sewer System can be extended with capacity to serve the single-family development of Developers’ Real Property; and
- 2.18 **Conditions of City Sewer Extension:** The City requires, as a condition of the extension of the City’s Sewer System, that the extension be designed, constructed and paid for:
- At the developer of real property’s expense;
 - In accordance with the specification requirements of the City which includes (to avoid duplication) sufficient sizing and capacity of the extension to serve the Developer’s real Property and the eventual development of all other real property within a defined Benefitted Area; and
 - In accordance with the City’s City Sewer Reimbursement Policy; and
- 2.19 **Facilities needed to Extend City Sewer Services to Developers Real Property:** In order for the City’s Sewer System to be extended into the Danskin Drainage Basin and provide service to the Developer’s Real Property as the Developers intend to develop it, a new 18-inch diameter force main (not including the pump) must be constructed from Danskin Lift Station and connected to the Danskin Lift Station in order for sewage to be transmitted to and treated by the North Treatment Plant as further identified in the broader project description on **Exhibit A** within the Rights-of-Way; and
- 2.20 **Danskin Lift Station Additional Pump:** The City has planned for and appropriated for the costs of the acquisition and installation of and additional pump at the Danskin Lift Station which is currently in process; and
- 2.21 **Developer Design and Construct City Sewer Extension:** Select and Westpark are willing to design and construct an extension to the City’s Sewer System to serve the Developers’ Real Property in accordance with the requirements and conditions of the City; and the City is willing to then accept the connection of that extension to and as a part of its City Sewer System, all in accordance with the terms and conditions of this Agreement.
- 2.22 **City Council Agreement Approval:** The City represents that it has taken all necessary City Council actions as required by applicable law for City to enter into this Agreement.

SECTION 3 DESIGN OF SEWER EXTENSION PROJECT IMPROVEMENTS

- 3.1 **City Design Requirements for Sewer Extension Project Improvements.** The City shall identify its requirements for the sufficient sizing and capacity of the Sewer Extension Project Improvements (the “**Project Improvements**”); to provide City Sewer System

service to the Developers' Real Property and to all other real property within the Benefitted Area.

- 3.2 **Design of Sewer Extension Project Improvements:** Developers will: (a) cause design professionals to design and engineer the Project; and (b) at all times diligently pursue the design in good faith, including reasonable efforts to promptly submit the “**Preliminary Project Plans**” (defined in Section 3.4) and “**Final Project Plans**” (defined in Section 3.8). The design must be in accordance with all applicable laws and the terms of this Agreement and approvals.
- 3.3 **Utilities.** Developers will: (a) identify, locate and determine conflicts between the Project and existing utilities; (b) create a set of utility plans in compliance with applicable utility regulations to map relocations and/or adjustments; and (c) prepare utility agreements for coordination with utilities during the design of the Project. City will cooperate in the efforts and pursue execution of utility agreements and/or waivers, as necessary.
- 3.4 **Engineer's Project Costs Estimate.** Developers will obtain an estimate of the Project costs within the preliminary Project plans for the Project Improvements (the “**Preliminary Project Plans**”) from an engineer licensed under the laws of the state of Idaho and approved by City (the “**Project Engineer**”).
- 3.5 **City Review and Approvals.** If not already designated, then as soon as practicable upon Developers' request, City will designate its engineer and other personnel, as necessary, to promptly inspect, review and/or approve aspects of the Project, including without limitation inspection, review and/or approval of:
- 3.5.1 The selection of the Project Engineer;
 - 3.5.2 The Preliminary Project Plans;
 - 3.5.3 The Final Project Plans;
 - 3.5.4 The “**Construction Contract**” (defined in Section 6.6); and
 - 3.5.5 Installation of the Project Improvements in accordance with applicable laws.
- 3.6 **Review of Preliminary Project Plans.** City will review the Preliminary Project Plans and approve the same, reject the same, or request modifications or additional information. Any rejection or disapproval will include a clear and concise description of the needed modifications in order for the plans to be approved.
- 3.7 **City's Access to Information.** Developers will submit to City all non-confidential designs, plans, specifications, reports, data and other materials (both electronic and hard copy) produced by Developers and their agents and contractors under this Agreement.

- 3.8 **Final Project Plans.** Following approval of the Preliminary Project Plans and prior to commencement of construction, the parties will each acknowledge in writing the final, approved plans for the Project Improvements (the “**Final Project Plans**” also “**Project Improvements**”).
- 3.9 **Expeditious Review and Approval by City:** City will use reasonable efforts to expedite all inspections, reviews and/or approvals required of City under this Section of the Agreement.

SECTION 4 PROJECT MANAGER and DEVELOPERS’ AGENT

- 4.1 **Developers’ Project Manager.** If Select itself does not act as the general manager for the Project, Developers will designate a project manager of their own choosing, subject to City’s approval, to act as the general manager for the Project (“**Project Manager**”). Developers will ensure the Project Manager carries out the Developers’ obligations for the Project required by this Agreement. If a Project Manager is retained, then Project Manager will serve as the point of contact between City and Developers during the Project.
- 4.2 **Developers’ Agent.** City acknowledges and agrees that: (a) Select will act as the agent of Developers; and (b) Select, acting alone, is entitled to provide any notices to (and except as otherwise provided in Section 11.1, receive notices from) the City and grant any approvals and consents required or permitted of Developers under this Agreement. Notwithstanding the immediately preceding sentence: (c) no amendment or restatement of this Agreement (or waiver or release of any provision of this Agreement) is effective without the amendment, restatement, waiver, or release being in writing and executed by City and both Developers; and (d) no termination of this Agreement by Developers is effective without being executed by both Developers.

SECTION 5 Government Approvals and Compliance with Government Regulations

- 5.1 **Governmental Approvals:** The Parties mutually recognizing that governmental approvals for the Project are beyond either Parties’ control. Developers will endeavor to obtain the governmental approvals required for the Project (the “**Approvals**”), and the City will cooperate and assist Developers in obtaining the Approvals in a timely manner.
- 5.2 **Regulations.** All work on the Project will be performed in accordance with applicable laws and regulations.
- 5.3 **Environmental Matters.** Developers will comply with applicable environmental laws.
- 5.4 **Excused Developer Performance:** To the extent there is a necessity for investigation or remediation of pre-existing environmental conditions in, on, or under or about any property or rights-of-way which prevents Developers from construction of the Project

Improvements, Developers will be excused from performance under this Agreement until the investigation, remediation or both is completed.

SECTION 6 PROJECT CONSTRUCTION CONTRACT AND AGREEMENT ON ELIGIBLE REIMBURSEMENT COSTS

- 6.1 Commencement of Project Improvements Construction:** The Project Improvements construction shall not commence until:
- 6.1.1 The Final Project Plans have been completed and approved;
 - 6.1.2 Required governmental approvals have been obtained as stated in SECTION 5;
 - 6.1.3 City and Developers have entered into a Reimbursable Costs Agreement; and
 - 6.1.4 City has issued a notice to proceed to Developers, and Developer accepted the notice to proceed by written notice thereof to City.
- 6.2 Soliciting Bids.** Although not subject to public bidding requirements, Developers will select the contractor(s) (with each contractor being a “**Contractor**” for purposes of this Agreement) for construction of the Project Improvements through a fair and competitive bidding process. Developers will solicit at least three (3) bids from contractors deemed to be qualified by Developers. All bids will be opened publicly in the presence of a representative of City. Developers’ affiliated entities may bid to perform construction work or to supply materials or equipment only if: (a) they are otherwise qualified to do so (and they customarily perform or supply the construction work, materials or equipment); and (b) their bid is the lowest responsive bid for the applicable construction work, materials or equipment.
- 6.3 City Review of Bids.** City will review and approve each bid prior to Developers awarding the contract(s) to the selected contractor(s). During this review and approval process by the City, the Developers shall, in accordance with the City’s Sewer Reimbursement Policy, shall submit to the City the Developers’ Eligible Reimbursement Costs request for those expenses that are “**Eligible Reimbursement Costs**” in accordance with the City’s Sewer Reimbursement Policy.
- 6.4 Documentation/Audit:** In respect to Developers claimed Eligible Reimbursement Costs, the City will be entitled to rely on the accuracy and completeness of information furnished by Developers (including invoices); provided, however, City reserves the right from time to time during the term of this Agreement, but not more frequently than one time per quarter, to cause representatives of City to examine, review, or audit the books and records of Developers to verify Developers’ information submitted to City, and Developers agree to reasonably cooperate if the right is exercised within fourteen (14) days after the date information was submitted by Developers. Consequently, Developers must keep full and

detailed accounts and implement the controls reasonably necessary for proper financial management of the Project. Further, upon each request for payment of Developer Eligible Reimbursement Costs, Developers will certify, to Developer's knowledge, the accuracy and completeness of supporting documentation associated with the request and any failure by Developers to provide accurate and complete information to City will relieve any obligation of City to certify the respective costs until the information is accurate and complete. City will exercise reasonableness in any audit, and City will not object to any Eligible Reimbursement Costs unless the City provides the Developers with the specific grounds for City's objection to any claimed Eligible Reimbursement Costs.

6.5 Agreement on Eligible Reimbursement Costs: Prior to and as a condition of the City's approval of the bid award by the Developers, the City and the Developers must reach agreement on the Developers' "**Eligible Reimbursement Costs**" for the Project Improvements (the "**Reimbursement Costs Agreement**"). The Reimbursement Costs Agreement will be subject thereafter to reasonable adjustments based upon agreed "**Eligible Reimbursement Costs**" savings and additional change orders to the Construction Contract that are approved by the Parties. The Reimbursement Costs Agreement will include a fee to Developers' equal to two percent (2%) of the Eligible Reimbursement Costs to cover the Developer's overhead and management. The "**Reimbursement Costs Agreement**" shall be in writing and signed by the City's Agent and the Developers' Agent as an amendment to and the completion of **Exhibit F**. Nothing in this Agreement obligates Developers to incur any expense related to the Project Improvements that is not an Eligible Reimbursement Cost.

6.5.1 Developer Election: In the event the bids received are too high and/or a "**Reimbursement Costs Agreement**" cannot be agreed upon, the Developers may elect to terminate this Agreement and will be excused from any further performance under this Agreement or may elect to rebid the Project in which case the bid process will be repeated as provided in this Agreement.

6.6 Construction Contract Requirements. The contract for the Project Improvements between Developers and Contractor (the "**Construction Contract**") will include, at a minimum, the following provisions:

6.6.1 Payment Bonds. Contractor must provide payment and performance bonds required by the Public Contracts Bond Act (Idaho Code Title 54, Chapter 19, the "**Bond Act**"), naming City as an additional beneficiary;

6.6.2 Public Works Licensing. Contractor and all subcontractors must be licensed public works contractors as required by the Bond Act;

6.6.3 Substantial Completion. A requirement that Substantial Completion of the Project Improvements occurs no later than the date specified in the Final Project Plans unless an extension is either approved in writing by Developers and City or necessitated by, and equal in length to the delay caused by: strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental

authorities to grant necessary permits and approvals for the construction of the Project Improvements (Contractor agreeing to use reasonable diligence to procure the same), causes other than financial beyond Contractor's reasonable control, or delays caused by City;

- 6.6.4 **Insurance.** Contractor must maintain liability insurance insuring against bodily injury or death with limits of not less than Two Million Dollars (\$2,000,000) per person per occurrence, and property damage with a limit of not less than One Million Dollars (\$1,000,000) per occurrence, naming Developers and City as additional insureds. Contractor must also provide to Ada County Highway District the insurance required of Contractor in Section 11.1 of the Interagency Agreement for Variance to Locate a Municipal Pressure Sewer Pipeline within the Public Rights-of-Way of Ten Mile Road (the "Interagency Agreement");
- 6.6.5 **Indemnification.** Contractor must indemnify Developers and City from any claims by third persons arising out of the performance of the Construction Contract except to the extent the claim arises from the willful or negligent act or omission of Developers, City or their agents, contractors or employees;
- 6.6.6 **Permitting.** Prior to commencement of construction, Contractor must: (a) obtain the Environmental Protection Agency (the "EPA") Construction General Permit (the "CGP"); (b) file a Notice of Intent (the "NOI"); and (c) develop and implement an approved Storm Water Pollution Prevention Plan. Contractor must not file a Notice of Termination (an "NOT") with the EPA until authorized in writing by City. City will: (a) authorize Contractor to file the NOT when the area subject to the CGP has achieved final stabilization as defined in the CGP; and (b) provide applicable assistance as necessary with the CGP application; however, City does not assume any additional liability for stormwater violations on property outside of its respective jurisdiction; and
- 6.6.7 **Contractor Warranty.** Contractor will provide Developers with a three (3) year correction on the work and materials of the Project Improvements, with the warranty assignable to City.
- 6.6.8 **Conditions Precedent to Notice to Proceed.** Before Developers issue any notice to proceed to Contractor under the Construction Contract, the following conditions must have been satisfied:
- 6.6.9 **Review of Contract.** City must have reasonably approved the Construction Contract for material compliance with this Agreement.
- 6.6.10 **Evidence of Available Funds:** Developers will provide City with reasonable evidence that Developers have funds available to fulfill Developers' payment obligations under the Construction Contract in an amount equal to one hundred ten percent (110%) of the aggregate price Developers are obligated to pay Contractor under the Construction Contract (the "Contract Price").

6.6.11 **Liquid Performance Security:** Developers will provide City with security for Developers' performance of their obligations under this Agreement (the "**Liquid Performance Security**") in the form of: (a) cash deposited with City; (b) cash or marketable securities in a controlled account in favor of City; (c) an irrevocable and unconditional standby letter of credit in favor of City (issued by an institution acceptable to City), or (d) other financial sureties reasonably acceptable to the City Engineer and City Attorney. The amount of the Liquid Performance Security will be ten percent (10%) of the Contract Price. City will release the Liquid Performance Security promptly after City executes the "**Certificate of Completion**" (defined in Section 7.7.4) and Developers provide reasonable evidence that Developers have paid the Contract Price to Contractor. If the Project Improvements are completed in phases, City will release the portion of the Liquid Performance Security applicable to the respective completed phase upon the request of Developers.

SECTION 7 CONSTRUCTION AND COMPLETION OF THE PROJECT

- 7.1 **Permits and Fees.** Prior to commencement of construction of the Project, Developers will require Contractor to have: (a) obtained all applicable permits to work in the right-of-way; and (b) paid all applicable fees for the permits or licenses required for the Project, which must be acquired as needed prior to commencement of construction.
- 7.2 **Danskin Lift Station Pump.** City has caused the acquisition of and will install new Pump at the Danskin Lift Station.
- 7.3 **Danskin Lift Station Connections:** The Developers (a) will complete the connection of the constructed Project Improvements to the Danskin Lift Station and the North Treatment Plant; (b) will pay all costs and expenses associated with the connections; and (c) complete installation of the connections before or concurrently with "**Substantial Completion**" (defined in Section 7.7.1) of the Project Improvements. City will also ensure that the connections are: (1) compatible with the Project Improvements; and (2) of sufficient capacity and design to take full advantage of the Project Improvements and to provide the necessary services to the Benefited Area as determined by the City in Section 3.1.
- 7.4 **Manner of Construction.** Developers will provide for construction of the Project Improvements in compliance with the Construction Contract and will require Contractor to prosecute diligently and continuously the construction to completion.
- 7.5 **Change Orders to Contract.** Developers will obtain the written approval of City before approving any change order to the Construction Contract. City agrees that it will not unreasonably withhold or delay its review of any change order request, and City agrees to reasonably cooperate and use reasonable efforts to expedite its review and approval of each requested change order, and a failure by City to respond to a review request for a change order within fifteen (15) business days from the date Developer presents a written change order request to the City will be deemed to constitute City's approval of the request. Change orders that are neither presented in writing nor approved in writing are not approved. If an

approved change order changes the Reimbursement Costs Agreement, City and Developers will promptly execute an amendment to the Reimbursement Costs Agreement to reflect the change order.

- 7.6 **Inspections.** Inspecting and testing will be accomplished as required by, and in accordance with, the customary standards of City and will be timely performed by the resident engineer or other personnel designated pursuant to Section 3.5. City may agree to coordinate and/or delegate inspection obligations as City deems appropriate. Inspections will include the opportunity to review and approve all materials certifications prior to Developers' acceptance and payment for incorporated materials.
- 7.7 **Notice of Substantial Completion, Reimbursement Costs Agreement and Certificate of Completion.**
- 7.7.1 For purposes of this Agreement, the construction of the Project Improvements will be considered "**Substantially Complete**" (or to have achieved "**Substantial Completion**") when it can be safely used for its intended purpose despite the fact that some item or items remain uncompleted.
- 7.7.2 Upon Substantial Completion of the Project Improvements, Developers will furnish to City a written certification that the Project Improvements are Substantially Complete in accordance with the Final Project Plans.
- 7.7.3 City will acknowledge in writing its acceptance of Substantial Completion and issue a notice in recordable form stating that the Project Improvements are Substantially Complete (the "**Notice of Substantial Completion**") within fifteen (15) days after the later of: (a) delivery of the certification of Substantial Completion to City; and (b) remediation of any non-conforming matters.
- 7.7.4 Within fifteen (15) days after Developers' delivery to City of the certification of Substantial Completion, City will deliver to Developers a punch list of items left to be completed or corrected that does not affect Substantial Completion but are needed to achieve final completion. Developers and Contractor will diligently complete the work remaining on the punch list and complete all items within forty-five (45) days. Upon completion of all punch list items, City will issue a certification in recordable form stating that the Project Improvements are finally complete (the "**Certificate of Completion**").
- 7.7.5 Within forty-five (45) days after the issuance of the Notice of Substantial Completion, Developers will deliver to City drawings for the Project Improvements, as-built, in both a reproducible printed format on mylar and in electronic files.
- 7.8 **No Liens:** City will not accept the completed Project Improvements until the Project Improvements are no longer encumbered by a security interest or lien, other than

Developer's right to payment of under the Reimbursement Costs Agreement and this Agreement.

- 7.9 **Warranty.** Upon issuance of the Notice of Substantial Completion, Developers will complete all paperwork necessary to assign Contractor's warranty of the work and materials to City.
- 7.10 **Representations and Warranties.** Developers represent and warrant that upon completion of the Project Improvements, the Project Improvements will be free and clear of all liens and encumbrances created or allowed by Developers or their contractors or agents, except for the encumbrances previously approved in writing by City, and other than Developer's right to payment of under the Reimbursement Costs Agreement and this Agreement.
- 7.11 **City Project Acceptance and Maintenance.** City will then accept, own and maintain the completed Project Improvements as a part of its City Sewer System in accordance with applicable law. The Developers shall have no interest in or to the Project Improvements and the same shall become the property of the City when it has accepted the Project Improvements as a part of the City's Sewer System, other than Developer's right to payment of under the Reimbursement Costs Agreement and this Agreement.

SECTION 8 DEVELOPERS' PROJECT COSTS PAYMENTS

- 8.1 **Developers' Project Costs.** The Developers' Project Improvement costs include any costs directly associated with the Project Improvements or their construction or installation, including any costs incurred prior to the date of this Agreement.
- 8.2 **Payment of Project Costs:** Developers will pay all the Developers' Project Improvement costs.

SECTION 9 PROCESS FOR THE REIMBURSEMENT TO THE DEVELOPERS OF ELIGIBLE PROJECT COSTS

- 9.1 **City Modification of ICF:** Following the Certificate of Completion, the City shall increase the City's Interceptor Capacity Fee ("**ICF**") to include an amount to cover the costs of the "**Reimbursement Costs Agreement**" as and for the capital costs of providing oversized mains, and interceptor and trunk lines to convey the wastewater flow generated by each unit that connects to the City's Sewer System in the Benefitted Area (the Danskin ICF Increase). The Danskin ICF Increase shall be based upon the agreed total amount of "**Reimbursement Costs Agreement**". Capacity shall be reserved to benefit Developer's Real Property according to the following: 141 equivalent dwelling units shall be reserved to Select and 564 equivalent dwelling units shall be reserved to Westpark. The foregoing shall be confirmed in the Reimbursement Costs Agreement. The reserved capacity shall be unique to Developer's Real Property as that term is defined by this Agreement, and cannot be

applied, transferred, or utilized to benefit other real property which Developer may own or later acquire within the City. Further, Developer's right to the reserved capacity, and the City's obligation to reserve the capacity, shall expire ten (10) years after the Reimbursement Costs Agreement is executed.

9.1.1 The City will evaluate the City's ICF periodically and adjust the fee as necessary to fund current and projected sewer facilities reimbursement costs.

9.2 **Reimbursement Costs Payment Amortization:** The Reimbursement Costs Agreement payments to the Developers shall be amortized over a ten (10) year period at four percent (4%) simple interest.

9.2.1 Reimbursement Costs Agreement payments will be paid annually in August for not more than ten (10) years and the City will not make or be liable for any such payments thereafter.

10.3.2 The City reserves the right to accelerate City Reimbursement Costs Agreement payments.

9.3 **City Budget Process:** City Reimbursement Costs Agreement payments to the Developers, its assignee or successor, is subject to approval by the City Council of the City's annual City Budget appropriations approval process.

9.4 **Developers' Payment Address:** Reimbursement Costs Agreement payments to Developers shall be sent to the following address:

or as otherwise directed by owner. Its assigns or successor

9.5 **City Cooperation.** City will promptly provide any documentation or information requested by Developers in connection with reimbursement.

SECTION 10 DEFAULT PROCESS AND REMEDIES

10.1 **Default.** No party will be deemed to be in default under this Agreement until: (a) the non-defaulting party has provided the defaulting party with written notice of the default, which notice must specify the particulars of the defaulting party's failure to perform its obligations under this Agreement ("**Notice of Default**"); and (b) the defaulting party fails to correct the identified failures within thirty (30) days after receipt of the Notice of Default, except if the cure is not one that is capable of being completed within the thirty (30) day period but is commenced within the thirty (30) day period and is being diligently prosecuted, then there will be no default.

10.2 **Developers' Default.** Notwithstanding Section 10.1, if Developers default with regard to commencement or completion of the Project Improvements beyond the expiration of the

cure period provided in Section 10.1, the Developers will not be deemed in default under this Agreement until: (a) City will have given Developers a second Notice of Default (the “**Second Notice**”), which Second Notice must state, in bold and conspicuous type, that it is a Second Notice; and (b) Developers will have failed to cure the default within thirty (30) days after receipt of the Second Notice (a “**Second Notice Default**”), except if the cure is not one that is capable of being completed within the thirty (30) day period but is commenced within the thirty (30) day period and is being diligently prosecuted, then there will be no Second Notice Default. Upon a Second Notice Default, City, at its election, will be entitled to: (1) enforce the Liquid Performance Security; and (2) exercise any other remedies to which it is entitled under the Approvals. Otherwise, City will be entitled only to non-monetary remedies, such as specific performance, declaratory relief, and injunctive relief, plus City’s attorneys’ fees and litigation costs related to any enforcement action if City is the prevailing party therein.

- 10.3 **City Default.** If City defaults in the performance of its obligations under the terms and provisions of this Agreement in the time and manner required herein (other than City’s obligation to pay money as provided herein), then Developers will be entitled only to non-monetary remedies, such as specific performance, declaratory relief, and injunctive relief, plus Developers’ attorneys’ fees and litigation costs related to any enforcement action, if Developers are the prevailing parties therein.

SECTION 11 OTHER PROVISIONS

- 11.1 **Notices.** All notices, requests, consents, approvals, and payments in connection with this Agreement, or communications that any party desires or is required or permitted to give or make to the other party under this Agreement will only be deemed to have been given, made and delivered, when made or given in writing and personally served, or deposited in the United States mail, certified or registered mail, postage prepaid, or sent by reputable overnight courier (e.g., FedEx) and addressed to the parties above stated. Notice will be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered or rejected. Except for notices of default (including any Second Notice), City may deliver all notices (and other documents and other deliverables under this Agreement) to Developers solely to Agent acting as agent for the Developers.
- 11.2 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, will excuse the performance by the party for a period equal to any prevention, delay or stoppage.
- 11.3 **Choice of Law.** This Agreement will be governed by, and construed in accordance with, the laws of the state of Idaho.
- 11.4 **Jurisdiction.** The state courts of the state of Idaho will have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the parties may now have

or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The parties submit to the *in personam* jurisdiction of the state of Idaho, to venue in the state courts within the state of Idaho in Ada County, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.

- 11.5 **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.
- 11.6 **Entire Agreement.** This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party will be liable or bound to any other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein.
- 11.7 **Acknowledgments and Modifications.** No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, will be effective unless in writing and signed by each party hereto. In the event that all or any part of this Agreement is judicially found or declared to be unenforceable or contrary to applicable law, the parties agree to modify the terms hereof to the slightest extent possible to cause the Agreement to be enforceable and consistent with applicable law.
- 11.8 **Headings.** The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 11.9 **Successors and Assigns; Survival.** This Agreement may only be assigned by the Developers upon written consent of City. All provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns and will survive any transfer or assignment by a party or their heirs, successors or assigns. This Agreement will remain effective notwithstanding the expiration, cancellation, termination or completion of this Agreement as may be necessary for any party to enforce the terms and provisions of this Agreement.
- 11.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- 11.11 **No Third-Party Beneficiary Rights.** This Agreement is not intended to create, nor will this Agreement in any way be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto.
- 11.12 **Recordation.** This Agreement may be recorded in the Ada County Recorder's Office immediately upon the adoption and execution of the Agreement by all parties.
- 11.13 **Time is of the essence.** Time is of the essence for this Agreement.

11.14 Consents and Approvals. City acknowledges and agrees that whenever City is entitled to exercise discretion in the granting of consents and approvals under this Agreement, City will not unreasonably withhold, condition, or delay the granting of the consents and approvals.

[end of text; signature page follows]

SIGNATURE PAGE

DATED effective as of the Effective Date.

City: CITY OF KUNA,
an Idaho municipal corporation

By:

Joe Stear, Mayor

ATTEST:

By: _____
Chris Engels, City Clerk

Agent: SELECT DEVELOPMENT AND
CONTRACTING LLC,
an Idaho limited liability company

By:

Randy Fullmer, Manager

Co-Developer: THE WESTPARK COMPANY, INC.
an Idaho corporation

By:

Gregory Johnson, President

W:\Work\K\Kuna, City of 25721\Agreements\Sewer System Extension Agreement\2021.9.15
Redline - 15540678_13_DRA Ten Mile Force Main Improvements.docx

EXHIBIT A THE PROJECT IMPROVEMENTS

The design and construction of a new 18-inch diameter force main (not including the pump) from Danskin Lift Station and the connection the new 18 inch diameter force main to the North Treatment Plant as further identified in the broader project description herein.

EXHIBIT C MAP OF DANSKIN DRAINAGE BASIN

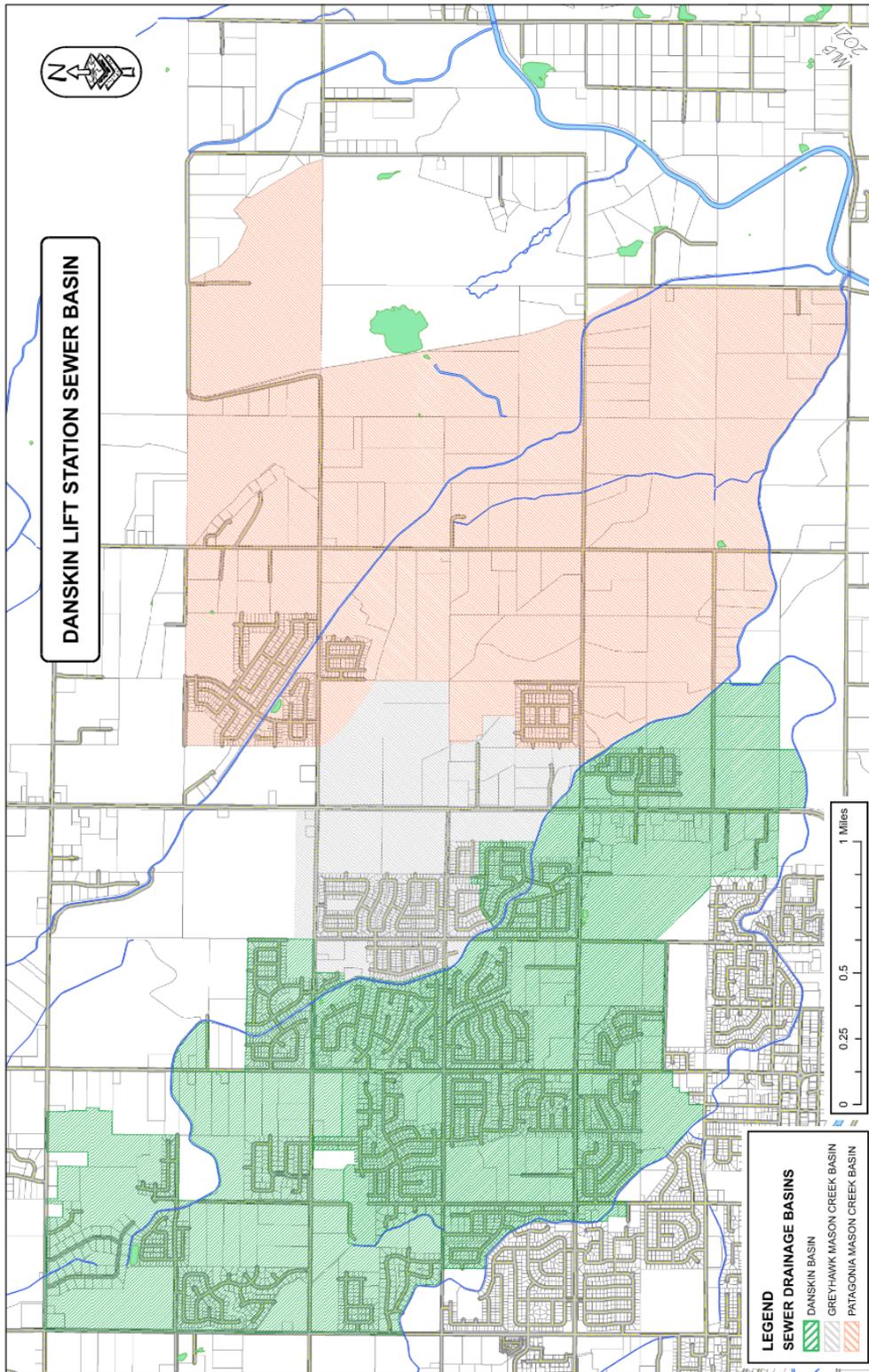


EXHIBIT D DEVELOPERS' REAL PROPERTY

EXHIBIT E CITY SEWER REIMBURSEMENT POLICY

RESOLUTION NO. R85-2019 CITY OF KUNA, IDAHO

CITY SEWER REIMBURSEMENT POLICY

1. PURPOSE

- 1.1. A resolution of the City of Kuna (City) setting forth a reimbursement policy that repeals and replaces Resolution No. R79-2017 and provides a cost sharing mechanism between a Sponsoring Developer and the City of Kuna. Reimbursements are limited to the direct material cost of installing sewer master plan trunk line pipe and sewer lift stations with nominal capacities greater than required by the Sponsoring Developer's project.

2. DEFINITIONS

- 2.1. Sponsoring Developer: a company or individual responsible for the development.
- 2.2. City: a municipal organization named City of Kuna, located in Kuna, Idaho.
- 2.3. To and Through: utilities shall be extended to the furthest part of the development and terminated to accommodate extension by subsequent developments.
- 2.4. Equivalent Dwelling Unit (EDU): the average sewer demand from an average residence. Listed as 207 GPD in the 2017 Sewer Master Plan.
- 2.5. Average Day Demand (ADD): the average sewer use or projected use of the Sponsoring Developer's project.
- 2.6. Peak Day Demand (PDD): Peak Day Demand is the Average Day Demand multiplied by a peaking factor determined by the City Engineer. Current sewer peaking factor is 2.82, 2017 City of Kuna, Idaho Sewer Master Plan.
- 2.7. Nominal (pipe) Diameter Needed: the minimum standard pipe diameter with sufficient transmission capacity to carry the Sponsoring Developer's Peak Day Demand. Nominal Diameter must be equal to or greater than 8 inches in diameter.
 - 2.7.1. The Nominal Pipeline Diameter shall be determined by an Idaho registered Professional Engineer utilizing a sewer modeling program compatible with the City of Kuna's sewer model.
 - 2.7.2. Nominal capacity- sewer lift station: the capacity of a sewer lift station shall be determined by an Idaho registered Professional Engineer and shall include all capacities required to satisfactorily remove sewage from the Sponsoring Developer's project, through a force main and to the City of Kuna's wastewater treatment plant.
- 2.8. Sewer lift station: a sewage pumping station that adds pressure head to overcome elevation differences.
- 2.9. Master Plan Trunk Line: a sewer main, 12 inches or larger diameter, identified in the Master Plan to be part of the major distribution grid.
- 2.10. Force Main Line: also referred to as force main; a sewer main constructed of pressure class pipe that shall convey sewage from a lift station to the City's sewer collection grid.

- 2.11. Sewer Interceptor Fee (SIF): the fee collected when a connection is made to the City of Kuna sewer system.
- 2.12. Property: property of the Sponsoring Developer that shall include the present project phase and future phases of the project identified in the comprehensive project preliminary plat.
- 2.13. Direct Construction Costs: the cost to construct sewer main line distribution system pipe, force main line pipe and the cost to construct a sewer lift station. Limited to materials and labor only.

3. ELIGIBILITY REQUIREMENTS

- 3.1. Reimbursement requests must comply with this resolution.
- 3.2. Reimbursement requests must be submitted to the City at or before the preconstruction meeting.
 - 3.2.1. Reimbursement requests submitted after construction commences may be delayed or denied.
- 3.3. The reimbursement request shall:
 - 3.3.1. Provide at least three (3) verifiable quotes/bids.
 - 3.3.2. Unit costs
 - 3.3.3. Quantities
 - 3.3.4. Provide a comprehensive breakdown of the items included in lump sum items with unit prices
- 3.4. The nominal diameters and capacities must be established with an engineered model compatible with the City's sewer model. Engineering work shall be completed by a competent Idaho registered Professional Engineer with verifiable sewer modeling experience.

4. ELIGIBLE REIMBURSEMENT COSTS

- 4.1. Material (pipe) of greater capacity than required by the development's Peak Day Demand.
- 4.2. Sewer lift stations with more capacity than required by the development's Peak Day Demand.
- 4.3. Pipe reimbursement shall be the direct cost of the pipe provided minus the direct cost of the development's nominal pipe size.
- 4.4. Lift station capacity shall be evaluated by an Idaho registered Professional Engineer. The capacity shall be listed in Equivalent Dwelling Units (EDU). The reimbursement amount shall be the total number of EDUs available minus the development's required number of EDUs (but not less than zero). The City shall pay the direct construction costs of the surplus EDUs to the Sponsoring Developer.
- 4.5. Capacity evaluation calculations shall be provided to the City for verification.
- 4.6. Rock removal at depths exceeding ten (10) feet.
 - 4.6.1. Ten (10) foot depth must be required by the City.
 - 4.6.2. Rock removal must be pre-approved during the project approval process.

4.6.3. A disinterested third party must be on site to evaluate rock excavation and verify quantities.

5. INELIGIBLE COSTS

- 5.1. Engineering
- 5.2. Project management
- 5.3. Rock excavation minus the exception explained in Section 4.6
- 5.4. Connections to existing system
- 5.5. Temporary sewer lift stations, force mains and other temporary apparatus
- 5.6. Mechanical testing
- 5.7. Startup Costs

6. REIMBURSEMENT

- 6.1. Reimbursements for sewer components shall be the cost difference between the nominal pipe diameter and/or the nominal lift station capacity, and the diameters and capacities provided.
- 6.2. Payments shall be amortized over ten years with 4% simple interest.
- 6.3. Payments shall be made at the full annual payment amount each year, unless sufficient funds are not accrued as described in Sections 7 and 8 of this resolution.
- 6.4. If sufficient funds are not available, the available funds shall be distributed proportionally to all reimbursement recipients until available funds are exhausted.
- 6.5. No payments shall be made beyond the ten (10) year reimbursement time frame.
- 6.6. The City reserves the right to accelerate reimbursement payments.

7. FINANCING SEWER FACILITIES

- 7.1. The City generates revenue for financing sewer facilities by assessing each EDU a Sewer Interceptor Fee (SIF) at time of connection or upon issuance of a building permit. The City will evaluate the SIF amount annually and adjust the fee as necessary to fund current and projected sewer facilities reimbursement costs.
- 7.2. The City retains 10% of SIF to fund administration and developer support.

8. REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

- 8.1. Reimbursements shall be paid through a reimbursement agreement (RA).
 - 8.1.1. The RA shall be between the City of Kuna and the Sponsoring Developer.
 - 8.1.2. RA shall be completed within 180 days of project completion and acceptance of the development by the City of Kuna City Council.
 - 8.1.3. The RA shall be evaluated by the Public Works Director, City Engineer and/or qualified designee and presented to the Kuna City Council for approval.
 - 8.1.4. Decisions regarding reimbursement eligibility and the associated amount of reimbursement by the Public Works Director and/or City Engineer shall be final.
- 8.2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not

- required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable.
- 8.3. No reimbursement agreement shall reimburse a Sponsoring Developer for construction costs that exceed the eligible reimbursement amounts.
 - 8.4. The City retains 10% of SIF (as defined in paragraph 2.11.) to fund administration and developer support.
 - 8.5. The Reimbursement Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has been fully reimbursed for the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial ten (10) year term.
 - 8.6. Reimbursements will be distributed for ten (10) annual payments after final acceptance of the project.
 - 8.7. Depending on the SIF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. If a funding shortfall occurs, available funds shall be distributed proportionally. Reimbursement amounts to each Sponsoring Developer shall not exceed the total eligible reimbursement amount.
 - 8.8. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

Adopted by the City of Kuna this 6th day of November, 2019.



 Joe L. Stear, Mayor

ATTEST:



 Chris Engels, City Clerk



EXHIBIT F REIMBURSEMENT COSTS AGREEMENT FORM [TO BE COMPLETED AND SUBSEQUENTLY APPENDED AS PROVIDE IN SECTION 6.5]

City of Kuna / Select Development and Contracting LLC / The West park Company, Inc.

PRECONSTRUCTION SEWER EXTENSION AGREEMENT

REIMBURSEMENT COSTS AGREEMENT

Select Development and Contracting LLC and West park Company, Inc. (“Developers”) and the City of Kuna, pursuant to Section 6.5 of the Preconstruction Sewer Extension Agreement, agree that the Developers’ Eligible Reimbursement Costs are \$ _____. This amount is subject to adjustments as provided in the Preconstruction Sewer Extension Agreement, based upon agreed Eligible Reimbursement Costs savings and additional costs that are approved by the Parties.

Dated: _____

City: City of Kuna
an Idaho municipal corporation

By: _____

City Agent

Dated: _____

Developers: Select Development and Contracting LLC
The Westpark Company, Inc.

By: _____

Developer Agent

**City of Kuna / Select Development and Contracting LLC / The Westpark Company,
Inc.**

PRECONSTRUCTION SEWER EXTENSION AGREEMENT

[Kuna City Code § § 7-6-12]

Parties to the Agreement:

City of Kuna	“City”	Attn: Public Works Director 751 W. 4 th Street Kuna, ID 83634
Select Development and Contracting LLC	“Select”	Attn: Randy L. Fullmer P.O. Box 1030 Meridian, Idaho 83642
The Westpark Company, Inc.	“Westpark”	Attn: Greg Johnson 1861 S Wells Ave Suite 210, Meridian, Idaho 83642

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PRECONSTRUCTION SEWER EXTENSION AGREEMENT

City of Kuna / Select Development and Contracting LLC/ West park Company, Inc.

THIS PRECONSTRUCTION SEWER EXTENSION AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, (“**City**”) and SELECT DEVELOPMENT AND CONTRACTING LLC, an Idaho limited liability company (“**Select**”) and THE WESTPARK COMPANY, INC. an Idaho general business corporation (“**Westpark**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals and Definitions, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, Select, and Westpark represent, covenant and agree as follows:

SECTION 1 DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

- 1.1 **Act:** Means and refers to the Idaho Revenue Bond Act as codified in I.C. §§ 50-1027 - 50-1042.
- 1.2 **Ada County:** Means and refers to Ada County, Idaho.
- 1.3 **Agreement:** Means and refers to this “**Preconstruction Sewer Extension Agreement.**”
- 1.4 **City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.5 **City Council:** Means and refers to the City Council of the City.
- 1.6 **City Sewer Reimbursement Policy:** Means and refers to the City Sewer Reimbursement Policy as currently established by City Council Resolution No. R85-2019 a copy of which is attached hereto marked **Exhibit C** and by this reference incorporated herein this definition.
- 1.7 **Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.

- 1.8 **Danskin Drainage Basin:** Means and refers to that certain drainage basin which is contributing sewage to the Danskin Lift Station.
- 1.9 **Danskin Lift Station:** Means and refers to the City's Sewer System Lift Station located at Ten Mile Road Kuna, Idaho.
- 1.10 **Developers:** Means and refers to Select and Westpark.
- 1.11 **Developers' Real Property:** Means and refers to that certain real property which is legally described in **Exhibit B** which is attached hereto and by this reference incorporated herein this definition.
- 1.12 **Effective Date:** Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Rezone Ordinance of the Developers' Real Property takes effect.
- 1.13 **Eligible Reimbursement Costs:** Means and refers to those costs incurred by the Developers for the Project Improvements.
- 1.14 **I.C. §:** Means and refers to and is the citation to a section of the Idaho Code.
- 1.15 **Impact Area:** Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Local Land Use Planning Act.
- 1.16 **KCC §:** Means and refers and is the citation to a section of the Kuna City Code which is the code of ordinances of the City.
- 1.17 **North Treatment Plant:** Means and refers to the City's wastewater treatment plant located at 6950 S Ten Mile Rd, Meridian, ID 83642.
- 1.18 **Party or Parties:** Means and refers to the City and/or the Select and/or Westpark, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.
- 1.19 **Select:** Means and refers to Select Development and Contracting LLC, an Idaho limited liability company, party to this Agreement.
- 1.20 **Sewer System:** Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage.

- 1.21 **Westpark:** Means and refers to The Westpark Company, Inc. an Idaho general business corporation and Party to this Agreement.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 **Municipal Corporation.** City is a municipal corporation established in accordance with Article XII of the Constitution of the state of Idaho and Title 50 Idaho Code; and
- 2.2 **City Sewer System Authority.** The City is authorized, under the Act, to acquire, construct, reconstruct, improve, better or extend its Sewage System and it is required to manage its Sewer System in the most efficient manner consistent with sound economy and public advantage, and that the services provided by the City's Sewer System are furnished at the lowest possible cost for the use and benefit of those served by the City's Sewage System and not as a source of revenue to the City and for the promotion of the welfare and for the improvement of the health, safety, comfort and convenience of the inhabitants of the City; and
- 2.3 **City Sewer Rates and Fees:** The City is specifically authorized, pursuant to I.C. § 50-1030 (f), to prescribe and collect rates, fees, tolls or charges, for the services, facilities and commodities furnished by its Sewer System, and is authorized to provide methods of collections and penalties, including denial of service for nonpayment of such rates, fees, tolls or charges; and
- 2.4 **City Sewer Ordinances:** The City has established a City Sewer System throughout the City which is governed under KCC Chapters 6 and 7 of Title 7; and
- 2.5 **Comprehensive Plan.** The City has the power and duty under I.C. § 67-6508 to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the I.C. § 67-6508 and has established a Comprehensive Plan; and
- 2.6 **Impact Area:** The City and Ada County are required by I.C. § 67-6526 and have each adopted an ordinance identifying the area of the City's impact within the unincorporated area of Ada County and by separate ordinance are to provide for the application of plans and ordinances for the area of the City's impact which must be established before the City can annex adjacent territory; and
- 2.7 **City Annexation Authority:** The City has authority, pursuant to I.C. § 50-222 (1) to annex lands which are reasonably necessary to assure the City's orderly development in order to allow efficient and economically viable provision of its fee-supported municipal services, in a process of enabling an orderly development of private lands which will benefit from the cost-effective availability of municipal services in the City's

urbanizing area in a manner that equitably allocates the costs of City's public services in the management of development on the urban fringe of the City; and

- 2.8 **City Growth:** The City is experiencing considerable growth and development both within its boundaries and within its urban fringe which is defined by its Impact Area; and
- 2.9 **Need to Enlarge and Extend the City Sewer System:** The City has experience and reasonably anticipates; it will continue to experience growth which will involve the development of undeveloped land within the City and undeveloped land within its Impact Area which growth and development has imposed and will continue to impose a need and demand for the enlargement and extension of the City's Sewer System in order to serve that anticipated new growth and development; and
- 2.10 **City Sewer Fees:** The City is authorized by the Act to impose and collect fees to connect to and receive services of its Sewer System. The City is required to allocate and budget those collected fees in accordance with the Act limited to the payment of maintenance, depreciation and replacement of the City's Sewer System. The City is required, by I.C. § 50-1033, to keep these collected fees in its Sewer Fund in a separate and segregated account which cannot be used for the City's general fund purposes or for the future expansion of its Sewer System; and
- 2.11 **State Constitutional Restrictions:** The City is also prohibited by Idaho Const. Art. VIII § 3 (the "Constitutional Prohibition") from incurring any indebtedness or liability exceeding the income or revenue of that year unless the indebtedness or liability is approved by two-thirds of the qualified electors; and
- 2.12 **City Sewer Fund:** The City has established and maintains a sewer fund into which it deposits and accounts for sewer connection and services fees it has established (the "City Sewer Fund"); and
- 2.13 **City Conditions of Sewer Extension:** The City has established conditions [KCC § 10-2-5-7 and 10-2-5-8] by which its sewer system may be extended in order to benefit the development of undeveloped land which requires the benefited land owners and developers to finance and pay for those costs and provides for the reimbursement of benefited land owners and developers Eligible Reimbursement Costs pursuant to and in accordance with the City Sewer Reimbursement Policy; and
- 2.14 **Developer Business:** Select and Westpark are in the business of developing single-family residential communities in the City; and
- 2.15 **Developer Real Property:** The Developers' Real Property is located within the Danskin Drainage Basin; and

- 2.16 **Developer Applications:** The Developers' have applied (or will in the future apply) to annex, zone and subdivide the Developers' Real Property into the City for the purpose of their development of single-family residential communities which requires City Sewer System services which currently do not exist to serve; and
- 2.17 **City Sewer Extension to Developer Real Property:** The City's Sewer System can be extended with capacity to serve the single-family development of Developers' Real Property; and
- 2.18 **Conditions of City Sewer Extension:** The City requires, as a condition of the extension of the City's Sewer System, that the extension be designed, constructed and paid for:
- At the developer of real property's expense;
 - In accordance with the specification requirements of the City which includes (to avoid duplication) sufficient sizing and capacity of the extension to serve the Developers' Real Property and the eventual development of other real property within the defined Danskin Drainage Basin; and
 - In accordance with the City's City Sewer Reimbursement Policy; and
- 2.19 **Facilities needed to Extend City Sewer Services to Developers Real Property:** In order for the City's Sewer System to be extended into the Danskin Drainage Basin and provide service to the Developers' Real Property as the Developers intend to develop it, a new 18-inch diameter force main (not including the pump) must be constructed from Danskin Lift Station and connected to the Danskin Lift Station in order for sewage to be transmitted to and treated by the North Treatment Plant as further identified in the broader project description on **Exhibit A** within the Rights-of-Way; and
- 2.20 **Danskin Lift Station Additional Pump:** The City has planned for and appropriated for the costs of the acquisition and installation of and additional pump at the Danskin Lift Station which is currently in process; and
- 2.21 **Developer Design and Construct City Sewer Extension:** Select and Westpark are willing to design and construct an extension to the City's Sewer System to serve the Developers' Real Property in accordance with the requirements and conditions of the City; and the City is willing to then accept the connection of that extension to and as a part of its City Sewer System, all in accordance with the terms and conditions of this Agreement.
- 2.22 **City Council Agreement Approval:** The City represents that it has taken all necessary City Council actions as required by applicable law for City to enter into this Agreement.

SECTION 3 DESIGN OF SEWER EXTENSION PROJECT IMPROVEMENTS

- 3.1 **City Design Requirements for Sewer Extension Project Improvements.** The City shall identify its requirements for the sufficient sizing and capacity of the Sewer Extension Project Improvements (the “**Project Improvements**”); to provide City Sewer System service to the Developers’ Real Property and to other real property within the Danskin Drainage Basin.
- 3.2 **Design of Sewer Extension Project Improvements:** Developers will: (a) cause design professionals to design and engineer the Project; and (b) at all times diligently pursue the design in good faith, including reasonable efforts to promptly submit the “**Preliminary Project Plans**” (defined in Section 3.4) and “**Final Project Plans**” (defined in Section 3.8). The design must be in accordance with all applicable laws and the terms of this Agreement and approvals.
- 3.3 **Utilities.** Developers will: (a) identify, locate and determine conflicts between the Project and existing utilities; (b) create a set of utility plans in compliance with applicable utility regulations to map relocations and/or adjustments; and (c) prepare utility agreements for coordination with utilities during the design of the Project. City will cooperate in the efforts and pursue execution of utility agreements and/or waivers, as necessary.
- 3.4 **Engineer’s Project Costs Estimate.** Developers will obtain an estimate of the Project costs within the preliminary Project plans for the Project Improvements (the “**Preliminary Project Plans**”) from an engineer licensed under the laws of the state of Idaho and approved by City (the “**Project Engineer**”).
- 3.5 **City Review and Approvals.** If not already designated, then as soon as practicable upon Developers’ request, City will designate its engineer and other personnel, as necessary, to promptly inspect, review and/or approve aspects of the Project, including without limitation inspection, review and/or approval of:
- 3.5.1 The selection of the Project Engineer;
 - 3.5.2 The Preliminary Project Plans;
 - 3.5.3 The Final Project Plans;
 - 3.5.4 The “**Construction Contract**” (defined in Section 6.6); and
 - 3.5.5 Installation of the Project Improvements in accordance with applicable laws.
- 3.6 **Review of Preliminary Project Plans.** City will review the Preliminary Project Plans and approve the same, reject the same, or request modifications or additional information. Any rejection or disapproval will include a clear and concise description of the needed modifications in order for the plans to be approved.

- 3.7 **City's Access to Information.** Developers will submit to City all non-confidential designs, plans, specifications, reports, data and other materials (both electronic and hard copy) produced by Developers and their agents and contractors under this Agreement.
- 3.8 **Final Project Plans.** Following approval of the Preliminary Project Plans and prior to commencement of construction, the parties will each acknowledge in writing the final, approved plans for the Project Improvements (the "**Final Project Plans**" also "**Project Improvements**").
- 3.9 **Expeditious Review and Approval by City:** City will use reasonable efforts to expedite all inspections, reviews and/or approvals required of City under this Section of the Agreement.

SECTION 4 PROJECT MANAGER and DEVELOPERS' AGENT

- 4.1 **Developers' Project Manager.** If Select itself does not act as the general manager for the Project, Developers will designate a project manager of their own choosing, subject to City's approval, to act as the general manager for the Project ("**Project Manager**"). Developers will ensure the Project Manager carries out the Developers' obligations for the Project required by this Agreement. If a Project Manager is retained, then Project Manager will serve as the point of contact between City and Developers during the Project.
- 4.2 **Developers' Agent.** City acknowledges and agrees that: (a) Select will act as the agent of Developers; and (b) Select, acting alone, is entitled to provide any notices to (and except as otherwise provided in Section 11.1, receive notices from) the City and grant any approvals and consents required or permitted of Developers under this Agreement. Notwithstanding the immediately preceding sentence: (c) no amendment or restatement of this Agreement (or waiver or release of any provision of this Agreement) is effective without the amendment, restatement, waiver, or release being in writing and executed by City and both Developers; and (d) no termination of this Agreement by Developers is effective without being executed by both Developers.

SECTION 5 Government Approvals and Compliance with Government Regulations

- 5.1 **Governmental Approvals:** The Parties mutually recognizing that governmental approvals for the Project are beyond either Parties' control. Developers will endeavor to obtain the governmental approvals required for the Project (the "**Approvals**"), and the City will cooperate and assist Developers in obtaining the Approvals in a timely manner.

- 5.2 **Regulations.** All work on the Project will be performed in accordance with applicable laws and regulations.
- 5.3 **Environmental Matters.** Developers will comply with applicable environmental laws.
- 5.4 **Excused Developer Performance:** To the extent there is a necessity for investigation or remediation of pre-existing environmental conditions in, on, or under or about any property or rights-of-way which prevents Developers from construction of the Project Improvements, Developers will be excused from performance under this Agreement until the investigation, remediation or both is completed.

SECTION 6 PROJECT CONSTRUCTION CONTRACT AND AGREEMENT ON ELIGIBLE REIMBURSEMENT COSTS

- 6.1 **Commencement of Project Improvements Construction:** The Project Improvements construction shall not commence until:
- 6.1.1 The Final Project Plans have been completed and approved;
 - 6.1.2 Required governmental approvals have been obtained as stated in SECTION 5;
 - 6.1.3 City and Developers have entered into a Reimbursable Costs Agreement; and
 - 6.1.4 City has issued a notice to proceed to Developers, and Developer accepted the notice to proceed by written notice thereof to City.
- 6.2 **Soliciting Bids.** Although not subject to public bidding requirements, Developers will select the contractor(s) (with each contractor being a “**Contractor**” for purposes of this Agreement) for construction of the Project Improvements through a fair and competitive bidding process. Developers will solicit at least three (3) bids from contractors deemed to be qualified by Developers. All bids will be opened publicly in the presence of a representative of City. Developers’ affiliated entities may bid to perform construction work or to supply materials or equipment only if: (a) they are otherwise qualified to do so (and they customarily perform or supply the construction work, materials or equipment); and (b) their bid is the lowest responsive bid for the applicable construction work, materials or equipment.
- 6.3 **City Review of Bids.** City will review and approve each bid prior to Developers awarding the contract(s) to the selected contractor(s). During this review and approval process by the City, the Developers shall, in accordance with the City’s Sewer Reimbursement Policy, shall submit to the City the Developers’ Eligible

Reimbursement Costs request for those expenses that are “**Eligible Reimbursement Costs**” in accordance with the City’s Sewer Reimbursement Policy.

- 6.4 **Documentation/Audit:** In respect to Developers claimed Eligible Reimbursement Costs, the City will be entitled to rely on the accuracy and completeness of information furnished by Developers (including invoices); provided, however, City reserves the right from time to time during the term of this Agreement, but not more frequently than one time per quarter, to cause representatives of City to examine, review, or audit the books and records of Developers to verify Developers’ information submitted to City, and Developers agree to reasonably cooperate if the right is exercised within fourteen (14) days after the date information was submitted by Developers. Consequently, Developers must keep full and detailed accounts and implement the controls reasonably necessary for proper financial management of the Project. Further, upon each request for payment of Developer Eligible Reimbursement Costs, Developers will certify, to Developer’s knowledge, the accuracy and completeness of supporting documentation associated with the request and any failure by Developers to provide accurate and complete information to City will relieve any obligation of City to certify the respective costs until the information is accurate and complete. City will exercise reasonableness in any audit, and City will not object to any Eligible Reimbursement Costs unless the City provides the Developers with the specific grounds for City’s objection to any claimed Eligible Reimbursement Costs.
- 6.5 **Agreement on Eligible Reimbursement Costs:** Prior to and as a condition of the City’s approval of the bid award by the Developers, the City and the Developers must reach agreement on the Developers’ “**Eligible Reimbursement Costs**” for the Project Improvements (the “**Reimbursement Costs Agreement**”). The Reimbursement Costs Agreement will be subject thereafter to reasonable adjustments based upon agreed “**Eligible Reimbursement Costs**” savings and additional change orders to the Construction Contract that are approved by the Parties. The Reimbursement Costs Agreement will include a fee to Developers’ equal to two percent (2%) of the Eligible Reimbursement Costs to cover the Developer’s overhead and management. The “**Reimbursement Costs Agreement**” shall be in writing and signed by the City’s Agent and the Developers’ Agent as an amendment to and the completion of **Exhibit D**. Nothing in this Agreement obligates Developers to incur any expense related to the Project Improvements that is not an Eligible Reimbursement Cost.
- 6.5.1 **Developer Election:** In the event the bids received are too high and/or a “**Reimbursement Costs Agreement**” cannot be agreed upon, the Developers may elect to terminate this Agreement and will be excused from any further performance under this Agreement or may elect to rebid the Project in which case the bid process will be repeated as provided in this Agreement.
- 6.6 **Construction Contract Requirements.** The contract for the Project Improvements between Developers and Contractor (the “**Construction Contract**”) will include, at a minimum, the following provisions:

- 6.6.1 **Payment Bonds.** Contractor must provide payment and performance bonds required by the Public Contracts Bond Act (Idaho Code Title 54, Chapter 19, the “**Bond Act**”), naming City as an additional beneficiary;
- 6.6.2 **Public Works Licensing.** Contractor and all subcontractors must be licensed public works contractors as required by the Bond Act;
- 6.6.3 **Substantial Completion.** A requirement that Substantial Completion of the Project Improvements occurs no later than the date specified in the Final Project Plans unless an extension is either approved in writing by Developers and City or necessitated by, and equal in length to the delay caused by: strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the Project Improvements (Contractor agreeing to use reasonable diligence to procure the same), causes other than financial beyond Contractor’s reasonable control, or delays caused by City;
- 6.6.4 **Insurance.** Contractor must maintain liability insurance insuring against bodily injury or death with limits of not less than Two Million Dollars (\$2,000,000) per person per occurrence, and property damage with a limit of not less than One Million Dollars (\$1,000,000) per occurrence, naming Developers, the City, and the Ada County Highway District as additional insureds. Contractor must also provide to Ada County Highway District the insurance required of Contractor in Section 11.1 of the Interagency Agreement for Variance to Locate a Municipal Pressure Sewer Pipeline within the Public Rights-of-Way of Ten Mile Road (the “Interagency Agreement”);
- 6.6.5 **Indemnification.** Contractor must indemnify Developers and City from any claims by third persons arising out of the performance of the Construction Contract except to the extent the claim arises from the willful or negligent act or omission of Developers, City or their agents, contractors or employees;
- 6.6.6 **Permitting.** Prior to commencement of construction, Contractor must: (a) obtain the Environmental Protection Agency (the “**EPA**”) Construction General Permit (the “**CGP**”); (b) file a Notice of Intent (the “**NOI**”); and (c) develop and implement an approved Storm Water Pollution Prevention Plan. Contractor must not file a Notice of Termination (an “**NOT**”) with the EPA until authorized in writing by City. City will: (a) authorize Contractor to file the NOT when the area subject to the CGP has achieved final stabilization as defined in the CGP; and (b) provide applicable assistance as necessary with the CGP application; however, City does not assume any additional liability for stormwater violations on property outside of its respective jurisdiction; and

- 6.6.7 **Contractor Warranty.** Contractor will provide Developers with a three (3) year correction on the work and materials of the Project Improvements, with the warranty assignable to City.
- 6.6.8 **Conditions Precedent to Notice to Proceed.** Before Developers issue any notice to proceed to Contractor under the Construction Contract, the following conditions must have been satisfied:
- 6.6.9 **Review of Contract.** City must have reasonably approved the Construction Contract for material compliance with this Agreement.
- 6.6.10 **Evidence of Available Funds:** Developers will provide City with reasonable evidence that Developers have funds available to fulfill Developers' payment obligations under the Construction Contract in an amount equal to one hundred ten percent (110%) of the aggregate price Developers are obligated to pay Contractor under the Construction Contract (the "**Contract Price**").
- 6.6.11 **Liquid Performance Security:** Developers will provide City with security for Developers' performance of their obligations under this Agreement (the "**Liquid Performance Security**") in the form of: (a) cash deposited with City; (b) cash or marketable securities in a controlled account in favor of City; (c) an irrevocable and unconditional standby letter of credit in favor of City (issued by an institution acceptable to City), or (d) other financial sureties reasonably acceptable to the City Engineer and City Attorney. The amount of the Liquid Performance Security will be ten percent (10%) of the Contract Price. City will release the Liquid Performance Security promptly after City executes the "**Certificate of Completion**" (defined in [Section 7.7.4](#)) and Developers provide reasonable evidence that Developers have paid the Contract Price to Contractor. If the Project Improvements are completed in phases, City will release the portion of the Liquid Performance Security applicable to the respective completed phase upon the request of Developers.

SECTION 7 CONSTRUCTION AND COMPLETION OF THE PROJECT

- 7.1 **Permits and Fees.** Prior to commencement of construction of the Project, Developers will require Contractor to have: (a) obtained all applicable permits to work in the right-of-way; and (b) paid all applicable fees for the permits or licenses required for the Project, which must be acquired as needed prior to commencement of construction.
- 7.2 **Danskin Lift Station Pump.** City has caused the acquisition of and will install new Pump at the Danskin Lift Station.

- 7.3 **Danskin Lift Station Connections:** The Developers (a) will complete the connection of the constructed Project Improvements to the Danskin Lift Station and the North Treatment Plant; (b) will pay all costs and expenses associated with the connections; and (c) complete installation of the connections before or concurrently with **“Substantial Completion”** (defined in Section 7.7.1) of the Project Improvements. City will also ensure that the connections are: (1) compatible with the Project Improvements; and (2) of sufficient capacity and design to take full advantage of the Project Improvements and to provide the necessary services to the Benefited Area as determined by the City in Section 3.1.
- 7.4 **Manner of Construction.** Developers will provide for construction of the Project Improvements in compliance with the Construction Contract and will require Contractor to prosecute diligently and continuously the construction to completion.
- 7.5 **Change Orders to Contract.** Developers will obtain the written approval of City before approving any change order to the Construction Contract. City agrees that it will not unreasonably withhold or delay its review of any change order request, and City agrees to reasonably cooperate and use reasonable efforts to expedite its review and approval of each requested change order, and a failure by City to respond to a review request for a change order within fifteen (15) business days from the date Developer presents a written change order request to the City will be deemed to constitute City’s approval of the request. Change orders that are neither presented in writing nor approved in writing are not approved. If an approved change order changes the Reimbursement Costs Agreement, City and Developers will promptly execute an amendment to the Reimbursement Costs Agreement to reflect the change order.
- 7.6 **Inspections.** Inspecting and testing will be accomplished as required by, and in accordance with, the customary standards of City and will be timely performed by the resident engineer or other personnel designated pursuant to Section 3.5. City may agree to coordinate and/or delegate inspection obligations as City deems appropriate. Inspections will include the opportunity to review and approve all materials certifications prior to Developers’ acceptance and payment for incorporated materials.
- 7.7 **Notice of Substantial Completion, Reimbursement Costs Agreement and Certificate of Completion.**
- 7.7.1 For purposes of this Agreement, the construction of the Project Improvements will be considered **“Substantially Complete”** (or to have achieved **“Substantial Completion”**) when it can be safely used for its intended purpose despite the fact that some item or items remain uncompleted.

- 7.7.2 Upon Substantial Completion of the Project Improvements, Developers will furnish to City a written certification that the Project Improvements are Substantially Complete in accordance with the Final Project Plans.
- 7.7.3 City will acknowledge in writing its acceptance of Substantial Completion and issue a notice in recordable form stating that the Project Improvements are Substantially Complete (the “**Notice of Substantial Completion**”) within fifteen (15) days after the later of: (a) delivery of the certification of Substantial Completion to City; and (b) remediation of any non-conforming matters.
- 7.7.4 Within fifteen (15) days after Developers’ delivery to City of the certification of Substantial Completion, City will deliver to Developers a punch list of items left to be completed or corrected that does not affect Substantial Completion but are needed to achieve final completion. Developers and Contractor will diligently complete the work remaining on the punch list and complete all items within forty-five (45) days. Upon completion of all punch list items, City will issue a certification in recordable form stating that the Project Improvements are finally complete (the “**Certificate of Completion**”).
- 7.7.5 Within forty-five (45) days after the issuance of the Notice of Substantial Completion, Developers will deliver to City drawings for the Project Improvements, as-built, in both a reproducible printed format on mylar and in electronic files.
- 7.8 **No Liens:** City will not accept the completed Project Improvements until the Project Improvements are no longer encumbered by a security interest or lien, other than Developer’s right to payment of under the Reimbursement Costs Agreement and this Agreement.
- 7.9 **Warranty.** Upon issuance of the Notice of Substantial Completion, Developers will complete all paperwork necessary to assign Contractor’s warranty of the work and materials to City.
- 7.10 **Representations and Warranties.** Developers represent and warrant that upon completion of the Project Improvements, the Project Improvements will be free and clear of all liens and encumbrances created or allowed by Developers or their contractors or agents, except for the encumbrances previously approved in writing by City, and other than Developer’s right to payment of under the Reimbursement Costs Agreement and this Agreement.
- 7.11 **City Project Acceptance and Maintenance.** City will then accept, own and maintain the completed Project Improvements as a part of its City Sewer System in accordance with applicable law. The Developers shall have no interest in or to the Project Improvements and the same shall become the property of the City when it has

accepted the Project Improvements as a part of the City's Sewer System, other than Developer's right to payment of under the Reimbursement Costs Agreement and this Agreement.

SECTION 8 DEVELOPERS' PROJECT COSTS PAYMENTS

- 8.1 **Developers' Project Costs.** The Developers' Project Improvement costs include any costs directly associated with the Project Improvements or their construction or installation, including any costs incurred prior to the date of this Agreement.
- 8.2 **Payment of Project Costs:** Developers will pay all the Developers' Project Improvement costs.

SECTION 9 PROCESS FOR THE REIMBURSEMENT TO THE DEVELOPERS OF ELIGIBLE PROJECT COSTS

- 9.1 **City Modification of ICF:** Following the Certificate of Completion, the City shall increase the City's Interceptor Capacity Fee ("**ICF**") to include an amount to cover the costs of the "**Reimbursement Costs Agreement**" as and for the capital costs of providing oversized mains, and interceptor and trunk lines to convey the wastewater flow generated by each unit that connects to the City's Sewer System in the Danskin Drainage Basin (the Danskin ICF Increase). The Danskin ICF Increase shall be based upon the agreed total amount of "**Reimbursement Costs Agreement**". Capacity shall be reserved to benefit Developers' Real Property according to the following: 131 equivalent dwelling units shall be reserved to Select and 524 equivalent dwelling units shall be reserved to Westpark. The foregoing shall be confirmed in the Reimbursement Costs Agreement. The reserved capacity shall be unique to Developers' Real Property as that term is defined by this Agreement, and cannot be applied, transferred, or utilized to benefit other real property which Developer may own or later acquire within the City. Further, Developer's right to the reserved capacity, and the City's obligation to reserve the capacity, shall expire ten (10) years after the Reimbursement Costs Agreement is executed.
- 9.1.1 The City will evaluate the City's ICF periodically and adjust the fee as necessary to fund current and projected sewer facilities reimbursement costs.
- 9.2 **Reimbursement Costs Payment Amortization:** The Reimbursement Costs Agreement payments to the Developers shall be amortized over a ten (10) year period at four percent (4%) simple interest.

- 9.2.1 Reimbursement Costs Agreement payments will be paid annually in August for not more than ten (10) years and the City will not make or be liable for any such payments thereafter.
- 9.2.2 The City reserves the right to accelerate City Reimbursement Costs Agreement payments.
- 9.3 **City Budget Process:** City Reimbursement Costs Agreement payments to the Developers, its assignee or successor, is subject to approval by the City Council of the City's annual City Budget appropriations approval process.
- 9.4 **Developers' Payment Address:** Reimbursement Costs Agreement payments to Developers shall be sent to the following address: Attn: Randy Fullmer, P.O. Box 1030, Meridian, Idaho 83642, or as otherwise directed by owner. Its assigns or successor
- 9.5 **City Cooperation.** City will promptly provide any documentation or information requested by Developers in connection with reimbursement.

SECTION 10 DEFAULT PROCESS AND REMEDIES

- 10.1 **Default.** No party will be deemed to be in default under this Agreement until: (a) the non-defaulting party has provided the defaulting party with written notice of the default, which notice must specify the particulars of the defaulting party's failure to perform its obligations under this Agreement ("**Notice of Default**"); and (b) the defaulting party fails to correct the identified failures within thirty (30) days after receipt of the Notice of Default, except if the cure is not one that is capable of being completed within the thirty (30) day period but is commenced within the thirty (30) day period and is being diligently prosecuted, then there will be no default.
- 10.2 **Developers' Default.** Notwithstanding Section 10.1, if Developers default with regard to commencement or completion of the Project Improvements beyond the expiration of the cure period provided in Section 10.1, the Developers will not be deemed in default under this Agreement until: (a) City will have given Developers a second Notice of Default (the "**Second Notice**"), which Second Notice must state, in bold and conspicuous type, that it is a Second Notice; and (b) Developers will have failed to cure the default within thirty (30) days after receipt of the Second Notice (a "**Second Notice Default**"), except if the cure is not one that is capable of being completed within the thirty (30) day period but is commenced within the thirty (30) day period and is being diligently prosecuted, then there will be no Second Notice Default. Upon a Second Notice Default, City, at its election, will be entitled to: (1) enforce the Liquid Performance Security; and (2) exercise any other remedies to which it is entitled under the Approvals. Otherwise, City will be entitled only to non-monetary remedies, such as specific performance, declaratory relief, and injunctive

relief, plus City's attorneys' fees and litigation costs related to any enforcement action if City is the prevailing party therein.

- 10.3 **City Default.** If City defaults in the performance of its obligations under the terms and provisions of this Agreement in the time and manner required herein (other than City's obligation to pay money as provided herein), then Developers will be entitled only to non-monetary remedies, such as specific performance, declaratory relief, and injunctive relief, plus Developers' attorneys' fees and litigation costs related to any enforcement action, if Developers are the prevailing parties therein.

SECTION 11 OTHER PROVISIONS

- 11.1 **Notices.** All notices, requests, consents, approvals, and payments in connection with this Agreement, or communications that any party desires or is required or permitted to give or make to the other party under this Agreement will only be deemed to have been given, made and delivered, when made or given in writing and personally served, or deposited in the United States mail, certified or registered mail, postage prepaid, or sent by reputable overnight courier (e.g., FedEx) and addressed to the parties above stated. Notice will be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered or rejected. Except for notices of default (including any Second Notice), City may deliver all notices (and other documents and other deliverables under this Agreement) to Developers solely to Agent acting as agent for the Developers.
- 11.2 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, will excuse the performance by the party for a period equal to any prevention, delay or stoppage.
- 11.3 **Choice of Law.** This Agreement will be governed by, and construed in accordance with, the laws of the state of Idaho.
- 11.4 **Jurisdiction.** The state courts of the state of Idaho will have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the parties may now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The parties submit to the *in personam* jurisdiction of the state of Idaho, to venue in the state courts within the state of Idaho in Ada County, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.

- 11.5 **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.
- 11.6 **Entire Agreement.** This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party will be liable or bound to any other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein.
- 11.7 **Acknowledgments and Modifications.** No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, will be effective unless in writing and signed by each party hereto. In the event that all or any part of this Agreement is judicially found or declared to be unenforceable or contrary to applicable law, the parties agree to modify the terms hereof to the slightest extent possible to cause the Agreement to be enforceable and consistent with applicable law.
- 11.8 **Headings.** The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 11.9 **Successors and Assigns; Survival.** This Agreement may only be assigned by the Developers upon written consent of City. All provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns and will survive any transfer or assignment by a party or their heirs, successors or assigns. This Agreement will remain effective notwithstanding the expiration, cancellation, termination or completion of this Agreement as may be necessary for any party to enforce the terms and provisions of this Agreement.
- 11.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- 11.11 **No Third-Party Beneficiary Rights.** This Agreement is not intended to create, nor will this Agreement in any way be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto.
- 11.12 **Recordation.** This Agreement may be recorded in the Ada County Recorder's Office immediately upon the adoption and execution of the Agreement by all parties.
- 11.13 **Time is of the essence.** Time is of the essence for this Agreement.
- 11.14 **Consents and Approvals.** City acknowledges and agrees that whenever City is entitled to exercise discretion in the granting of consents and approvals under this

Agreement, City will not unreasonably withhold, condition, or delay the granting of the consents and approvals.

[end of text; signature page follows]

SIGNATURE PAGE

DATED effective as of the Effective Date.

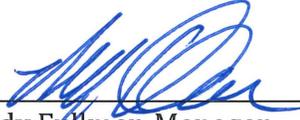
City: CITY OF KUNA,
an Idaho municipal corporation

By: _____
Joe Stear, Mayor

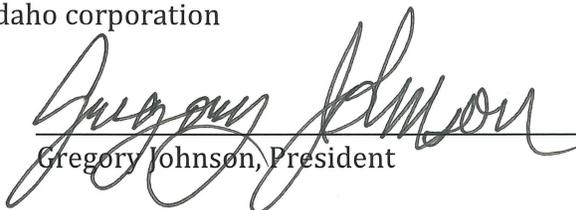
ATTEST:

By: _____
Chris Engels, City Clerk

Agent: SELECT DEVELOPMENT AND CONTRACTING
LLC,
an Idaho limited liability company

By:  _____
Randy Fullmer, Manager

Co-Developer: THE WESTPARK COMPANY, INC.
an Idaho corporation

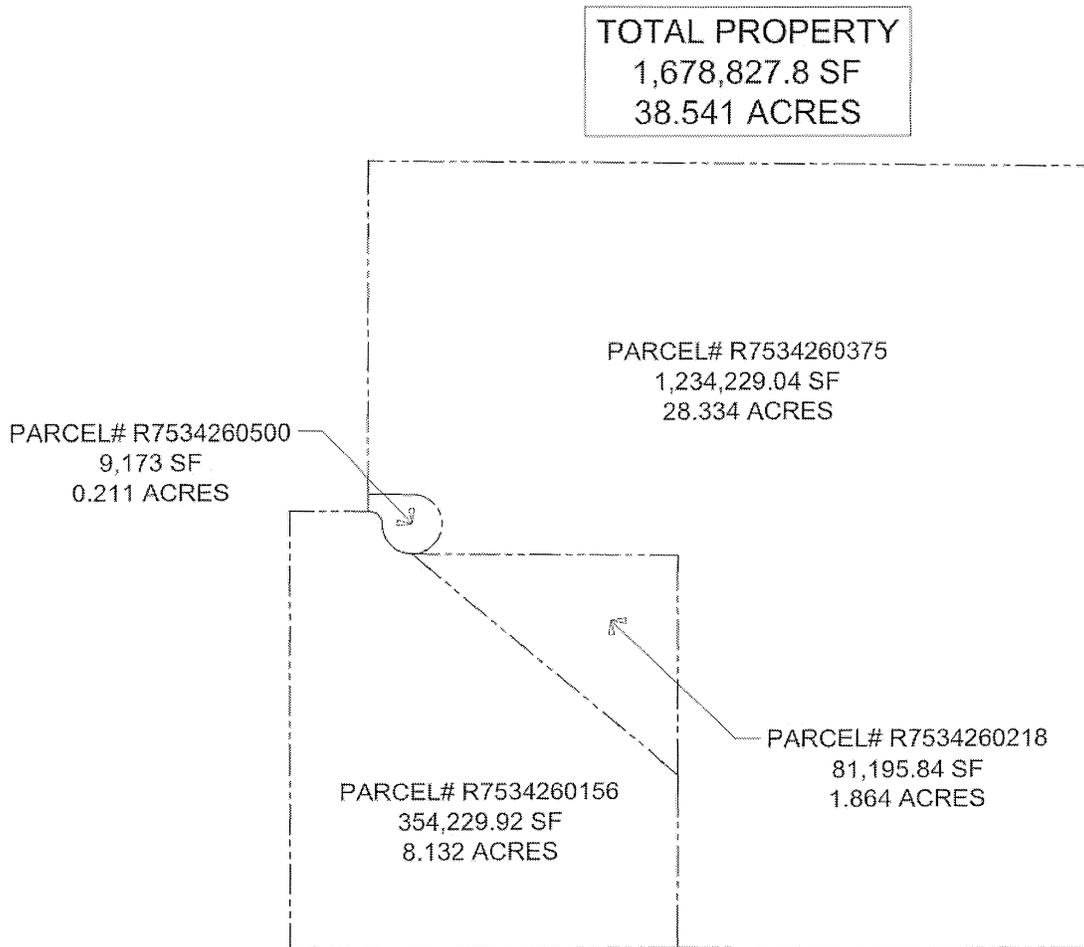
By:  _____
Gregory Johnson, President

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EXHIBIT A THE PROJECT IMPROVEMENTS

The design and construction of a new 18-inch diameter force main (not including the pump) from Danskin Lift Station and the connection the new 18 inch diameter force main to the North Treatment Plant as further identified in the broader project description herein.

EXHIBIT B DEVELOPERS' REAL PROPERTY





Sawtooth Land Surveying, LLC

2030 S. Washington Ave. Emmett, ID 83617 P: (208) 398-8104 F: (208) 398-8105	1044 Northwest Blvd., Ste. G Coeur d'Alene, ID 83814 P: (208) 714-4544 F: (208) 292-4453	141 1 st Avenue East Jerome, ID 83338 P: (208) 329-5303 F: (208) 324-3821
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Parcel Description

A parcel of land being a portion of Lot 3, Block 1, Rodeo Subdivision, Book 72, Pages 7413-7414, Ada County Records and a portion of the NE1/4 SW1/4 of Section 18, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the C1/4 corner of said Section 18, marked by a brass, from which the CS1/16 corner of said Section 18, marked by an aluminum cap, bears South 00°15'04" West, 1320.00 feet;

Thence South 00°15'04" West, coincident with the east line of said Lot 3 and said NE1/4 SW1/4, a distance of 1320.00 feet to the CS1/16 corner of said Section 18, marked by an aluminum cap;

Thence North 89°39'42" West, coincident with the south line of said Lot 3 and said NE1/4 SW1/4, a distance of 684.72 feet to the southwest corner of said Lot 3;

Thence coincident with the westerly line of said Lot 3 the following 3 (three) courses:

North 00°15'04" East, 660.68 feet to a 1/2 inch rebar/no cap;

North 89°28'11" West, 442.69 feet to a 1/2 inch rebar/no cap and the beginning of a non-tangent curve to the left;

Northerly, 157.08 feet along the arc of said curve to the left, having a radius of 50.00 feet, a central angle of 180°00'00", subtended by a chord bearing North 00°31'49" East, 100.00 feet;

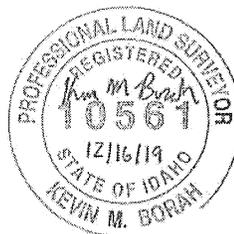
Thence leaving said westerly line of Lot 3, North 89°28'11" West, 73.30 feet to a 1/2 inch rebar/cap PLS 14221;

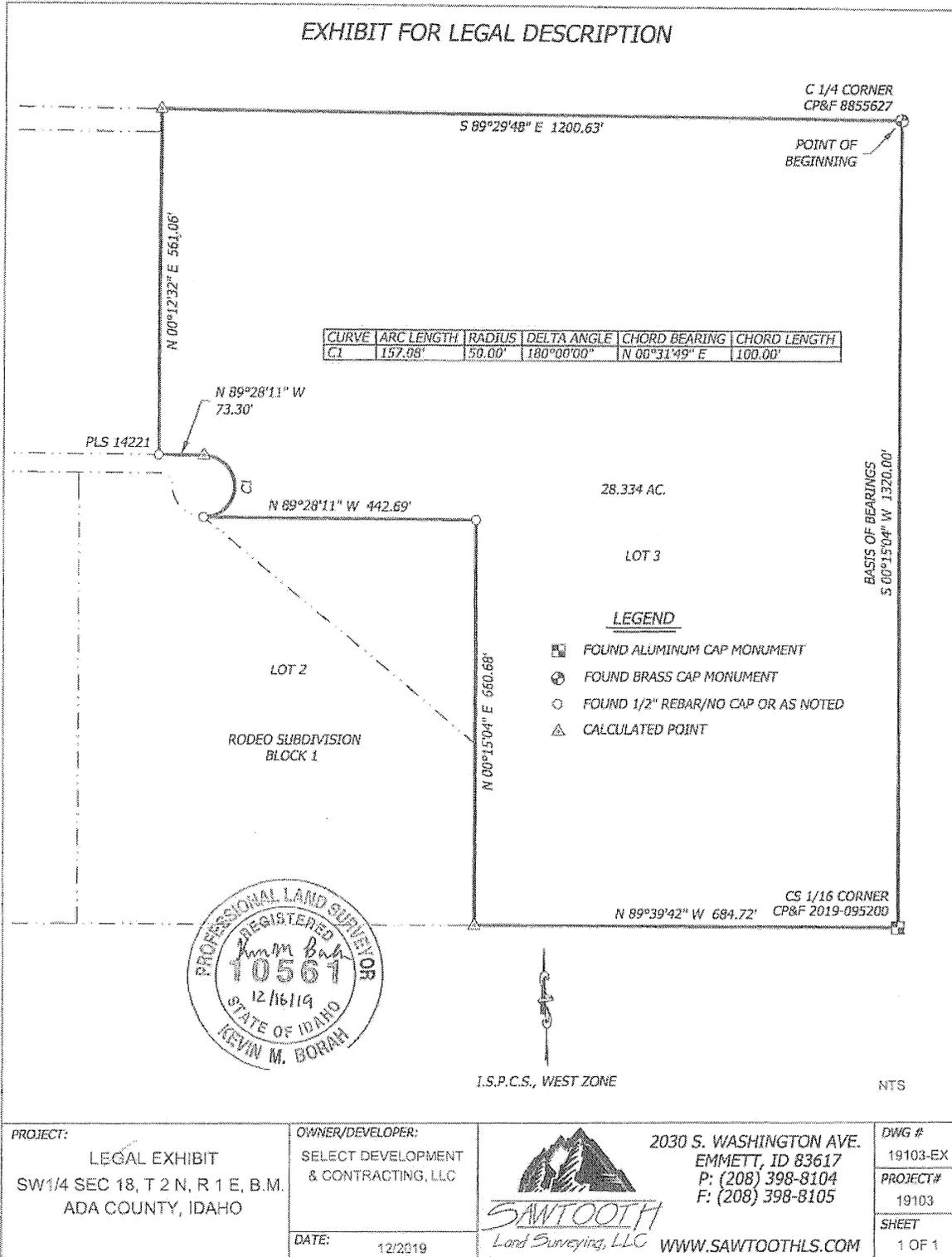
Thence North 00°12'32" East, 561.06 feet to the north line of said NE1/4 SW1/4;

Thence South 89°29'48" East, coincident with said north line, 1200.63 feet to the **POINT OF BEGINNING**.

The above described parcel contains 28.334 acres, more or less.

BASIS OF BEARING for this description is South 00°15'04" West between the C1/4 corner and the CS1/16 corner of Section 18, T. 2 N., R. 1 E., B.M., Ada County, Idaho. I.S.P.C.S., West Zone.







Sawtooth Land Surveying, LLC

2030 S. Washington Ave. Emmett, ID 83617 P: (208) 398-8104 F: (208) 398-8105	1044 Northwest Blvd., Ste. G Coeur d'Alene, ID 83814 P: (208) 714-4544 F: (208) 292-4453	141 1 st Avenue East Jerome, ID 83338 P: (208) 329-5303 F: (208) 324-3821
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Parcel Description

A parcel of land being a portion of Lot 1, Block 2, Rodeo Subdivision, Book 72, Pages 7413-7414, Ada County Records, also known as E. Rodeo Lane, located in the N1/2 SW1/4 of Section 18, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the W1/4 corner of said Section 18, from which the southwest corner of said Section 18, bears South 00°12'07" West, 2650.40 feet;

Thence South 00°12'07" West, coincident with the west line of the SW1/4 of said Section 18, a distance of 591.00 feet;

Thence South 89°28'11" East, coincident with the prolongation of and the south line of said Lot 1, a distance of 1360.87 feet to the **POINT OF BEGINNING**;

Thence North 00°12'32" East, 30.00 feet to the north line of said Lot 1, marked by a 1/2" rebar/cap PLS 14221;

Thence coincident with the boundary line of said Lot 1, the following four (4) courses;

South 89°28'11" East, 73.30 feet to the beginning of a tangent curve to the right;

235.62 feet along the arc of said curve to the right, with a radius of 50.00 feet, a central angle of 270°00'00", subtended by a chord bearing South 45°31'49" West, 70.71 feet to the beginning of a reverse curve to the left, marked by a 1/2" rebar/no cap;

Northwesterly, 31.42 feet along the arc of said curve to the left, with a radius of 20.00 feet, a central angle of 90°00'00", subtended by a chord bearing North 44°28'11" West, 28.28 feet, marked by a 1/2" rebar/no cap;

North 89°28'11" West, 3.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.211 acres, more or less.

BASIS OF BEARING for this description is South 00°12'07" West between the W1/4 corner and the southwest corner of Section 18, located in T. 2 N., R. 1 E., B.M., Ada County, Idaho. I.S.P.C.S., West Zone.

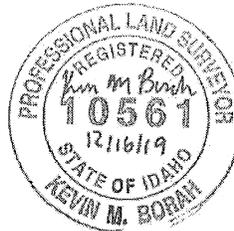


EXHIBIT FOR LEGAL DESCRIPTION

13 18

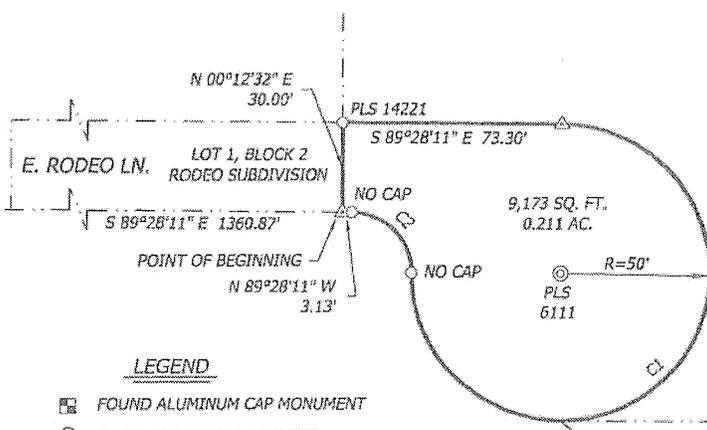
1/4 CORNER
ILLEGIBLE
CP&F 103052674

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	235.62'	50.00'	270°00'00"	S 45°31'49" W	70.71'
C2	31.42'	20.00'	90°00'00"	N 44°28'11" W	28.28'

S 00°12'07" W 2650.40' - BASIS OF BEARINGS
N. MERDIAN RD. (SH69)

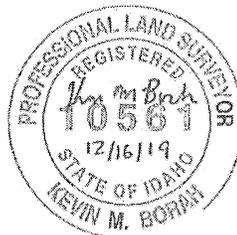
13 18
24 19

SECTION CORNER
PLS 7323
CP&F 2018-071257
DEER FLAT ROAD



LEGEND

- ▣ FOUND ALUMINUM CAP MONUMENT
- ⊙ FOUND 5/8" REBAR AS NOTED
- FOUND 1/2" REBAR AS NOTED
- △ CALCULATED POINT



I.S.P.C.S., WEST ZONE

NTS

PROJECT: LEGAL EXHIBIT SW1/4 SEC 18, T 2 N, R 1 E, B.M. ADA COUNTY, IDAHO	OWNER/DEVELOPER: SELECT DEVELOPMENT & CONTRACTING, LLC	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 19103-EX
	DATE: 12/2019		PROJECT # 19103
			SHEET 1 OF 1



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

1044 Northwest Blvd., Ste. G
Coeur d'Alene, ID 83814
P: (208) 714-4544
F: (208) 292-4453

141 1st Avenue East
Jerome, ID 83338
P: (208) 329-5303
F: (208) 324-3521

Parcel Description

A parcel of land being a portion of Lot 2, Block 1, Rodeo Subdivision, Book 72, Pages 7413-7414, Ada County Records, located in the N1/2 SW1/4 of Section 18, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Rodeo Subdivision, also being the CS1/16 corner of said Section 18, marked by an aluminum cap, from which the C1/4 corner of said Section 18, marked by a brass cap, bears North 00°15'04" East, 1320.00;

Thence North 89°39'42" West, coincident with the south line of said Rodeo Subdivision, 684.72 feet to the southeast corner of said Lot 2;

Thence North 00°15'04" East, coincident with the east line of said Lot 2, a distance of 293.77 feet to the **POINT OF BEGINNING**;

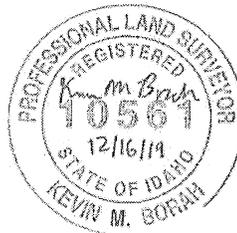
Thence leaving said east line of Lot 2, North 49°55'50" West, 576.35 feet to a point of curvature on the north line of said Lot 2, marked by a 1/2 inch rebar/no cap;

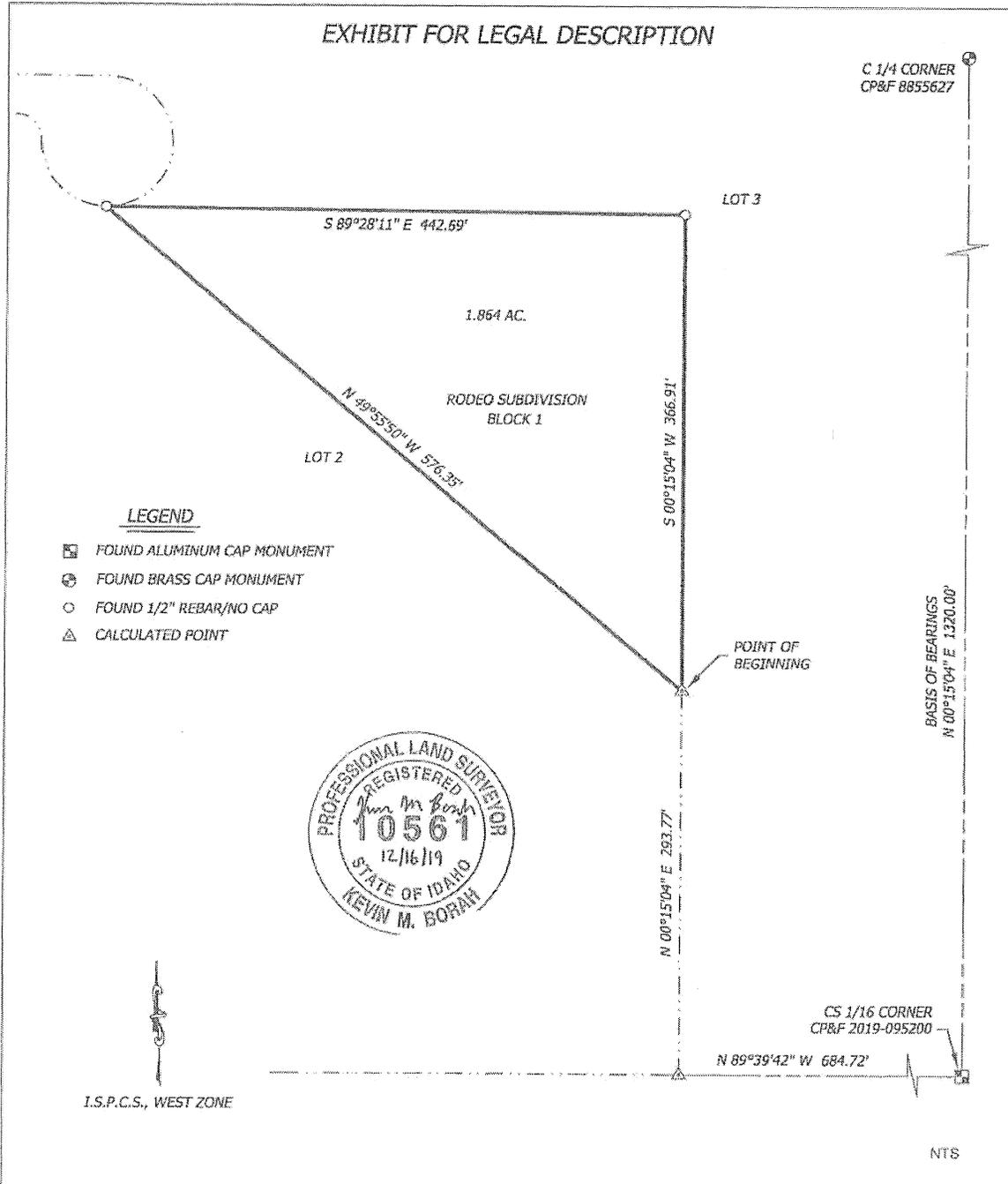
Thence South 89°28'11" East, coincident with the north line of said Lot 2, 442.69 feet to the northeast corner of said Lot 2, marked by a 1/2 inch rebar/no cap;

Thence South 00°15'04" West, coincident with the east line of said Lot 2, 366.91 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.864 acres, more or less.

BASIS OF BEARING for this description is North 00°15'04" East between the CS1/16 corner and the C1/4 corner of Section 18, T. 2 N., R. 1 E., B.M., Ada County, Idaho. I.S.P.C.S., West Zone.





<p>PROJECT: LEGAL EXHIBIT SW1/4 SEC 18, T 2 N, R 1 E, B.M. ADA COUNTY, IDAHO</p>	<p>OWNER/DEVELOPER: SELECT DEVELOPMENT & CONTRACTING, LLC</p> <p>DATE: 12/2019</p>	<p>2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM</p>	<p>DWG # 19103-EX</p> <p>PROJECT# 19103</p> <p>SHEET 1 OF 1</p>
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Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

1044 Northwest Blvd., Ste. G
Coeur d'Alene, ID 83814
P: (208) 714-4544
F: (208) 292-4453

1411st Avenue East
Jerome, ID 83336
P: (208) 329-3303
F: (208) 324-3821

Parcel Description

A parcel of land being a portion of Lot 2, Block 1, Rodeo Subdivision, Book 72, Pages 7413-7414, Ada County Records, located in the N1/2 SW1/4 of Section 18, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the W1/4 corner of said Section 18, from which the southwest corner of said Section 18, bears South 00°12'07" West, 2650.40 feet;

Thence South 00°12'07" West, coincident with the west line of the SW1/4 of said Section 18, a distance of 591.00 feet;

Thence South 89°28'11" East, coincident with the prolongation of and the north line of said Lot 2, a distance of 1234.19 feet to the **POINT OF BEGINNING**;

Thence coincident with said north line of Lot 2 the following 3 (three) courses:

Continuing South 89°28'11" East, coincident with the north line of said Lot 2, a distance of 129.82 feet to a 1/2 inch rebar/no cap and the beginning of a tangent curve to the right;

Southeasterly, coincident with said curve to the right, a distance of 31.42 feet, with a radius of 20.00 feet, a central angle of 90°00'00", subtended by a chord bearing South 44°28'11" East, 28.28 feet to a 1/2 inch rebar/no cap and the beginning of a reverse curve to the left;

Southeasterly, coincident with said curve to the left, a distance of 78.54 feet, with a radius of 50.00 feet, a central angle of 90°00'00", subtended by a chord bearing South 44°28'11" East, 70.71 feet to a 1/2 inch rebar/no cap;

Thence leaving said north line, South 49°55'50" East, 576.35 feet to the east line of said Lot 2;

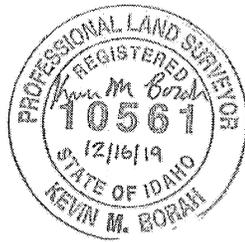
Thence South 00°15'04" West, coincident with said east line, 293.77 feet to the southeast corner of said Lot 2 and the south line of the NE1/4 SW1/4 of said Section 18;

Thence North 89°39'42" West, coincident with the south line of said Lot 2 and said NE1/4 SW1/4, a distance of 640.95 feet to the SW1/16 corner of said Section 18, marked by a 5/8 inch rebar/cap PE-LS 3260;

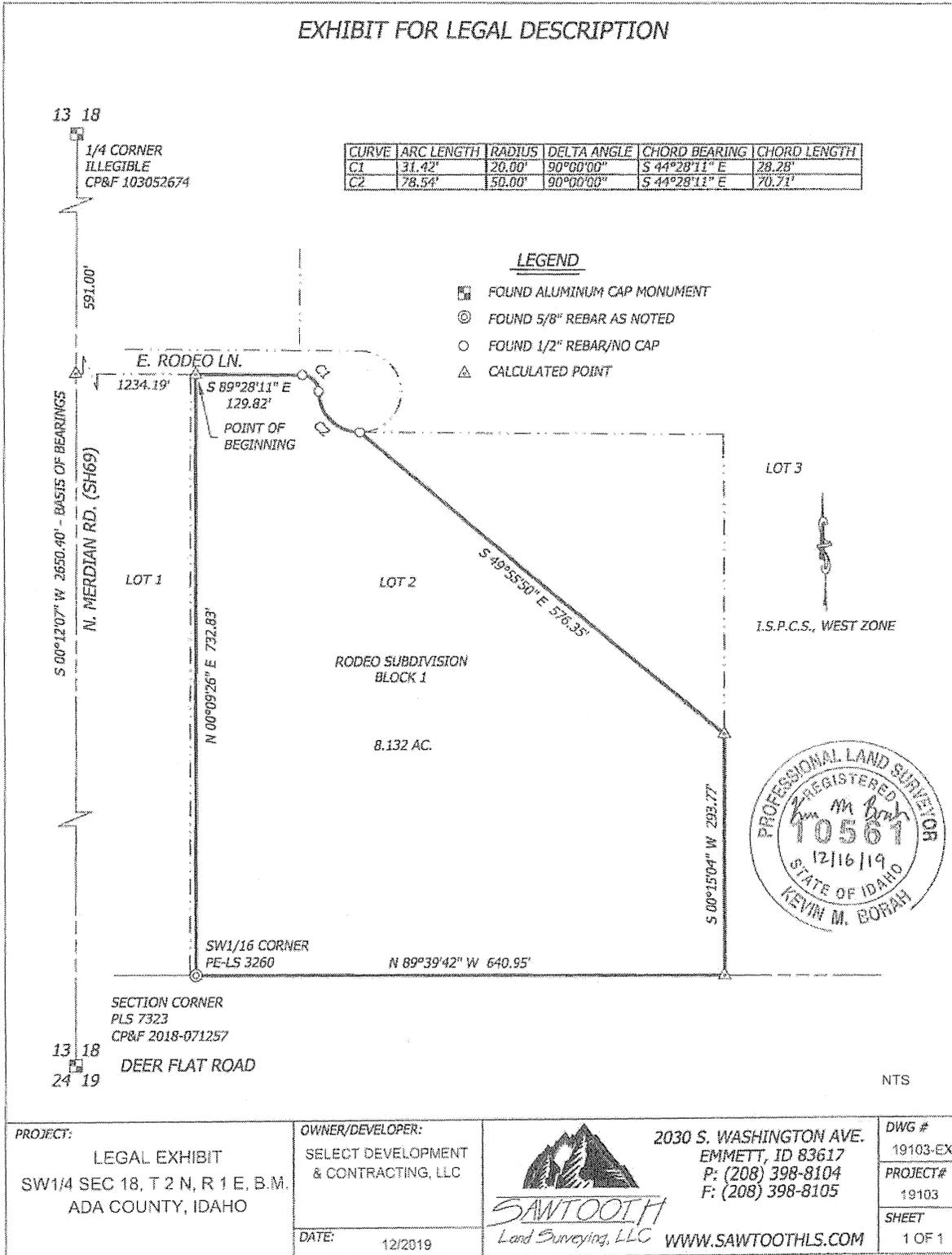
Thence North 00°09'26" East, 732.83 feet to the **POINT OF BEGINNING**.

The above described parcel contains 8.132 acres, more or less.

BASIS OF BEARING for this description is South 00°12'07" West between the W1/4 corner and the southwest corner of Section 18, located in T. 2 N., R. 1 E., B.M., Ada County, Idaho. I.S.P.C.S., West Zone.



P:\2019\19102-RODEO SUB KUNA\Survey\Drawings\Descriptions\For Billy\Golden to Select Legal.docx.docx
Page | 2





Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
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Jerome, ID 83336
P: (208) 329-5303
F: (208) 324-3821

June 18, 2018
2.28 Acre Parcel Description

BASIS OF BEARINGS for this description is South 89°35'05" East, between an illegible aluminum cap marking the NW Corner of Section 19, and a brass cap PLS 8575, marking the North 1/4 Corner of said Section 19, both in T. 2 N., R. 1 E., B.M., Ada County, Idaho.

A parcel of land lying within Government Lot 1, Section 19, T. 2 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at an illegible aluminum cap marking the NW Corner of said Section 19;

Thence South 89°35'05" East, coincident with the north line of said Government Lot 1, Section 19, a distance of 882.73 feet to the **POINT OF BEGINNING**;

Thence continuing South 89°35'05" East, coincident with said north line of Government Lot 1, Section 19, a distance of 335.00 feet to the W1/16 of said Section 19;

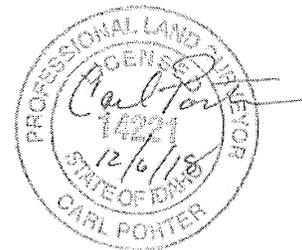
Thence leaving said north line of Government Lot 1, Section 19, South 0°48'31" West, coincident with the east line of said Government Lot 1, Section 19, a distance of 534.53 feet;

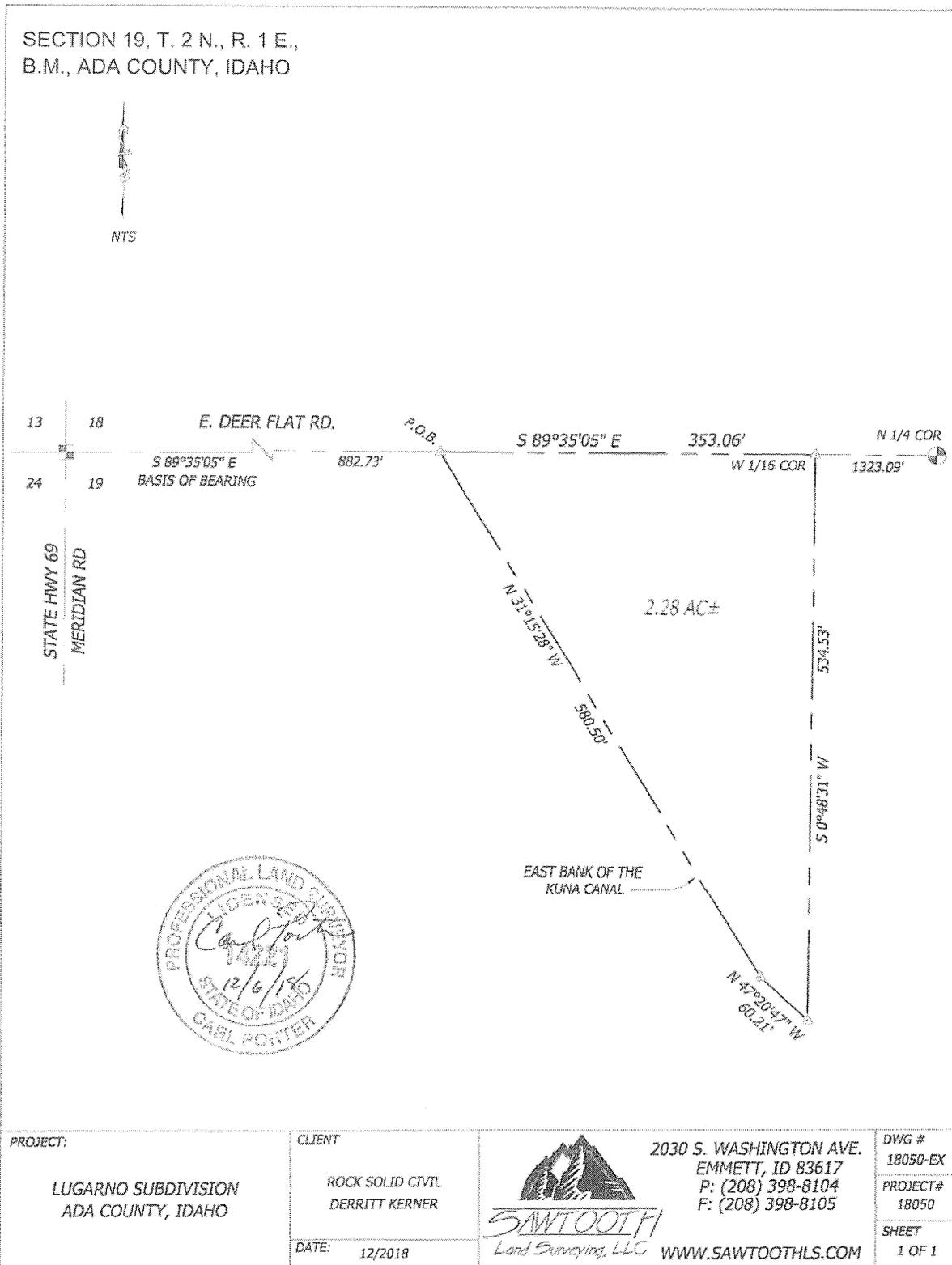
Thence leaving said east line of Government Lot 1, Section 19, North 47°20'47" West, 60.21 feet to the east bank of the Kuna Canal;

Thence North 31°15'28" West, coincident with said east bank of the Kuna Canal, 580.50 feet to the **POINT OF BEGINNING**.

Less any rights of way and/or easements.

The above described parcel of land contains 2.28 acres, more or less.





PATAGONIA EAST PRELIMINARY PLAT

OVERALL SITE

LOCATED IN SECTIONS 7, 8 AND 17, T.2N., R.1E., B.M., ADA COUNTY, IDAHO

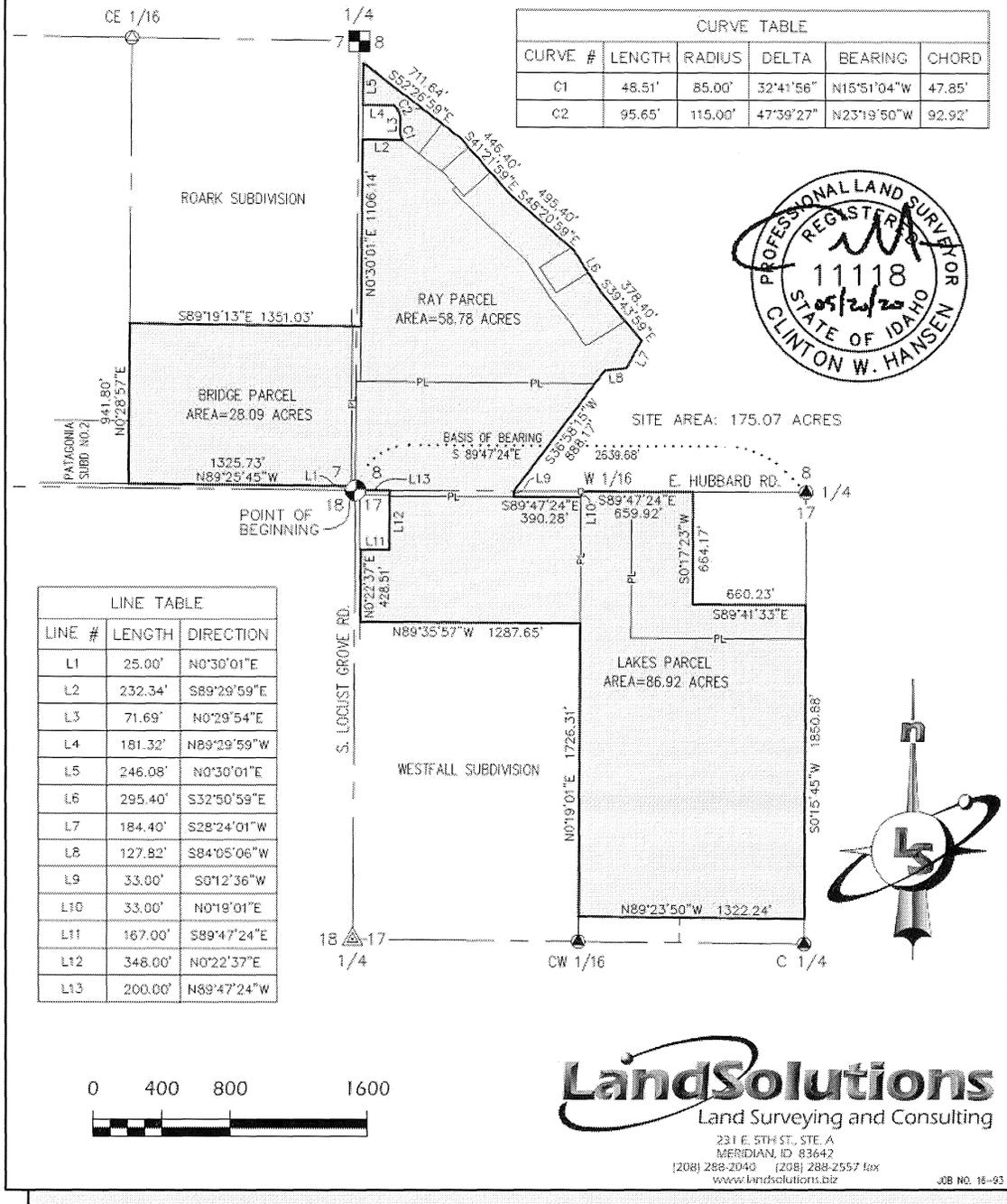


EXHIBIT C CITY SEWER REIMBURSEMENT POLICY

RESOLUTION NO. R85-2019 CITY OF KUNA, IDAHO

CITY SEWER REIMBURSEMENT POLICY

1. PURPOSE

- 1.1. A resolution of the City of Kuna (City) setting forth a reimbursement policy that repeals and replaces Resolution No. R79-2017 and provides a cost sharing mechanism between a Sponsoring Developer and the City of Kuna. Reimbursements are limited to the direct material cost of installing sewer master plan trunk line pipe and sewer lift stations with nominal capacities greater than required by the Sponsoring Developer's project.

2. DEFINITIONS

- 2.1. Sponsoring Developer: a company or individual responsible for the development.
- 2.2. City: a municipal organization named City of Kuna, located in Kuna, Idaho.
- 2.3. To and Through: utilities shall be extended to the furthest part of the development and terminated to accommodate extension by subsequent developments.
- 2.4. Equivalent Dwelling Unit (EDU): the average sewer demand from an average residence. Listed as 207 GPD in the 2017 Sewer Master Plan.
- 2.5. Average Day Demand (ADD): the average sewer use or projected use of the Sponsoring Developer's project.
- 2.6. Peak Day Demand (PDD): Peak Day Demand is the Average Day Demand multiplied by a peaking factor determined by the City Engineer. Current sewer peaking factor is 2.82, 2017 City of Kuna, Idaho Sewer Master Plan.
- 2.7. Nominal (pipe) Diameter Needed: the minimum standard pipe diameter with sufficient transmission capacity to carry the Sponsoring Developer's Peak Day Demand. Nominal Diameter must be equal to or greater than 8 inches in diameter.
 - 2.7.1. The Nominal Pipeline Diameter shall be determined by an Idaho registered Professional Engineer utilizing a sewer modeling program compatible with the City of Kuna's sewer model.
 - 2.7.2. Nominal capacity- sewer lift station: the capacity of a sewer lift station shall be determined by an Idaho registered Professional Engineer and shall include all capacities required to satisfactorily remove sewage from the Sponsoring Developer's project, through a force main and to the City of Kuna's wastewater treatment plant.
- 2.8. Sewer lift station: a sewage pumping station that adds pressure head to overcome elevation differences.
- 2.9. Master Plan Trunk Line: a sewer main, 12 inches or larger diameter, identified in the Master Plan to be part of the major distribution grid.
- 2.10. Force Main Line: also referred to as force main; a sewer main constructed of pressure class pipe that shall convey sewage from a lift station to the City's sewer collection grid.

- 2.11. Sewer Interceptor Fee (SIF): the fee collected when a connection is made to the City of Kuna sewer system.
- 2.12. Property: property of the Sponsoring Developer that shall include the present project phase and future phases of the project identified in the comprehensive project preliminary plat.
- 2.13. Direct Construction Costs: the cost to construct sewer main line distribution system pipe, force main line pipe and the cost to construct a sewer lift station. Limited to materials and labor only.

3. ELIGIBILITY REQUIREMENTS

- 3.1. Reimbursement requests must comply with this resolution.
- 3.2. Reimbursement requests must be submitted to the City at or before the preconstruction meeting.
 - 3.2.1. Reimbursement requests submitted after construction commences may be delayed or denied.
- 3.3. The reimbursement request shall:
 - 3.3.1. Provide at least three (3) verifiable quotes/bids.
 - 3.3.2. Unit costs
 - 3.3.3. Quantities
 - 3.3.4. Provide a comprehensive breakdown of the items included in lump sum items with unit prices
- 3.4. The nominal diameters and capacities must be established with an engineered model compatible with the City's sewer model. Engineering work shall be completed by a competent Idaho registered Professional Engineer with verifiable sewer modeling experience.

4. ELIGIBLE REIMBURSEMENT COSTS

- 4.1. Material (pipe) of greater capacity than required by the development's Peak Day Demand.
- 4.2. Sewer lift stations with more capacity than required by the development's Peak Day Demand.
- 4.3. Pipe reimbursement shall be the direct cost of the pipe provided minus the direct cost of the development's nominal pipe size.
- 4.4. Lift station capacity shall be evaluated by an Idaho registered Professional Engineer. The capacity shall be listed in Equivalent Dwelling Units (EDU). The reimbursement amount shall be the total number of EDUs available minus the development's required number of EDUs (but not less than zero). The City shall pay the direct construction costs of the surplus EDUs to the Sponsoring Developer.
- 4.5. Capacity evaluation calculations shall be provided to the City for verification.
- 4.6. Rock removal at depths exceeding ten (10) feet.
 - 4.6.1. Ten (10) foot depth must be required by the City.
 - 4.6.2. Rock removal must be pre-approved during the project approval process.

4.6.3. A disinterested third party must be on site to evaluate rock excavation and verify quantities.

5. INELIGIBLE COSTS

- 5.1. Engineering
- 5.2. Project management
- 5.3. Rock excavation minus the exception explained in Section 4.6
- 5.4. Connections to existing system
- 5.5. Temporary sewer lift stations, force mains and other temporary apparatus
- 5.6. Mechanical testing
- 5.7. Startup Costs

6. REIMBURSEMENT

- 6.1. Reimbursements for sewer components shall be the cost difference between the nominal pipe diameter and/or the nominal lift station capacity, and the diameters and capacities provided.
- 6.2. Payments shall be amortized over ten years with 4% simple interest.
- 6.3. Payments shall be made at the full annual payment amount each year, unless sufficient funds are not accrued as described in Sections 7 and 8 of this resolution.
- 6.4. If sufficient funds are not available, the available funds shall be distributed proportionally to all reimbursement recipients until available funds are exhausted.
- 6.5. No payments shall be made beyond the ten (10) year reimbursement time frame.
- 6.6. The City reserves the right to accelerate reimbursement payments.

7. FINANCING SEWER FACILITIES

- 7.1. The City generates revenue for financing sewer facilities by assessing each EDU a Sewer Interceptor Fee (SIF) at time of connection or upon issuance of a building permit. The City will evaluate the SIF amount annually and adjust the fee as necessary to fund current and projected sewer facilities reimbursement costs.
- 7.2. The City retains 10% of SIF to fund administration and developer support.

8. REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

- 8.1. Reimbursements shall be paid through a reimbursement agreement (RA).
 - 8.1.1. The RA shall be between the City of Kuna and the Sponsoring Developer.
 - 8.1.2. RA shall be completed within 180 days of project completion and acceptance of the development by the City of Kuna City Council.
 - 8.1.3. The RA shall be evaluated by the Public Works Director, City Engineer and/or qualified designee and presented to the Kuna City Council for approval.
 - 8.1.4. Decisions regarding reimbursement eligibility and the associated amount of reimbursement by the Public Works Director and/or City Engineer shall be final.
- 8.2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not

required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable.

- 8.3. No reimbursement agreement shall reimburse a Sponsoring Developer for construction costs that exceed the eligible reimbursement amounts.
- 8.4. The City retains 10% of SIF (as defined in paragraph 2.11.) to fund administration and developer support.
- 8.5. The Reimbursement Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has been fully reimbursed for the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial ten (10) year term.
- 8.6. Reimbursements will be distributed for ten (10) annual payments after final acceptance of the project.
- 8.7. Depending on the SIF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. If a funding shortfall occurs, available funds shall be distributed proportionally. Reimbursement amounts to each Sponsoring Developer shall not exceed the total eligible reimbursement amount.
- 8.8. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

Adopted by the City of Kuna this 6th day of November, 2019.



 Joe L. Stear, Mayor

ATTEST:



 Chris Engels, City Clerk



EXHIBIT D REIMBURSEMENT COSTS AGREEMENT FORM [TO BE COMPLETED AND SUBSEQUENTLY APPENDED AS PROVIDED IN SECTION 6.5]

City of Kuna / Select Development and Contracting LLC / The West park Company, Inc.

PRECONSTRUCTION SEWER EXTENSION AGREEMENT

REIMBURSEMENT COSTS AGREEMENT

Select Development and Contracting LLC and West park Company, Inc. (“Developers”) and the City of Kuna, pursuant to Section 6.5 of the Preconstruction Sewer Extension Agreement, agree that the Developers’ Eligible Reimbursement Costs are \$_____. This amount is subject to adjustments as provided in the Preconstruction Sewer Extension Agreement, based upon agreed Eligible Reimbursement Costs savings and additional costs that are approved by the Parties.

Dated: _____

City: City of Kuna
an Idaho municipal corporation

By: _____
City Agent

Dated: _____

Developers: Select Development and Contracting LLC
The Westpark Company, Inc.

By: _____
Developer Agent

**RESOLUTION NO. R46-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH JUB ENGINEERING, INC. FOR ASSISTANCE WITH ADMINISTRATION OF THE AMERICAN RESCUE PLAN ACT FUNDS ISSUED TO THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Professional Services Agreement*” with JUB Engineering, Inc. for assistance with administration of the American Rescue Plan Act, in substantially the format as attached hereto as “**EXHIBIT A**”, is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of October, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:**

KUNA engages *CONTRACTOR* to assist the City of Kuna with administration of the American Rescue Plan Act funds issued to the City of Kuna, as detailed in "**Exhibit A**" attached hereto.

2. **KUNA'S RESPONSIBILITIES:**

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

3. **CONTRACTOR'S RESPONSIBILITIES:**

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit A**.

4. **RISK ALLOCATION:**

KUNA agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR*'s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or *KUNA*'s contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and payment.

5. **PAYMENT:**

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount

not to exceed the total sum of **\$50,000** for said services rendered from for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. RIGHT OF CONTROL:

KUNA agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *KUNA* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

9. LICENSES AND LAW:

CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

10. FRINGE BENEFITS:

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

11. WORKER'S COMPENSATION:

CONTRACTOR shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *KUNA* of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. DATE OF COMPLETION:

This contract shall be completed on or before December 31, 2024.

14. WARRANTY:

CONTRACTOR warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless KUNA, its officers, employees, and KUNA-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR*'s negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.
2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by *CONTRACTOR*'s general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA*'s option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR*'s (or *CONTRACTOR*'s subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which *CONTRACTOR* is not legally liable.

Without limiting *KUNA*'s right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-

year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide *CONTRACTOR* thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. *CONTRACTOR* shall immediately provide notice to *KUNA* in such an event.

KUNA is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

KUNA, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with *KUNA*. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR*'s responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, *KUNA* may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
 - B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR*'s failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, negligent performance of the work covered under this Agreement.

16. NON-WAIVER:

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT:

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES:

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare or termination of this Agreement shall be in accordance with Idaho Code Section 12-117 (1) or recodification or amendment of said statute.

DATED this 15th day of September, 2021

KUNA:

_____ *KUNA*

Joe Stear
Mayor

CONTRACTOR:

By  _____
Lisa M. Bachman, AICP
J-U-B ENGINEERS, Inc.
2760 W. Excursion Lane, Suite No. 400
Meridian, Idaho 83642
Its Area Manager

ATTEST:

_____ *Chris Engels*
City Clerk

WITNESS:

 _____
(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney *KUNA*.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
City of Kuna American Rescue Plan Act Grant Administration
September 2021
Exhibit A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and the CITY OF KUNA (CITY) to which this exhibit and any other exhibits have been attached.

Project Understanding

As a recipient of Coronavirus State Fiscal Recovery Funds, the City of Kuna seeks professional services to assist with grant administration and compliance of the American Rescue Plan Act (ARPA). These services will assist the CITY with assessing and documenting project eligibility, record keeping and reporting.

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 010 – Project Set-up

1. Prepare for and attend one (1) kick-off meeting with City of Kuna staff involved with funding compliance and project execution.
2. Participate in updated guidance efforts through the State of Idaho Controller's Office including webinars, reporting and compliance and technical assistance.

Deliverables:

- a. Kick-off meeting notes
- b. List of links to known technical guidance sources

Task 020 – Project Monitoring

1. Conduct monthly check-ins with City Staff via email, online meetings, or in-person meetings.
2. Develop compliance calendar and checklist with due dates, action items, and required ongoing monitoring activities
3. Create matrix and tracking system of project scope of work, project status, fund expenditures, budgets, and eligibility tracking

Deliverables:

- a. Compliance Calendar and Checklist
- b. Project Tracking Matrix

Task 030 – Reporting Documents

1. J-U-B will prepare required reporting documents. It is anticipated that annual reporting will be required. J-U-B will assist the City of Kuna with keeping information updated and compiling required information to be included in the reports (see Task 020).

Deliverables:

- a. Annual Report content

Task 040 – File Documentation & Recordkeeping

1. Develop structure for file and recordkeeping documentation
2. Maintain records and tracking information for the City’s records and use

Deliverables:

- a. File structure set-up
- b. Records and documentation for project file

Assumptions:

1. The CITY will provide timely information and updates to J-U-B.
2. The CITY will conduct budget and expense tracking.
3. J-U-B will provide information for reports and CITY will submit reports to required agencies.
4. CITY is responsible for notifying and involving applicable City staff.
5. Request for grant funds, labor monitoring, permitting, construction monitoring, or environmental are not included in the scope of work. The scope of work will help the CITY provide compliance documentation showing funds provided to the CITY were applied to eligible expenses.

PART 2 - SCHEDULE OF SERVICES

- A. The scope of services is anticipated to be complete by December 31, 2024. The identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

PART 3 - BASIS OF FEE

- A. CITY shall pay J-U-B for the identified Basic Services as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B’s services will be based upon J-U-B’s estimate of the percentage of the total services actually completed during the billing period.

Fees:

Task Number	Task Name	Fee Type	Amount
010	Project Set-up	Lump Sum	\$8,500
020	Project Monitoring	Lump Sum	\$15,500
030	Reporting Documents	Lump Sum	\$13,000
040	File Documentation & Recordkeeping	Lump Sum	\$13,000
			Total: \$50,000

- B. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

**RESOLUTION NO. R47-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROCUREMENT POLICY; AND AUTHORIZING THE MAYOR TO SIGN SAID DOCUMENT.

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

Section 1. The *Procurement Policy*, attached hereto as “**EXHIBIT A**” is hereby approved by the City of Kuna, Idaho as the grantee of said easement.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to sign said document on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of October, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Exhibit A

CITY OF KUNA, IDAHO

PROCUREMENT POLICY

ADOPTED: [INSERT DATE OF ADOPTION]

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INTRODUCTION

This procurement policy is intended to acquaint the City of Kuna officials with procedures and requirements for the acquisition of goods, services, and public works construction in compliance with Idaho law. The procurement procedures in this policy establish the various requirements for bidding on public works; for purchasing materials and supplies unrelated to public works; and for purchasing architectural, engineering, or landscape architectural services. Purchasing personnel should be diligent in practicing good stewardship of public resources.

SECTION 1: DEFINITIONS

- 1.1 **City:** Means and refers to the City of Kuna, a public entity of the State of Idaho.
- 1.2 **Professional Services:** Means and refers to Engineering, Architectural, Landscape Architecture, and Construction Management and Professional Land Surveying services including services by persons licensed pursuant to Chapters 3, 12, 30 and 45, Title 54 Idaho Code.
- 1.3 **Building Construction:** All work in connection with any structure now built, being built, or hereafter built, for the support, shelter and enclosure of persons, chattels, personal or movable property of any kind, requiring in its construction the use of more than two (2) unrelated building trades or crafts.
- 1.4 **Heavy Construction:** Is constructing substantially in its entirety any fixed works and structures (not including "building construction"), without limitation, for any or all of the following divisions of subjects: irrigation, drainage, sanitation, sewage, water power, water supply, reservoirs, flood control, reclamation, inland waterways, railroads, grade separations, track elevation, elevated highways, hydroelectric developments, aqueducts, transmission lines, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, drainage, excavation and disposal of earth and rocks, foundations, piers, abutments, retaining walls, viaducts, shafts, tunnels, airports, air bases and airways, and other facilities incidental to the same.
- 1.5 **Highway Construction:** All work included in highway construction contracts, including, without limitation, highways, roads, streets, bridges, tunnels, sewer and street grading, street paving, curb setting, surfacing and other facilities incidental to any of the same.
- 1.6 **Personal Property:** Every kind of property that is not real property.
- 1.7 **Personal or Professional Services:** Services requiring special skill or technical learning performed by an independent contractor.
- 1.8 **Procurement:** The acquisition of personal property by sale or lease or the purchase of services or public works construction for use by the City.
- 1.9 **Professional Design and Construction Services:** Professional engineering, architectural, landscape architecture, construction management, and professional land surveying services

performed by an independent contractor in association with Public Works Construction.

- 1.10 Professional Engineer:** A person duly licensed as a professional engineer by the Idaho Board of Licensure of Professional Engineers and Professional Land Surveyors.
- 1.11 Public Works Construction:** Any form of construction as defined in I.C. § 54-1901(2)(c), including heavy construction, highway construction, building construction, or specialty construction. The construction, alteration, or repair of any City building or improvements is public works construction.
- 1.12 Sole Source Expenditure:** A procurement of personal property for which only one source is reasonably available.
- 1.13 Specialty Construction:** Any work in connection with any public works construction requiring special skill and the use of specially skilled trades or crafts.

SECTION 2: PURCHASES EXEMPT FROM COMPETITIVE BIDDING

- 2.1. Purchases Exempt from Competitive Bidding:** The City may make procurements through cooperative purchasing agreements (pursuant to I.C. § 67-2807) that are competitively bid by the federal government, state of Idaho, or another Idaho unit of local government. Procurements made through such cooperative purchasing agreements are deemed to have been acquired consistent with Idaho procurement statutes. Other exemptions from competitive bidding include:
 - 2.1.1** Payment of wages or compensation to City employees, officials or agents for the performance of personal services.
 - 2.1.2** Procurement of personal or professional services to be performed by an independent contractor for the political subdivision (e.g. computer programming, legal services and design services—note, qualifications-based selection is still required for selection of architects, engineers, landscape architects, land surveyors, and construction managers. See I.C. §67-2320 for further information.)
 - 2.1.3** Procurement of an interest in real property (e.g. purchasing land or renting a building).
 - 2.1.4** Procurement of insurance (e.g. buying health insurance or becoming an ICRMP member).
 - 2.1.5** Costs of participation in a joint powers agreement with other units of government.
 - 2.1.6** Contracts for services or personal property purchases for less than \$50,000, provided the contracts or purchases are in the best interest of the City.
 - 2.1.7** Procurement of used personal property.
 - 2.1.8** Procurement from federal government general services administration (GSA)

schedules or federal multiple award schedules (MAS).

- 2.1.9 Procurement of personal property or services through contracts entered into by the division of purchasing of the department of administration of the state of Idaho.
- 2.1.10 Procurement of goods for direct resale.
- 2.1.11 Procurement of travel and training.
- 2.1.12 Procurement of goods and services from Idaho correctional industries.
- 2.1.13 Procurement of repair for heavy equipment.
- 2.1.14 Procurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law.
- 2.1.15 Procurement of public utilities.
- 2.1.16 Procurement of food for use in jails or detention facilities.
- 2.1.17 Procurement of used equipment at an auction. I.C. §67-2803.

SECTION 3. PURCHASING SERVICES AND PERSONAL PROPERTY

3.1 Procuring Services and Personal Property: There are two procurement options for procuring services or personal property: (i) the competitive bidding process and the (ii) the request for proposal process. Purchasing of services (e.g. janitorial services, landscape maintenance) and personal property (e.g., automobiles, equipment, supplies) follows the process(es) outlined below:

3.1.1 For Purchases Under \$50,000: If the price of the contract or purchase is estimated to be under \$50,000, the City has the discretion to purchase from any vendor believed to provide the best value

3.1.2 Competitive Bidding Process for Purchases Between \$50,000 & \$100,000: When the City contemplates an expenditure to purchase or lease personal property or to procure services, other than personal property or services excluded pursuant to I.C. § 67-2803, Idaho Code, valued at or in excess of fifty thousand dollars (\$50,000) but not to exceed one hundred thousand dollars (\$100,000), the procurement procedures of this subsection shall apply.

3.1.2.1 The City must make a written request for bids (by electronic or physical delivery) to at least three vendors. The request should describe: the personal property or services to be purchased or leased; the method(s) for vendors to submit their bids (again, by either electronic or physical delivery); the date and time by which bids must be received by the clerk or other authorized official; and a reasonable time to respond, with a minimum of at least three (3) business days except in an emergency.

3.1.2.2 Written objections to specifications or bid procedures must be received by the clerk or other authorized official at least one (1) business day before the bids are scheduled to be received.

3.1.2.3 When the bids are received, they are compiled and submitted to the City council for approval of the lowest responsive bid or all bids are rejected. If all bids are rejected the process may be repeated.

3.1.2.4 If the City determines that it is impractical or impossible to obtain three (3) bids, the City may acquire the property in any manner the City deems best from the qualified vendor quoting the lowest price. When fewer than three bids are considered, the City must document its efforts to obtain three bids and maintain this documentation, along with the written trail from solicitation to acceptance of bids, for at least eighteen months after the purchase. If two or more vendors tie for the lowest bid, the council or its authorized official may select either vendor at its discretion.

3.1.3 Competitive Bidding Process for Purchases Greater than \$100,000: When the City contemplates an expenditure to purchase or lease personal property or to procure services, other than personal property or services excluded pursuant to section 67-2803, Idaho Code, valued in excess of one hundred thousand dollars (\$ 100,000), the procurement procedures of this subsection shall apply. *See* I.C. § 67-2806(2).

3.1.3.1 The purchase or lease must be made following a competitive sealed bid process from the qualified vendor submitting the lowest bid in compliance with bidding procedures and meeting the City's specifications. The process begins when the City publishes two notices soliciting bids in the official City newspaper, with the first notice at least two weeks before bid opening and the second notice at least a week prior to bid opening. The notice must succinctly describe the personal property or services to be procured and must state that specifications, bid forms, instructions, contract documents and other information are available upon request to any interested bidder.

3.1.3.2 Written objections by bidders concerning specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before the scheduled bid opening.

3.1.3.3 The City may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the city, including:

- a) Cash,
- b) Cashier's check payable to the City,
- c) Certified check payable to the City, or
- d) Irrevocable bank letter of credit.

3.1.3.4 Any bid received by the City may not be withdrawn after the time set for opening of bids. The sealed bids are opened in public at the date, time and place specified in the published notices and thereafter are compiled and submitted to the City council.

3.1.3.5 The City council may award the contract to the vendor submitting the lowest responsive bid, reject all bids and go through the process again, or it may decide that the goods or services can be purchased more economically on the open market. If two or more bids are the same and are the lowest responsive bids, the City council may accept either in its discretion. The City council may also preauthorize the purchase of equipment at public auction.

3.1.3.6 If the City council chooses to award to a bidder other than the apparent low bidder, the council must declare its reasons on the record and must communicate these reasons in writing to all vendors submitting bids. Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. If objections are received, the purchase is stayed while the City council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, stating its reasons.

3.1.3.7 After completion of the review process, the City may proceed as it determines is in the public interest. If the successful bidder fails to execute the contract, the bid security may be forfeited to the City at the discretion of the council and the proceeds deposited in a designated fund out of which reasonable expenses of procuring substitute performance are paid.

3.1.3.8 Upon failure or refusal of the successful bidder to execute the contract, the City may award to the next lowest qualified bidder. The lowest bidder's security may be applied by the City to the difference between the two bids. The surplus, if any, shall be returned to the lowest bidder if cash or check is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security. I.C. § 67-2806.

3.1.4 Request for Proposal Process: A request for proposal process is an alternative to the competitive bid process for procurement of goods or services for which fixed specifications might preclude discovery of a cost-effective solution, or where a problem may be amenable to several solutions, or price is not the sole determining factor. The City may utilize a request for proposal process as set forth in this section as an alternative to the competitive bidding process set forth above and required by section I.C. § 67-2806. *See* I.C. § 67-2806A.

3.1.4.1 Factors that may be Considered in Evaluation of Vendors: Evaluation of vendors can be based on a variety of factors including innovative solutions, unique product features, price, experience, financial stability, the

ability to perform contract requirements in a timely or efficient manner, the ability to meet product specifications, product quality or performance records, past vendor performance, future product maintenance or service requirements, and product warranties.

3.1.4.2 Basic Requirements for Request for Proposal: At a minimum, the request for proposal should describe the instructions of the process, the scope of work, the selection criteria, contract terms and the scoring methodology to be applied.

3.1.4.3 Solicitation & Notification: The City shall cause to be published in the official newspaper of the City a notice of request for proposals containing a succinct description of the services to be procured, the place for submitting proposals, and the date and time by which proposals must be submitted. The notice shall be published on two (2) occasions, the first no less than two (2) weeks prior to the final date for submitting proposals and the second no less than seven (7) days prior to the final date for submitting proposals. The proposals shall contain information regarding qualifications and performance data of the person or firm submitting the proposal.

3.1.4.4 Records compiled during the scoring process shall be made available for public inspection when the purchasing recommendation is made to the City council. I.C. §67-2806A(4).

SECTION 4. JOINT PURCHASING

- 4.1 Joint Exercise of Purchasing Powers.** The City may purchase personal property or services through competitively bid contracts held by the state of Idaho or any of its political subdivisions by entering into a cooperative agreement for the joint exercise of purchasing powers. Such an agreement shall comply with any applicable provisions of I.C. §§ 67-2326 through 67-2333. The City shall approve such an agreement by resolution and shall declare its reasons for entering into the agreement. After approval of the agreement, the City may forego the bidding process.
- 4.2 Joint Purchasing Agreements.** The City may enter into joint purchasing agreements with the State of Idaho or its political subdivisions. Purchases of personal property by the joint purchasing programs must comply with the competitive bidding law. Goods and services procured by participation in such purchasing agreements and programs shall be deemed as having been acquired in accordance with the competitive bidding process. I.C. § 67-2807.

SECTION 5. PURCHASING PUBLIC WORKS CONSTRUCTION

- 5.1 Authority and Required Use of Public Works Contractors.** Cities are granted express authority to prequalify public works contractors, thus ensuring that contractors have the requisite experience, equipment and personnel to undertake a particular project. The City shall use a licensed public works contractor for jobs over \$50,000. The competitive bidding thresholds for public works construction are described below:

5.2 For Construction Projects Under \$50,000: The City can purchase from any public works contractor believed to provide the best value. I.C. § 54-1903(9).

5.3 For Construction Projects Between \$50,000 & \$200,000:

5.3.1 Solicitation for Bids. The City must submit a written request (by electronic or physical delivery) for bids, describing the work to be done, to at least three (3) licensed public works contractors selected by the City. The request should also specify the method for contractors to submit their bids (either by electronic or physical delivery) and the date, time and place by which bids must be received. The City must allow a reasonable time for bidders to respond: at least three (3) business days, except in an emergency.

5.3.2 Objections. Prospective bidders may submit objections to the bidding procedures or specifications up to one (1) business day before bids are scheduled to be received.

5.3.3 Accept Lowest Bid. The City must accept the lowest responsive bid of the licensed public works contractors chosen by the City to submit bids or reject all bids and go through the process again.

5.3.4 Consideration of Fewer than Three Bids. If the City finds it is impractical or impossible to obtain three bids, the City may acquire the work in the manner it deems best from the qualified public works contractor quoting the lowest price. When fewer than three bids are considered, the City needs to document its efforts to obtain three bids, along with the written trail from solicitation to acceptance of bids and must keep the documentation for at least eighteen months after the contract is awarded. If two or more contractors submit the same low bid, the City council or its authorized official may select whichever contractor it desires.

5.4 For Construction Projects Over \$200,000: The purchase of construction services shall be made pursuant to a competitive sealed bid process with the purchase to be made from the qualified public works contractor submitting the lowest bid price complying with bidding procedures and meeting the prequalifications, if any are provided, established by the bid documents. Competitive bidding for public works may proceed through either of two (2) alternative procedures as set forth below:

5.4.1 Category A: Under this category, the City must accept bids from any licensed public works contractor, and the City may only consider:

- a) The amount of the bid.
- b) The bidder's compliance with administrative requirements.
- c) Whether the bidder holds the requisite public works contractor's license.

5.4.1.1 Notification. The City must publish two (2) notices soliciting bids in the official City newspaper, the first at least two weeks before bid opening and the second at least a week before bid opening. The notices must succinctly describe the project to be constructed and inform prospective bidders that

specifications, bid forms, instructions, contract documents and other materials are available upon request for a reasonable copying fee.

5.4.1.2 Objections. Written objections to specifications or bidding procedures must be received by the clerk or other authorized official at least three (3) business days before scheduled bid opening. The clerk/authorized official or City council must respond, in writing, to the objector and all other prospective bidders, adjusting the timeframe for submission of bids if necessary.

5.4.1.3 Bid Security. The City may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the City, which may include:

- a) Cash,
- b) Cashier's check payable to the City,
- c) Certified check payable to the City, or
- d) Irrevocable bank letter of credit.

5.4.1.4 Sealed Bids. Submitted bids must be sealed, with an indication on the outside identifying the project. Any bid received by the City may not be withdrawn after the date and time of bid opening. The sealed bids are opened in public at the date, time and place specified in the published notices and thereafter are compiled and submitted to the City council.

5.4.1.5 Award of Contract. The City council awards the contract to the qualified bidder submitting the lowest responsive bid or may reject all bids and re-bid the project. The City council may also, after determining it to be true, declare that the project can be performed more economically by purchasing goods and services on the open market. If identical bids are submitted and are the low bid, the city council may choose the bidder it prefers. If no bids are received, the City council may procure without further competitive bidding procedures.

5.4.1.6 If the City council chooses to award to a bidder other than the apparent low bidder, the City council must declare its reasons on the record and must communicate these reasons in writing to all those submitting bids.

5.4.1.7 Participating bidders that object to such award, they have seven (7) calendar days from the date of transmittal of the notice to respond in writing with their objections. The procurement is stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, as it deems to be in the public interest.

5.4.1.8 Failure to Execute. If the successful bidder fails to execute the contract, the bid security may be forfeited to the city and the proceeds may be

deposited in a designated fund out of which the expenses of procuring substitute performance are to be paid. If the successful bidder refuses or fails to execute the contract, the city may award the contract to the qualified bidder submitting the next lowest responsive bid. If this occurs, the original contractor's security may be applied to the difference between the two bids, and any surplus remaining must be returned to the original contractor if cash or check is used (less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the security).

5.4.2 Category B: Under Category B, bidding is open only to those licensed public works contractors meeting the required qualifications established by the City. This process consists of two stages: the first establishing a list of prequalified contractors, and the second where sealed bids are submitted from prequalified contractors.

5.4.2.1 Prequalification Process. To start the prequalification process, the City must publish notice of prequalification of contractors twice in the official newspaper, providing a date and time by which statements of qualifications must be received and the standards for evaluating qualifications of prospective bidders. The first publication must be at least two (2) weeks before the deadline and the second publication at least one (1) week before the deadline. The City may establish prequalification standards based on the following criteria:

- a) Demonstrated technical competence;
- b) Experience constructing similar facilities;
- c) The contractor's prior experiences with the City;
- d) The contractor's available non-financial resources, equipment and personnel as they relate to the particular project; and
- e) The contractor's overall performance history.

5.4.2.2 Consideration of Prequalification. Licensed contractors desiring to be prequalified must submit a written response to the City's request for qualifications. Written objections to prequalification procedures must be received by the clerk or other authorized official at least three (3) business days before statements of qualifications are due. The clerk/authorized official or City council must respond to the objections in writing, to all those seeking to prequalify, adjusting the timeframe for submission of statements of qualifications if necessary.

5.4.2.3 After reviewing statements of qualifications, the City may select the licensed contractors meeting its criteria. The City must provide a written explanation to any licensed contractor that fails to meet the prequalification standards.

- 5.4.2.4 Appeals.** Any licensed contractor that fails the prequalification stage can appeal to the City council within seven (7) days after transmittal of the prequalification results. If the council upholds the decision, it must state its reasons on the record. Decisions of the City council may be appealed to the public works contractor licensing board no more than fourteen (14) days following any decision on appeal made by the council.
- 5.4.2.5 Notice of Request for Bids.** After the conclusion of the prequalification stage, the bidding stage commences by a notice of the time, date and place of the public opening of bids.
- 5.4.2.6 Prequalified Prime Contractor.** If the City is seeking a prequalified prime contractor, the notice is sent to the prequalified prime contractors at least two (2) weeks prior to bid opening.
- 5.4.2.7 Prequalified Specialty or Subordinate Contractor.** If the City is seeking a prequalified specialty or subordinate contractor, then the notice is published, with the first publication at least two (2) weeks prior to bid opening and the second publication at least one (1) week prior to bid opening.
- 5.4.2.8 Notification Requirements.** The notice must succinctly describe the project and indicate that copies of specifications, bid forms, instructions, contract documents and general and special instructions are available upon request and payment of a reasonable copying fee.
- 5.4.2.9 Sealed Bids.** Sealed bids must be presented to the clerk or other authorized official, with a concise statement on the outside indicating the particular project.
- 5.4.2.10 Objections to Specifications or Procedures.** Written objections to the specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before the scheduled bid opening.
- 5.4.2.11 Bid Security.** The City may require bid security of at least five percent (5%) of the amount of the bid. If security is required, a bid may not be considered unless security is included in the form required by the city, including:
- a) Cash,
 - b) Cashier's check payable to the City,
 - c) Certified check payable to the City, or
 - d) Irrevocable bank letter of credit.

5.4.2.12 Any bid received by the City may not be withdrawn after the date and time of bid opening.

5.4.2.13 Opening of Bids. The sealed bids are opened in public at the date, time and place specified in the notice, and are then compiled and submitted to the City council for award.

5.4.2.14 Award of Contract After Prequalification. In its discretion, the council awards to the prequalified bidder submitting the lowest bid; rejects all bids and re-bids the project; or declares that the project can be performed more economically by purchasing goods and services on the open market. If identical low bids are received, the City council may choose the bidder it prefers. If no bids are received, the council may purchase without further competitive bidding. If the City council chooses to award to a bidder other than the apparent low bidder, the council must declare its reasons on the record and communicate these reasons in writing to those submitting bids.

5.4.2.15 Objections. Participating bidders have seven (7) calendar days from the date of transmittal of the notice to respond in writing with their objections. The procurement must be stayed while the City council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, as it deems in the public interest, stating its reasons.

5.4.2.16 Failure of Successful Bidder to Execute Contract. If the successful bidder fails to execute the contract, the bid security may be forfeited to the City and the proceeds may be deposited in a designated fund out of which the expenses of procuring substitute performance are paid. The City may thereafter award the contract to the qualified bidder submitting the next lowest responsive bid. If this occurs, the original contractor's security may be applied to the difference between the two bids, and any surplus remaining must be returned to the original contractor if cash or check is used (less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the security). I.C. § 67-2805.

5.4.2.17 Relief from Bids. If a bidder has made a clerical or mathematical mistake on a bid, the bidder may be eligible to be released from the bid provided the City receives written notice within five (5) calendar days of the opening of the bids.

5.4.2.19.1 The City must be satisfied that a material mistake has actually been made. The bidder will not be allowed to rebid on that project. Any bid security will be returned by the City. Bidders failing to execute a contract and not satisfying the conditions of a mistake shall forfeit any bid security.

5.4.2.19.2 If the City determines that a bidder is entitled to relief, it shall prepare a written report documenting the facts. The report is

to be available for inspection as a public record and filed with the City.

5.4.2.19.3 If the second lowest responsible bidder fails or refuses to execute the contract, the City may likewise award it to the next lowest responsible bidders. On the failure or refusal of the second or next lowest responsible bidders to execute a contract, their bidder's security shall be likewise forfeited.

5.4.2.18 A City may determine it is in its best interests to cancel and rebid the public works project and retain any forfeited bid security. I.C. § 67-2805(2)(b)(xi).

5.4.2.19 When contracting for public works construction, the City may not require that a contractor, subcontractor, material supplier or carrier pay its employees a predetermined wage rate or specific employee benefits unless required by state or federal law. The City shall ensure that neither they nor any agent working on their behalf require or prohibit bidders to enter into or adhere to any agreement with labor organizations. I.C. § 67-2809.

5.5 Use of Licensed Public Works Contractors. Idaho law requires the City to use licensed public works contractors for public works construction over \$50,000. I.C. § 54-1901(c).

5.6 Naming of Subcontractors. General contractors must include in their bids the names and addresses of the subcontractors responsible for plumbing, heating and air conditioning, and electrical work under the contract. Subcontractors named by the general contractor must possess the appropriate licenses or certificates of competency issued by the state of Idaho covering the contractor work classification in which each respective subcontractor is named. Failure of a general contractor to name subcontractors renders any bid submitted by the contractor unresponsive and void.

In the event the general contractor secures the contract and is unable to finalize the terms of agreement with a subcontractor for any reason other than cost the general contractor shall name another subcontractor by written notification within ten (10) days of being awarded the public works contract. The general contractor must disclose to the City the cost of work to be performed by the substitute subcontractor, and if less than the original subcontractor's bid, the reduction in cost must be passed on to the City. I.C. §67-2310(3).

5.7 Performance and Payment Bonds. Pursuant to Idaho law, the contractors selected for public works construction projects equal to or greater than \$50,000 shall be required to provide performance and payment bonds:

5.7.1 Performance bond of at least 85% of the contract amount, conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions, solely for the protection of the city.

5.7.2 Payment bond of at least 85% of the contract amount, solely for the protection of persons supplying labor, materials or renting, leasing or otherwise supplying

equipment to the contractor or subcontractors.

- 5.7.3** If the City requires performance or payment bonds in excess of 50% of total contract amount, it shall not withhold from the contractor or subcontractor any amount exceeding 5% of the total amount payable as retainage. The City shall release to the contractor any retainage for those portions of the project accepted by the City and the contractors as complete with thirty (30) days after such acceptance.
- 5.7.4** If the City fails to obtain the necessary payment bond as required to make payment, upon demand, to all persons supplying materials or labor under the contract, such persons have a right of action against the City for up to one year after the materials and/or labor were furnished. I.C. § 54-1928.
- 5.8 Use of City Employees for Public Works Construction.** In accordance with Idaho law, the City may undertake public works construction projects with City employees (whether permanent or temporary). City employees are exempt from the requirements for public works contractor licensing. Since the local government purchasing law expressly exempts "disbursement of wages" to any City employee from the requirements for competitive bidding, the City is only required to go through the competitive bidding process for any materials or equipment purchased for the project. I.C. §. 67-2803.

SECTION 6. PENALTIES FOR PUBLIC OFFICIALS VIOLATING THE LAW

- 6.1** Penalties for public officials who violate the law fall into two categories:
- 6.1.1** There is a civil penalty of up to \$5,000 for public agencies who willfully or knowingly avoid compliance with the competitive bidding law by contracting with unlicensed or improperly licensed contractors (the fine is paid by the city). I.C. § 54-1914.
- 6.1.2** A criminal penalty of up to one year in jail and a \$5,000 fine exists for officials who knowingly let a public works contract to an unlicensed contractor, unless, however, there is no qualified bidder willing to undertake the public works covered by the contract. I.C. § 54-1920.
- 6.1.3** There is a civil penalty of up to \$5,000 for officials who willfully or knowingly avoid compliance with the competitive bidding law by willfully or knowingly splitting or separating purchases or work projects with the intent of avoiding compliance with such statutes (the fine is paid by the city). I.C. § 59-1026.

SECTION 7. EMERGENCY AND SOLE SOURCE PROCUREMENT

- 7.1 Emergency Expenditures.** The City council may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if:
- 7.1.1** A great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster.

- 7.1.2 It is necessary to do emergency work to prepare for the national or local defense.
- 7.1.3 It is necessary to do emergency work to safeguard life, health or property.
- 7.2 Once the council declares an emergency, the City may proceed to purchase without competitive bidding.
- 7.3 **Sole Source Expenditures.** In the case of sole source procurement, the council must declare that there is only one (1) source reasonably available for the public works construction, services or personal property to be acquired, which includes:
- 7.3.1 Where public works construction, services or personal property is required to respond to a life-threatening situation or a situation that is immediately detrimental to the public welfare or property.
- 7.3.2 Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.
- 7.3.3 Where a sole supplier's item is needed for trial use or testing.
- 7.3.4 The purchase of mass-produced movies, videos, books or other copyrighted materials.
- 7.3.5 The purchase of public works construction, services or personal property for which it is determined there is no functional equivalent.
- 7.3.6 The purchase of public utility services.
- 7.3.7 The purchase of products, merchandise or trademarked goods for resale at a local government facility.
- 7.3.8 Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.
- 7.4 **Notice.** For sole source procurement, the City council shall declare that there is only one (1) vendor for the public works construction, services or personal property to be acquired, and then publish notice of the sole source procurement in the official newspaper at least fourteen (14) days before awarding the contract (publication is not required in the case of a life-threatening situation or a situation that is immediately detrimental to public welfare or property). I.C. § 67-2808.

SECTION 8. RECIPROCAL PURCHASING PREFERENCE LAW

- 8.1 **Reciprocal Preference.** The City shall operate in accordance with Idaho's "reciprocal preference" system which adds to the bids of out-of-state bidders the same percentage that the bidder's home state provides as preference for in-state vendors.
- 8.2 **Application.** This applies to bids for procurement of public works, materials, supplies, services or equipment that are competitively bid. Preferences do not apply to sole source or emergency purchases. I.C. § 67-2348, I.C. § 67-2349.
- 8.3 **Out-of-State Bidder.** If the City shall let for bid any contract for purchase of any materials,

supplies, services or equipment, the bidder domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible bidder domiciled in Idaho as would be required for such an Idaho domiciled bidder to succeed over the bidder domiciled outside Idaho on a like contract being let in his domiciliary state.

8.3.1 The purchasing preference is only added to the amount of the bid for the purpose of determining the low bidder, and the City does not pay that amount to the low bidder.

8.4 To be Considered an Idaho Domiciled Bidder. For the purposes of this section, any bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder, provided that there exists for a period of one (1) year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant economic presence shall consist of the following:

8.4.1 That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and

8.4.2 If a corporation be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

8.5 Paper Product Bids. In the evaluation of paper product bids, those items that meet recycled content standards may be given not more than a five percent (5%) purchasing preference. As such, those qualifying paper products may be considered to cost five percent (5%) less when choosing the lowest responsible bidder. I.C. § 67-2349.

SECTION 9. SALES & USE TAX EXEMPTION

9.1 Exempt Status. Pursuant to Idaho law, the City is exempt from Idaho use and sales tax. Therefore, the City is not required to pay sales tax or use tax for many procurements.

9.2 Sales Tax Resale or Exemption Certificate. When making procurement purchases, the City must provide the merchant with a completed Sales Tax Resale or Exemption Certificate (ST-101) in order to receive the tax exemption. Once provided, merchants are required to retain this form in their records, and future purchases through this same merchant should be exempted without providing a new form.

9.2.1 By way of explanation, under Section 3 of this form (which is title “Exempt Buyers”) the City should check the box titled “Government (U.S./Idaho).”

9.3 Tax Exempt Cash Purchases. For tax exempt cash purchases the City should complete form ST-104G, which must be signed by the purchasing agent as well as the buyer.

9.4 Tax Exempt Lodging Accommodations. When a City official on a City business pays for hotel lodging using city credit card, the City is required to complete form ST-104-HM. However, cash payments, or payments made with personal credit cards and reimbursed to

the traveling City official are subject to sales tax.

- 9.5 Out of State Purchases that are Delivered in Idaho.** Purchases from out-of-state vendors that are delivered within Idaho are tax exempt. If the out-of-state vendor is registered to collect Idaho state sales tax, the City must provide a valid and completed form ST-101 to the out-of-state vendor. However, if the City purchases an item from an out-of-state vendor, and the City takes possession of that item outside of Idaho, then the law of the state where possession is taken shall apply for the payment of sales tax, if any is owed.
- 9.6 Contractors Not Exempt.** Prime and subcontractors performing a service for the City are not tax exempt merely because they are performing a service for the City. The contractor must pay sales tax for purchases of supplies or equipment, or must pay use tax to the state if any items are purchased without paying tax or materials are directly received from a governmental entity.

SECTION 10. QUALIFICATIONS-BASED SELECTION OF DESIGN PROFESSIONALS

- 10.1 Qualifications-Based Selection.** The City shall make selections for professional engineering, architectural, landscape architecture, construction management, and professional land surveying services on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services. This process differs from competitive bidding because selection is based upon qualifications and demonstrated competence, not merely the submission of the lowest bid.
- 10.2 Application.** This section shall apply to the procurement of professional design and related services for a public works construction project, including professional engineering, architectural, landscape architecture, construction management, construction manager/general contractor and professional land surveying services involving expenditure of more than \$50,000.
- 10.2.1** For projects under \$50,000, the City may use, but is not required to use, the process outlined below.
- 10.3 Procedure.** The City shall follow the following procedure for selecting a person or firm to perform professional design services that involve expenditure of more than \$50,000.
- 10.3.1 Establish Selection Criteria.** Before seeking applications, the City shall establish criteria, procedures, and qualifications it desires for the services being sought.
- 10.3.2 Notice.** The City shall prepare and publish a Request for Qualifications (RFQ) twice, the first publication at least two (2) weeks before the deadline for submission of statements of qualifications, the second publication at least one (1) week before the deadline, in the official newspaper. The RFQ does not include price information, since this is negotiated with the top-ranked firm once the scope of the project has been fully defined. The RFQ includes the following:
- 10.3.2.1** A brief description specifying the type, scope, and location of the

project, along with the projected project completion date.

- 10.3.2.2** A description of the professional services required.
- 10.3.2.3** The criteria used to evaluate firms submitting statements of qualifications, specifically: prior experience in similar projects, familiarity with federal and state laws and regulations, experience with certain types of grants, etc.
- 10.3.2.4** That specifications, instructions, and other documents are available to interested persons.
- 10.3.2.5** That interested persons should submit statements of qualifications including: a brief history of the firm; experience in similar projects; capability to undertake the project; the names and qualifications of the project team; familiarity with the City; project approach and preliminary schedule.
- 10.3.2.6** The deadline for submission of statements of qualifications, the address to which statements should be sent and the name of a contact person to answer questions and provide specifications and instructions.
- 10.3.2.7** The City may request information regarding a person's or firm's rates, overhead and multipliers, if any, but shall not use the information provided for the purpose of ranking in order of preference.

10.3.3 Selecting Firm or Person to Award Contract. After receiving responses to a request for qualifications, the City shall score and rank the responding persons or firms based on their qualifications and demonstrated competence pursuant to the public agency's or political subdivision's established criteria, procedures, and qualifications. The list of ranked respondents, including the scoring used to develop the ranking, shall be made available to the public.

- 10.3.3.1** The City shall select the individual or firm it determines to be best qualified to provide the required services, ranked in order of preference, according to the established criteria.
- 10.3.3.2** The City shall negotiate with the highest-ranking individual/firm to perform the services at a price determined by the City.
- 10.3.3.3** If the City and the preferred individual/firm are unable to agree on contract terms, including price, the city may repeat the process with the second ranked individual/firm. If necessary, the process is repeated by continuing down the list until the City reaches an agreement.

10.4 Prequalified Firms or Persons. The City shall also be permitted to establish a list of prequalified individuals/firms for different types of projects. The list must have at least three prequalified individuals/firms, and the City is required to provide public notice of the prequalification process in the same manner as for the RFQ process (outlined above). When a project comes up, the City can choose the top ranked individual/firm from the prequalified list, rather than going through the public notice and RFQ process each time. I.C. §6 7-2320.

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**RESOLUTION NO. R48-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “ANIMAL WELFARE AND ENFORCEMENT AGREEMENT” WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE 2022 FISCAL YEAR, OCTOBER 1, 2021 TO SEPTEMBER 30, 2022, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Animal Welfare and Enforcement Agreement*” with the Idaho Humane Society for animal control services in the City of Kuna for the fiscal year commencing October 1, 2021 and ending September 30, 2022, pursuant to the terms of said contract, in substantially the format, as attached hereto as “**EXHIBIT A**”, is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of October, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
BY AND BETWEEN
ADA COUNTY, THE CITIES OF BOISE, MERIDIAN, KUNA, EAGLE, AND THE IDAHO
HUMANE SOCIETY**

This Animal Welfare and Enforcement Agreement (this “Agreement”) is entered into by and among the Idaho Humane Society, Incorporated, an Idaho non-profit corporation (“IHS”), Ada County, Idaho, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (“Ada County”), city of Boise City a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Boise”), City of Eagle, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Eagle”); City of Kuna, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Kuna”), City of Meridian, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Meridian”). Ada County, Boise, Eagle, Kuna, and Meridian may sometimes be referred to herein as a “Public Agency” and collectively as “Public Agencies.” IHS or a Public Agency individually may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Public Agencies desire the assistance of a third-party provider to aid in the provision of certain animal welfare and enforcement services, more particularly described in Exhibit A attached hereto and made a part hereof (the “Scope of Service”), which the Public Agencies are authorized to provide pursuant to Idaho Code Sections 50-302, 50-319, 31-714, and various code provisions of the Public Agencies; and

WHEREAS, IHS is uniquely qualified and able to provide the desired services within the territorial limits of the Public Agencies safely and humanely, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- A. Effective Date; Term.** The term of this Agreement is from October 1, 2021 (the “Effective Date”) through September 30, 2022 (the “Termination Date”) (the “Term”).
- B. Purpose; Grant of Authority.** IHS shall be each Public Agency’s animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of that Public Agency’s codes and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and a Public Agency may otherwise subsequently agree in writing. Nothing contained herein shall be interpreted to preclude any Public Agency from contracting separately with IHS for the provision of other services.
- C. Contract Price; Payment; Additional Compensation.**
- 1. Contract Price.** The Parties agree that the overall annual contract fee for IHS’ performance of services as contemplated by this Agreement shall be two million, six hundred forty-two thousand, six hundred eighty-eight dollars (\$2,642,688) with each entity paying its respective annual portion over twelve (12) months as shown below.
 - 2. Contract Payment Portions.** For IHS’ performance of services as contemplated by this Agreement during the Term, each Public Agency shall pay the following amounts to IHS as set forth below:

- a. Ada County's annual portion of the IHS contract is three hundred sixty thousand, three hundred ninety-six dollars (\$360,396), which it agrees to pay to IHS during the term of this contract.
- b. Boise's annual portion of the IHS contract is one million, three hundred ninety-eight thousand, seven hundred three dollars (\$1,398,703), which it agrees to pay to IHS during the term of this contract.
- c. Eagle's annual portion of the IHS contract is one hundred fifty-one thousand, sixty-nine dollars (\$151,069), which it agrees to pay to IHS during the term of this contract.
- d. Kuna's annual portion of the IHS contract is one hundred thirty-four thousand, fifty-two dollars (\$134,052), which it agrees to pay to IHS during the term of this contract.
- e. Meridian's annual portion of the IHS contract is five hundred ninety-eight thousand, four hundred sixty-eight dollars (\$598,468), which it agrees to pay IHS during the term of this contract.

3. Payment. Each Public Agency shall pay such Public Agency's designated portion to IHS in twelve (12) equal monthly installments, each installment payable on or before the 15th of each month during the Term. Under no circumstances shall any Public Agency ever be liable to pay for any portion of the contract price allocated to another Public Agency.

4. Additional Compensation. IHS shall sell animal licenses on behalf of each of the Public Agencies (as applicable) and collect such fees. These fees shall be either retained or remitted to each Public Agency as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall make a good faith effort to collect these animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of each Public Agency to sell its own animal licenses or to permit other third-party entities to sell such Public Agency's animal licenses, and to collect the fees from such sales.

5. Annual Review of Operating Expenses. IHS's operating expenses shall be reviewed annually by the Parties and contract adjustments made based on the budgeted amount in comparison to the actual amount spent on operating costs.

D. Independent Contractor. In all matters between the Parties pertaining to this Agreement, the relationship between each Public Agency and IHS is that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of any Public Agency. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of any Public Agency, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of each Public Agency, which limited agency granted herein shall be strictly limited to performance under this Agreement expressly set forth herein and shall not extend to any other purpose.

E. Audits and Inspection. At any time during normal business hours and as often as any Public Agency may deem necessary, there shall be made available to any Public Agency for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit the requesting Public Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all

matters covered by this Agreement. At their own expense, the Public Agencies may individually or collectively annually hire an independent auditor to conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by a Public Agency must use the generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.

F. Scope of Work.

1. Enforcement. IHS shall act as a limited agent for each Public Agency to enforce applicable animal provisions of that Public Agency's codes and applicable animal provisions of Idaho Code, and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services. The expected service levels by which IHS shall provide the enforcement of applicable animal codes, train and manage animal enforcement and administration officers, and perform other related tasks are set forth with specificity in Exhibit A.

2. Animal Welfare Services. IHS shall provide animal welfare services within the respective territorial limits of each Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public right-of-way and respective territorial limits of each Public Agency, and other services as appropriate. The expected service levels by which IHS shall provide animal welfare services and perform other related tasks are set forth with specificity in Exhibit A.

3. Recordkeeping. IHS shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, detailed annual operating expenses records and the disposition of impounded animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs. IHS shall make all records, accounting information, and related documents concerning matters covered by this Agreement available to each Public Agency upon request for inspection, copying, and audit. The expected service levels by which IHS shall maintain certain records and provide reports and documentation based on these records are set forth with specificity in Exhibit A.

4. Promote Responsible Animal Ownership. IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of each Public Agency, including but not limited to public information and education, making recommendations for needed changes in policies, fees, ordinances, and legislation, and other community animal welfare matters. The expected service levels by which IHS shall promote responsible animal ownership are set forth with specificity in Exhibit A.

5. Data Management. IHS shall follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. IHS shall implement best practices standards for administrative, physical, and technical safeguards to protect personally identifiable information from unauthorized use, access, or disclosure. In the event of a breach, IHS must immediately notify the Public Agencies in writing of any unauthorized disclosure of personally identifiable information or information that would generally be considered confidential. Upon the expiration or termination of this Agreement, IHS shall promptly provide to the Public

Agencies all copies of their respective data and information, whether in written, electronic, or other form or media format.

- 6. Additional Scope of Work.** Additional services to be provided by IHS, if any, are described in the attached Exhibit A.
- 7. Exceptions to Scope of Work.** IHS shall not be required to perform any task or be responsible for any duty, except as expressly stated herein.
- G. Grant of Authority to IHS.** Each Public Agency agrees to, and shall, ensure that such Public Agency takes whatever action such Public Agency deems necessary to grant or delegate authority to IHS to perform services under this Agreement for that Public Agency within such Public Agency's territorial limits.
- H. Compliance with Laws.** In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and each Public Agency's laws, regulations, and ordinances in effect or promulgated during the Term. This obligation includes timely payment of all taxes and license fees. If IHS determines it is unable to comply with any law, regulation, or ordinance in the performance of services under this Agreement, IHS must immediately notify the Public Agencies in writing, and the Parties shall meet to attempt to resolve the matter between themselves with due diligence.
- I. Non-Waiver of Agreement Provisions.** Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.
- J. Indemnification.** These indemnification provisions apply only between IHS and each Public Agency, individually and separately. Under no circumstances shall these provisions be construed to require a Public Agency to indemnify, save, hold harmless, or defend IHS from, for, and against any or all claims, actions, judgments, damages, injuries to persons or property, losses, and expenses caused by or arising from another Public Agency's codes that are deemed unconstitutional or in conflict with state or federal law; or the action, or failure to act, of another Public Agency or another Public Agency's officers, officials, employees, agents, or servants.
- 1.** IHS shall indemnify, save, hold harmless, and defend each Public Agency from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of any of the Public Agencies or their respective officers, officials, employees, agents, servants, and volunteers, or a Public Agency's code that is deemed unconstitutional or in conflict with state or federal law.
- 2.** Notwithstanding anything to the contrary in this Agreement, the liability of each Public Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to each Public Agency as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.

K. Insurance.

1. Insurer's A.M. Best Rating. IHS shall, at its own expense, procure and maintain insurance coverage, written by an insurance company or companies with an A.M. Best rating of A VIII or better and authorized to do business in the state of Idaho, throughout the Term.

2. Standard Insurance Coverages and Limits of Liability Required:

a. Worker's Compensation Insurance. Where required by law, IHS shall have and maintain during the Term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

In case any such work is sublet, IHS shall require its sub-contractors to provide Worker's Compensation and Employer's Liability Insurance.

b. Commercial General Liability. IHS shall have and maintain throughout the Term, Commercial General Liability Insurance, with the following minimum limits of liability:

General Aggregate	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Per Occurrence	\$1,000,000
Fire Legal Liability	\$ 50,000

c. Automobile Liability Insurance. For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars (\$1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement. If IHS has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage is required. Where applicable, the Public Agencies shall be named as additional insureds.

3. Public Agencies as Additional Insureds. IHS shall include each of the Public Agencies as additional insureds to all of the insurance coverage listed above; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the respective Public Agencies, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by IHS's insurance coverage to provide the Public Agencies additional insured coverage as set forth herein.

4. No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS's insurers.

5. Require Separation of Insured Provision; Cross-Liability Exclusion; and Other Endorsements Prohibited. IHS's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. IHS's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes the Public Agencies from coverage or asserting a claim under IHS's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of the Public Agencies, shall serve as grounds for the Public Agencies to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the Contract payment to IHS.

6. Evidence of Insurance. IHS shall provide the following as evidence of insurance:

- a. A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the individual Public Agencies' names shall be written in; and
- b. An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names each of the Public Agencies.

At any time upon any Public Agency's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If any Public Agency tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to the requesting Public Agency.

7. Notice of Cancellation or Modification; Renewal. IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

L. Termination.

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the Termination Date.
2. This Agreement shall automatically terminate between every Public Agency and IHS immediately upon the following events:
 - a. IHS is dissolved; or

b. The Term expires.

3. This Agreement shall terminate between a Public Agency and IHS upon the following events and with thirty (30) business days prior written notice to all the other Parties:

a. A Public Agency or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least thirty (30) calendar days after delivery of such notice of termination. A Public Agency or IHS may terminate, in whole or in part, its interest in the Agreement for any reason or no reason.

b. A Public Agency fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Public Agency shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation;

c. The Public Agency and IHS agree, in writing, to terminate this Agreement; or

4. Termination for any reason under this section shall be effected by delivery to IHS or a Public Agency, as applicable, of a termination notice at least thirty (30) calendar days prior to the termination effective date, specifying the extent to which performance of services is terminated, and the time when such termination becomes effective.

5. If the Agreement between a Public Agency and IHS is terminated under subsection (3), above, such termination does not terminate the Agreement between IHS and each of the other Public Agencies that has not so acted to terminate the Agreement.

6. **Obligations Upon Expiration or Termination.** Upon expiration or termination of the Agreement for any of the reasons, IHS shall be compensated for all services it rendered prior to the effective date of termination. A terminating Public Agency shall not be liable for services performed after the effective date of termination. In no case shall the total payment owed to IHS by a terminating Public Agency exceed that Agency's original portion of the contract price. Upon termination, IHS shall return all materials, documents, equipment, data and information, or property owned by the Public Agency or items held by IHS on the terminating Public Agency's behalf.

7. **Survival.** This section shall survive the expiration or termination of this Agreement.

M. Additional Terms and Conditions. Additional terms and conditions are contained in the attached Exhibit A.

N. Miscellaneous Terms.

1. **Integration.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

2. **Amendment.** This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party; provided, however, nothing contained herein

shall be interpreted to preclude any Public Agency from contracting separately with IHS for the provision of other services.

3. Interpretation. This Agreement was reviewed by the Parties' legal counsel. Accordingly, this Agreement shall be interpreted and construed fairly, according to its plain language, and not for or against any Party, regardless of which Party drafted it or caused its drafting.

4. Notices. Each Party shall deliver all communications in writing either in person, by certified or registered mail (return receipt requested and postage prepaid), by email, or by a recognized overnight courier service, and addressed to the other Parties as set forth below:

Idaho Humane Society
ATTN: Chief Executive Officer
1300 S. Bird Street
Boise, Idaho 83709
jrosenthal@idahohumanesociety.org

City of Kuna
ATTN: City Clerk
751 W. 4th Street
Kuna, Idaho 83634
CityClerk@KunaID.gov

Ada County
Board of Ada County Commissioners
200 W. Front Street, Room 3255
Boise, Idaho 83702
BOCC1@adacounty.id.gov

City of Meridian
ATTN: City Clerk
Meridian City Hall
33 E. Broadway Avenue
Meridian, Idaho 83642
cityclerk@meridianscity.org

City of Boise City
ATTN: City Clerk
150 N. Capitol Blvd.
P.O. Box 500
Boise, Idaho 83701-0500
cityclerk@cityofboise.org

City of Eagle
ATTN: City Clerk
660 E. Civic Lane
P.O. Box 1520
Eagle, Idaho 83616
tosborn@cityofeagle.org

A Party may change its notice address by notifying each other Party as described in this section.

5. Attorney's Fees. In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.

6. Assignment. Neither IHS nor a Public Agency may assign any of their rights or obligations under this Agreement without first obtaining the written consent of all the Parties.

7. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

8. Non-Discrimination in Employment. In performing the services required herein, IHS or its sub-contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is IHS's responsibility to ensure that its sub-contractor complies with this section.

9. Severability. Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.

10. Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed on and the same instrument.

11. Authority. By such person's signature below, the person executing this Agreement on behalf of a Party warrants that such person has authority to sign on behalf of that Party.

12. Approval Required. This Agreement shall not become effective or binding until approved and executed by each of the Public Agencies.

End of Agreement

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the authorized agent or representatives of the Public Agencies and IHS executed this Agreement and made it effective as hereinabove provided.

Idaho Humane Society, Incorporated:

By: _____
Dr. Jeff Rosenthal, Chief Executive Officer

Date: _____

Ada County:

By: _____
Kendra Kenyon, Commissioner

Date: _____

By: _____
Rod Beck, Commissioner

Date: _____

By: _____
Ryan Davidson, Commissioner

Date: _____

ATTEST:

Phil McGrane, Ada County Clerk

Ada County Sheriff:

By: _____
Matt Clifford, Sheriff

Date: _____

ATTEST:

Ada County Sheriff Legal Counsel

City of Boise City:

By: _____
Lauren McLean, Mayor

Date: _____

ATTEST:

Lynda Lowry, *ex-officio* City Clerk

City of Eagle:

By: _____
Jason Pierce, Mayor

Date: _____

ATTEST:

Tracy Osborn, City Clerk

City of Kuna:

By: _____
Joe Stear, Mayor

Date: _____

ATTEST:

Chris Engels, City Clerk

City of Meridian:

By: _____
Robert Simison, Mayor

Date: _____

ATTEST:

Chris Johnson, City Clerk

EXHIBIT A

Scope of Service

The terms and conditions contained in this scope of service are expressly made a part of this Animal Welfare and Enforcement Agreement:

I. Statutes and Ordinances; Public Agency Specific Scope of Service.

A. Statutes and Ordinances. IHS shall perform its duties under this Agreement in accordance with federal, state, and local laws and regulations.

B. Public Agency Specific Scope of Service.

1. **Ada County Specific Scope of Service.** IHS shall be responsible for the enforcement of all animal regulatory ordinances of the County Code and applicable provisions of Idaho Code. IHS officers and/or its employees shall be appointed by the Ada County Sheriff as limited purpose deputies. In no event shall this appointment authorize such IHS officers and/or employees to make or effect arrests.
2. **Boise City Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Boise's municipal boundaries, including all public parks, greenbelt, and Boise Foothills properties. Boise's internal animal enforcement officers shall solely be responsible for enforcing only dog leash, animal feces pick-up, and dog licensing violations that occur within the Boise City's public parks, greenbelt, and Boise Foothills properties.
3. **Eagle Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Eagle's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for the City of Eagle's Animal Control Ordinance, except as otherwise expressly stated herein or as City of Eagle and IHS may otherwise agree in writing.
4. **Kuna Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Kuna's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for administering the City of Kuna's Animal Control Ordinance, Chapter 3 of Title 10, Kuna City Code, except as otherwise expressly stated herein or as City of Kuna and IHS may otherwise agree in writing.
5. **Meridian Specific Scope of Service.** IHS shall enforce Meridian City Code, Title 6, Chapter 2, and carry out the duties of the animal control officer as set forth therein, including, without limitation: seizing and impounding animals that are at large and unattended in city limits; seizing, impounding, and euthanizing animals in accordance with IHS policies and the provisions of Meridian City Code; removing and properly disposing of the carcass of any dead animal found in any public place; declaring that an animal is abandoned; deciding whether an abandoned animal shall be euthanized or made available for adoption; declaring that a dog is a vicious dog; issuing uniform citations for violations of Meridian City Code; and providing the Meridian City animal shelter, to include adequate

physical accommodations, materials, and staffing to provide basic housing, feeding, watering, vaccination, and supervision of animals impounded therein.

II. Animal Code Enforcement. IHS shall act as the limited agent for each Public Agency in enforcing applicable animal provisions of that Public Agency's codes and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services.

A. General Enforcement.

1. **General Hours and Days of Service.** Enforcement services shall operate seven (7) days per week, from 8:00 a.m. to 7:00 p.m.
2. In performing duties under Section I of this Scope of Service:
 - a. IHS shall timely investigate all calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense.
 - b. IHS shall collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
 - c. IHS shall timely file all citations and reports with the Court and/or the Public Agencies as appropriate.
 - d. Upon request by a Public Agency, IHS shall timely provide the Public Agency the citation, reports, or evidence.
 - e. IHS shall appear on time for all court hearings and trials and shall be fully prepared to testify, including, without limitation: having reviewed all relevant reports, audio recordings, video recordings, and other records and evidence in regard to which the subpoenaed IHS employee may be asked to testify.
 - f. For any cases involving animal cruelty and nuisance violations (i.e., bites, barking, aggressive behavior, etc.) the investigating IHS Animal Control Officer shall search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
 - g. IHS officers and/or employees shall obey subpoenas and notify the relevant Public Agency at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
 - h. The Public Agencies shall notify IHS at the earliest opportunity of any changes, delays, or cancellations of any court hearings or meetings to which the IHS employee is subpoenaed or scheduled to attend.
 - i. IHS shall provide to each Public Agency an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, Director of Animal Control, Dispatch and Night Dispatch, and the work cell phone numbers, if

any, for all Animal Control Officers. IHS shall provide the Public Agencies updated contact lists within thirty (30) days of any changes.

- j. All IHS staff, including, without limitation: Animal Control Officers, and animal welfare dispatch staff, shall return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.
- k. All Public Agencies shall return all telephone messages and emails from IHS employees within forty-eight (48) hours of receiving the message or email.

B. Emergency Services.

1. **Hours and Days of Emergency Services.** Emergency services shall operate twenty-four (24) hours per day, seven (7) days per week.
2. **Staffing.** IHS employee staffing levels shall be sufficient to provide on-going emergency services to the Public Agencies. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:
 - a. Injured stray dog or cat;
 - b. Dog bite or cat bite with animal still at-large;
 - c. Dog bite of such severity to require quarantine of the animal;
 - d. Vicious or threatening dog with the dog still at-large, constituting a threat to persons or domesticated animals;
 - e. Animal, caught in a trap that is making a disturbance, or that is injuring itself;
 - f. Dog, cat, or livestock causing traffic safety issue;
 - g. Animal cruelty violations;
 - h. Dangerous animal at-large;
 - i. Exotic animals and wildlife;
 - j. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
 - k. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

C. IHS Employee Training.

1. **New Hires.** All new IHS Animal Control Officers and Dispatchers shall be provided adequate training by IHS. Such professional training shall include, without limitation: citation writing, incident report writing, witness interviewing and investigation skills, evidence collection, case management, preparation for court appearances, and court testimony.

2. **On-Going Training.** IHS shall provide on-going training to its IHS Animal Control Officers and Dispatchers for any gaps in skill sets and to address issues raised by the Public Agencies regarding the performance of humane services by IHS in their jurisdictions.

III. Animal Welfare Services. IHS shall provide animal welfare services within the respective territorial limits of each Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public areas within the respective territorial limits of each Public Agency.

A. General Animal Welfare Services. IHS employee staffing levels shall be sufficient to provide the on-going general animal welfare services within the jurisdictions of the Public Agencies as follows:

1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents caused by such free-roaming animals.
2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
3. Quarantine of disease-suspect and bite case animals.
4. Participation in local disaster planning to address animal-related issues.
5. Protection of animals by:
 - a. enforcement of cruelty to animals' statutes and codes;
 - b. transport of strays to IHS's shelter; and
 - c. the transport of injured animals to IHS's veterinary hospital or other critical care facilities.
6. Removal and disposition of dead animals, whether wild or domesticated, from public areas of the Public Agencies' jurisdictions.
7. Coordination with appropriate governmental agencies, private entities, and volunteer service groups to respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities. IHS to act as a liaison in these cases (rather than referring the public to a different agency or entity) to create a great customer service experience and to ensure that animals are safe.
8. The provision of field services include, without limitation, responding to the following complaints and calls for service:
 - a. dog at large;
 - b. trapped dog (or other animals);

- c. livestock at large;
- d. excessive dog barking;
- e. unlicensed dog;
- f. dog or cat without rabies vaccination;
- g. dogs threatening a person or domestic animal;
- h. dog or cat bite;
- i. injured or sick stray dog, cat, or other animals (including wild animals);
- j. abandoned or mistreated animal;
- k. negligently confined animal;
- l. animal cruelty or neglect;
- m. dead dog, cat, or other animals (including wild animals);
- n. private kennel inspection;
- o. prohibited or dangerous mammal or reptile investigation; and
- p. unsanitary premises (*e.g.*, excessive animal waste inspection).

B. Shelter Services.

1. **Hours and Days of Shelter Services.** Shelter Services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m.
2. IHS employee staffing levels shall be sufficient to provide the on-going shelter services for the Public Agencies. For purposes of this Agreement, "Shelter Services" shall include:
 - a. Maintaining a lost and found program for animals.
 - b. Holding stray or lost animals in accordance with the applicable Public Agency's ordinance.
 - c. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
 - d. Coordinating with IHS's veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.

C. Inspection of Breeding Operations. IHS shall assist in the inspection of breeding operations, pet stores, and vendors of pets for compliance with any Public Agency's applicable ordinances.

IV. Promotion of Responsible Animal Ownership.

- A. Promotion of Animal Code Compliance.** IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of each Public Agency, including, without limitation, public information and education, making recommendations for needed changes in policies, fees, ordinances and legislation, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. This goal may be achieved by vigorous and prompt animal code enforcement, public education, and positive reinforcement for responsible pet owners who abide by the law.
- B. Reduction in Surrender, Impoundment, and Euthanization of Animals.** The Parties shall seek to reduce the number of animals surrendered and impounded at the IHS shelter and subsequently euthanized. For purposes of this Scope of Service and the underlying Agreement, an “Impounded Animal” is any animal picked up by IHS, a Public Agency, or a private citizen and then delivered to IHS.
- C. Humane Education Classes.** IHS shall provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
- D. Promote Animal Adoptions; Spay and Neuter.** To maximize the live-release rate of animals, IHS will make reasonable efforts to promote animal adoptions. IHS shall continually educate the public (with special educational outreach provided by IHS to local youth) regarding the benefits of spaying or neutering pets.
- E. Promote Dog License Code Compliance.** IHS shall promote citizen compliance with each Public Agencies’ dog license ordinance provisions through participation in and cooperation with such Public Agencies’ licensing programs.
- F. IHS Recommendations to Public Agencies.** IHS may provide one or more Public Agency with written recommendations for amendments to such Public Agency’s animal-related ordinances in writing. Whether to accept and adopt such recommendations is in the sole discretion of each Public Agency.
- V. Recordkeeping; Reports and Documentation; Operating Procedures.**
- A. Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of Scope of Services, including, without limitation, detailed annual operating expenses records and the disposition of Impounded Animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs.
- 1. Operating Expense Records.** IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. The records shall be maintained in such a manner that IHS can provide information about its animal enforcement operating expenses separately from its other operations for the Public Agencies.
 - 2. Fees Reconciliation Records.** IHS shall maintain accurate and complete records of the fees it collects on behalf of each of the Public Agencies. Each year as part of its annual report to the Public Agencies, IHS shall accurately reconcile all the fees on behalf of each

Public Agency for the purpose of calculating the offset amount of each Public Agency's paid portion of IHS's annual operating expenses.

- B. Annual Report.** IHS shall provide a written annual report, no later than January 31st of each year to each of the Public Agencies. The annual report shall be written in the format provided in Schedule 1, attached hereto and incorporated by reference, and share information regarding IHS's operational expenses, collection and reconciliation of fees, provided service levels, and education efforts provided to the Public Agencies for the prior twelve (12) months. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to fully evaluate, assess and audit IHS's performance of the Scope of Service, as provided further in Section E of the Agreement.
- 1. In-Person Presentation to Public Agencies.** Any of the Public Agencies may request IHS to present the annual report or a subsequent report to its governing body (i.e., Mayor and City Council or Board of County Commissioners) at a public meeting. The in-person presentation shall occur within thirty (30) days of the request.
 - 2. Target Service Levels Documentation.** Part of the annual report to each Public Agency shall include documentation showing the current service levels in each Public Agencies' jurisdiction in comparison to a three-year average baseline and provide projected target service levels for the next twelve (12) months. The documentation shall include statistical information with respect to the following services:
 - a. number of field calls within the jurisdictions of the Public Agencies, sorted by call category;
 - b. IHS shall make available to the Public Agencies the raw data of IHS Animal Control Officer response times to the calls for service upon request. Beginning from January 1, 2020, IHS shall calculate and provide the average response times to calls for service within the jurisdiction of each of the Public Agencies;
 - c. number of citations issued for animal code violations;
 - d. number of reports written and routed for prosecutor screening;
 - e. number of Impounded Animals;
 - f. number of days Impounded Animals were boarded;
 - g. number of Impounded Animals returned to the owner;
 - h. number of animals adopted;
 - i. number of dog licenses sold by IHS;
 - j. number of spay and neuter procedures performed;
 - k. number of volunteer hours logged;
 - l. number of animals fostered; and

m. number of live-release rates for dogs and cats.

- C. Requested Reports and Documentation.** Any of the Public Agencies may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist the Public Agency in its fiscal year-end budgeting process. IHS shall timely respond to all Public Agency requests for additional reports and documents; which requests shall not be made more frequently than once every three (3) months by any Public Agency.
- D. Exchange of Information.** The Parties shall look at opportunities to share information to ensure appropriate and accurate allocation of program costs to contracting Public Agencies. Through this exchange of information, the Parties intend to better monitor IHS's performance of services for greater efficiency and quantifiably improved customer service.
- E. Standard Operating Procedures.** IHS shall develop internal standard operating procedures and policies ("SOPs") related to the services provided under this Agreement, to be completed no later than December 31, 2020. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of these SOPs.

SCHEDULE 1

FORM OF ANNUAL REPORT

Idaho Humane Society Annual Statistics

Date: January ____, 20__

	Ada County	Kuna	Boise	Meridian	Combined Total
City/County Field Calls divided by category:					
Aggressive					
Attack					
Barking					
Bite					
Dead/Injured					
Dog at Large					
Large/Small Animal Cruelty/Neglect					
Miscellaneous					
Pickup-Cat					
Pickup-Dog					
Total amount of calls					
IHS average response times to Calls for Service					
Number of citations issued for Animal Code violations					
Number of reports written and routed for prosecution					
Number of animals handled					
Number of animals impounded					
Average number of boarded days per animal					
Number of animals returned to owner					
Live-Release rate total					
Cats					
Dogs					
Number of spay/neuter procedures performed					
Number of animals fostered					
Number of animals adopted					
Number of city licenses sold by IHS					
Number of volunteer hours logged					

Signature _____

Date _____

SCHEDULE 2

DOG LICENSING FEES PER PUBLIC AGENCY

The animal licensing fees that IHS collects on behalf of each of the Public Agencies shall be collected, applied, or remitted as follows:

- A. Ada County:** IHS shall administer, operate, and manage the sale of dog and household pet licenses pursuant to Title 5, Chapter 7, Ada County Code, and the terms of this Agreement, as follows:
1. For administering, operating, and managing such licensing program, IHS shall be entitled to retain any and all revenue generated from the sale of such licenses that IHS collects on Ada County's behalf.
 2. To ensure recordkeeping accuracy, IHS shall be the sole supplier of the dog and household pet licenses issued pursuant to Title 5, Chapter 7, Ada County Code.
 3. IHS shall charge fees for the licenses as set forth in Title 5, Chapter 7, Ada County Code.
 4. IHS shall submit, to the Board of Ada County Commissioners, quarterly reports stating that number of licenses sold, and the revenues generated pursuant to this Agreement.
 5. All information relating to the licensing of animals pursuant to the Ada County Code and this Agreement, including, but not limited to, the name and address of the owner, and the breed of dog, shall be and remain the property of Ada County. Upon termination or non-renewal of this Agreement, IHS immediately shall provide all such information to the Board of Ada County Commissioners.
- B. Boise:** IHS shall collect animal licensing fees for all the licenses IHS sells on Boise City's behalf and remit the accrued fee amounts to Boise every two (2) weeks throughout the Term of this Agreement.
- C. Eagle:** IHS shall have non-exclusive rights to collect animal licensing and impound fees according to the fee schedule adopted by the Eagle City Council. For all the licenses and impound fees IHS collects on behalf of the City of Eagle, IHS shall remit the accrued amounts to the City of Eagle on or before the fifteenth (15th) day of the of the following calendar month during the Term of this Agreement.
- D. Kuna:** IHS shall have a non-exclusive right to collect animal licensing and impound fees according to the fee schedule adopted by the Kuna City Council. For all the licenses and impound fees IHS collects on behalf of the City of Kuna, IHS shall remit the accrued fee amounts to the City of Kuna on or before the -tenth (10th) day of each calendar month during the Term of this Agreement.
- E. Meridian:** The City of Meridian hereby authorizes and empowers IHS to issue dog licenses on behalf of Meridian in accordance with all applicable provisions of Meridian City Code and the following terms:
1. **Issuance of dog licenses:** IHS shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), including, but not limited to:

- a. Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed; whether dog owner/user is visually or hearing impaired or disabled; whether dog owner is training such dog as seeing eye, hearing ear, or guide dog; and/or whether replacement license tag will indeed replace validly issued, lost tag.
 - b. Collection of appropriate license fee.
2. **Rabies education.** IHS shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.
3. **Official log:** IHS shall keep an official, monthly, written log of all dog licenses issued by IHS on the form provided by City and shall keep such written log complete and current at all times.
4. **Administrative fee:** City hereby authorizes IHS to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.
5. **Monthly submission to City Clerk:** City shall provide dog license tags to IHS. At the end of each month during the term of this Agreement, IHS shall submit to the Meridian City Clerk:
 - a. All dog license fees collected by IHS on City's behalf; and
 - b. A true and correct copy of the IHS's monthly log, completed in full. Such fees and log shall be submitted to the Meridian City Clerk no later than the tenth (10th) day of the month following the month for which the fees were collected and the monthly log completed.
6. **Remission of discrepancy:** If, following the Meridian City Clerk's review and accounting of IHS's issuance of dog licenses, the Meridian City Clerk notifies IHS of a discrepancy in fees collected and data reported by IHS in the log or quantity of unissued tags, IHS shall remit to City funds in the amount of such discrepancy. IHS's obligation to remit to City funds in an amount corresponding to the number and type of dog licenses issued and the number of unissued dog license tags returned to City shall not be excused for any reason, regardless of IHS's assertion of loss, theft, misplacement, mistake, or mismanagement of fees, tags, and/or data.

**RESOLUTION NO. R49-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT BETWEEN VALLEY REGIONAL TRANSIT AND CITY OF KUNA FOR PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION; AUTHORIZING THE CITY TREASURER TO PAY THE PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION IN THE AMOUNT OF FORTY-ONE THOUSAND FOUR HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS (\$41,455.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The Cooperative Agreement between Valley Regional Transit and City of Kuna for Annual Assessment, as attached hereto as **EXHIBIT A**, and hereby incorporated herein by reference, is hereby approved; and

Section 2. The City Treasurer is authorized to pay the Fiscal Year 2022 expenses pertaining to services, capital, and regional overhead required to support the regional transportation services within the City’s jurisdiction in the amount of forty-one thousand four hundred and fifty-five dollars and zero cents (\$41,455.00).

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement on behalf of the City of Kuna, Idaho and the City Clerk is hereby authorized to attest to said execution.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of October, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**COOPERATIVE AGREEMENT
 BETWEEN
 VALLEY REGIONAL TRANSIT
 AND
 CITY OF KUNA
 FOR
 PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this 1 day of October 2021 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**Authority**”), and the City of Kuna, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code (“**City**”)

RECITALS

- a. **Authority** is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. **Authority** provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.
- b. **City** is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.
- c. Idaho Code § 40-2109(7) provides that **Authority** may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.
- d. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.
- e. **Authority** develops funding requests through an approved cost allocation methodology. There are four categories involved in generating the initial funding request: general assessments, service and capital contributions, and special assessments.
- f. **Authority** has budgeted **\$41,455** for **City** to contribute to support services, capital and regional overhead expenses. **City** has budgeted the same amount representing the City’s proportionate share of support for services, capital, and regional overhead.
- g. **Authority** generally follows the allocation methodology to designate how **City** contributions are used. However, Authority may leverage **City** contributions as local match to optimize utilization of both local and federal sources of funding to ensure the most effective use of all revenue sources.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this **Agreement** and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This **Agreement** shall be in effect from the **1st day of October 2021**, and will terminate on the **30th day of September 2022**, unless earlier terminated pursuant to the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this **Agreement** is:

(a) For **City** to pay **\$41,455** to **Authority** for Fiscal Year 2022 expenses pertaining to services, capital, and regional overhead required to support the regional transportation services within the **City's** jurisdiction.

(b) For **Authority** to use **City's** contribution for service, capital, and regional overhead expenses included in the annual FY2022 budget to support services within **City's** jurisdiction.

(c) For **Authority** to leverage **City's** contribution with matching federal funding to optimize all revenue sources available for operations, capital, and regional overhead.

Section 3. Compliance

Authority, in using said **City's** contribution shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said assessments and operating costs.

Section 4. Payment

(a) **City** shall pay its annual contribution of **\$41,455** within 30 days of invoice.

(b) **Authority** shall provide **City** a quarterly status report on capital or other special projects.

(c) Payment shall be made directly to **Authority** at the following address, unless **City** is notified in writing by **Authority** of a new address:

Valley Regional Transit
700 NE 2nd St Suite 100
Meridian, Idaho 83642

(d) **City's** address, for the purpose of invoice, notice or correspondence, unless **Authority** is notified in writing by **City** of a new address, is as follows:

City of Kuna
PO Box 13
Kuna, Idaho 83634

Section 5. Contact Information

(a) **Authority** point of contact for this agreement is:

Jason Jedry, Controller, jjedry@valleyregionaltransit.org, 208.258.2709

(b) **City** point of contact for this agreement is:

Chris Engels, City Clerk, cengels@kunaaid.gov

Section 6. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body, and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

(c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **Authority** and **City** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this **Agreement** are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This **Agreement** is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

Section 7. Indemnification

To the extent permissible by law, **Authority** shall indemnify, defend, protect and hold harmless **City**, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this **Agreement**, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of **Authority**, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of **City** or its officers, agents and employees. **City** shall give to **Authority** reasonable notice of any such Claims. **Authority** shall notify **City** of the counsel to be used in carrying out its obligations hereunder. **City** must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture

of this **Agreement**, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, **City's** right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which **City** incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by **Authority** under this **Agreement** with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of **Authority** shall be personally liable to **City** under this **Agreement**, (ii) with respect to third party Claims, both **Authority** and **City** expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of **Authority** to hold harmless or indemnify **City** shall be limited to, and be payable only from, **Authority's** available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

City of Kuna:

Kelli Badesheim
Executive Director

Joe Stear
Mayor

CITY OF KUNA

State of Idaho *Proclamation*

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and

WHEREAS, An estimated one in four women and one in seven men will face domestic abuse in their lifetime, and in 2020 there were 5,529 calls for service related to domestic violence and sexual assault in Ada County; and

WHEREAS, A range of services and programs exist throughout the Treasure Valley providing safety, healing and freedom from domestic abuse and sexual assault including forensic exams and medical care, secure shelters, court advocacy, counseling, childcare, as well as case management; and

WHEREAS, The City of Kuna is an important partner with the Women's and Children's Alliance and Faces of Hope to provide a safety net of crisis services and create a community where individuals thrive in safe, healthy relationships.

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby join national and local officials in proclaiming October as

DOMESTIC VIOLENCE AWARENESS MONTH.

IN WITNESS WHEREOF,
I set my hand on this the 5th day of October
in the year of two thousand and twenty one.



Joe L. Stear
Mayor of Kuna, Idaho

RESOLUTION NO. R~~xx~~-202~~01~~
CITY OF KUNA, IDAHO

202~~12~~ IRRIGATION ASSESSMENT RESOLUTION
KUNA MUNICIPAL IRRIGATION DISTRICT ASSESSMENTS AND FEES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 202~~12~~ IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 202~~12~~ IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 202~~12~~ IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 202~~21~~ ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 202~~21~~ IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge hook-up fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-12 of the Kuna City Code authorizes the City to charge fines and costs for unauthorized connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-7 of the Kuna City Code authorizes the City Council to establish annual irrigation assessments pursuant to Idaho law.

I. ASSESSMENT ROLL

NOW THEREFORE BE IT RESOLVED, that pursuant to Idaho Code 50-1807, an assessment book for the Kuna Municipal Irrigation District was filed in the office of City Clerk on November 4, 202~~19~~, and by this action, Mayor and Council of said City duly receive, make corrections and accept the same.

II. ESTIMATE OF EXPENSES

BE IT FURTHER RESOLVED the estimated expenses or the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said City's irrigation system for the 2021 irrigation season, and which shall be allocated in proportion to the benefits received to the properties in said assessment book, are as follows:

Estimated Power Costs	\$150,000 \$135,000
BK Irrigation Water Rental (2,251.59 1723.14 Ac)	\$140,345 \$102,781
NY Irrigation Water Rental (542.36 350.92 Ac)	\$33,806 \$29,517
NM Irrigation Water Rental (93.83 13.29 Ac)	\$5,849 \$4,042
Wages and Benefits	\$337,610 \$233,999
Other Operational Costs	\$102,500 \$118,884
Equipment Costs	\$114,301 \$58,021
<u>Vehicle Costs</u>	\$9,500
System Improvements	\$12,500 \$119,000
Interest and Retirement of Debt	\$0
Unpaid and Delinquent Assessments	\$16,575 \$0
Adjustments by Council	\$5,000
Potable Water Cost (81.9 MG - FY'21)	\$80,000 \$9,040
<u>Depreciation of the System</u>	\$295,670
Redemptions - Credit	\$0
Connections After Assessment – Credit	(\$40,000) 38,556
TOTAL ESTIMATED EXPENSES	\$1,243,656 852,956

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

III. BOARD OF CORRECTION

BE IT FURTHER RESOLVED the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 1~~56~~, 202~~21~~ at 5:30 P.M. at the Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall

conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. March ~~9th~~, 202~~2~~¹.

IV. **IRRIGATION CONNECTION FEES**

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

A) Irrigation Main Fees: Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths cents (\$0.089) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths cents (\$0.089) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars (\$620.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus eight and nine tenths cents (\$0.089) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

B) Irrigation Supply Fee: Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus twelve and nine tenths cents (\$0.129) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized

irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus twelve and nine tenths cents (\$.129) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars (\$900.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus twelve and nine tenths cents (\$.129) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

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

1"	Service	\$ 223/ea
1 1/2"	Service	\$ 279/ea
2"	Service	\$ 334/ea
3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R01-2020A
Full Street Asphalt Patch		See Resolution R01-2020A

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

E) Conversion to Pressure Irrigation: In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation District, and subsequently desires to connect to the pressurized system, the applicable connection fees are 50% of the full amount chargeable per paragraphs A through C above. After January 1, 2023~~2~~, the connection fees shall return to the full amount chargeable per paragraphs A through C above.

F) Conversion from Gravity Irrigation: It is hereby declared to be the policy of the

City of Kuna that it is in the general public's interest to convert from gravity irrigation to pressure irrigation where pressure irrigation service is available and that said conversion is mandatory in the following circumstances:

1. The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery ditch requires five miner's inches of lost carrying water to operate and that each property is entitled to one miner's inch of delivered water. A delivery ditch shall be considered "not efficient" if the carrying water equals or exceeds the delivered water.
2. The delivery ditch has a history of two or more instances of accidental flooding of nearby properties.
3. Drainage facilities are missing or inadequate to protect the gravity served properties.

In instances where mandatory conversion is ordered by the City, the fifty percent reduction in connection fees and amortization shall be applied as outlined in Paragraph IV.E above and IV.I below.

G) Capital Improvements Fund: All funds collected from connection fees (Irrigation Main, Irrigation Supply) may be used only for initial construction, reimbursements according to adopted policies or replacement of Irrigation System Facilities.

H) Potable Water Irrigation (Special Cases): Properties which have constructed pressurized irrigation facilities, which are intended to be connected in the future to the City's pressurized irrigation system, but which have not yet completed the connection, and which currently receive their irrigation supply from the potable system, shall be billed as a potable water account and assessed an assessment expense and a base assessment but not assessed as an operations assessment. At such time as the connection to the pressurized irrigation system is completed, the property shall be converted to an assessed irrigation account.

I) Financing Arrangements: Property owners desiring to connect under terms of Paragraph IV.E and IV.F are permitted to execute a note for the applicable connection fees up to the full amount for said fees amortized over twelve years at four percent (4%) interest and payable monthly on the utility bill. The Mayor is authorized to execute the note on behalf of the City and revenues (with interest collected) are to be credited to the same accounts to which the fees would have been credited if not amortized. Only connection fees are approved for amortization.

J) Alternate Day Sprinkling: Irrigation from the Kuna municipal pressurized irrigation system may be scheduled to occur on alternate days by order of the city or its agent. If

an order is instituted, homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.

K) Wanton Wasting: Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is prohibited. The city or its agent may disconnect any service which wastes, causes damage to adjacent property or creates a nuisance through its use of irrigation water from the city system.

V. IRRIGATION ASSESSMENTS

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

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

1. **Assessment Expense** - All accounts shall be assessed ~~sixfour~~ dollars (\$~~46~~.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of ~~sixtyfifty-two~~ dollars and no cents (\$~~6052~~.00) per acre, but with a minimum assessment per account of ~~sixtyforty-one~~ dollars and no cents (~~\$40.00~~)-(\$60.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with pressure irrigation service shall be assessed annually ~~seventy-fifty-five~~ dollars and no cents (~~\$54.00~~)-(\$70.00) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be ~~fivetwo~~ dollars and no cents (\$~~52~~.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

4. **Capital Reimbursement Assessment** - Any property with pressurized irrigation service, which has not paid connection fees as a precedent condition for connection, shall pay a ~~stepped increase~~ annually ~~for a~~ capital reimbursement fee of 5 percent (5%) for

the 2022~~1~~ irrigation season for the amount of the total connection fee. This assessment is particularly applicable to landscaped common lots and is in addition to the annual Assessment Expense, Base Assessment and Operations Assessment. Forty-one percent (41%) of the monies collected shall be credited to the account designated for Pressure Irrigation Trunk Line Fees and fifty-nine percent (59%) to the account designated for Pressure Irrigation Supply Fees. Properties subject to this fee, which subsequently pay the applicable one-time connection fees, shall thereafter be excused from payment of the capital reimbursement fee.

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

1. **Assessment Expense** - All accounts shall be assessed ~~sixfour~~ dollars (\$~~64~~.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of ~~sixtyfiftytwo~~ dollars (\$~~6052~~.00) per acre, but with a minimum assessment per account of ~~twentytwelve~~ dollars (\$~~2012~~.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with gravity irrigation service shall be assessed at the rate of twenty-~~sixone~~ dollars and seventy-five cents ~~(\$21.00) - (\$26.00)~~ per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be ~~fivetwo~~ dollars and no cents (\$~~25~~.00) per acre for the portion of the property exceeding one acre in area.

C. Assessments Due – Assessments are due and payable on April 1st or the first business day thereafter.

D. Partial Year Assessment – For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the municipal irrigation system), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a

building permit is not being issued, at or before the time of connection.

E. Full Year Assessment – Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual assessment roll, less any vacant lot assessments that have been paid.

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

G. Vacant Lot Assessment – A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed twenty-sixnineteen dollars and no cents (\$18.50)-(\$26.00) per buildable parcel. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a “partial year” or “full year” assessment, as defined above, with credit given for the vacant lot assessment already paid.

VI. CUSTOMER BILLING:

A. Annual Billings – All irrigation accounts which do not also have a potable water account shall be billed annually, with courtesy reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code 50-1807.

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

C. Opt Out Provision - A municipal irrigation account holder may opt out of the monthly billing program at their option, and choose to pay the annual irrigation assessment in a

lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a notice to be mailed out to all municipal irrigation/potable water account holders informing them of their option of opting out of the monthly billing program and providing the address to inform the city of the same.

D. Monthly Rates – The monthly installments for payment of the 202~~21~~²⁴ annual irrigation assessment shall be nine (9) equal installments. After retirement of the 202~~21~~²⁴ annual irrigation assessment, the monthly installments shall end until re-started by the 202~~32~~³² annual irrigation assessment resolution.

VII. CUSTOMER SERVICE CHARGES:

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

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

C. Short Notice Line Location Charges - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required prior to excavation by any party. Line locations without forty-eight (48) hours’ notice will be billed to the requesting party at the rate fifty dollars (\$50.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

D. Re-connect Fee – A re-connect fee of fifteen dollars (\$15.00), if performed during normal work hours or fifty dollars (\$50.00) if performed after normal work hours, which shall be paid prior to the account being reconnected, or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall

be applied separately for each request and must be paid before reconnection can occur.

E. Tampering Fee – A tampering fee of one hundred dollars (\$100.00), or as subsequently adopted by resolution of City Council, shall be charged to any account reconnecting service without authorization following disconnection for non-payment of assessments. This fee shall be applied separately for each unauthorized reconnection and must be paid before reconnection can occur.

F. Unauthorized Connection – In the event a parcel connects to the pressurized irrigation system without authorization, meaning without having paid connection fees and receiving explicit approval to connect, it shall be presumed that the parcel owner has petitioned to connect, but without authorization. The City may collect a tampering fee as outlined in Paragraph VI.E and disconnect the parcel from service, or collect full payment of connection fees and commence billing monthly assessment charges, or commence charging monthly amortization of the connection fees as provided in Paragraph IV.I and commence billing monthly assessment charges. In the event the parcel does not have a water right for use of the water, and one cannot be provided, the only option available is to collect a tampering fee and disconnect the parcel from service.

VII. WATER ALLOTMENT

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

VIII. REPEAL OF EXISTING FEES AND POLICIES

BE IT FURTHER RESOLVED that the connection fees and other charges established herein are effective beginning ~~October 5~~~~November 4~~, 2021~~0~~; prior similar fees and policies

established by earlier resolution(s) are hereby repealed.

IX. SEVERABILITY CLAUSE

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

X. EFFECTIVE DATE

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

PASSED BY THE COUNCIL of the City of Kuna, this 45th day of ~~October~~November, 20210.

APPROVED BY THE MAYOR of the City of Kuna, this 45th day of ~~October~~November, 20210.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

(Space above reserved for recording)

**ORDINANCE 2021-29
CITY OF KUNA, IDAHO**

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 5th day of October 2021.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
DB DEVELOPMENT LLC.**

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PORTION OF LOT 15, BLOCK 1 OF THE AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION (A SUBDIVISION ON FILE IN BOOK 95 OF PLATS, PAGES 11732-11735, OF ADA COUNTY RECORDS) AND A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 34, WHICH BEARS N00°31'45"E A DISTANCE OF 2,652.70 FEET FROM A FOUND ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE FOLLOWING THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, N89°25'56"W A DISTANCE OF 1,315.48 FEET TO A FOUND 5/8-INCH REBAR MARKING THE CENTER-EAST 1/16 CORNER OF SAID SECTION 34 AND BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID NORTHERLY LINE ON FOLLOWING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°40'58"W A DISTANCE OF 663.55 FEET TO A FOUND 5/8-INCH REBAR;

THENCE LEAVING SAID WESTERLY LINE, S89°26'56"E A DISTANCE OF 530.00 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF GRAN PRADO SUBDIVISION NO. 1 (A SUBDIVISION ON FILE IN BOOK 116 OF PLATS, PAGES 17565-17568, OF ADA COUNTY RECORDS);

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY THE FOLLOWING FIVE (5) COURSES:

1. S00°33'45"W A DISTANCE OF 160.00 FEET TO A FOUND 5/8-INCH REBAR;
2. N89°26'56"W A DISTANCE OF 60.65 FEET TO A FOUND 5/8-INCH REBAR;
3. S00°31'45"W A DISTANCE OF 217.69 FEET TO A FOUND 5/8-INCH REBAR;
4. S51°09'25"E A DISTANCE OF 44.98 FEET TO A FOUND 5/8-INCH REBAR;
5. S38°50'35"W A DISTANCE OF 217.00 FEET TO A POINT ON THE CENTERLINE OF MASON CREEK;

THENCE LEAVING SAID SUBDIVISION BOUNDARY AND FOLLOWING SAID CENTERLINE OF MASON CREEK, N51°09'25"W A DISTANCE OF 342.71 FEET TO A POINT;

THENCE FOLLOWING SAID CENTERLINE, N71°45'49"W A DISTANCE OF 107.15 FEET TO A POINT ON THE SUBDIVISION BOUNDARY OF DREAMCATCHER SUBDIVISION (A SUBDIVISION ON FILE IN BOOK 80 OF PLATS, PAGES 8639-8641, OF ADA COUNTY RECORDS);

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. N00°43'33"E A DISTANCE OF 98.03 FEET TO A FOUND 5/8-INCH REBAR;
2. N37°01'00"W A DISTANCE OF 340.72 FEET TO A FOUND 5/8-INCH REBAR;
3. S81°55'00"W A DISTANCE OF 43.84 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, N00°37'47"E A DISTANCE OF 104.28 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°22'13"W A DISTANCE OF 12.73 FEET TO A SET 5/8-INCH REBAR;

THENCE N00°37'47"E A DISTANCE OF 501.74 FEET TO A SET 5/8-INCH REBAR;

THENCE N09°39'58"E A DISTANCE OF 84.00 FEET TO A SET 5/8-INCH REBAR;

THENCE N19°07'14"W A DISTANCE OF 22.98 FEET TO A SET 5/8-INCH REBAR;

THENCE 33.46 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 448.00 FEET, A DELTA ANGLE OF 04°16'44", A CHORD BEARING OF N76°46'19"W AND A CHORD DISTANCE OF 33.45 FEET TO A SET 5/8-INCH REBAR;

THENCE N74°37'57"W A DISTANCE OF 377.13 FEET TO A SET 5/8-INCH REBAR;

THENCE 89.45 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 802.00 FEET, A DELTA ANGLE OF 06°23'26", A CHORD BEARING OF N77°49'40"W AND A CHORD DISTANCE OF 89.40 FEET TO A SET 5/8-INCH REBAR;

THENCE N08°58'38"E A DISTANCE OF 155.00 FEET TO A SET 5/8-INCH REBAR;

THENCE 72.03 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 957.00 FEET, A DELTA ANGLE OF 04°18'44", A CHORD BEARING OF N83°10'45"W AND A CHORD DISTANCE OF 72.01 FEET TO A SET 5/8-INCH REBAR;

THENCE N01°06'50"E A DISTANCE OF 74.01 FEET TO A SET 5/8-INCH REBAR;

THENCE S89°22'13"E A DISTANCE OF 113.00 FEET TO A SET 5/8-INCH REBAR;

THENCE N81°25'54"E A DISTANCE OF 50.65 FEET TO A SET 5/8-INCH REBAR;

THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S00°37'47"W A DISTANCE OF 60.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S88°11'02"E A DISTANCE OF 50.01 FEET TO A SET 5/8-INCH REBAR;

THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S00°37'47"W A DISTANCE OF 81.43 FEET TO A SET 5/8-INCH REBAR;

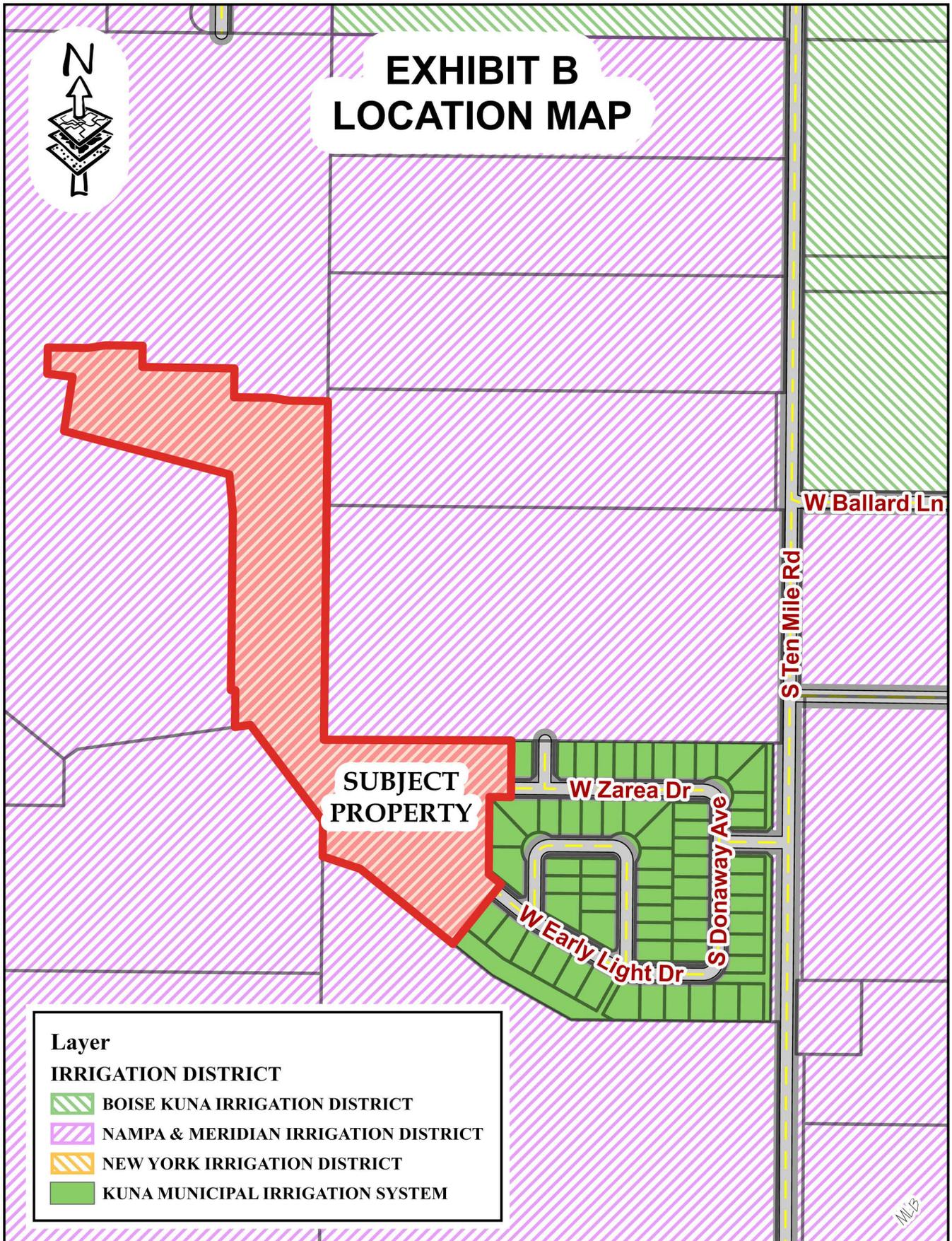
THENCE S89°22'13"E A DISTANCE OF 105.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S80°34'52"E A DISTANCE OF 50.59 FEET TO A SET 5/8-INCH REBAR;

THENCE S89°22'13"E A DISTANCE OF 110.00 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY BOUNDARY OF SAID LOT 15, BLOCK 1 OF THE AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION;

THENCE FOLLOWING SAID EASTERLY BOUNDARY, S00°37'47"W A DISTANCE OF 291.41 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 14.323 ACRES, MORE OR LESS.



ORDINANCE NO. 2021-30
CITY OF KUNA, IDAHO

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;**
- **REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “WILD ANIMALS” AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PROHIBITED ANIMALS,” WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND**
- **AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND**
- **REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED “DISEASED ANIMALS,” WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED “CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS,” PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND**
- **AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION;**

MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND

- **REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PENALTIES,” WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “RESPONSIBILITY FOR ANIMALS OWNED BY MINORS,” WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED “DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS,” WHICH PROVIDES PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED “APPEAL PROCEDURE FOR AFFECTED PERSONS,” WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED “PENALTIES,” WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That sections 2 and 3 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-2: - DEFINITIONS:

ABANDON: To leave an animal unattended for more than twenty-four (24) hours without the owner making arrangements for its proper care, sustenance and shelter, or releasing the animal upon public highways or public or private property. Shall not apply to a person who captures a

free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location in which it was found for the purpose of cat population control. Shall not apply to the Animal Control Agency in accordance with 10-3-16(E).

AFFECTED PERSON: Means any person, in particular owners, whose rights to own or possess an animal have been adversely impacted by a specific decision to enforce any provision of this chapter against that person.

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

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

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

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

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

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

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

AT-RISK DOG: Means any dog that:

- A. Without justified provocation bites a person without causing a serious injury; or
- B. Without provocation and while at-large has killed, inflicted injury, or otherwise caused injury to a domestic animal by attacking a domestic animal not on the real property of the owner of the dog.
- C. Has previously been found to be an at-risk dog pursuant to the Idaho Code or a substantially conforming ordinance or statute from foreign jurisdiction.

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

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

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

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

COMMERCIAL KENNEL: Any lot or premises or portion thereof, on which five (5) or more dogs, cats, or other household domestic animals are maintained, harbored, possessed, boarded, bred, or cared for in return for compensation, or are offered for sale. This definition does not include an animal clinic, animal hospital, or veterinary office where boarding is limited to short-term care incidental to the hospital purposes.

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

DANGEROUS DOG: Means any dog that:

- A. Without justified provocation has inflicted serious injury on a person;
- B. Has been previously be found to be at-risk and thereafter bites or physically attacks a person without justified provocation;
- C. Has previously been found to be a dangerous dog pursuant to the Idaho Code or a substantially conforming ordinance or statute from foreign jurisdiction; or
- D. Has been previously found to be at-risk and thereafter inflicts injury to a domestic animal not on the real property of the owner of the dog.

DOG: Both the male and female of the Canine species.

EUTHANASIA: The procedure in which an animal is humanely killed by a method that is painless to the animal, and causing unconsciousness and death. This procedure to be performed by a certified euthanasia technician or licensed veterinarian in accordance with Idaho Code, Title 54, Chapter 21.

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

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

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

JUSTIFIED PROVOCATION: Means to perform any act or omission that a reasonable person with common knowledge of dog behavior would conclude is likely to precipitate a bite or attack by an ordinary dog. Justified provocation includes, but is not limited to, the following:

- A. The dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
- B. The person was committing a crime or offense upon the property of the owner or custodian of the dog;
- C. The person was at the time, or had in the past, willfully tormented, abused or assaulted the dog;
- D. The dog was responding to pain or injury or protecting its offspring;
- E. The dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury sustained was to a person who was interfering with the dog while the dog was working in a place where it was lawfully engaged in such activity, including public lands;
- F. The dog was a Service Animal individually trained to do work or perform tasks for a person with a disability; or
- G. The person was intervening between two (2) or more animals engaged in aggressive behavior or fighting.

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

NONCOMMERCIAL KENNEL: Any lot or premises or portion thereof on which more than four (4) dogs, or five (5) cats, or a combination of four (4) such animals, are maintained, harbored, possessed, boarded, bred, or cared for without compensation and which animals are not for sale. A noncommercial kennel license for such activity is required from the City Clerk.

OTHER SUPPORT OR THERAPY ANIMALS: These are support animals that provide companionship, relieve loneliness, or sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities, and therefore do not satisfy the definition for 'service animal' within the Americans with Disabilities Act.

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

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

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

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

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

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

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

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

RESIDENCE: Refers to the place of abode for a person or family that is more than merely temporary shelter.

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

SECURE ENCLOSURE: An enclosure that securely impounds an animal.

SERIOUS INJURY: Means an injury to a person characterized by bruising, laceration, or other injury that would cause a reasonably prudent person to seek treatment from a medical professional without regard to whether the person actually sought medical treatment.

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

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

10-3-3: - CRUELTY TO ANIMALS:

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

1. *Adequate food*: Animals shall be provided, at intervals not to exceed twenty-four (24) hours, a quantity of wholesome foodstuff specific to the age of the animal's species that provides an adequate level of nutrition necessary to sustain the good health of the animal.
 2. *Adequate quantities of water*: Animals shall at all times have access to a supply of clean and fresh water. The owner shall replenish the water supply a minimum of every twenty-four (24) hours.
 3. *Sanitary animal keeping*: Owners shall keep their animals in a clean, sanitary and healthy manner and not confine them in a manner where they are forced to stand, sit or lie in their own excrement.
 4. *Shelter*: Every owner shall provide their domestic animals with a shelter structure possessing walls, roof, and raised floor intended to shield the animals from wind and rain. A structure that is ventilated and provides protection from excessive heat and cold. A structure commensurate to the size of the inhabiting animal to permit it to move about freely.
 5. *Tethering*: An owner shall not tether a dog or other domestic animal through use of a choke collar or tether or confine an animal in such manner that it can become entangled to the extent it cannot move freely, or reach shelter or water, or becomes entangled with another animal. The area where the animal is tethered or confined must be free of extraneous material that may cause it injury (materials such as glass, sharp metal and nails). A dog tether must be a minimum length of three (3) times the length of the dog, measured from the tip of its nose to the base of its tail. No animal may be kept continuously tethered for more than twelve (12) hours during any twenty-four-hour period or tethered on a continuous basis.
 6. *Exercise*: Confined animal must be regularly provided with physical activity appropriate to their species, age and condition sufficient to maintain their good health.
 7. *Veterinary care*: The owner of a diseased or injured animal shall promptly provide the animal with appropriate veterinary care and shall segregate the diseased animal from other animals, as necessary to prevent the transmittal of disease.
- B. *Torture or neglect*: It shall be unlawful for any person to allow an animal to suffer or permit any animal to be tortured, neglected, tormented, overloaded, overworked, cruelly beaten or mutilated that results in injury or death of the animal.
- C. *Animal fights prohibited*: It shall be unlawful for any person to attend any dogfight, cockfight, bullfight, or other such combat between animals or humans. Any involvement with animal fights besides mere attendance shall be charged and prosecuted according to state law.
- D. *Fighting equipment*: It shall be unlawful to possess cockspurs, slashers, gaffs, or other tools, equipment, devices or training facilities intended for purposes for training or engaging an animal in combat with another animal.
- E. *Leg hold, snares, and body gripping traps*: It shall be illegal to set out any leg hold traps, snares, conibear, or other body gripping traps in the city unless approved by the Animal Control Agency and the city planning and zoning department. This shall not apply to common spring bar mouse traps set on private property for the purpose of controlling the common house mouse.

- F. *Animal exhibition, circus*: It shall be unlawful for an animal exhibition or circus to perform acts or establish exhibits where the performing or exhibited animals are induced to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which is likely to cause physical injury or suffering.
- G. *Confinement without food and water; intervention*: A person observing a domestic animal confined without access to food or water for more than twenty-four (24) hours, should immediately contact the Animal Control Agency.
- H. *Improper containment of animal in motor vehicle or trailer*: No person(s) shall permit an animal to be contained within a motor vehicle or trailer under conditions that endanger the health, safety or well being of the animal. This provision includes circumstances relating to dangerous temperatures or lack of air, food, water and proper care. An Animal Control Officer, police officer or public official who has probable cause to believe a confined animal is imperiled shall have the authority to enter the motor vehicle or trailer by any reasonable means after making an effort to locate the owner.
- I. *Abandonment*: It shall be unlawful to abandon an animal intentionally, knowingly, recklessly, or, with criminal negligence, or leave an animal at a location without providing for the animal's continued care. Abandonment includes the disposing of an animal at or near an animal shelter, veterinary clinic or other place of shelter without first making provisions for its reasonable care.
1. *Exceptions*: Shall not apply to a person who captures a free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location in which it was found for the purpose of cat population control. Shall not apply to the Animal Control Agency in accordance with 10-3-16(E).
- J. A violation of this section shall constitute a misdemeanor and shall be punished as provided for in section 1-4-1 of the Kuna City Code.

Section 2: That the existing Section 4 of Chapter 3 of Title 10 Kuna City Code be repealed, and that a new Section 4 of Chapter 3 of Title 10 Kuna City Code be enacted, as follows:

10-3-4: - PROHIBITED ANIMALS

- A. *Prohibited Animals*: It shall be unlawful for any person to harbor, keep, maintain or possess within the City any of the following animals:
1. *Mammals*:
 - a. All members of the family Felidae (cat family), except domesticated cats.
 - b. All members of the family Canidae (dog family), except domesticated dogs.
 - c. All nonhuman primates.
 - d. All members of the order Insectivora, except hedgehogs.
 - e. All rodents, except domestic rats, mice, guinea pigs, hamsters, gerbils and squirrels not otherwise restricted by Federal law.
 - f. All marine mammals, including, but not limited to, whales, dolphins and seals.

- g. All animals from the order Xenarthra, including giant anteaters, sloths, tamanduas, armadillos and pangolins.
- h. All members of the family Procyonidae.
- i. All members of the family Mustelidae, except domestic ferrets (*Mustela putorius*).
- j. All civets, meerkats and members of the family Viverridae.
- k. All marsupials, except Virginia opossum, sugar gliders and bettongs.
- l. All members of the family Hyaenidae, including, but not limited to, hyenas and aardwolves.
- m. All members of the order Tubulidentata (aardvarks).
- n. All members of the order Hyracoidea (hyraxes).
- o. All hoofed animals belonging to the orders *Perrisodactyla* and *Artiodactyla*, except domesticated farm or pack animals.
- p. All members of the family Elephantidae (elephants).
- q. All members of the order Chiroptera (bats).
- r. All members of the family Ursidae (bears).

2. *Birds:*

- a. Ostriches.
- b. Cassowaries.
- c. Penguins of any kind.
- d. Cranes of any kind.
- e. Flamingos.
- f. Hornbills.
- g. Herons and their relatives from the order *Ciconiiformes*.
- h. All birds of prey from the order *Falconiformes*.
- i. All owls from the order *Strigiformes*.

3. *Reptiles:*

- a. Sea turtles of any kind.
- b. Aldabra or Galapagos tortoises.
- c. Komodo dragons.
- d. All members of the order *Crocodylia*.
- e. Wild caught Gila monsters and beaded lizards.
- f. Elapids (family of venomous snakes) except North American species, such as coral snakes, that are housed under State guidelines.
- g. Viperids (family of venomous snakes) except North American species, including, but not limited to, rattlesnakes, cotton mouths and copperheads that are housed under State guidelines.
- h. Tuataras.
- i. Anacondas.

4. *Insects:* All insects listed as agricultural pests by the USDA and Idaho Department of Agriculture.

B. *Threatened or Endangered Animals:* All animals listed as threatened or endangered on either a State or Federal level and all illegally imported animals shall be prohibited in the same manner as those listed in subsection A of this section.

C. *Exceptions:* The provisions of this section shall not apply to keeping of prohibited animals by:

1. Any bona fide, licensed zoo accredited by the Association of Zoos and Aquariums;
 2. Any bona fide licensed veterinary hospital for treatment of illness or injury by licensed veterinarians;
 3. Bona fide educational or medical institutions accredited by the Idaho Department of Education;
 4. Bona fide rehabilitators permitted by the Idaho Fish and Game Department,
 5. Any person keeping raptors that has been permitted to do so by the Idaho Fish and Game Department; and
 6. A person whose property harbors wildlife or is enhanced with any structure to provide shelter or habitat to native wildlife such as native birds, bats, reptiles, amphibians, fish, or mammals which animals, through their own volition, enter or reside on any such property without being confined artificially by the property owner. People meeting this exception are not considered to be harboring or keeping the prohibited animals.
- D. The owner or custodian of any prohibited animal kept pursuant to an exception, shall at all times:
1. Keep the animal in a cage, enclosure or other confinement that is designed, constructed, and maintained to preclude the animal's escape. The cage, enclosure, or confinement shall be of sufficient size to allow the animal reasonable freedom of movement.
 2. Keep the animal in a manner that will not threaten or annoy any person of normal sensitivity.
 3. Employ adequate safeguards to prevent unauthorized access to the animal and to prevent the escape of the animal.
 4. Immediately notify the Animal Control Agency if the animal escapes and make every reasonable effort to recapture an animal that escapes.
 5. Allow Animal Control Officers to inspect the animal and the property to determine whether the owner or custodian is complying with this section.
 6. Allow the Animal Control Agency to inspect any permit an agency of the Federal or State government has issued to the owner or custodian that regulates the animal.
 7. Every person keeping a prohibited animal under this section must house the animal and care for it in a manner that is humane and in accordance with the particular requirements of the species, to include compliance with all State and Federal laws that apply to the welfare of animals.
- E. Prohibited animals may be impounded by the Animal Control Agency and the owner liable for related fees and costs as set forth in this chapter.

Section 3: That sections 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-6: - DOGS PROHIBITED ON PUBLICLY OWNED PROPERTY:

- A. *Creation of dog-free areas*; exceptions: It is the intent of the city council to create areas within the city limits that are designated "dog-free" areas. It shall, therefore, be unlawful for any person to permit, allow, or carry any dog onto publicly owned posted property or any other public place that has been posted disallowing dogs, with the following exceptions:

1. Persons with disabilities utilizing assistance animals.
2. The dog is confined in a motorized vehicle.
3. The dog is confined to perimeter sidewalks or roadways only.
4. Police officers and their service animals.
5. Search and rescue animal handlers.
- 6.

10-3-7: - DOG LICENSES:

- A. *Location for purchasing license:* Dog licenses shall be purchased at locations designated by the city council.
- B. *License required; exceptions:* It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:
1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.
 2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.
 3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity.
 4. Dogs for sale through licensed pet stores.
- C. *License term; application; fees:*
1. Dog licenses shall be valid until the last day of the month, one (1) year, three (3) years, or five (5) years from the month of original issue depending on the duration of license purchased. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.
 2. No dog will be licensed as spayed or neutered without ~~valid~~-proof the surgery was performed.
 3. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid. A metal tag bearing the number corresponding to that affixed upon the receipt will also be provided when purchasing a new license.
 4. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.
 5. Dog licenses may be purchased year round and renewed up to thirty (30) days prior to expiration.
- D. *Use of improper or imitation dog license:* It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

10-3-8: - LIMITATIONS ON NUMBER OF DOGS OR CATS:

- A. A single residence is limited to four (4) dogs or four (4) cats, or a combination of both dogs and cats not exceeding four (4) total animals, on the premises at one (1) time; unless said

a person residing at the residence obtains a valid noncommercial kennel license, or commercial kennel license, that affords permits a greater number of dogs or cats.

- B. For the purposes of this section, the litter of a female dog or cat may be kept with its mother and the litter, and shall constitute one (1) dog or cat until the litter reaches six (6) months of age at which time this status will divest and each dog or cat shall be counted as an individual animal.
- C. A residence may exceed the four (4) dogs or cats per premises limit by an additional one (1) animal, where one (1) or more of the animals is a Service Animal, or Other Support or Therapy Animal, as defined in this Chapter, and the animal(s) will be in use at said premises in this special capacity and the person(s) utilizing the animal(s) reside(s) on the premises.

10-3-9: - NONCOMMERCIAL AND COMMERCIAL KENNEL LICENSES:

- A. *License requirements:* All kennels, commercial or noncommercial, must be properly licensed. Applications are to be addressed to the Animal Control Agency, with a duplicate application sent to the city. The application shall state the name and address of the owner, the location of the kennel or residence, and the number and type of dogs or cats to be kept. The city fee for a kennel license shall be set by resolution of the city council. An authorized officer of the Animal Control Agency shall inspect all prospective kennels or multiple animal residences prior to granting a kennel permit. The Animal Control Agency will ensure that the designated number of animals and the housing and keeping of such animals will not likely constitute a public nuisance.
- B. *Any application for a kennel permit must include:*
 - 1. Written approval from the Animal Control Agency that includes a statement about the number of dogs and/or cats that may be kept at the facility. Noncommercial kennel licenses are limited to ten (10) dogs or cats, or ten (10) dogs and cats in the aggregate.
 - 2. Licensing for each dog that is subject to licensing under section 10-3-7.
 - 3. Written City of Kuna Planning and Zoning Department approval for a commercial kennel license, which shall:
 - a. Be in the form of an approved conditional use permit and valid zoning certificate issued pursuant to Chapter 12 of Title 5, Kuna City Code.
 - b. Include the Kuna City Planning and Zoning Director or designee's signature on the kennel license.
 - 4. A noncommercial kennel license does not require a conditional use permit or zoning certificate.
- C. *Revocation of kennel license:*
 - 1. A kennel license may be revoked or the application for kennel license denied when any of the following conditions are found to exist:
 - a. Dogs or cats from the subject kennel are apprehended by an Animal Control Officer for running-at-large within the city limits more than one (1) time in any six-month period.
 - b. Failure of the kennel to maintain an accurate list of all the animals kept at the kennel. The list shall be maintained as part of the records of the kennel.
 - c. The kennel keeping more than the approved number of animals at the kennel.

- d. Failure of the kennel to allow access to an authorized Animal Control Officer to inspect the kennel facility.
 - e. Failure to maintain the kennel in a clean and sanitary manner by the kennel operator or its staff.
 - f. Failure by the kennel to provide the animal's adequate shelter and protection from the weather.
 - g. Failure by the kennel to provide the animal's with adequate ventilation.
 - h. The quartering together of temperamentally unsuited dogs or allowing the animals to be in proximity to one another which action causes the dogs to be abused or tormented.
 - i. Excessive or loud animal noises at the kennel.
 - j. Failure to adequately treat any diseased or injured dog or failure to segregate a diseased dog necessary to preventing the spread of disease to other animals.
 - k. Conviction on an animal nuisance or cruelty charge, or failure to abate a condition determined by the Animal Control Agency to contribute to, or constitute a condition of public nuisance.
- D. Upon notice of revocation, served by the Animal Control Officer, a kennel license holder shall have thirty (30) days to cure any noted defect. In the alternative, the kennel license holder may, within thirty (30) days, file a written protest to contest such revocation. The protest must be filed with the City of Kuna.
- E. If no protest has been submitted to the Kuna City Council by the kennel owner seeking review of a revocation within thirty (30) days after notice of that action, the kennel license shall be deemed revoked.

10-3-10: - ANIMALS DOGS RUNNING AT LARGE PROHIBITED:

- A. *Animals Dogs running at large:* It shall be unlawful for any owner to allow an animal dog(s) to run at large. Dogs on a leash, cord or chain (not to exceed eight (8) feet) and accompanied by a person competent to handle the animal shall be permitted on streets or public land, unless the city has posted and signed an area "dogs prohibited".
- B. *Impoundment:* The Animal Control Agency may impound any dog found running-at-large, subject to redemption in the manner as provided for in this chapter. It shall be unlawful to kill, destroy, or cause injury to a dog running-at-large, except as provided for elsewhere in this chapter.
- C. *Collar and tag required:* Every dog shall wear a substantial, durable collar, or harness at all times, to which the required license tag shall be securely attached.
- D. *Training and exercise grounds:* The city council may designate public grounds for the training or exercise of dogs, subject to certain rules and regulations. Dogs exercising in these areas need not be controlled by leash, provided they are under the control of a responsible person through whistle, voice, or other effective command.
- E. *Enclosure requirements:* Any owner who relies upon a fence, or other enclosure, to contain a dog while it is out of doors must maintain the fence or enclosure in a condition to prevent the dog from escaping and running at large. In the event a dog escapes and is found running at large, or injures or attacks another animal or person through a defective fence, the Animal Control Agency may investigate and document the condition of the fence or

enclosure where the owner regularly keeps the dog. If the fence is found to be defective or damaged, the owner shall repair the identified damage, deficiencies, or defects in the fence. If the owner fails to repair the identified damage, deficiencies, or defects, and the dog is again found running at large, the owner may be cited under this provision for failure to repair the fence to prevent a dog from running at large in addition to a citation for the dog running at large.

10-3-11: - FOUND STRAY ANIMALS:

It shall be unlawful for any person to take into their possession a stray animal without notifying the Animal Control Agency at once. The animal shall be released to the Animal Control Agency or an Animal Control Officer upon demand by that agency's representative without charge. This shall not apply to a person who captures a free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location where it was found for the purpose of cat population control.

10-3-12: - RABIES CONTROL, QUARANTINE:

A. Rabies Vaccination Requirements:

1. *Vaccination Required:* The owner or custodian of any dog or cat within the City shall vaccinate such animal against rabies within thirty (30) days of:
 - a. The dog or cat becoming four (4) months of age;
 - b. Acquiring a dog or cat without documented proof of current rabies vaccination; or
 - c. Bringing a dog or cat four (4) months of age or older into the City's limits.
2. *Revaccination Intervals:* The owner or custodian of any dog or cat within the City that has been vaccinated against rabies is required to revaccinate such animal within a period of not more than:
 - a. Twelve (12) months after the animal's initial vaccination, if the animal was between four (4) months and one (1) year of age at the time of such vaccination; and
 - b. Thirty-six (36) months after each subsequent vaccination.
3. *Rabies Vaccination Waiver:* Upon physical examination of a dog or cat, an Idaho licensed veterinarian may provide a written waiver from rabies vaccination based on an illness or infirmity in such animal, animal, or based on a positive rabies antibody titer obtained by laboratory testing. A written waiver must provide an expiration date, not to exceed twelve (12) months. Upon expiration, the animal must be vaccinated, or it must be physically reexamined by an Idaho licensed veterinarian, who may issue a new written waiver from rabies vaccination following the same guidelines set forth herein.
4. *Approved Vaccination:* Only U.S. Department of Agriculture (USDA) approved rabies vaccinations may be administered to dogs and cats within the City.
5. *Certificate of Vaccination:* An Idaho licensed veterinarian who vaccinates a dog or cat against rabies within the City, must immediately issue a certificate of vaccination signed by the veterinarian to such animal's owner or custodian. The certificate of rabies vaccination shall provide the following information:

- a. The date of the vaccination;
 - b. The name and address of the vaccinated animal's owner or custodian;
 - c. The type of vaccine used, the vaccine manufacturer's name, and the vaccine's serial or lot number; and
 - d. The breed, age, color, sex, and name of the vaccinated dog or cat.
6. *Maintaining Vaccination Records:* The owner or custodian of a dog or cat shall maintain copies of the certificates of rabies vaccinations for the animal and shall produce such records upon request by:
- a. An Animal Control Officer;
 - b. A person who was injured by and potentially exposed to rabies by such animal;
 - c. A licensed physician who is currently treating a person who was injured by and potentially exposed to rabies by such animal; or
 - d. Veterinarian who is currently treating an animal that was injured by and potentially exposed to rabies by such animal.
- B. *Duty to Report and Confine Suspected Rabid Animals:* It shall be unlawful for an owner or person having charge, custody or control and any animal, who learns or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies:
1. To fail, refuse, or neglect to notify the Animal Control Agency at once;
 2. To fail to securely confine such animal as directed by the Animal Control Agency;
 3. To fail, refuse, or neglect to allow a licensed veterinarian to inspect or examine such animal for symptoms of rabies.
- C. *Quarantine of Biting Animals; Suspected Rabies – Procedures:*
1. An owner or custodian of any animal who learns of or observes such animal exhibiting rabies symptoms or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies, shall surrender the animal for quarantine to an animal shelter or licensed veterinarian.
 2. An owner or custodian of any animal that has bitten a human in which the skin was broken shall surrender such animal for quarantined confinement to an animal shelter or a licensed veterinarian.
 3. An owner or custodian of any animal which comes into contact with a known rabid or suspected rabid animal shall be quarantined in a place and manner, and for a period of time, designated by the Director of the Animal Control Agency.
 4. Quarantine period: Any animal quarantined for biting or under suspicion of rabies infection shall be confined and observed by a licensed veterinarian for a period of no less than ten (days) and not more than fifteen (15) days from the date the bite was inflicted.
 5. Alternative quarantine procedure: At the discretion of the Director of the Animal Control Agency the quarantine of an animal may be conducted at a licensed boarding kennel or upon the premises of the owner or custodian of the animal. During the period of quarantine, the animal must be securely confined and isolated from contact with humans and other animals. Within forty-eight (48) hours of the conclusion of the quarantine period, and at the owner's or custodian's expense, shall have the animal examined by a licensed veterinarian, the Animal Control Agency, or a Animal Control Officer to determine whether the animal exhibits any

symptoms of rabies or has died. In the case of a veterinary examination, the owner or custodian shall submit a true and accurate copy of the veterinarian's examination record to the Animal Control Agency. If the animal dies while in alternative quarantine, the animal's owner or custodian shall immediately notify the Animal Control Agency and surrender the carcass for testing if requested by the animal control agency.

6. Surrender for Destruction of rabid animals: The owner or custodian of an animal that is determined to be rabid shall surrender the infected animal to the Animal Control Agency, if not already in the Animal Control Agency.
 7. Impoundment; Fees and Costs; and Disposal of Quarantined Animal: Any animal exhibiting rabies symptoms may be impounded for quarantine, and the animal's owner shall be liable for all related fees and costs as set forth in this chapter. Impounded animals for quarantine are subject to disposal by the Animal Control Agency as set forth in this chapter.
- D. *Contagious Diseased Animals At Large*: It shall be unlawful for any person to permit or allow any animal with a contagious or infectious disease to run at large upon the public streets, or to be within and upon any public transportation facility, or any other public building or place within the City, or to expose such animal in any public building or place, whereby the health, safety and wellbeing of the public, or any member or members thereof, may be affected; nor shall such animal be shipped or removed from the premises of the owner of such animal, except under the supervision of the Animal Shelter Director

10-3-13: - ANIMALS PRESENTING AN IMMEDIATE DANGER:

- A. If an animal presents an immediate danger to the health and safety of a person, or the animal is threatening or harming a person, the animal may be restrained by whatever humane means necessary and even destroyed if absolutely necessary to prevent further injury to the victim. Alternatively, the officer or animal control agency may, if practical apprehend the animal and impound it.
- B. Any owner of an animal presenting an immediate danger, as described above, shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

10-3-14: - DIRECTING A DOG TO HARASS OR ATTACK:

- A. It shall be unlawful for the owner of any animal to direct, encourage, cause, allow, or otherwise aid or assist a dog to threaten, charge, bite, harass, menace, or attack a person or other animal within the city. The aggressive animal may be seized and impounded. This section shall not apply to an attack by a dog under the control of a law enforcement officer or resultant from an attack upon an uninvited intruder who enters the owner's property with a criminal intent.
- B. Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

Section 4: That the existing Section 15 of Chapter 3 of Title 10 Kuna City Code be repealed, and a new Section 15 of Chapter 3 of Title 10 Kuna City Code be enacted as follows:

10-3-15: - CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS:

- A. An owner, or person in possession, of a dog that bites or attacks a domestic animal, or bites or attacks a human being without causing serious injury, is guilty of an infraction, and shall be punished by a fine of \$150 upon conviction. Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of an infraction under this subsection, the dog which bit or attacked shall be deemed at-risk, and the provisions of Kuna City Code 10-3-27 applicable to keeping at-risk dogs shall apply to that dog.
1. If, within twelve (12) months of a conviction under this section, a dog again attacks or bites a domestic animal, or attacks or bites a human being without causing serious injury, the owner, or person in possession, shall be guilty of misdemeanor and punishable as provided for in Kuna City Code § 1-4-1(B). Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of a misdemeanor under this subsection, the dog which bit or attacked shall be deemed dangerous, and the provisions of Kuna City Code 10-3-27 applicable to keeping dangerous dogs shall apply to that dog.
- B. Any owner, or person in possession, of a dog that bites or attacks a human being and causes serious injury shall be guilty of a misdemeanor and punishable as provided for in Kuna City Code § 1-4-1(B). Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of a misdemeanor under this subsection, the dog which bit or attacked shall be deemed dangerous, and the provisions of Kuna City Code 10-3-27 applicable to keeping dangerous dogs shall apply to that dog.

Section 5: That sections 16, 21, 22, 23, 24 and 25 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-16: - HABITUAL BARKING OR NOISEMAKING; NUISANCE:

- A. Prohibition: It shall be unlawful for a person to fail to exercise proper care and control of their animal to prevent it from becoming a public nuisance, as the term public nuisance is defined in Chapter 1, Title 52, of the Idaho Code. A person shall be subject to criminal liability for allowing an animal to become a public nuisance when such person permits or allows an animal to:
1. Bark, bay, cry, howl, or emit any excessive animal noise audible beyond the boundaries of the property on which the animal is situated for an extended period of time, day or night, thereby unreasonably disturbing another person. For purposes of this section “extended period of time” means either:
 - a. Barking, baying, crying, howling, or other animal noise emitted by one or more animals incessantly for thirty (30) minutes, with no individual period of silence of more than one (1) minute during the thirty (30) minute period; or
 - b. Barking, baying, crying, howling or other animal noise emitted by one or more animals intermittently for a total of sixty (60) minutes or more within a twenty-four (24) hour period.
- B. Exceptions: This section shall not apply to animals that are being harassed or provoked by a person to cause such noise, that are maintained on land zoned for agricultural purposes,

are kept at a properly permitted animal shelter established for the care and placement of unwanted or stray animals, or a pair kept at a properly zoned commercial boarding kennel.

- C. *Proof of excessive noise nuisance*: The owner or custodian of an animal may be charged with excessive animal noise nuisance when an Animal Control Officer:
1. Receives signed complaints alleging an animal noise nuisance from at least two (2) unrelated adult witnesses residing in different residences;
 2. Receives a signed complaint alleging an animal noise nuisance from one adult witness who has an audio or video recording of the alleged violation;
 3. Receives a signed complaint alleging an animal noise nuisance from one (1) adult witness and the Animal Control Officer also personally observes noise emission consistent with the complainant's allegations, even if the noise emission witnessed by the officer is for less than the required amount of time under this ordinance; or
 4. Personally witnesses the excessive noise violation for the required period of time under this ordinance.
- D. *Other Animal Nuisances*: An other animal nuisance may occur when:
1. An animal threatens, or acts aggressively towards, passersby;
 2. An animal chases vehicles, individuals on bicycles, scooters or similar devices, or pedestrians;
 3. An animal attacks other animals;
 4. An animal trespasses upon public or private property in such a manner as to damage the property;
 5. An excessive amount of animal feces is permitted to accumulate in such a manner as to prevent a health risk to a person or which is of such quantity as to generate odors off the premises of the animal owner; or
 6. An owner fails to confine a female dog during estrus or proestrus in a building or secure enclosure in such manner that such female dog cannot come into contact with male dogs, except for planned breeding.
- E. *Nuisance Feral Cat Prevention*: Any cat not spayed or neutered that is permitted to be out of doors not under the direct control of its owner is deemed a nuisance. The Animal Control Agency may seize any cat at large, and may spay or neuter such animal. The Animal Control Agency may mark the cat as being spayed or neutered by marking the animal's ear, or through some other methodology. A cat that is seized pursuant this section, spayed or neutered, and marked as such, may be released by the Animal Control Agency to the location from which it was seized.

10-3-21: - ENFORCEMENT OFFICIAL; ANIMAL SHELTER:

- A. *Animal Control Agency*:
1. *Appointment of Animal Control Agency*: The city council is authorized to appoint an Animal Control Agency to enforce the provisions of this chapter.
 2. *Duty of Animal Control Agency, shelter and its officers or assigns*: The Animal Control Agency is authorized to enforce the provisions of this chapter and is designated as a peace officer for this purpose. The Animal Control Agency is authorized to make necessary animal seizures. The agency may remove and keep any animal in violation of the provisions of this chapter. The Animal Control Agency shall issue a notice of ordinance violation to enforce provisions of this

section. The notice of ordinance violation may be signed by any person witnessing a violation as well as the witnessing Animal Control Officer whose name shall be affixed on the notice of ordinance violation.

- B. *Designation of animal control shelter*: The city council shall designate an official animal control shelter where animals found in violation of this chapter shall be taken.

10-3-22: - OBSTRUCTING ANIMAL CONTROL OFFICER:

- A. No person shall obstruct, delay, hinder, or interfere with any person authorized by the city council to discharge their duties under this section. The following acts are considered obstructing or interfering with an Animal Control Officer duties:
1. Removing an animal from the animal control shelter or from the custody of an Animal Control Officer without the authority of the Animal Control Officer.
 2. Removing an animal from the animal control shelter without paying the designated fees.
 3. Threatening or obstructing an Animal Control Officer acting in their official powers or duties.
 4. Committing an act that interferes with or obstructs an Animal Control Officer acting in the discharge of their duties.
 5. An Animal Control Officer in the course of their duties has an obligation to identify who they are to those requesting that information and provide a current work address and, if necessary, sign an acknowledgement of receipt of infraction or misdemeanor.
 6. It is unlawful to make a false or misleading statement or representation about animal ownership or custody to an Animal Control Officer, shelter or officer.
- B. Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

10-3-23: - IMPOUNDING OF ANIMALS:

- A. An Animal Control Officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal: are set forth in this section.
- B. *Record of impounding*: At time of animal impoundment the Animal Control Officer shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.
- C. *Identified animals*: Within twenty-four (24) hours after impoundment of an identified animal, the Animal Control Officer shall make a reasonable effort to notify the owner of the animal's impoundment.
- D. *Redeeming animals*:
1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort, and held by the animal control shelter for a period of time, as determined by the impounding agency, unless they are subject to other provisions of this section.

2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.
3. The owner of any animal that is lawfully impounded shall be responsible for and pay all fees and expenses related to the impoundment whether or not the animal is later claimed.
4. The following protocol is required to reclaim an animal, unless otherwise noted:
 - a. Execution of a sworn statement of ownership.
 - b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.
 - c. Payment of the impoundment fees.
 - d. Payment of the boarding fee according to the boarding schedule.
 - e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.
- E. *Refusal to redeem impounded animal*; adoption; appeal: The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or an agent of the Animal Control Officer, an animal should not be returned to the owner for humane or public health reasons. The owner shall be provided written notice of this decision, and the owner shall be permitted to appeal this decision to the director as an affected person. After completion of an appeal, or after the time for filing an appeal has passed, the animal control agency may either: (1) find a responsible person to adopt the animal; or (2) euthanize the animal.
- F. *Impoundment fee*: The animal control shelter shall charge a fee, set by resolution of the City Council of Kuna, Idaho, for receiving an animal into custody. This fee shall be paid at time of animal redemption and these fees shall be remitted to the City of Kuna, Idaho.
- G. *Boarding fees*: The animal control shelter shall be entitled to charge a boarding fee for the keeping and selling of an animal and these fees shall be retained by the animal control shelter.
- H. The charges associated with the keeping and selling of an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for boarding and keeping any animal shall be paid at time of animal redemption along with any veterinary and hospital expenses incurred during the animal's impoundment. The animal control shelter is obligated to keep a fee schedule for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

10-3-24: - CITY IMMUNE FROM LIABILITY:

The city, the city's designee, the Animal Control Officer, the Animal Control Officer, and Animal Control Officer shall be immune from all civil liability for actions taken pursuant to this chapter, or for any failure to take action to enforce the provisions of this chapter. This chapter has been enacted for the welfare of the public as a whole.

10-3-25: - HABITUAL VIOLATOR:

- A. *Notice of Abatement*; appeal: In addition to any legal remedy available under the provisions of this chapter, the animal control agency may notify and direct, in writing, an owner who is guilty of three (3) convictions of a violation of this chapter in any twelve-month period

to abate and remove the animal(s) causing the violations from the city within five (5) calendar days from the date of the notice; or, in the alternative, to abate and transfer ownership and possession of the animal to another person not living at the same place of residence. Such notice to abate shall provide notice that Notice of Abatement can be appealed as provided in Kuna City Code 10-3-28.

- B. A person that receives a notice of abatement shall be permitted to appeal the order to the director as an affected person as provided in Kuna City Code 10-3-28.
- C. *Failure to abate; impoundment of animal:* If the owner of the animal is found in violation of the abatement notice and has failed to timely appeal the notice or lost their appeal, the animal shall be removed and impounded by the Animal Control Officer, subject to all impoundment procedures; provided, however, the animal may not be returned to the same residence or property from where it formerly resided or was impounded. The owner of the animal shall be responsible for the fees incurred as a result of the seizure and impoundment of the animal.

Section 6: That the title and language in Section 26 of Chapter 3 of Title 10 Kuna City Code be repealed, and that the section be retitled, and new language inserted, as follows:

10-3-26: - RESPONSIBILITY FOR ANIMALS OWNED BY A MINOR:

Parental responsibility: In the event that the dog's owner is a minor, the parent or guardian shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by the animal.

Section 7: That Chapter 3 of Title 10 Kuna City Code is and the same is hereby amended by the addition thereto of new sections 27, 28, and 29 to read as follows.

10-3-27: - DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS:

A. *Purpose.*

- 1. Dangerous and at-risk dogs found within the boundaries of the City of Kuna present a risk to the health, safety, and welfare of persons and other animals. The purpose of this section is to provide policies and procedures for the safe management of dangerous and at-risk dogs to promote the public health, safety, and welfare, while also promoting the humane and ethical treatment of animals.

B. *Procedure for Designating a Dog as Dangerous or At-Risk.*

- 1. If an Animal Control Officer has probable cause to believe a dog is dangerous or at-risk, as those terms are defined in this Chapter, the officer shall have authority to designate the dog as dangerous or at-risk and shall serve a written Notice of Designation on the owner of the dog. An Animal Control Officer shall have authority to designate an animal regardless of whether or not an owner has been charged with a crime related to an animal attack. The Notice of Designation shall:
 - a. Be personally served on the owner by an Animal Control Officer within five (5) business days of the events being reported to the Animal Control Agency that provide grounds for the designation as dangerous or at-risk;
 - b. Identify whether the dog is being designated as dangerous or at-risk;

- c. Identify the date on which the officer determined the dog to be dangerous or at-risk;
 - d. Provide a description of the factual circumstances and events that support the officer's decision to designate the dog as dangerous or at-risk;
 - e. Provide a clear description of the dog such that it can be identified;
 - f. Provide notice that the owner may petition the Animal Control Agency to review the officer's decision to designate the animal as dangerous or at-risk;
 - g. Provide notice that the officer's designation decision shall become final after ten (10) business days if the owner fails to petition the Animal Control Agency to review the Notice of Designation;
 - h. Provide notice that owners of a dog designated as at-risk or dangerous may either keep the dog in their possession and be subject to the restrictions of this section for the keeping of such dogs, or may voluntarily relinquish custody of a dog to the Animal Control Agency; and
 - i. Provide notice that the final disposition of a dog voluntarily relinquished to, or seized by, the Animal Control Agency pursuant to this section may be adoption or euthanasia, and this decision shall be in the sole discretion of the Animal Control Agency.
2. No dog may be designated as dangerous or at-risk when, at the time an injury or damage was sustained, the precipitating cause constituted justified provocation.
 3. When an Animal Control Officer designates a dog as dangerous, the Animal Control Officer shall have authority to seize and impound such dog, and may in his discretion seize the dog if the Animal Control Officer determines that seizure is necessary to avoid a present or ongoing risk presented by the dog.
 4. When an Animal Control Officer designates a dog as at-risk the Animal Control Officer shall have authority, but is not required, to seize and impound the dog. Where the officer chooses to leave the dog in the owner's custody and care, based upon the owner's express willingness to comply with requirements and restrictions for keeping such dogs, the officer shall provide notice to the owner of the requirements and restrictions for keeping at-risk dogs as provided in this section.
 5. If an owner chooses to petition the Animal Control Agency to review the officer's designation decision, the owner shall be responsible for any fees associated with boarding and caring for the animal during the time the petition and any additional proceedings are pending, as well as any fees associated with processing and considering the petition.
- C. Any owner that receives a Notice of Designation shall be permitted to appeal that designation as an affected person as provided in Kuna City Code § 10-3-28.
- D. *Keeping Dangerous Dogs:* The owner of a dog designated as dangerous, or a new adoptive owner of a dog designated as dangerous prior to being adopted, shall be subject to the following restrictions for the keeping of such dog within the boundaries of the City of Kuna:
1. The dog shall be licensed pursuant to the provisions of this Chapter.
 2. The owner shall be required to have a microchip implanted in the dog that allows for identification of the animal and the owner shall be required to report the microchip number to the Animal Control Agency.

3. The owner shall be required to procure and maintain liability insurance of not less than one hundred fifty thousand dollars (\$150,000) in the case of a dog that is designated as dangerous based on an attack or injury inflicted on any person, or twenty thousand dollars (\$20,000) in the case of a dog that is designated as dangerous based solely on attacks or injuries inflicted on animals but not people, that covers any damage or injury that may be caused by such dangerous dog; the City shall be named as an additional insured on this policy for the purpose that the City Clerk, or other licensing authority, will be notified by the insurance company if the policy is cancelled, terminated, or otherwise expires.
 4. The dog shall be contained within an enclosure on the owner's property; this enclosure may be a fence, kennel, or other adequate means of containing the animal to the owner's property. The Animal Control Agency shall be permitted to inspect such enclosure, and if the enclosure is found to be defective or inadequate by the agency the owner shall not be permitted to keep the dog until the enclosure improved as requested by the Animal Control Agency. Failure to improve the enclosure shall result in the inability of the owner to keep the dangerous dog.
 5. The owner shall be required to post signs on their property that announce to other persons that there is a dangerous dog on the property. Such signs must be placed at any potential entrance point to the yard or home (such as at gates, doors, and on the enclosure where the dog is kept), and must include words indicating the presence of a "vicious" or "dangerous" dog. A sign merely stating "Beware of Dog," without also identifying the dog to be "vicious," "dangerous," or some substantially similar word indicating the dog's propensity for aggression shall be insufficient.
 6. In the event the owner takes the dog off their property, the dog shall be on a leash no greater than three (3) feet in length, and the dog shall also be required to wear a muzzle. The leash must be of adequate strength to restrain the dog, and the person holding the leash must be physically capable of restraining and controlling the dog; the dog must not be allowed to be off leash within the City limits of Kuna including any areas designated as off leash areas, the dog shall not be kept at dog care facilities where dogs are kept in group off leash housing. The owner or custodian of the dog shall ensure that the dog is not allowed to have physical contact with any other dog or person other than the keeper, custodian or immediate family of the owner when off the property of the owner.
 7. The owner shall be required to spay or neuter the dog.
 8. The owner shall be obligated to schedule and obtain annual inspections of the dog by the Animal Control Agency.
- E. The owner of a dog designated as at-risk, or a new adoptive owner of a dog designated as at-risk prior to being adopted, shall be subject to the following restrictions for the keeping of such dog within the boundaries of the City of Kuna:
1. The dog shall be licensed pursuant to the provisions of this chapter;
 2. The owner shall be required to have a microchip implanted in the dog that allows for identification of the animal and the owner shall be required to report the microchip number to the Animal Control Agency;
 3. The dog shall be contained within an enclosure on the owner's property; this enclosure may be a fence, kennel, or other adequate means of containing the animal to the owner's property. The Animal Control Agency shall be permitted to inspect

such enclosure, and if the enclosure is found to be defective or inadequate by the agency the owner shall not be permitted to keep the dog until the enclosure improved as requested by the Animal Control Agency. Therefore, the dog may be impounded until the enclosure is repaired or improved. Failure to improve the enclosure shall result in the inability of the owner to keep the at-risk or dangerous dog;

4. In the event the owner takes the dog off their property, the dog shall be on a leash no greater than six (6) feet in length. Further the leash must be of adequate strength to restrain the dog, and the person holding the leash must be physically capable of restraining and controlling the dog; the dog must not be allowed to be off leash within the City Limits of Kuna including any areas designated as off leash areas, the dog shall not be kept at dog care facilities where dogs are kept in group off leash housing. The owner or custodian of the dog shall ensure that the dog is not allowed to have physical contact with any other dog or person other than the keeper, custodian or immediate family of the owner when off the property of the owner.
- F. In addition to any criminal penalties, failure to comply with any of the restrictions in section (D) or (E) above may result in the dog being immediately seized and impounded. An owner is permitted to redeem the animal from impound so long as the owner comes into compliance with the provisions of section (D) or (E), whichever is applicable, within ten (10) days of the dog being seized. If the owner fails to come into compliance with the provisions of the applicable section (D) or (E), the Animal Control Agency may place for adoption or euthanize the dog, provided the agency complies with the adoption or euthanasia guidelines provided for elsewhere in this Chapter.
- G. *Transfer of At-Risk or Dangerous Dogs:* If an owner of an at-risk or dangerous dog transfers ownership of the dog to another person they shall be obligated to notify the new owner of the designation. Further, they shall be obligated to notify the City of the transfer of ownership of the animal, and provide to the Animal Control Agency the name, physical address, and telephone number of the new owner of the dog. The new owner shall be obligated to comply with the requirements set forth in this section for keeping at-risk or dangerous dogs.
- H. *Disposition of Dogs Designated as Dangerous or At-risk.*
1. In the event a dog designated as dangerous again, while unprovoked, attacks a person, such dog shall be subject to immediate impounding by the Animal Control Agency and shall be humanely euthanized as expeditiously as reasonably possible. Such second attack need not cause serious injury for this provision to apply.
 2. As proscribed elsewhere in this Chapter, dangerous or at-risk dogs may be impounded under various circumstances. Where such dogs are voluntarily relinquished by the owner, or where the owner cannot or will not redeem the dog from impound, the Animal Control Agency shall be permitted to place the dog for adoption if, in agency's judgment, the dog can be safely adopted to a new home. Where the agency concludes the dog cannot be safely adopted, the agency shall humanely euthanize such animal.
 3. If the Animal Control Agency chooses to place for adoption a dog currently or previously designated as dangerous or at-risk to a new home, the Animal Control Agency shall provide written notice to the person(s) adopting the dog of its current or previous designation. Prior to approving the adoption, the agency shall obtain a

written signed waiver from the adopting person(s) indicating they are aware of the dog's designation, and will not hold the City liable for incidents that may arise related to the dog's behavior. Further, where the designation is currently in place and not expired or vacated, the Animal Control Agency shall notify the person(s) adopting the animal of the restrictions placed on an owner of such animal provided for in Kuna City Code § 10-3-27(D)(2)(a-g) Kuna City Code, and the owner shall be obligated to comply with these restrictions.

4. The Animal Control Agency, in its sole discretion, shall be authorized to deny a request to adopt a dangerous or at-risk dog. The Animal Control Agency shall be particularly sensitive to the potential risks associated with adopting the animal to a home with small children or other vulnerable individuals, and only approve such adoptions in rare circumstances. The agency's decision to deny an adoption request under this provision is not subject to appeal under Kuna City Code § 10-3-28, as the person denied the opportunity to adopt never possessed, nor had the right to possess, the animal at issue.
5. The Animal Control Agency shall keep records of dogs designated as dangerous or at-risk. The records kept shall at a minimum contain information identifying the dog (including name, breed, color and markings description, microchip number, and gender), the date of the Notice of Designation, and the name and contact information for the current owner of such dog.
 - I. *Expiration or cancellation of at-risk designation.*
 1. The designation as an at-risk dog shall expire twenty-four (24) months after the Notice of Designation is served on the current or previous owner, provided the dog has not acted in a manner or committed an act during that twenty-four (24) month period that would constitute grounds to again designate the dog as dangerous or at-risk.
 2. An owner of an at-risk dog may petition the Animal Control Agency earlier than twenty-four (24) months to cancel the designation as at-risk. The petition shall set out factual or legal circumstances that would warrant the cancellation of the designation. The agency receiving such a petition shall investigate the circumstances asserted by the owner, and provide a written decision to the owner either granting or denying the petition. An owner may file more than one petition under this provision, provided no owner shall bring more than one such petition during any twelve (12) month period of time. The owner bringing such petition shall be responsible for all fees and costs incurred by the City or Animal Control Agency in processing said petition.
 - J. The owner of a dog impounded under any provision of this section shall be liable to the Animal Control Agency for costs associated with boarding and caring for the animal until the animal redeemed from impound, adopted, or euthanized, except where the animal was voluntary relinquished to the Animal Control Agency.
 - K. An owner of a dog who violates any provision of section 10-3-27 Kuna City Code shall be guilty of a misdemeanor and shall be punishable as provided for in section 1-4-1(B) of the Kuna City Code.

10-3-28: - APPEAL PROCEDURE FOR AFFECTED PERSONS:

- A. An affected person, as defined in this Chapter, shall have a right to appeal the enforcement decision that adversely impacted his or her rights to the director of the Animal Control Agency. These appeal procedures do not apply to the appeal of criminal charges that may be imposed under this section.
- B. An appeal is commenced by filing a petition for review with the director. The director shall have authority to sustain or vacate the enforcement decision.
- C. The petition for review must be received by the director within ten (10) business days of the affected person receiving notice of the enforcement decision, and shall briefly set forth the factual or legal basis for disputing the enforcement decision. Further, a copy of any written notice of the enforcement decision that may have been served upon the affected person shall be attached to the petition.
- D. Upon receipt of the petition, the director shall schedule the matter for a hearing to be held no sooner than fourteen (14) days, nor longer than twenty (21) days from the date of receipt of the petition. The director may provide the petitioner notice of the hearing date in person or by sending the petitioner written notice via U.S. Mail of the scheduled hearing date. If the petitioner is unavailable for the scheduled date, the petitioner and director may continue the hearing to a mutually agreed upon date, provided the hearing may not be continued more than fourteen (14) days from the original hearing date.
- E. The director, or the director's designee, shall act as a hearing officer at the scheduled hearing. The hearing may be held in person or conducted telephonically at the discretion of the director. At this hearing, the petitioner shall have the opportunity to present argument and evidence to the hearing officer to refute the enforcement decision. The agent who made the enforcement decision shall be permitted, but not required, to attend the hearing to offer argument or evidence in support of the enforcement decision. After considering the argument and evidence presented, the hearing officer shall enter a decision either sustaining or vacating the enforcement decision, and the hearing officer's decision must be supported by a preponderance of the evidence. This decision shall be written and sent to the petitioner via U.S. mail and postmarked no later than (7) days after the hearing.
- F. Failure by a petitioner to attend the hearing shall constitute waiver of their argument or objection, and the enforcement decision shall be considered the final decision of the Animal Control Agency.
- G. The Animal Control Agency is authorized to collect a reasonable fee to recover costs associated with holding the hearing and issuing the written decision contemplated in this section.

10-3-29: - PENALTIES:

Except where specifically provided otherwise within this Chapter, any person violating a provision of this Chapter shall be guilty of an infraction punishable as provided for in Kuna City Code § 1-4-1. A second violation of a provision of this Chapter within six (6) months from the date of the commission of the prior offense for which the person was charged shall constitute a misdemeanor and shall be punishable by a fine not exceeding one thousand dollars (\$1,000.00).

Section 8: Directing the City Clerk

The City Clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

Section 9: Effective Date

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

DATED this ____ day of _____, 2020

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2021-30
CITY OF KUNA, IDAHO

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;**
- **REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “WILD ANIMALS” AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PROHIBITED ANIMALS,” WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND**
- **AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND**
- **REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED “DISEASED ANIMALS,” WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED “CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS,” PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND**
- **AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION;**

MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND

- **REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PENALTIES,” WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “RESPONSIBILITY FOR ANIMALS OWNED BY MINORS,” WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED “DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS,” WHICH PROVIDES PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED “APPEAL PROCEDURE FOR AFFECTED PERSONS,” WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED “PENALTIES,” WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That sections 2 and 3 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-2: - DEFINITIONS:

ABANDON: To leave an animal unattended for more than twenty-four (24) hours without the owner making arrangements for its proper care, sustenance and shelter, or releasing the animal upon public highways or public or private property. Shall not apply to a person who captures a

free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location in which it was found for the purpose of cat population control. Shall not apply to the Animal Control Agency in accordance with 10-3-16(E).

AFFECTED PERSON: Means any person, in particular owners, whose rights to own or possess an animal have been adversely impacted by a specific decision to enforce any provision of this chapter against that person.

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

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

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

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

- ~~A. Any member of the large cat family (family Felidae) including, but not limited to, cougars, bobcats, cheetahs, lynxes, lions, mountain lions, tigers and jaguars, but excluding domesticated house cats.~~
- ~~B. Any naturally wild member of the canine family (family Canidae) including, but not limited to, wolves, foxes and coyotes, but excluding domesticated dogs.~~
- ~~C. Any cross-breeds between naturally wild animals and domestic animals, such as a wolf hybrid.~~
- ~~D. Any member or relative of the rodent family.~~
- ~~E. Any skunk (whether or not descended), or raccoon, and other members of the weasel family (Mustelidae) and raccoon family (Procyonidae).~~
- ~~F. Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.~~

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

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

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

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

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

AT-RISK DOG: Means any dog that:

- A. Without justified provocation bites a person without causing a serious injury; or
- B. Without provocation and while at-large has killed, inflicted injury, or otherwise caused injury to a domestic animal by attacking a domestic animal not on the real property of the owner of the dog.
- C. Has previously been found to be an at-risk dog pursuant to the Idaho Code or a substantially conforming ordinance or statute from foreign jurisdiction.

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

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

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

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

COMMERCIAL KENNEL: Any lot or premises or portion thereof, on which five (5) or more dogs, cats, or other household domestic animals are maintained, harbored, possessed, boarded, bred, or cared for in return for compensation, or are offered for sale. This definition does not include an animal clinic, animal hospital, or veterinary office where boarding is limited to short-term care incidental to the hospital purposes.

CURRENT VACCINATION: An animal that has received a primary rabies vaccine at least thirty (30) days ago, and no more than one (1) year ago, or has received a booster vaccine administered

according to the manufacturer's written instructions. The rabies vaccine shall be licensed by the United States Department of Agriculture for use in that species (a list of the currently licensed vaccines can be found in the current "Compendium of Animal Rabies Vaccines" prepared and updated annually by the National Association of State Public Health Veterinarians). Rabies vaccination must be performed by or under the direct supervision of a veterinarian who is licensed or legally permitted to practice veterinary medicine.

DANGEROUS DOG: ~~Any of the following:~~ Means any dog that:

- A. ~~Any dog that, unprovoked, has attacked or is attacking any person or domestic animal. Without justified provocation has inflicted serious injury on a person;~~
- B. ~~Any dog previously designated as a "potentially dangerous dog", where the owner has been notified in writing by the animal control officer of said status determination, and where the animal continues the behavior described in the definition of "potentially dangerous dog" of this section. Has been previously be found to be at-risk and thereafter bites or physically attacks a person without justified provocation;~~
- C. Has previously been found to be a dangerous dog pursuant to the Idaho Code or a substantially conforming ordinance or statute from foreign jurisdiction; or
- D. Has been previously found to be at-risk and thereafter inflicts injury to a domestic animal not on the real property of the owner of the dog.

DOG: Both the male and female of the Canine species.

EUTHANASIA: The procedure in which an animal is humanely killed by a method that is painless to the animal, and causing unconsciousness and death. This procedure to be performed by a certified euthanasia technician or licensed veterinarian in accordance with Idaho Code, Title 54, Chapter 21.

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

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

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

JUSTIFIED PROVOCATION: Means to perform any act or omission that a reasonable person with common knowledge of dog behavior would conclude is likely to precipitate a bite or attack by an ordinary dog. Justified provocation includes, but is not limited to, the following:

- A. The dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
- B. The person was committing a crime or offense upon the property of the owner or custodian of the dog;

- C. The person was at the time, or had in the past, willfully tormented, abused or assaulted the dog;
- D. The dog was responding to pain or injury or protecting its offspring;
- E. The dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury sustained was to a person who was interfering with the dog while the dog was working in a place where it was lawfully engaged in such activity, including public lands;
- F. The dog was a Service Animal individually trained to do work or perform tasks for a person with a disability; or
- G. The person was intervening between two (2) or more animals engaged in aggressive behavior or fighting.

~~*KENNEL, COMMERCIAL:* Any real property where five (5) or more dogs are maintained, harbored, possessed, trained, bred, boarded or cared for in return for compensation. This definition does not include an animal clinic, animal hospital or veterinary office where boarding is limited to short-term care incidental to the hospital use.~~

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

NONCOMMERCIAL KENNEL: Any lot or premises or portion thereof on which more than four (4) dogs, or five (5) cats, or a combination of four (4) such animals, are maintained, harbored, possessed, boarded, bred, or cared for without compensation and which animals are not for sale. A noncommercial kennel license for such activity is required from the City Clerk.

OTHER SUPPORT OR THERAPY ANIMALS: These are support animals that provide companionship, relieve loneliness, or sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities, and therefore do not satisfy the definition for 'service animal' within the Americans with Disabilities Act.

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

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

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

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

POTENTIALLY DANGEROUS DOG:

- ~~A. A dog, when unprovoked, who engages in an aggressive behavior requiring a defensive action by any person to prevent bodily injury, where the person is not on the real property of the owner of the dog.~~
- ~~B. A dog, without provocation, which has killed, inflicted injury, or otherwise caused injury by attacking a domestic animal not on the property of the owner of the dog.~~

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

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

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

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

RESIDENCE: Refers to the place of abode for a person or family that is more than merely temporary shelter.

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

SECURE ENCLOSURE: An enclosure that securely impounds an animal.

SERIOUS INJURY: Means an injury to a person characterized by bruising, laceration, or other injury that would cause a reasonably prudent person to seek treatment from a medical professional without regard to whether the person actually sought medical treatment.

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

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

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

10-3-3: - CRUELTY TO ANIMALS:

- A. *Standard of animal care:* Owners shall provide their animals the minimum standard of care set forth in this section. Every owner shall provide the animal with sufficient wholesome food, water and shelter according to the following minimum standards:
1. *Adequate food:* Animals shall be provided, at intervals not to exceed twenty-four (24) hours, a quantity of wholesome foodstuff specific to the age of the animal's species that provides an adequate level of nutrition necessary to sustain the good health of the animal.
 2. *Adequate quantities of water:* Animals shall at all times have access to a supply of clean and fresh water. The owner shall replenish the water supply a minimum of every twenty-four (24) hours.
 3. *Sanitary animal keeping:* Owners shall keep their animals in a clean, sanitary and healthy manner and not confine them in a manner where they are forced to stand, sit or lie in their own excrement.
 4. *Shelter:* Every owner shall provide their domestic animals with a shelter structure possessing walls, roof, and raised floor,~~and a door~~ intended to shield the animals from wind and rain. A structure that is ventilated and provides protection from excessive heat and cold. A structure commensurate to the size of the inhabiting animal to permit it to move about freely.
 5. *Tethering:* An owner shall not tether a dog or other domestic animal through use of a choke collar or tether or confine an animal in such manner that it can become entangled to the extent it cannot move freely, or reach shelter or water, or becomes entangled with another animal. The area where the animal is tethered or confined must be free of extraneous material that may cause it injury (materials such as glass, sharp metal and nails). A dog tether must be a minimum length of three (3) times the length of the dog, measured from the tip of its nose to the base of its tail. No animal may be kept continuously tethered for more than twelve (12) hours during any twenty-four-hour period or tethered on a continuous basis.
 6. *Exercise:* Confined animal must be regularly provided with physical activity appropriate to their species, age and condition sufficient to maintain their good health.
 7. *Veterinary care:* The owner of a diseased or injured animal shall promptly provide the animal with appropriate veterinary care and shall segregate the diseased animal from other animals, as necessary to prevent the transmittal of disease.
- B. *Torture or neglect:* It shall be unlawful for any person to allow an animal to suffer or permit any animal to be tortured, neglected, tormented, overloaded, overworked, cruelly beaten or mutilated that results in injury or death of the animal.
- C. *Animal fights prohibited:* It shall be unlawful for any person to ~~cause, instigate, or permit attend~~ any dogfight, cockfight, bullfight, or other such combat between animals or humans. A violation of this section is punishable by state law. Any involvement with animal fights besides mere attendance shall be charged and prosecuted according to state law.
- D. *Fighting equipment:* It shall be unlawful to possess cockspurs, slashers, gaffs, or other tools, equipment, devices or training facilities intended for purposes for training or engaging an animal in combat with another animal.
- E. *Leg hold, snares, and body gripping traps:* It shall be illegal to set out any leg hold traps, snares, conibear, or other body gripping traps in the city unless approved by the Aanimal Control Agency and the city planning and zoning department. This shall not apply to

common spring bar mouse traps set on private property for the purpose of controlling the common house mouse.

- F. *Animal exhibition, circus*: It shall be unlawful for an animal exhibition or circus to perform acts or establish exhibits where the performing or exhibited animals are induced to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which is likely to cause physical injury or suffering.
- G. *Confinement without food and water; intervention*: A person observing a domestic animal confined without access to food or water for more than twenty-four (24) hours, should immediately contact the Animal Control Agency.
- H. *Improper containment of animal in motor vehicle or trailer*: No person(s) shall permit an animal to be contained within a motor vehicle or trailer under conditions that endanger the health, safety or well being of the animal. This provision includes circumstances relating to dangerous temperatures or lack of air, food, water and proper care. An Animal Control Officer ~~Officer~~, police officer or public official who has probable cause to believe a confined animal is imperiled shall have the authority to enter the motor vehicle or trailer by any reasonable means after making an effort to locate the owner.
- I. *Abandonment*: It shall be unlawful to abandon an animal intentionally, knowingly, recklessly, or, with criminal negligence, or leave an animal at a location without providing for the animal's continued care. Abandonment includes the disposing of an animal at or near an animal shelter, veterinary clinic or other place of shelter without first making provisions for its reasonable care.
 - 1. *Exceptions*: Shall not apply to a person who captures a free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location in which it was found for the purpose of cat population control. Shall not apply to the Animal Control Agency in accordance with 10-3-16(E).
- J. A violation of this section ~~except subsection C~~ shall constitute a misdemeanor and shall be punished as provided for in section 1-4-1 of the Kuna City Code. ~~Subsection C shall be punishable as prescribed therein.~~

Section 2: That the existing Section 4 of Chapter 3 of Title 10 Kuna City Code be repealed, and that a new Section 4 of Chapter 3 of Title 10 Kuna City Code be enacted, as follows:

~~10-3-4: WILD ANIMALS~~

- ~~A. It shall be unlawful for any person to keep, maintain or have in their possession or control, a wild animal as defined herein.~~
- ~~B. This prohibition does not apply to zoological parks, properly licensed transient animal exhibitions, circuses, or licensed veterinarians, or those facilities possessing valid and current state and/or federal permits to keep such animals.~~

10-3-4: - PROHIBITED ANIMALS

- A. *Prohibited Animals*: It shall be unlawful for any person to harbor, keep, maintain or possess within the City any of the following animals:
 - 1. *Mammals*:

- a. All members of the family Felidae (cat family), except domesticated cats.
- b. All members of the family Canidae (dog family), except domesticated dogs.
- c. All nonhuman primates.
- d. All members of the order Insectivora, except hedgehogs.
- e. All rodents, except domestic rats, mice, guinea pigs, hamsters, gerbils and squirrels not otherwise restricted by Federal law.
- f. All marine mammals, including, but not limited to, whales, dolphins and seals.
- g. All animals from the order Xenarthra, including giant anteaters, sloths, tamanduas, armadillos and pangolins.
- h. All members of the family Procyonidae.
- i. All members of the family Mustelidae, except domestic ferrets (Mustela putorius).
- j. All civets, meerkats and members of the family Vivirridae.
- k. All marsupials, except Virginia opossum, sugar gliders and bettongs.
- l. All members of the family Hyaenidae, including, but not limited to, hyenas and aardwolves.
- m. All members of the order Tubulidentata (aardvarks).
- n. All members of the order Hyracoidea (hyraxes).
- o. All hoofed animals belonging to the orders Perrisodactyla and Artiodactyla, except domesticated farm or pack animals.
- p. All members of the family Elephantidae (elephants).
- q. All members of the order Chiroptera (bats).
- r. All members of the family Ursidae (bears).

2. Birds:

- a. Ostriches.
- b. Cassowaries.
- c. Penguins of any kind.
- d. Cranes of any kind.
- e. Flamingos.
- f. Hornbills.
- g. Hérons and their relatives from the order Ciconiiformes.
- h. All birds of prey from the order Falconiformes.
- i. All owls from the order Strigiformes.

3. Reptiles:

- a. Sea turtles of any kind.
- b. Aldabra or Galapagos tortoises.
- c. Komodo dragons.
- d. All members of the order Crocodylia.
- e. Wild caught Gila monsters and beaded lizards.
- f. Elapids (family of venomous snakes) except North American species, such as coral snakes, that are housed under State guidelines.
- g. Viperids (family of venomous snakes) except North American species, including, but not limited to, rattlesnakes, cotton mouths and copperheads that are housed under State guidelines.

Section 3: That sections 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-6: - DOGS PROHIBITED ON PUBLICLY OWNED PROPERTY:

A. *Creation of dog-free areas; exceptions:* It is the intent of the city council to create areas within the city limits that are designated "dog-free" areas. It shall, therefore, be unlawful for any person to permit, allow, or carry any dog onto publicly owned posted property or any other public place that has been posted disallowing dogs, with the following exceptions:

1. Persons with disabilities utilizing assistance animals.
2. The dog is confined in a motorized vehicle.
3. The dog is confined to perimeter sidewalks or roadways only.
4. Police officers and their service animals.
5. Search and rescue animal handlers.

~~B. Parental responsibility: In the event that the dog's owner is a minor, the parent or guardian shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by the animal.~~

10-3-7: - DOG LICENSES:

A. *Location for purchasing license:* Dog licenses shall be purchased at locations designated by the city council.

B. *License required; exceptions:* It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:

1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.
2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.
3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity.
4. Dogs for sale through licensed pet stores.

C. *License term; application; fees:*

1. Dog licenses shall be valid until the last day of the month, one (1) year, three (3) years, or five (5) years from the month of original issue depending on the duration of license purchased. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.
2. No dog will be licensed as spayed or neutered without valid proof the surgery was performed.
3. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid. A metal tag bearing the number corresponding to that affixed upon the receipt will also be provided when purchasing a new license.

4. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.
 5. Dog licenses may be purchased year round and renewed up to thirty (30) days prior to expiration.
- D. *Use of improper or imitation dog license:* It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

10-3-8: - LIMITATIONS ON NUMBER OF DOGS OR CATS:

- A. ~~A dog or cat owner~~ A single residence is limited to four (4) dogs or four (4) cats, or a combination of both dogs and cats not exceeding four (4) total animals, on the premises at one (1) time; unless ~~said~~ a person residing at the residence obtains a valid noncommercial kennel license, or commercial kennel license, that ~~affords~~ permits a greater number of dogs or cats.
- B. For the purposes of this section, the litter of a female dog or cat may be kept with its mother and the litter, and shall constitute one (1) dog or cat until the litter reaches six (6) months of age at which time this status will divest and each dog or cat shall be counted as an individual animal.
- C. ~~Any person~~ A residence may exceed the four (4) dogs or cats per premises limit by an additional one (1) animal, where ~~all~~ one (1) or more of the dogs ~~animals are service dogs that have received professional special training, such as seeing eye dogs, safety dogs or companion dogs, and the dogs is a Service Animal, or Other Support or Therapy Animal, as defined in this Chapter, and the animal(s) will be in use at said premises in their~~ this special training capacity and the person(s) utilizing the dogs animal(s) reside(s) on the premises.

10-3-9: - NONCOMMERCIAL AND COMMERCIAL KENNEL LICENSES:

- A. *License requirements:* All kennels, commercial or noncommercial, must be properly licensed. Applications are to be addressed to the ~~Idaho Humane Society, Incorporated~~ Animal Control Agency, with a duplicate application sent to the city. The application shall state the name and address of the owner, the location of the kennel or residence, and the ~~breed(s) of dog~~ number and type of dogs or cats to be kept. The city fee for a kennel license shall be set by resolution of the city council. An authorized officer of the ~~Idaho Humane Society~~ Animal Control Agency shall inspect all prospective kennels or multiple animal residences prior to granting a kennel permit. The Animal Control Agency will ensure that the designated number of animals and the housing and keeping of such animals will not likely constitute a public nuisance.
- B. *Any application for a kennel permit must include:*
 1. Written approval from the ~~Idaho Humane Society~~ Animal Control Agency that includes a statement about the number of dogs and/or cats that may be kept at the facility. Noncommercial kennel licenses are limited to ten (10) dogs or cats, or ten (10) dogs and cats in the aggregate.
 2. Licensing for each dog that is subject to licensing under section 10-3-7.

3. Written City of Kuna Planning and Zoning Department approval for a commercial kennel license, which shall:
 - a. ~~Written approval shall be~~ Be in the form of an approved conditional use permit and ~~possession of a valid zoning certificate issued pursuant to Chapter 12 of Title 5, Kuna City Code.~~
 - b. ~~Written approval shall provide~~ Include the Kuna City Planning and Zoning Director or designee's signature on the kennel license.
 4. A noncommercial kennel license does not require a conditional use permit or zoning certificate.
- C. *Revocation of kennel license:*
1. A kennel ~~permit license~~ may be revoked or the application for kennel permit license denied when any of the following conditions are found to exist:
 - a. Dogs or cats from the subject kennel are apprehended by an ~~Animal Control Officer~~ Animal Control Officer for running-at-large within the city limits more than one (1) time in any six-month period.
 - b. Failure of the kennel to maintain an accurate list of all the ~~dogs animals~~ animals kept at the kennel. The list shall be maintained as part of the ~~business~~ records of the kennel.
 - c. The kennel keeping more than the approved number of ~~dogs animals~~ animals at the kennel.
 - d. Failure of the kennel to allow access to an authorized ~~humane society~~ Animal Control Officer to inspect the kennel facility.
 - e. Failure to maintain the kennel in a clean and sanitary manner by the kennel operator or its staff.
 - f. Failure by the kennel to provide the animal's adequate shelter and protection from the weather.
 - g. Failure by the kennel to provide the animal's with adequate ventilation.
 - h. The quartering together of temperamentally unsuited dogs or allowing the animals to be in proximity to one another which action causes the dogs to be abused or tormented.
 - i. Excessive or loud animal noises at the kennel.
 - j. Failure to adequately treat any diseased or injured dog or failure to segregate a diseased dog necessary to preventing the spread of disease to other animals.
 - k. Conviction on an animal nuisance or cruelty charge, or failure to abate a condition determined by the Animal Control Agency to contribute to, or constitute a condition of public nuisance.
- D. Upon notice of revocation, served by the ~~Animal Control Officer~~ Animal Control Officer, a kennel license holder shall have thirty (30) days to cure any noted defect. In the alternative, the kennel license holder may, within thirty (30) days, file a written protest to contest such revocation. The protest must be filed with the City of Kuna.
- E. If no protest has been submitted to the Kuna City Council by the kennel owner seeking review of a revocation within thirty (30) days after notice of that action, the kennel license shall be deemed revoked.

10-3-10: - ANIMALS DOGS RUNNING AT LARGE PROHIBITED:

- A. ~~Animals~~ Dogs running at large: It shall be unlawful for any owner to allow an ~~animal~~ dog(s) to run at large. ~~Animals~~ Dogs on a leash, cord or chain (not to exceed eight (8) feet) and accompanied by a person competent to handle the animal shall be permitted on streets or public land, unless the city has posted and signed an area "~~animals dogs~~ prohibited".
- B. Impoundment: The ~~Animal Ceontrol Agency~~ may impound any ~~dog, cat, or animal~~ found running-at-large, subject to redemption in the manner as provided for ~~herein in this chapter~~. It shall be unlawful to kill, destroy, or cause injury to ~~an animal~~ a dog running-at-large, except as provided for ~~herein~~ elsewhere in this chapter.
- C. Collar and tag required: Every dog shall wear a substantial, durable collar, or harness at all times, to which the required license tag shall be securely attached.
- D. Training and exercise grounds: The city council may designate public grounds for the training or exercise of dogs, subject to certain rules and regulations. Dogs exercising in these areas need not be controlled by leash, provided they are under the control of a responsible person through whistle, voice, or other effective command.
- E. Enclosure requirements: Any owner who relies upon a fence, or other enclosure, to contain a dog while it is out of doors must maintain the fence or enclosure in a condition to prevent the dog from escaping and running at large. In the event a dog escapes and is found running at large, or injures or attacks another animal or person through a defective fence, the Animal Control Agency may investigate and document the condition of the fence or enclosure where the owner regularly keeps the dog. If the fence is found to be defective or damaged, the owner shall repair the identified damage, deficiencies, or defects in the fence. If the owner fails to repair the identified damage, deficiencies, or defects, and the dog is again found running at large, the owner may be cited under this provision for failure to repair the fence to prevent a dog from running at large in addition to a citation for the dog running at large.

10-3-11: - FOUND STRAY ANIMALS:

It shall be unlawful for any person to take into their possession a stray animal without notifying the ~~Animal Ceontrol Agency~~ at once. The animal shall be released to the ~~animal control shelter~~ Animal Control Agency or an Animal Ceontrol Oefficer upon demand by that agency's representative without charge. This shall not apply to a person who captures a free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location where it was found for the purpose of cat population control.

10-3-12: - RABIES CONTROL, QUARANTINE:

- A. ~~Rabies Vaccination required~~ Requirements:
1. ~~Vaccination requirement~~ Required: The owner or custodian of any dog, or cat or ferret over sixteen (16) weeks of age is required to have them vaccinated for rabies by a licensed veterinarian and to keep the vaccinations current, or request these requirements be waived by a licensed veterinarian. within the City shall vaccinate such animal against rabies within thirty (30) days of:
 - a. The dog or cat becoming four (4) months of age;
 - b. Acquiring a dog or cat without documented proof of current rabies vaccination; or

- c. Bringing a dog or cat four (4) months of age or older into the City's limits.
2. *Waiver of vaccination:* The waiver of the rabies vaccination requirement shall be obtained from a licensed veterinarian in the form of written statement that advises the medical reason for the waiver. *Revaccination Intervals:* The owner or custodian of any dog or cat within the City that has been vaccinated against rabies is required to revaccinate such animal within a period of not more than:
- a. Twelve (12) months after the animal's initial vaccination, if the animal was between four (4) months and one (1) year of age at the time of such vaccination; and
 - b. Thirty-six (36) months after each subsequent vaccination.
3. *Revaccination:* The owner of every dog, cat or ferret shall have the animal revaccinated twelve (12) months after the initial vaccination and then every three (3) years thereafter. The owner shall use a vaccine labeled by the manufacturer for triennial use, or every year use a vaccine labeled by the manufacturer for annual use. *Rabies Vaccination Waiver:* Upon physical examination of a dog or cat, an Idaho licensed veterinarian may provide a written waiver from rabies vaccination based on an illness or infirmity in such animal, animal, or based on a positive rabies antibody titer obtained by laboratory testing. A written waiver must provide an expiration date, not to exceed twelve (12) months. Upon expiration, the animal must be vaccinated, or it must be physically reexamined by an Idaho licensed veterinarian, who may issue a new written waiver from rabies vaccination following the same guidelines set forth herein.
4. *Rabies certificate:* The owner must keep a certificate of rabies vaccination issued by a licensed veterinarian. The certificate must provide the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, the vaccine producer and product name, and the veterinarian's identity. *Approved Vaccination:* Only U.S. Department of Agriculture (USDA) approved rabies vaccinations may be administered to dogs and cats within the City.
5. *Certificate of Vaccination:* An Idaho licensed veterinarian who vaccinates a dog or cat against rabies within the City, must immediately issue a certificate of vaccination signed by the veterinarian to such animal's owner or custodian. The certificate of rabies vaccination shall provide the following information:
- a. The date of the vaccination;
 - b. The name and address of the vaccinated animal's owner or custodian;
 - c. The type of vaccine used, the vaccine manufacturer's name, and the vaccine's serial or lot number; and
 - d. The breed, age, color, sex, and name of the vaccinated dog or cat.
6. *Maintaining Vaccination Records:* The owner or custodian of a dog or cat shall maintain copies of the certificates of rabies vaccinations for the animal and shall produce such records upon request by:
- a. An Animal Control Officer;
 - b. A person who was injured by and potentially exposed to rabies by such animal;
 - c. A licensed physician who is currently treating a person who was injured by and potentially exposed to rabies by such animal; or

- d. Veterinarian who is currently treating an animal that was injured by and potentially exposed to rabies by such animal.
- B. ~~Reporting suspected case of rabies: A person who has care or custody of an animal displaying rabies symptoms or acting in a manner, which prompts a reasonable suspicion that it may have this disease, shall notify the animal control agency.~~ Duty to Report and Confine Suspected Rabid Animals: It shall be unlawful for an owner or person having charge, custody or control and any animal, who learns or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies:
1. To fail, refuse, or neglect to notify the Animal Control Agency at once;
 2. To fail to securely confine such animal as directed by the Animal Control Agency;
 3. To fail, refuse, or neglect to allow a licensed veterinarian to inspect or examine such animal for symptoms of rabies.
- C. ~~Keeping of rabid animals unlawful: It shall be unlawful for a person, other than a licensed veterinarian, or the animal control agency, to have in its possession any animal afflicted with rabies or suspected of having rabies.~~ Quarantine of Biting Animals; Suspected Rabies – Procedures:
1. An owner or custodian of any animal who learns of or observes such animal exhibiting rabies symptoms or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies, shall surrender the animal for quarantine to an animal shelter or licensed veterinarian.
 2. An owner or custodian of any animal that has bitten a human in which the skin was broken shall surrender such animal for quarantined confinement to an animal shelter or a licensed veterinarian.
 3. An owner or custodian of any animal which comes into contact with a known rabid or suspected rabid animal shall be quarantined in a place and manner, and for a period of time, designated by the Director of the Animal Control Agency.
 4. Quarantine period: Any animal quarantined for biting or under suspicion of rabies infection shall be confined and observed by a licensed veterinarian for a period of no less than ten (days) and not more than fifteen (15) days from the date the bite was inflicted.
 5. Alternative quarantine procedure: At the discretion of the Director of the Animal Control Agency the quarantine of an animal may be conducted at a licensed boarding kennel or upon the premises of the owner or custodian of the animal. During the period of quarantine, the animal must be securely confined and isolated from contact with humans and other animals. Within forty-eight (48) hours of the conclusion of the quarantine period, and at the owner's or custodian's expense, shall have the animal examined by a licensed veterinarian, the Animal Control Agency, or a Animal Control Officer to determine whether the animal exhibits any symptoms of rabies or has died. In the case of a veterinary examination, the owner or custodian shall submit a true and accurate copy of the veterinarian's examination record to the Animal Control Agency. If the animal dies while in alternative quarantine, the animal's owner or custodian shall immediately notify the Animal Control Agency and surrender the carcass for testing if requested by the animal control agency.

6. Surrender for Destruction of rabid animals: The owner or custodian of an animal that is determined to be rabid shall surrender the infected animal to the Animal Control Agency, if not already in the Animal Control Agency.
7. Impoundment; Fees and Costs; and Disposal of Quarantined Animal: Any animal exhibiting rabies symptoms may be impounded for quarantine, and the animal's owner shall be liable for all related fees and costs as set forth in this chapter. Impounded animals for quarantine are subject to disposal by the Animal Control Agency as set forth in this chapter.
- D. ~~Reporting of bites: If a person's animal bites someone and this particular animal species is vulnerable to contracting rabies, the animal owner shall immediately notify the animal control agency.~~ Contagious Diseased Animals At Large: It shall be unlawful for any person to permit or allow any animal with a contagious or infectious disease to run at large upon the public streets, or to be within and upon any public transportation facility, or any other public building or place within the City, or to expose such animal in any public building or place, whereby the health, safety and wellbeing of the public, or any member or members thereof, may be affected; nor shall such animal be shipped or removed from the premises of the owner of such animal, except under the supervision of the Animal Shelter Director
- E. ~~Payment of fees and expenses: The owner of any animal quarantined under the provisions of this section shall pay all fees and expenses related to that action including the impoundment, confinement, board, examination, laboratory testing and release of the animal from quarantine, and any other deposit or fee required by this chapter.~~

10-3-13: - ANIMALS PRESENTING AN IMMEDIATE DANGER:

- A. If an animal presents an immediate danger to the health and safety of a person, or the animal is threatening or harming a person, the animal may be ~~destroyed~~ restrained by whatever humane means necessary and even destroyed if absolutely necessary to prevent further injury to the victim. Alternatively, the officer or animal control agency may, if practical apprehend the animal and impound it.
- B. Any ~~person violating this section~~ owner of an animal presenting an immediate danger, as described above, shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

10-3-14: - DIRECTING A DOG TO ~~HARRASS~~ HARASS OR ATTACK:

- A. It shall be unlawful for the owner of any animal to direct, encourage, cause, allow, or otherwise aid or assist a dog to threaten, charge, bite, harass, menace, or attack a person or other animal within the city. The aggressive animal may be seized and impounded. This section shall not apply to an attack by a dog under the control of a law enforcement officer or resultant from an attack upon an uninvited intruder who enters the owner's property with a criminal intent.
- B. Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

Section 4: That the existing Section 15 of Chapter 3 of Title 10 Kuna City Code be repealed, and a new Section 15 of Chapter 3 of Title 10 Kuna City Code be enacted as follows:

10-3-15: - DISEASED ANIMALS:

- ~~A. *Keeping diseased animal:* No person shall keep on their premises or permit to run at large a diseased animal who poses a danger to the health and safety of the city residents, even if the animal is properly licensed under this chapter.~~
- ~~B. *Confinement:* An animal suspected of carrying a disease that presents a threat to the health and safety of the public may be apprehended and quarantined at the animal control shelter or other approved location operated by the animal control agency. The animal control agency shall have a qualified, licensed veterinarian examine the animal. If the animal is found to be diseased and poses a danger to the health and safety of the city, the officer shall cause the animal to be humanely destroyed and see to the proper disposal of the remains. The owner of the animal destroyed shall be liable for the associated costs of maintaining and disposing of the animal, plus any veterinarian examination costs.~~
- ~~C. *Release:* If, after examination, the animal is found not to be diseased the animal shall be released to the owner free of charge for services rendered.~~
- ~~D. *Destruction:* An animal determined by a qualified, licensed veterinarian to carry a disease that threatens the health of humans or animals may be immediately destroyed where such action is necessary to protect public health and safety.~~

10-3-15: - CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS:

- A. An owner, or person in possession, of a dog that bites or attacks a domestic animal, or bites or attacks a human being without causing serious injury, is guilty of an infraction, and shall be punished by a fine of \$150 upon conviction. Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of an infraction under this subsection, the dog which bit or attacked shall be deemed at-risk, and the provisions of Kuna City Code 10-3-27 applicable to keeping at-risk dogs shall apply to that dog.
1. If, within twelve (12) months of a conviction under this section, a dog again attacks or bites a domestic animal, or attacks or bites a human being without causing serious injury, the owner, or person in possession, shall be guilty of misdemeanor and punishable as provided for in Kuna City Code § 1-4-1(B). Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of a misdemeanor under this subsection, the dog which bit or attacked shall be deemed dangerous, and the provisions of Kuna City Code 10-3-27 applicable to keeping dangerous dogs shall apply to that dog.
- B. Any owner, or person in possession, of a dog that bites or attacks a human being and causes serious injury shall be guilty of a misdemeanor and punishable as provided for in Kuna City Code § 1-4-1(B). Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of a misdemeanor under this subsection, the dog which bit or attacked shall be deemed dangerous, and the provisions of Kuna City Code 10-3-27 applicable to keeping dangerous dogs shall apply to that dog.

Section 5: That sections 16, 21, 22, 23, 24 and 25 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-16: - HABITUAL BARKING OR NOISEMAKING; NUISANCE:

- A. *Prohibition*: It shall be unlawful for a person to fail to exercise proper care and control of their animal ~~who frequently and/or excessively emits noises that are audible off of the owner's property.~~ to prevent it from becoming a public nuisance, as the term public nuisance is defined in Chapter 1, Title 52, of the Idaho Code. A person shall be subject to criminal liability for allowing an animal to become a public nuisance when such person permits or allows an animal to:
1. Bark, bay, cry, howl, or emit any excessive animal noise audible beyond the boundaries of the property on which the animal is situated for an extended period of time, day or night, thereby unreasonably disturbing another person. For purposes of this section "extended period of time" means either:
 - a. Barking, baying, crying, howling, or other animal noise emitted by one or more animals incessantly for thirty (30) minutes, with no individual period of silence of more than one (1) minute during the thirty (30) minute period;
 - or
 - b. Barking, baying, crying, howling or other animal noise emitted by one or more animals intermittently for a total of sixty (60) minutes or more within a twenty-four (24) hour period.
- B. *Impoundment*: ~~An animal determined to be in violation of this section may be seized and impounded in the event such disturbance reoccurs after the person in control of the premises has received one (1) prior warning or citation within a period of six (6) months from the animal control agency. It is not an acceptable defense to plead that prior animal noise making, warnings or citations involved different animals.~~ Exceptions: This section shall not apply to animals that are being harassed or provoked by a person to cause such noise, that are maintained on land zoned for agricultural purposes, are kept at a properly permitted animal shelter established for the care and placement of unwanted or stray animals, or a pare kept at a properly zoned commercial boarding kennel.
- C. *Exception, farm animals*: ~~This section shall not apply to noises made by farm animals whether it is noise making emanating from commercial or noncommercial activities on land permitted for farm animal keeping.~~ Proof of excessive noise nuisance: The owner or custodian of an animal may be charged with excessive animal noise nuisance when an Animal Control Officer:
1. Receives signed complaints alleging an animal noise nuisance from at least two (2) unrelated adult witnesses residing in different residences;
 2. Receives a signed complaint alleging an animal noise nuisance from one adult witness who has an audio or video recording of the alleged violation;
 3. Receives a signed complaint alleging an animal noise nuisance from one (1) adult witness and the Animal Control Officer also personally observes noise emission consistent with the complainant's allegations, even if the noise emission witnessed by the officer is for less than the required amount of time under this ordinance; or
 4. Personally witnesses the excessive noise violation for the required period of time under this ordinance.
- D. *Affirmative defense*: ~~An affirmative noise defense is the circumstance where an animal was intentionally provoked into making noises.~~ Other Animal Nuisances: An other animal nuisance may occur when:
1. An animal threatens, or acts aggressively towards, passersby;

2. An animal chases vehicles, individuals on bicycles, scooters or similar devices, or pedestrians;
 3. An animal attacks other animals;
 4. An animal trespasses upon public or private property in such a manner as to damage the property;
 5. An excessive amount of animal feces is permitted to accumulate in such a manner as to prevent a health risk to a person or which is of such quantity as to generate odors off the premises of the animal owner; or
 6. An owner fails to confine a female dog during estrus or proestrus in a building or secure enclosure in such manner that such female dog cannot come into contact with male dogs, except for planned breeding.
- E. Nuisance Feral Cat Prevention: Any cat not spayed or neutered that is permitted to be out of doors not under the direct control of its owner is deemed a nuisance. The Animal Control Agency may seize any cat at large, and may spay or neuter such animal The Animal Control Agency may mark the cat as being spayed or neutered by marking the animal's ear, or through some other methodology. A cat that is seized pursuant this section, spayed or neutered, and marked as such, may be released by the Animal Control Agency to the location from which it was seized.

10-3-21: - ENFORCEMENT OFFICIAL; ANIMAL SHELTER:

A. Animal Control Agency:

1. Appointment of Animal Control Agency: The city council is authorized to appoint an Animal Control Agency to enforce the provisions of this chapter.
2. Duty of Animal Control Agency, shelter and its officers or assigns: The Animal Control Agency is authorized to enforce the provisions of this chapter and is designated as a peace officer for this purpose. The Animal Control Agency is authorized to make necessary animal seizures. The agency may remove and keep any animal in violation of the provisions of this chapter. The Animal Control Agency shall issue a notice of ordinance violation to enforce provisions of this section. The notice of ordinance violation may be signed by any person witnessing a violation as well as the witnessing Animal Control Officer whose name shall be affixed on the notice of ordinance violation.

~~B. Issuance of citations; time limit for payment: When administrative citations are issued, the violator will have fifteen (15) working days to pay the citation. The fifteen (15) days shall not include Saturdays, Sundays and government holidays and the time limit begins the day the citation is issued.~~

~~C. Fees:~~

- ~~1. Late fees: For every day the administrative citation is not paid beyond the due date, a ten dollar (\$10.00) charge will be assessed each day until the citation and late fees are paid in full.~~
- ~~2. Failure to pay; infraction: Failure to pay an administrative citation within fifteen (15) working days of the date the administrative citation is issued shall be an infraction, punishable by a fine as provided for in KCC § 1-4-1.~~

~~D. Designation of animal control shelter: The city council shall designate an official animal control shelter where animals found in violation of this chapter shall be taken.~~

10-3-22: - OBSTRUCTING ANIMAL CONTROL OFFICER:

- A. No person shall obstruct, delay, hinder, or interfere with any person authorized by the city council to discharge their duties under this section. The following acts are considered obstructing or interfering with an Aanimal Control Officer's duties:
- A. 1. Removing an animal from the animal control shelter or from the custody of an Aanimal Control Officer without the authority of the Aanimal Control Agency.
 - B. 2. Removing an animal from the animal control shelter without paying the designated fees.
 - C. 3. Threatening or obstructing an Aanimal Control Officer acting in their official powers or duties.
 - D. 4. Committing an act that interferes with or obstructs an Aanimal Control Officer acting in the discharge of their duties.
 - E. 5. An Aanimal Control Officer in the course of their duties has an obligation to identify who they are to those requesting that information and provide a current work address and, if necessary, sign an acknowledgement of receipt of infraction or misdemeanor.
 - F. 6. It is unlawful to make a false or misleading statement or representation about animal ownership or custody to an Aanimal Control Agency, shelter or officer.
- B. Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

10-3-23: - IMPOUNDING OF ANIMALS:

- A. ~~The~~ An Aanimal Control Officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal ~~is as follows:~~ are set forth in this section.
- AB. *Record of impounding:* At time of animal impoundment the Aanimal Control Agency shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.
- BC. *Identified animals:* Within twenty-four (24) hours after impoundment of an identified animal, the Aanimal Control Agency shall make a reasonable effort to notify the owner of the animal's impoundment.
- CD. *Redeeming animals:*
1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort, and held by the animal control shelter for a period of time, as determined by the impounding agency, unless they are subject to other provisions of this section.
 2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.

3. The owner of any animal that is lawfully impounded shall be responsible for and pay all fees and expenses related to the impoundment whether or not the animal is later claimed.
4. The following protocol is required to reclaim an animal, unless otherwise noted:
 - a. Execution of a sworn statement of ownership.
 - b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.
 - c. Payment of the impoundment fees.
 - d. Payment of the boarding fee according to the boarding schedule.
 - e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.

DE. *Refusal to redeem impounded animal; adoption; appeal:* The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or an agent of the Animal Control Agency, an animal should not be returned to the owner for humane or public health reasons. ~~The animal control agency shall hold the animal for that amount of time it determines to be appropriate before it~~ The owner shall be provided written notice of this decision, and the owner shall be permitted to appeal this decision to the director as an affected person. After completion of an appeal, or after the time for filing an appeal has passed, the animal control agency may either: (1) find a responsible person to adopt the animal; or (2) euthanize the animal. The agency shall take reasonable steps to inform the owner of its intent to euthanize or adopt the animal. Such notice will include the owner's right to appeal the decision to the city council. An owner may request in writing an appeal of the decision, which will stay an action until the appeal is complete. Upon filing the appeal, the owner shall post the full amount of fees owing up to and including the date set for the appeal. If the city council decides that the animal should be euthanized, or adopted, the owner shall remain liable for the costs of impoundment, boarding the animal, and any other expenses incurred by the animal control agency while keeping or caring for the animal from the date of the impoundment through the end of the appeals process. The animal control agency shall not be held civilly liable for the euthanasia of the animal.

EF. *Impoundment fee:* The animal control shelter shall charge a fee, set by resolution of the City Council of Kuna, Idaho, for receiving an animal into custody. This fee shall be paid at time of animal redemption and these fees shall be remitted to the City of Kuna, Idaho.

FG. *Boarding fees:* The animal control shelter shall be entitled to charge a boarding fee for the keeping and selling of an animal and these fees shall be retained by the animal control shelter.

GH. The charges associated with the keeping and selling of an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for boarding and keeping any animal shall be paid at time of animal redemption along with any veterinary and hospital expenses incurred during the animal's impoundment. The animal control shelter is obligated to keep a fee schedule for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

10-3-24: - CITY IMMUNE FROM LIABILITY:

The city, the city's designee, the Aanimal Ceontrol Aagency, the Aanimal Ceontrol Sshelter, and ~~the Aanimal Ceontrol Oefficers~~ shall be immune from all civil liability for actions taken pursuant to this chapter, or for any failure to take action to enforce the provisions of this chapter. This chapter has been enacted for the welfare of the public as a whole.

10-3-25: - HABITUAL VIOLATOR:

- A. ~~*Order Notice of aAbatement*~~; appeal: In addition to any legal remedy available under the provisions of this chapter, the animal control agency ~~will~~ may notify and direct, in writing, ~~the an owner of an animal~~ who is guilty of three (3) convictions of a violation of this chapter in any twelve-month period to abate and remove the animal(s) causing the violations from the city within five (5) calendar days from the date of the notice; or, in the alternative, to abate and transfer ownership and possession of the animal to another person not living at the same place of residence. Such notice to abate shall ~~state the method of appealing the order, except that any appeal must be filed within five (5) calendar days following service of the notice.~~ provide notice that Notice of Abatement can be appealed as provided in Kuna City Code 10-3-28.
- B. ~~*Request hearing before district court*~~: The owner of an animal that has been served with an order of abatement, pursuant to subsection A. of this section, ~~may appeal such order by requesting a hearing before the district court by submitting a written request to the clerk of the court. Any appeal must be filed within five (5) calendar days following service of the notice.~~ A person that receives a notice of abatement shall be permitted to appeal the order to the director as an affected person as provided in Kuna City Code 10-3-28.
- C. ~~*Failure to abate; impoundment of animal*~~: If the owner of the animal is found in violation of the abatement notice ~~after five (5) calendar days have elapsed from the date of notice and no timely appeal is filed, and has failed to timely appeal the notice or lost their appeal,~~ the animal shall be removed and impounded by the Aanimal Ceontrol Aagency, subject to all impoundment procedures; provided, however, the animal may not be returned to the same residence or property from where it formerly resided or was impounded. The owner of the animal shall be responsible for the fees incurred as a result of the seizure and impoundment of the animal.

Section 6: That the title and language in Section 26 of Chapter 3 of Title 10 Kuna City Code be repealed, and that the section be retitled, and new language inserted, as follows:

~~10-3-26: - PENALTIES:~~

~~Except as provided for within this chapter, any person violating this section shall be guilty of an infraction punishable as provided for in Kuna City Code § 1-4-1. A second violation of this section within six (6) months from the date of the commission of the prior offense for which the person was charged shall constitute a misdemeanor and shall be punishable by a fine not exceeding one thousand dollars (\$1,000.00).~~

10-3-26: - RESPONSIBILITY FOR ANIMALS OWNED BY A MINOR:

Parental responsibility: In the event that the dog's owner is a minor, the parent or guardian shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by the animal.

Section 7: That Chapter 3 of Title 10 Kuna City Code is and the same is hereby amended by the addition thereto of new sections 27, 28, and 29 to read as follows.

10-3-27: - DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS:

A. Purpose.

1. Dangerous and at-risk dogs found within the boundaries of the City of Kuna present a risk to the health, safety, and welfare of persons and other animals. The purpose of this section is to provide policies and procedures for the safe management of dangerous and at-risk dogs to promote the public health, safety, and welfare, while also promoting the humane and ethical treatment of animals.

B. Procedure for Designating a Dog as Dangerous or At-Risk.

1. If an Animal Control Officer has probable cause to believe a dog is dangerous or at-risk, as those terms are defined in this Chapter, the officer shall have authority to designate the dog as dangerous or at-risk and shall serve a written Notice of Designation on the owner of the dog. An Animal Control Officer shall have authority to designate an animal regardless of whether or not an owner has been charged with a crime related to an animal attack. The Notice of Designation shall:
 - a. Be personally served on the owner by an Animal Control Officer within five (5) business days of the events being reported to the Animal Control Agency that provide grounds for the designation as dangerous or at-risk;
 - b. Identify whether the dog is being designated as dangerous or at-risk;
 - c. Identify the date on which the officer determined the dog to be dangerous or at-risk;
 - d. Provide a description of the factual circumstances and events that support the officer's decision to designate the dog as dangerous or at-risk;
 - e. Provide a clear description of the dog such that it can be identified;
 - f. Provide notice that the owner may petition the Animal Control Agency to review the officer's decision to designate the animal as dangerous or at-risk;
 - g. Provide notice that the officer's designation decision shall become final after ten (10) business days if the owner fails to petition the Animal Control Agency to review the Notice of Designation;
 - h. Provide notice that owners of a dog designated as at-risk or dangerous may either keep the dog in their possession and be subject to the restrictions of this section for the keeping of such dogs, or may voluntarily relinquish custody of a dog to the Animal Control Agency; and
 - i. Provide notice that the final disposition of a dog voluntarily relinquished to, or seized by, the Animal Control Agency pursuant to this section may be adoption or euthanasia, and this decision shall be in the sole discretion of the Animal Control Agency.

2. No dog may be designated as dangerous or at-risk when, at the time an injury or damage was sustained, the precipitating cause constituted justified provocation.
 3. When an Animal Control Officer designates a dog as dangerous, the Animal Control Officer shall have authority to seize and impound such dog, and may in his discretion seize the dog if the Animal Control Officer determines that seizure is necessary to avoid a present or ongoing risk presented by the dog.
 4. When an Animal Control Officer designates a dog as at-risk the Animal Control Officer shall have authority, but is not required, to seize and impound the dog. Where the officer chooses to leave the dog in the owner's custody and care, based upon the owner's express willingness to comply with requirements and restrictions for keeping such dogs, the officer shall provide notice to the owner of the requirements and restrictions for keeping at-risk dogs as provided in this section.
 5. If an owner chooses to petition the Animal Control Agency to review the officer's designation decision, the owner shall be responsible for any fees associated with boarding and caring for the animal during the time the petition and any additional proceedings are pending, as well as any fees associated with processing and considering the petition.
- C. Any owner that receives a Notice of Designation shall be permitted to appeal that designation as an affected person as provided in Kuna City Code § 10-3-28.
- D. Keeping Dangerous Dogs: The owner of a dog designated as dangerous, or a new adoptive owner of a dog designated as dangerous prior to being adopted, shall be subject to the following restrictions for the keeping of such dog within the boundaries of the City of Kuna:
1. The dog shall be licensed pursuant to the provisions of this Chapter.
 2. The owner shall be required to have a microchip implanted in the dog that allows for identification of the animal and the owner shall be required to report the microchip number to the Animal Control Agency.
 3. The owner shall be required to procure and maintain liability insurance of not less than one hundred fifty thousand dollars (\$150,000) in the case of a dog that is designated as dangerous based on an attack or injury inflicted on any person, or twenty thousand dollars (\$20,000) in the case of a dog that is designated as dangerous based solely on attacks or injuries inflicted on animals but not people, that covers any damage or injury that may be caused by such dangerous dog; the City shall be named as an additional insured on this policy for the purpose that the City Clerk, or other licensing authority, will be notified by the insurance company if the policy is cancelled, terminated, or otherwise expires.
 4. The dog shall be contained within an enclosure on the owner's property; this enclosure may be a fence, kennel, or other adequate means of containing the animal to the owner's property. The Animal Control Agency shall be permitted to inspect such enclosure, and if the enclosure is found to be defective or inadequate by the agency the owner shall not be permitted to keep the dog until the enclosure improved as requested by the Animal Control Agency. Failure to improve the enclosure shall result in the inability of the owner to keep the dangerous dog.
 5. The owner shall be required to post signs on their property that announce to other persons that there is a dangerous dog on the property. Such signs must be placed at any potential entrance point to the yard or home (such as at gates, doors, and on the

enclosure where the dog is kept), and must include words indicating the presence of a “vicious” or “dangerous” dog. A sign merely stating “Beware of Dog,” without also identifying the dog to be “vicious,” “dangerous,” or some substantially similar word indicating the dog’s propensity for aggression shall be insufficient.

6. In the event the owner takes the dog off their property, the dog shall be on a leash no greater than three (3) feet in length, and the dog shall also be required to wear a muzzle. The leash must be of adequate strength to restrain the dog, and the person holding the leash must be physically capable of restraining and controlling the dog; the dog must not be allowed to be off leash within the City limits of Kuna including any areas designated as off leash areas, the dog shall not be kept at dog care facilities where dogs are kept in group off leash housing. The owner or custodian of the dog shall ensure that the dog is not allowed to have physical contact with any other dog or person other than the keeper, custodian or immediate family of the owner when off the property of the owner.
 7. The owner shall be required to spay or neuter the dog.
 8. The owner shall be obligated to schedule and obtain annual inspections of the dog by the Animal Control Agency.
- E. The owner of a dog designated as at-risk, or a new adoptive owner of a dog designated as at-risk prior to being adopted, shall be subject to the following restrictions for the keeping of such dog within the boundaries of the City of Kuna:
1. The dog shall be licensed pursuant to the provisions of this chapter;
 2. The owner shall be required to have a microchip implanted in the dog that allows for identification of the animal and the owner shall be required to report the microchip number to the Animal Control Agency;
 3. The dog shall be contained within an enclosure on the owner’s property; this enclosure may be a fence, kennel, or other adequate means of containing the animal to the owner’s property. The Animal Control Agency shall be permitted to inspect such enclosure, and if the enclosure is found to be defective or inadequate by the agency the owner shall not be permitted to keep the dog until the enclosure improved as requested by the Animal Control Agency. Therefore, the dog may be impounded until the enclosure is repaired or improved. Failure to improve the enclosure shall result in the inability of the owner to keep the at-risk or dangerous dog;
 4. In the event the owner takes the dog off their property, the dog shall be on a leash no greater than six (6) feet in length. Further the leash must be of adequate strength to restrain the dog, and the person holding the leash must be physically capable of restraining and controlling the dog; the dog must not be allowed to be off leash within the City Limits of Kuna including any areas designated as off leash areas, the dog shall not be kept at dog care facilities where dogs are kept in group off leash housing. The owner or custodian of the dog shall ensure that the dog is not allowed to have physical contact with any other dog or person other than the keeper, custodian or immediate family of the owner when off the property of the owner.
- F. In addition to any criminal penalties, failure to comply with any of the restrictions in section (D) or (E) above may result in the dog being immediately seized and impounded. An owner is permitted to redeem the animal from impound so long as the owner comes into compliance with the provisions of section (D) or (E), whichever is applicable, within ten

(10) days of the dog being seized. If the owner fails to come into compliance with the provisions of the applicable section (D) or (E), the Animal Control Agency may place for adoption or euthanize the dog, provided the agency complies with the adoption or euthanasia guidelines provided for elsewhere in this Chapter.

G. *Transfer of At-Risk or Dangerous Dogs:* If an owner of an at-risk or dangerous dog transfers ownership of the dog to another person they shall be obligated to notify the new owner of the designation. Further, they shall be obligated to notify the City of the transfer of ownership of the animal, and provide to the Animal Control Agency the name, physical address, and telephone number of the new owner of the dog. The new owner shall be obligated to comply with the requirements set forth in this section for keeping at-risk or dangerous dogs.

H. *Disposition of Dogs Designated as Dangerous or At-risk.*

1. In the event a dog designated as dangerous again, while unprovoked, attacks a person, such dog shall be subject to immediate impounding by the Animal Control Agency and shall be humanely euthanized as expeditiously as reasonably possible. Such second attack need not cause serious injury for this provision to apply.
2. As proscribed elsewhere in this Chapter, dangerous or at-risk dogs may be impounded under various circumstances. Where such dogs are voluntarily relinquished by the owner, or where the owner cannot or will not redeem the dog from impound, the Animal Control Agency shall be permitted to place the dog for adoption if, in agency's judgment, the dog can be safely adopted to a new home. Where the agency concludes the dog cannot be safely adopted, the agency shall humanely euthanize such animal.
3. If the Animal Control Agency chooses to place for adoption a dog currently or previously designated as dangerous or at-risk to a new home, the Animal Control Agency shall provide written notice to the person(s) adopting the dog of its current or previous designation. Prior to approving the adoption, the agency shall obtain a written signed waiver from the adopting person(s) indicating they are aware of the dog's designation, and will not hold the City liable for incidents that may arise related to the dog's behavior. Further, where the designation is currently in place and not expired or vacated, the Animal Control Agency shall notify the person(s) adopting the animal of the restrictions placed on an owner of such animal provided for in Kuna City Code § 10-3-27(D)(2)(a-g) Kuna City Code, and the owner shall be obligated to comply with these restrictions.
4. The Animal Control Agency, in its sole discretion, shall be authorized to deny a request to adopt a dangerous or at-risk dog. The Animal Control Agency shall be particularly sensitive to the potential risks associated with adopting the animal to a home with small children or other vulnerable individuals, and only approve such adoptions in rare circumstances. The agency's decision to deny an adoption request under this provision is not subject to appeal under Kuna City Code § 10-3-28, as the person denied the opportunity to adopt never possessed, nor had the right to possess, the animal at issue.
5. The Animal Control Agency shall keep records of dogs designated as dangerous or at-risk. The records kept shall at a minimum contain information identifying the dog (including name, breed, color and markings description, microchip number,

and gender), the date of the Notice of Designation, and the name and contact information for the current owner of such dog.

I. Expiration or cancellation of at-risk designation.

1. The designation as an at-risk dog shall expire twenty-four (24) months after the Notice of Designation is served on the current or previous owner, provided the dog has not acted in a manner or committed an act during that twenty-four (24) month period that would constitute grounds to again designate the dog as dangerous or at-risk.
 2. An owner of an at-risk dog may petition the Animal Control Agency earlier than twenty-four (24) months to cancel the designation as at-risk. The petition shall set out factual or legal circumstances that would warrant the cancellation of the designation. The agency receiving such a petition shall investigate the circumstances asserted by the owner, and provide a written decision to the owner either granting or denying the petition. An owner may file more than one petition under this provision, provided no owner shall bring more than one such petition during any twelve (12) month period of time. The owner bringing such petition shall be responsible for all fees and costs incurred by the City or Animal Control Agency in processing said petition.
- J. The owner of a dog impounded under any provision of this section shall be liable to the Animal Control Agency for costs associated with boarding and caring for the animal until the animal redeemed from impound, adopted, or euthanized, except where the animal was voluntary relinquished to the Animal Control Agency.
- K. An owner of a dog who violates any provision of section 10-3-27 Kuna City Code shall be guilty of a misdemeanor and shall be punishable as provided for in section 1-4-1(B) of the Kuna City Code.

10-3-28: - APPEAL PROCEDURE FOR AFFECTED PERSONS:

- A. An affected person, as defined in this Chapter, shall have a right to appeal the enforcement decision that adversely impacted his or her rights to the director of the Animal Control Agency. These appeal procedures do not apply to the appeal of criminal charges that may be imposed under this section.
- B. An appeal is commenced by filing a petition for review with the director. The director shall have authority to sustain or vacate the enforcement decision.
- C. The petition for review must be received by the director within ten (10) business days of the affected person receiving notice of the enforcement decision, and shall briefly set forth the factual or legal basis for disputing the enforcement decision. Further, a copy of any written notice of the enforcement decision that may have been served upon the affected person shall be attached to the petition.
- D. Upon receipt of the petition, the director shall schedule the matter for a hearing to be held no sooner than fourteen (14) days, nor longer than twenty (21) days from the date of receipt of the petition. The director may provide the petitioner notice of the hearing date in person or by sending the petitioner written notice via U.S. Mail of the scheduled hearing date. If the petitioner is unavailable for the scheduled date, the petitioner and director may continue the hearing to a mutually agreed upon date, provided the hearing may not be continued more than fourteen (14) days from the original hearing date.

- E. The director, or the director’s designee, shall act as a hearing officer at the scheduled hearing. The hearing may be held in person or conducted telephonically at the discretion of the director. At this hearing, the petitioner shall have the opportunity to present argument and evidence to the hearing officer to refute the enforcement decision. The agent who made the enforcement decision shall be permitted, but not required, to attend the hearing to offer argument or evidence in support of the enforcement decision. After considering the argument and evidence presented, the hearing officer shall enter a decision either sustaining or vacating the enforcement decision, and the hearing officer’s decision must be supported by a preponderance of the evidence. This decision shall be written and sent to the petitioner via U.S. mail and postmarked no later than (7) days after the hearing.
- F. Failure by a petitioner to attend the hearing shall constitute waiver of their argument or objection, and the enforcement decision shall be considered the final decision of the Animal Control Agency.
- G. The Animal Control Agency is authorized to collect a reasonable fee to recover costs associated with holding the hearing and issuing the written decision contemplated in this section.

10-3-29: - PENALTIES:

Except where specifically provided otherwise within this Chapter, any person violating a provision of this Chapter shall be guilty of an infraction punishable as provided for in Kuna City Code § 1-4-1. A second violation of a provision of this Chapter within six (6) months from the date of the commission of the prior offense for which the person was charged shall constitute a misdemeanor and shall be punishable by a fine not exceeding one thousand dollars (\$1,000.00).

Section 8: Directing the City Clerk

The City Clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

Section 9: Effective Date

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

DATED this ____ day of _____, 2020

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

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