

**CITY OF KUNA
SPECIAL CITY COUNCIL MEETING
MINUTES**

NOVEMBER 13, 2006

KUNA CITY HALL COUNCIL CHAMBER, 763 W. AVALON

NOTE: These minutes are an unofficial record of this City Council meeting until reviewed; corrected if deemed appropriate and formally approved by the Kuna City Council at a subsequent Council meeting.

Mayor Dean Obray called the Special City Council Meeting to order at 9:00 a.m.

Present: Mayor Dean Obray, Council President Jeff Lang, Councilwoman Stroebel, Councilman Cardoza. Councilmen Dowdy was absent.

Also present: City Attorney Randy Grove and City Clerk Lynda Burgess.

CANVASS ELECTION RETURNS – NOVEMBER 7, 2005 GENERAL OBLIGATION BOND ELECTION:

Ms. Burgess stated that she had placed on the Council table the poll books and results from the three precincts. She explained that the turnout and registration numbers were approximate because the County will not have all the data together with respect to new registrations for several weeks. In reviewing the poll books against the voter list produced just prior to election day, she discovered that voters in the “missing” subdivisions were in the poll books but in the wrong precinct book. The people who went to vote at the Library were in the right precinct but the County had assigned them the wrong precinct number and added them in the poll books at the Church. Library Precinct Judge Zella Johnson knew the neighborhoods, recognized the issue, and let the voters vote at the Library; which is where they were supposed to vote. Voters from the newly annexed area of the City may not have been able to vote because they were not in the poll books.

Moved by Council President Lang, seconded by Councilwoman Stroebel to approve election results for the General Obligation Bond Election. Motion carried 3-0-1 (Councilman Dowdy absent).

Mr. Grove presented Council with a follow-up letter to a cell phone conversation he had with Ms. Nelson on Thursday. After checking the code, he concluded that some of the restrictions desired by Council can be placed on Grayhawk via a development agreement. The code reads, “A Governing Board may by ordinance, adopted under the code, require or permit a condition of rezoning that the owner of the development make a written commitment concerning the use or development of the subject parcel.” The code addresses use and development which are separate and distinct issues. Use refers to the type of development to be constructed on a piece of ground to use in a particular fashion. Development means the manner in which the land is developed. It appears that State Code will allow a development agreement to regulate use of land and the manner in which it is developed. The City’s Ordinance, however, limits itself to governing the use of land. The purpose of the City’s development agreement ordinance is found in Title 5, Chapter 14, Section 1: “Development agreements are discretionary tools to be used by the

Council as a condition of rezoning. Development agreements allow a specific project with a specific use to be developed on property in an area that is not appropriate for all uses allowed or conditional in the requested zone.” By adopting this ordinance, the City has limited itself by the development agreement. The code also indicates that development agreements may regulate height, bulk and placement of structures on land. It does not address architectural features, most of that is done by ordinance. Many communities in the valley have design review ordinances that specify architectural features. He advised that the P & Z Commission is currently reviewing the City’s ordinances and updating them and proposing changes. One of the issues the Commission is looking at is a design review ordinance; but it is not drafted yet. Mr. Grove stated that he could not find any authority that would allow a City by development agreement to limit by percentage or any other method the number, types and sizes of homes that a developer can build. Development agreements are flexible enough that if the developer is willing to agree to add the limitations to an agreement when asked by a City, then the limitations could be incorporated into the agreement.

In response to Mayor Obray, Mr. Grove stated, given the state of the City’s Code and State Code, he would not recommend adding items to Grayhawk’s development agreement that don’t exist in other development agreements unless there is a compelling reason to do so.

Council asked Mr. Grove to include two items in his response to Hubble Home's letter: 1) inference that there were infractions of the open meeting law and 2) that “Hubble Homes agreed to participate in the City’s sewer LID based on the assumption that the development would be approved.” Hubble Homes should be notified that being a part of the LID does not allow them to build just anything in the City.

ANNOUNCEMENTS:

Water’s Edge Developer Stephen Ribeiro met with Mayor Obray last Friday and asked if they could have the old bridge along Black Cat Road if they moved it at their expense. The Mayor opinioned that the bridge is a liability to the City unless it can be moved inexpensively. Water’s Edge is proposing to put it in their park where it says Heritage Festival Bridge. The Mayor asked for Council’s permission to give the bridge to Water’s Edge. The Mayor agreed to inform Mr. Ribeiro that the bridge will have to be declared surplus City property and will be put up for bid.

The Mayor announced that a Pre-Council Meeting will be held November 21, 2006 with Clay Carley.

There being no further business to conduct, Councilman Lang moved, seconded by Councilwoman Stroebel to adjourn the meeting at 10:13 a.m. Motion carried 3-0-1 (Councilman Dowdy absent).

ATTEST:

O. Dean Obray, Mayor

Lynda Burgess, City Clerk

DATE APPROVED: DECEMBER 5, 2006