Call to Order and Pledge to Flag

Invocation – Brian Taylor – Grace Bible Church

Roll Call

Proposed Amendments to Agenda

(1) Consent Agenda (Action Items)

All matters listed within the Consent Agenda are considered to be routine by the Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember or citizen so requests in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda.

1-1. Minutes
   a. Airport Commission – 12-10-2018
   b. Nampa Bicycle and Pedestrian Advisory Committee – 12-13-2018
   c. Regular City Council – 01-07-2019
   d. Planning & Zoning Commission – 01-08-2019

1-2. Bills
   a. None

1-3. The City Council dispenses with the Three (3) Reading Rule of Idaho Code § 50-902 for all ordinances

1-4. Final Plat Approvals
   a. Subdivision Final Plat Approval for Eagle Stream Subdivision No. 4 on the south side of W Flamingo Ave, west of N Middleton Rd, in the RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district. (A parcel of land located in the SE ¼ of Section 18 T3N R2W BM – 36 buildable lots on 9.12 acres, 3.9 lots per gross acre), for Eagle Stream Properties, LLC (SPF-00076-2018).
   b. Subdivision Final Plat Approval for Canyon Creek Subdivision No. 4 between Cherry Lane and Ustick Rd, at 17447 N Can Ada Rd, within the RS-7 (Single Family Residential – 7000 sq ft minimum lot size) zoning district. (A parcel of land located in the SE ¼ of Section 1 T3N R2W BM – 59 buildable lots on 18.15 acres for 3.09 lots per gross acre), for Bailey Engineering representing Toll Southwest, LLC (SPF-00077-2018).
   c. Subdivision Final Plat Approval for Meadowcrest Subdivision No. 2 at the Northeast corner of Lake Lowell Ave and S Middleton Rd, within the RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district. (A portion of the SW ¼ of Section 29 T34N R2W BM – 39 Single Family Residential lots on 9.51 acres, or 4.1 lots per gross acre), for Hayden Homes Idaho, LLC, Tim Mokwa (SPF-00078-2018).

1-5. Authorize Public Hearings

*Or as Soon After 7:00 PM as Each Matter may be Heard
a. A multi-part (package) application to: 1) Modify an Annexation and Zoning related Development Agreement (Ord 3554 – Instr. # 200629961) between BB One LLC and the City of Nampa by amending Exhibit B – Commitments and Conditions, and introducing an Exhibit C – Preliminary Plat for Laguna Farm Apartments: 2) Obtain a Conditional Use Permit for 78 Four-Unit Townhomes in 7 four-plex, 19 eight-plex, and 11 twelve-plex style buildings; and, 3) Obtain Subdivision Plat Preliminary Approval for Laguna Farms Subdivision (2 Commercial Lots and 78 Four-Unit townhome Lots for a total of 312 dwelling units on 22.53 acres for 13.8 dwelling units per gross acre). All actions pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53 acre property in a GB-2 (Gateway Business 2) zoning district in Government Lot 1 and the NW of Section 7 T3N R1W BM – for Kent Brown representing FIG Laguna Farms, LLC

1-6. Authorize to Proceed with Bidding Process
   a. None

1-7. Authorization for Execution of Contracts and Agreements
   a. None

   a. December 2018

1-9. Resolutions
   a. None

1-10. Licenses for 2018
    a. None

1-11. Miscellaneous Items
    a. Authorize Portion of Fiscal Year 2019 Fleet Services Division Budget, Currently Allocated for Lube Bay Improvements, be Utilized for the Purchase and Replacement of a Vehicle Lift (Budget Transfer from Approved Fiscal Year 2019 Project)

1-12. Approval of Agenda

(2) Proclamation

2-1. None

Nampa Residents Wishing to Speak on an Agenda (5 persons limit) or Non-Agenda Item (5 persons limit) (3 Minute Limit)

Mayor & Council Comments
Agency/External Communications

(3) Staff Communications

3-1. Public Works Department Staff Report – Tom Points

(4) Unfinished Business

4-1. **Action Item:** 1st reading of ordinance for Vacation of the Right-Of-Way located within the Nampa Industrial Corporation First Addition Subdivision, comprising 0.683 acres, located running north off industrial Rd, between Lot 1 on the west, Lots 6,7,8 Block 4 on the east and the Phyllis Canal and Parcel R311881000 to the north for NLH LLC, John Burrow, and Home Style Industries, to retain ownership of the adjacent vacated right-of-way. *(PH was 12-17-2018)*

4-2. **Action Item:** 1st reading of ordinance for Modification of an Annexation and Zoning related Development Agreement (Ord. 3335 – Instr. # 200423257) between Lava Springs LLC and the City of Nampa by amending the Recitals Section and certain Commitments and Conditions thereof; also, annulling and rescinding Exhibits B & C [then substituting a new master plan in the stead of Exhibit B]; pertaining to Parcel # R29454 (3905 Southside Blvd.) a 6.85-acre property in a RS6 PUD zoning district at the SW corner of the intersection of E. Locust Lane & Southside Blvd. for Matt Schultz representing Quatro Properties Nampa, Inc. *(PH was 1-7-2019)*

(5) Pending Ordinances (Postponed Due to Lack of Supporting Documentation)

5-1. 1st reading of ordinance for Annexation and Zoning to Light Industrial at 58 and 0 N. Kings Rd. for construction of Storage Units (A combined 3.87 acre or 168,577 sq. ft. portion of the South Half of the NW ¼ of the SW ¼ of Section 24, T3N, R2W, BM) for Cody Lane-Trek Investment Group *(PH was 9-17-2018)*

5-2. 1st reading of ordinance for Annexation and Zoning to RS 7 (Single Family Residential - 7,000 sq. ft.) for Carriage Hill West Subdivision east of Midway Rd. between W. Iowa Ave. and Lake Lowell Ave. (A 122.38-acre portion of the NW 1/4 of Section 31, T3N, R2W, BM - 368 Single Family Residential lots or 3.01 lots/gross acre) for Engineering Solutions, LLP representing Toll ID I LLC *(PH was 11-05-2018)*

5-3. 1st reading of ordinance for Modification of Annexation and Zoning Development Agreement between Constantine LLC and the City of Nampa for property at 2305 E. Victory Rd. amending: a) condition 2 regarding dedication of right-of-way, b) condition 3 regarding fencing along the North Nampa Lateral, c) condition 4 subsections c, g, and k regarding building design standards, d) incorporating an additional 1.5 acres into the development, and e) substituting a new preliminary plat design which includes the original acreage and an additional acreage *(A

*Or as Soon After 7:00 PM as Each Matter may be Heard*
4.07-acre portion of the E ½ of the NW ¼ of the NE ¼ Section 26, T3N, R2W, B.M.), Annexation and Zoning to RD (Two-Family Residential) at 0 E. Victory Rd. (A 1.5-acre or 65,296 sq. ft. portion of the East ½ of the NW ¼ of the NW ¼ of the NE ¼ of Section 26, T3N, R2W, BM) for Riley Planning Services representing Getty Capital of Idaho (DAMO 025-18, ANN 103-18) (PH was 11-19-2018)

5-4. 1st reading of ordinance for Annexation and Zoning to RS6 at 2724 Seminole Dr. for Alan and Karen Wheatley for connection to city sewer services. (PH was 12-17-2018)

5-5. 1st reading of ordinance for Annexation and Zoning to RS6 at 2420 E. Amity Ave. for Stephen Warren for connection to city water and sewer services. (PH was 12-17-2018)

5-6. 1st reading of ordinance for Zoning Map Amendment from RS-6 to BC for the second parcel west of 11460 W Karcher Rd for Jeremiah Jenkins. (PH was 12-17-2018)

(6) New Business

6-1. **Action Item:** Authorize Mayor to sign contract for Trauma Intervention Program

6-2. **Action Item:** Nampa Parks and Recreation requests City council action to authorize the Mayor to sign a field use lease agreement between the City of Nampa and Nampa Legion Baseball for the use of Rodeo Park

6-3. **Action Item:** Authorize Mayor to sign purchase agreement for 129 2nd Avenue North (document reviewed by legal)

6-4. **Action Item:** Council authorize Public Works Director to sign deferral agreement for curb, gutter, and sidewalks at 624 7th Ave N.

6-5. **Action Item:** 1st reading of Ordinance for street naming (exhibit “B”) for S Walnut Ridge Way

6-6. **Action Item:** Council Award bid and authorize Mayor to sign contract for the Pump Maintenance Project to Layne of Idaho

6-7. **Action Item:** Council award bid and authorize Mayor to sign contract for the Irrigation Water Quality FY19 Project with Cascade Enterprises

6-8. **Action Item:** Resolution and authorize Mayor to sign the cooperative agreement for the FY15 D3 Intersection Improvements Traffic Signal Equipment Upgrade, City of Nampa KN13471

6-9. **Action Item:** Authorize Mayor to Sign Agreement for Professional Services with J-U-B Engineers, Inc., for engineering assistance as Required by Federal Aviation Administration, for Airport Improvement Program (AIP-31) Grant Funding for Taxiway and Taxilane Construction at Nampa Municipal Airport (Reviewed and Approved by Legal Counsel)

6-10. **Action Item:** Authorize Public Works Director to Sign Statement of Agreement for the Idaho Unified Certification Program with Idaho Transportation Department (Reviewed and Approved by Legal Counsel)
6-11. **Action Item:** Resolution and authorize Mayor to sign declaring the City’s Intent to Reimburse the Wastewater Fund for Expenditures Relating to Financing of Phase II Upgrades at Wastewater Treatment Plant (Reviewed and Approved by Legal Counsel)

(7) **Executive Session**

7-1. **Action Item:** Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

7-2. **Action Item:** Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

(8) **Public Hearings**

8-1. **Action Item:** Create local improvement district (LID) 166 for the purpose of constructing improvements to the city’s sidewalks, pedestrian ramps, drive approaches, curbs, gutters and other related street improvements

8-2. **Action Item:** Annexation and Zoning to RD (Two-Family Residential) for Mattingly Creek Subdivision at 2008 W. Orchard Ave. (A 3.5-acre portion of the SE ¼ of the SW ¼ of Section 17, T3N, R2W, BM – 11 Two Unit Single Family Residential Attached lots on 3.5 acres for a total of 22 dwelling units on 3.5 acres or 6.29 dwelling units/gross acre) for Pontifex Capital, LLC represented by Bob Taunton, Taunton Group LLC (ANN 105-18)

8-3. **Action Item:** Variance to City of Nampa Zoning Ordinance Section 10-23-20 (K) limiting the allowable number of Subdivision Identification Signs in the RS (Single Family Residential) zoning district to one (1) sign. The applicants are requesting two (2) signs per entry for the 85.02 acre subdivision parcel of land located on the west side of North Can Ada Road, north of Cherry Lane and south of Ustick Road in the SE ¼ Section 1 T3N R2W BM for Craig Lunsford, representing Apex Sign Company and Toll Southwest, LLC. (VAR-00061-2018)

8-4. **Action Item:** Amendments to Nampa City Code Title 3 Chapter 7: Developmental Impact Fees

Adjourn

Next Meeting

Regular Council at 6:00 PM – Monday, February 4, 2019 - City Council Chambers

Page 5 of 6

*Or as Soon After 7:00 PM as Each Matter may be Heard
♦ Individuals, who require language interpretation or special assistance to accommodate physical, vision, hearing impairments, please contact the City Clerk’s Office at Nampa City Hall, (208) 468-5426. Requests should be made at least five (5) days prior to the meeting to allow time to arrange accommodations.

♦ Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the City Clerk.
The meeting was called to order at 5:31 pm by Chairman Dr. David Beverly

- **Members Present:** Dr. David Beverly, Aaron Bear, Mark Miller
- **Members Absent:** Brent Ross, Jeff Towner
- **Non-Voting Members Present:** Monte Hasl, Airport Superintendent; Jeff Barnes, Deputy Public Works Director; Randy Haverfield, City Council Liaison

1-Administrative

**Item 1-1:** Proposed amendments to the agenda: NONE.

**Item 1-2:** MOVED by Beverly to approve the minutes for the regular meeting of November 13, 2018 and seconded by Miller.

Chairman Beverly asked all in favor to say aye with all Commissioners present voting AYE. **MOTION CARRIED**

**Item 1-3a:** Staff Report:
Monte Hasl, Airport Superintendent, presented the following staff report:

- Open Units; Wait List; Fuel Report.
- Airfield Conditions; RYW/TWY & Apron in good shape. Trying to coordinate with the Street Department to get a sweeper out to sweep the entire field; RYW/TWY lighting systems operating normally, with the cold weather bulbs are burning out and being replaced quickly; PAPI operating normally, alignment checked/cleaned; AWOS has been operating normally, however today at 3pm the AWOS went down, a NOTAM has been issued and a call into the manufacturer.
- Hangar Construction Update; Mad River – One more door to skin. Mad River has begun extending the sewer to the lot east of taxi lane C-4 and will begin finishing the cement ramps; T-Craft – The building is substantially complete. T-Craft has replaced a good portion of the old concrete around the hangar with asphalt. They are finishing the bathrooms on the north end of the hangar; Blue Max Aviation – Commercial Lot, the materials are staged. Mr. Cruz submitted a letter to the Superintendent requesting additional time to complete his building. He has been delayed with an issue with his permits and scheduling some of the subcontractors. The building will be complete in early 2019. The Airport Superintendent is granting a 120-day extension to complete construction, with construction to be substantially complete by May 16, 2019; Phoenix Aviation – Mr. Robnett has delivered updated sewer plans for his building. He is working with the Deputy Public Works Director for approval of the sewer line design; Tyler Corporation –Mr. Frazier requested to update the Commission on his plans, he is on this evening’s agenda.
- Miscellaneous; Prepared for winter operations; Ordered new fuel island terminal, QT POD M4000; Soliciting quotes to replace the flooring of the lower floor in the Terminal building; The Administration Office will be closed Christmas Eve, Christmas Day and New Year’s Day; Rodent/FOD (Foreign Object Debris) control on going; No unauthorized vehicles.

Chairman Beverly asked what type of flooring will be installed in the Terminal. The Superintendent reported he is requesting quotes for hard surface similar to what is in the Café upstairs.
Jeff Barnes, Deputy Public Works Director, asked if he could speak after Tom Lemenager. His topics will tie into the Grant Report for AIP-31.

2-Airport Grant Update

Item 2-1: AIP-29 (Phase 2 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Tom Lemenager, J-U-B Engineers, updated the Commission on the Planning for the Environmental Assessment for the Land Purchase in the Runway 11 RPZ (Runway Protection Zone) Project, Phase 2. J-U-B is still incorporating on the final FAA comments to the draft Environmental Report. Once those comments are addressed the document will be sent back to the FAA for the FAA legal department’s review. The FAA is requiring their legal department to review the document based upon the potentially complicated nature of the land purchase. After the legal review is complete a public meeting will be scheduled followed by a 30-day open comment period. If comments are received, those will be incorporated into the final document.

Item 2-2: AIP-31 (Anticipated) (Construct Hangar Taxi lanes and Taxiways) - Tom Lemenager, J-U-B Engineers updated the Commission on the Taxiway / Taxilane Extension Project. J-U-B is working through the contract process. The project design work will need to be completed and bid by April 15th. The Scope of Work (SOW) has been reviewed by the FAA. An Independent Fee Estimate (IFE) for the SOW by a third-party consultant firm is underway. J-U-B is putting together their costs for the SOW to compare to the IFE. J-U-B would like to have the contract ready for City signature by the first of the year.

The FAA Grant application has been signed and submitted to the FAA. Taxilane C-8 has been removed from the project which should assist with the funding for the project.

Item 1-3b: Jeff Barnes, Deputy Public Works Director (DPWD), reported the City has agreements in place with the Schelhorn’s and Mr. Robnett to construct the taxilanes extensions to the east of their respective hangar developments. Both parties are responsible for extending the sewer main across their lot to the next lot. This does leave a portion of sewer to the East of C-5 that will still need to be extended with City Funds. With the FAA application to fund / construct the needed taxilanes the City would like to amend the pavement construction agreement for each party to participate in the remaining sewer extension past taxilane C-6.

The Schelhorn’s and Mr. Robnett will benefit immensely if the FAA funds and constructs the taxilane extensions. With this benefit the DPWD would like the amendment of the pavement construction agreement to not only include the extension of the sewer across the frontage of the respective parties’ lots but to also fund the remaining City portion of the sewer. He will be negotiating this amendment with both parties.

Commissioner Bear asked if Mr. Robnett has begun construction and what is the date provided in his lease for substantial completion. The Airport Superintendent reported construction has not begun, and the substantial completion date is January 16, 2019.

Deputy Director Barnes indicated he began conversations with Mr. Robnett on October 29th. With the conversations on the sewer installation he has delayed Mr. Robnett by 30 days. Mr. Robnett has also indicated that he plans on asking for the 120-day extension to complete his construction.
Commissioner Miller asked how the sewer negotiations are going. The DPWD reported conversations with both parties has been positive. Julie Schelhorn addressed the Commission indicating they are already connected to the sewer for their building. They are currently extending the main line, with a clean out, past the future taxiway C-4 extension so they are able to pour the southern hangar’s ramp before concrete production ends for the season. Julie Schelhorn and Shannon Robnett both indicated they are happy to continue negotiating with Deputy Director Barnes regarding the sewer.

The DPWD will update the Commission again in January.

**Item 2-3: AIP-30 (Master Plan Update)** – Rick Patton, T-O Engineers updated the Commission on the 2018 Master Plan. Mr. Patton reported T-O is working on the draft forecast and anticipates submitting the draft to the FAA this Wednesday. Mr. Patton reviewed the aircraft counts and explained the modifiers used. They believe they missed around 15% of the takeoff/landings and for every full stop aircraft there were 3 touch and go’s. With the counts and modifiers there are approximately 90,000 annual operations at the Nampa Airport. All but one of those operations was by design aircraft (B-2) or smaller. One category C aircraft was recorded during the data collection.

Commissioner Miller indicated larger aircraft are not coming to Nampa because we currently do not have the facilities needed to accommodate them. Mr. Patton responded there is anecdotal evidence when larger aircraft are wanting to use an airport of smaller design you will see more aircraft pushing the limits of the airports design. Airports / Consultants have also received letters supporting a design change to accommodate larger aircraft. These things are not happening at Nampa.

Mr. Patton reviewed the design standard for B-2 aircraft for runway lengths.

T-O is also working on the next Master Plan public meeting. They have increased the notification area around the airport. Three times more neighbors should receive the meeting notifications.

A survey is being sent to the users of the Airport. They are expecting comments to include the need for more hangars. T-O will be looking at sustainability for the Airport and how to be the best Airport for the community.

The DPWD asked when will the City be able to provide the Nampa Highway District with the data needed for the proposed roundabout at the south east end of the Airport. Mr. Patton indicated once the forecast is complete and T-O is working on the facilities they will be able to ask for conditional approval of the runway thresholds before the ALP (Airport Layout Plan) is completed and approved.

**3-Airport Business**

**Item 3-1: Review Tyler Corporation lot reservation:** The Airport Superintendent indicated that Mr. Frazier had told him that he would be at this evenings Commission meeting with drawings to present to the Commission. Mr. Frazier is not present. His reservation is set to expire this month.

MOVED by Miller and seconded by Bear
The Airport Commission hereby recommends extending The Tyler Corporation’s reservation by 30-days.

Chairman Beverly asked all in favor to say aye with all Commissioners present voting AYE.

MOTION CARRIED

**Item 3-2:** Review Northwest Backcountry concept lot layout – The Airport Superintendent presented the layout concept plan to the Commission. Kasey Lindsay and Bob Hannah would like to build between Blue Max and MAF. They are looking to build two 50’ x 50’ or 60’ x 60’ hangars side by side. The issue of 2-hour fire walls has come up as well as P&Z requirements. The Superintendent has inquired with P&Z and was told there is not a landscaping requirement for storage hangars along Pilatus, however they will need to be 30 feet from the right of way. The question also comes up what orientation should the buildings run, north-south or east-west. Is the location between Blue Max and MAF the best place for these hangars? Commissioner Miller does not want storage hangars north of Blue Max and feels that corner should remain available for a Commercial operation.

Chairman Beverly would like to see drawings from Northwest Backcountry before making a determination on the layout.

The Airport Superintendent will work with Northwest Backcountry to come back to the Commission next month with more information.

**Item 3-3:** Request; Lessor’s Consent for Lot 2150, Teton Leasing, LLC – The Airport Superintendent reported Teton Leasing (AvCenter) is using the maintenance hangar on lot 2150 as collateral for a purchase at the McCall Airport. The City Attorney has reviewed and approved the document. Today the City Attorney and the Bank changed the document title to Landlords Consent.

MOVED by Miller and seconded by Bear

*The Airport Commission hereby recommends City Council authorize the Mayor to sign the Landlord’s Consent with Idaho Central Credit Union for lot 2150.*

Chairman Beverly asked all in favor to say aye with all Commissioners present voting AYE.

MOTION CARRIED

**Item 3-4:** Request; Lessor’s Consent for Lot 0830, Patriot Properties – The Airport Superintendent reported Patriot Properties is refinancing their improvement on lot 0830. The City Attorney has reviewed and approved the Lessor’s Consent document.

MOVED by Miller and seconded by Bear

*The Airport Commission hereby recommends City Council authorize the Mayor to sign the Lessor’s Consent with US Bank for lot 0830.*

Chairman Beverly asked all in favor to say aye with all Commissioners present voting AYE.

MOTION CARRIED

MOVED by Bear and seconded by Miller to adjourn the meeting.

Chairman Beverly asked all in favor to say aye with all Commissioners present voting AYE.

MOTION CARRIED
NAMPA AIRPORT COMMISSION
DECEMBER 10, 2018

Chairman Dr. David Beverly adjourned the meeting at 6:40 PM

Passed this 14th day of January 2019

COMMISSION CHAIRMAN

AIRPORT SUPERINTENDENT, SECRETARY
The regular monthly meeting of the Nampa Bicycle and Pedestrian Advisory Committee (NBPAC) was held at Nampa City Hall, City Council Chambers, on Thursday, December 13, 2018, beginning at 4:05 P.M., pursuant to notice duly posted by the City Clerk and provided to the individual committee members by e-mail. Present at the meeting were the following:

Committee Members: LaRita Schandorff, Chair  
Bruce Wiley  
Philip Peterson  
Kasey Ketterling  
Micki Kawakami

Nampa City Council: Councilperson Sandi Levi  
(sat in for a part of the meeting)

City of Nampa Staff: Alex Hackett, Safe Routes to School  
Jeff Barnes, Assistant City Engineer  
Nicole Fletcher, Public Works staff engineer  
Clemente Salinas, Public Works staff engineer  
Cody Swander, Parks & Recreation  
Norm Holm, Planning and Zoning

Guests: Bradon Cervetti, COMPASS  
Joe Barton, Paragon Engineering

1. Welcome. LaRita Schandorff opened the meeting.

2. Approval of minutes of the previous meeting. It was noted by LaRita Schandorff that the minutes of the previous meeting held in November had been sent by e-mail to all members of the committee; and she asked if there were any corrections or additions to the minutes. Upon motion duly made, seconded, and unanimously carried, the minutes of the previous meeting were approved as written.
3. **Changes to agenda.** LaRita Schandorff noted that the proposed agenda had been posted by the City Clerk prior to the meeting and e-mailed to the committee members; and she asked for any additions or other changes for the proposed agenda. An addition raised was the announcement that the annual Christmas [Bicycle] Ride would be held beginning at 6:30 P.M., Saturday, December 15, 2018, departing from Rolling H Cycles in Nampa. Also, LaRita appointed Phil Peterson acting secretary for the meeting.

4. **City staff changes.** Jeff Barnes noted that several significant changes had recently taken place within the public works department, which has responsibility for the Nampa Airport, city streets, and transportation planning:

   a. Michael Fuss, Public Works Director, has resigned;

   b. Tom Points has been appointed to the position of Public Works Director to replace Michael Fuss; and

   c. Clemente Salinas has been appointed as assistant city engineer for project management.

   Additionally, Norm Holm noted that several resignations had taken place within the city's planning and zoning department, significantly reducing the current staff, but that filling of the vacant positions and several newly-created positions was now underway.

5. **Fiscal year (FY) 2019 projects.** A handout entitled "Request Authorization to Submit Applications for FY19 Grant Funding" ("FY19 Projects Report")\(^1\) was provided to the committee and discussed by Jeff Barnes, Nicole Fletcher, Clemente Salinas, and Joe Barton. It was noted that ten (10) Nampa projects - among those included on page 2 of the FY19 Projects Report - had been submitted to COMPASS, and all were approved for competition for (as distinguished from approved for) 2019 funding. To the extent funding is approved, these projects may be completed in FY2019.

   Clemente Salinas and Joe Barton discussed new projects for 2019 on Greenhurst Road just east and just west of Twelfth Avenue Road. Work on the part just east of Twelfth Avenue Road will be done during January to May of 2019. Work on the portion just west of Twelfth Avenue Road will be begun in June 2019 after the school year ends at South Middle School, since the street in front of the school will be affected.

   Joe Barton discussed several approved projects which "in a perfect world" [his words] will be complete by September 2019. They include the four outlined in the second attachment to these minutes, said attachment consisting of seven (7) pages:

\(^1\)See the first attachment to these minutes, consisting of three (3) pages.
a. Iowa Avenue Pedestrian-Activated Crosswalk and Bike Lane (first two pages of the attachment);

b. Midland Boulevard Pedestrian Hybrid Beacon and Blaine Avenue Bike Boulevard (pages three and four of the attachment);

c. 14th Avenue Bike Boulevard and Pedestrian Improvements (page five of the attachment); and

d. North Sugar Street Pedestrian-Activated Crosswalk (pages six and seven of the attachment).

Jeff Barnes noted that the city's cycle zone maintenance for 2019 will focus on Southwest Nampa. He will bring a map to the January meeting and discuss what is planned for that zone.

Jeff Barnes indicated that on January 22, 2019, the Nampa City Council would be holding a hearing concerning the use of impact fees to provide, inter alia, transportation funding for the city. In anticipation of the hearing, Jeff stated he could make a 10-minute presentation at the January meeting of the committee on transportation funding, including the role of impact fees.

6. **Looking ahead to 2020 projects.** It was noted in passing during the discussion of 2019 projects that in 2020 the intersection of Middleton Road and Lone Star Road will be redone.

7. **Adjournment.** There being no further business to be brought before the committee, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned at 4:58 P.M.

Philip A. Peterson  
NBPAC Acting Secretary for the meeting

Attachments: FY19 Projects Report consisting of three (3) pages  
2019 Projects Underway (four (4) projects, seven (7) pages)
Mayor Kling called the meeting to order at 6:00 p.m.

Clerk made note that Councilmembers Rodriguez, Bruner, Hogaboam, Levi, Haverfield were present. Councilmember Skaug Absent.

(1) Consent Agenda (Action Items)

MOVED by Rodriguez and SECONDED by Haverfield to approve the Consent Agenda as presented; Regular Council Minutes of December 17, 2018; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes of December 13, 2018; Airport Commission Minutes; Planning & Zoning Commission Minutes of December 11, 2018; Library Commission Minutes; bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) None; Authorize Public Hearings: 1) None; Authorize to Proceed with Bidding Process: 1) None; Authorization for execution of Contracts and Agreements: 1) Authorize Mayor to approve the ITD/Nampa Signal FY19 Zone B1 Equipment Procurement project; Monthly Cash Report: 1) None; Resolutions: 1) Destruction of Clerk’s Records; 2) Disposition of Fleet Property; License for 2018: 1) None; Miscellaneous Items: 1) None. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. Mayor Kling declared the MOTION CARRIED

(2) Proclamation

Item #2-1 - None

Mayor Kling asked if there was any Nampa Residents wishing to speak on any agenda item were (5 persons limit):

• None

Mayor Kling asked if there was any Nampa Residents wishing to speak on any item that was not on the agenda (5 persons limit):

• None

Mayor Kling’s and Council Comments

• Year-end Report (the greatest asset is the people) – Mayor
• Councilmember Rodriguez – thanked the community and the Council support over my first year
• Councilmember Hogaboam – gave a shout-out for the firefighters from a citizen; and also gave a shout-out for the police

Agency/External Communications

• Amy Schroeder presented the following presentation on ITD I-84 Project: we have a public meeting on January 22, 2019 in Nampa and January 23 in Caldwell. We are looking at this corridor in three segments. In Nampa between the Franklin Boulevard and the Karcher Interchange we have construction beginning this year and that is reconstruction of the
Regular Council  
January 7, 2019

Northside interchange and rebuilding I-84 to three lanes in each direction. That will go on through next year 2020.

We are also working on an environmental study and that is going into Caldwell but we are taking that in two pieces the center piece is the one that we are focused on for the open houses at the end of the month. This is advancing the expansion of I-84 from the Karcher Interchange to the Franklin Road interchange in Caldwell. It is looking like three lanes in each direction and rebuilding the bridges and the canal crossing and everything that goes with it.

Left hand side of traffic, this is a study that will take a little bit longer and so we are able to advance Karcher to Franklin Road but we need a little bit more time to study the improvements that are needed in Caldwell so there will be another public meeting later in the summer for the improvements in Caldwell.

Franklin Road in Caldwell construction in 2021 and take a couple of years. Construction in Nampa won’t stop it will be continuous.

Councilmembers asked questions and made comments.
Item #3-1. – Public Works Director Tom Points presented a staff report to update the council on current projects as follows:

Letter of Appreciation to Idaho Department of Transportation for I-84B, Northside Boulevard to Grant Street Project – On behalf of the City, Mayor Kling is sending the attached letter of appreciation (see Exhibit A) to Chairman Jerry Whitehead of the Idaho Transportation Department (ITD) for the excellent work on the I-84B, Northside Boulevard to Grant Street project.

- The letter states gratitude to ITD for their efforts in planning, allocation of funding, design and construction management resulting in a job well done.

The project rebuilt deteriorated roadway, pedestrian ramps and curbing throughout downtown Nampa and along Garrity Avenue adjacent to Lakeview Park, and was completed last summer.

- The project was constructed at night to expedite the work and reduce impacts to businesses and the community.

The City looks forward to a continued partnership with ITD.

Street Division Snow Removal - Street Division crews continue winter maintenance activities by applying Magnesium Chloride (MgC12), salt and/or brine. The following highlights labor hours and material expenditures:

<table>
<thead>
<tr>
<th>FISCAL YEAR 2019 TOTALS</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
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</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>17,171</td>
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</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>143</td>
</tr>
</tbody>
</table>
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January 7, 2019

<table>
<thead>
<tr>
<th>Snow/Water Event No. 3</th>
<th>Report for December 26-27, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task and/or Material</td>
<td>Hours</td>
</tr>
<tr>
<td>Overtime</td>
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<tr>
<td>Regular Hours</td>
<td>90</td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Snow/Water Event No. 2</th>
<th>Report for December 10, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task and/or Material</td>
<td>Hours</td>
</tr>
<tr>
<td>Overtime</td>
<td>1</td>
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<td>Regular Hours</td>
<td>9</td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Snow/Water Event No. 1</th>
<th>Report for November 30 - December 3, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task and/or Material</td>
<td>Hours</td>
</tr>
<tr>
<td>Overtime</td>
<td>59</td>
</tr>
<tr>
<td>Regular Hours</td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
</tr>
</tbody>
</table>

**I-84 Northside Interchange Landscape Plan** - ITD is designing improvements to I-84, between the Karcher Interchange and Franklin Boulevard Interchange in Nampa. The improvements are part of a major project addressing the needs on I-84 from Nampa into Caldwell. The work is expected to improve safety, address congestion and benefit the regional economy for many years.

As part of the corridor project, the I-84 Interchange and Northside Boulevard will be replaced with a Single Point Urban Interchange (SPUI). The design is underway, including the landscape plan.

ITD has allocated approximately $400,000 (the value of the existing landscape) toward installation of new landscaping.
The I-84 Northside Interchange 50% Design Narrative has been reviewed and approved by city staff, including Parks Department staff (see Exhibit B).

The plan includes grass turf areas, landscaping planting beds, dryland grass areas, and some large trees. The plan is designed for aesthetics as well as efficiency of maintenance.

**Greenhurst Road Rebuild – Midland to Juniper** – The first phase (Phase I) of the East Greenhurst Road Rebuild Project (Project) will begin on January 14. Phase I will include work on East Greenhurst Road, from 12th Avenue Road to South Juniper Street, and is expected to be completed in May 2019.

Phase II of the Project will include work on West Greenhurst Road, from 12th Avenue Road to Midland Boulevard. Phase II work will begin in June 2019 and is scheduled to be completed before school is back in session for the 2019-2020 school year.

The attached letter (see Exhibit C) was sent to affected property owners in the adjacent subdivision last week and includes a map of the Phase I detour.

Mayor and Councilmembers asked questions and made comments.

**Wastewater Program Update:** The Wastewater Program Management Team (WPMT) continues to oversee preliminary design to construction management for the following projects:

- $165 Million Loan Agreement with Idaho Department of Environmental Quality
  - To be completed in Winter 2019
- Recycled Water Program Reuse Permit
- Phase II/III Preliminary Design
- Fiscal Year 2020 Wastewater Rate Increases
  - To be completed in Summer 2019
- Phase I Construction
- Procurement of Design/Construction Services for Phase II
  - To be completed in Fall 2019

The WPMT is also tracking regulatory issues related to the waters of the United States. On December 11, 2018, the U.S. Environmental Protection Agency (EPA) issued a press release regarding the proposed new “Waters of the United States” (WOTUS) definition and opened a 60-day public comment period (see Exhibit D). The EPA will host an informational webcast on January 10, 2019, as well as a listening session on the proposed rule in Kansas City, Kansas, on January 23, 2019. The WPMT plan to attend both broadcasts and is working with legal counsel to prepare comments for submission to EPA. The proposed rule is expected to take several years to finalize as the EPA will need to address the anticipated, hundreds of thousands public comments.
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In December, the city received the draft loan offer from the Idaho Department of Environmental Quality (IDEQ) for the first $37 million of the $165 million State Revolving Fund (SRF) loan. On December 3, 2018, IDEQ informed the city the 2018 Wastewater Treatment Plant (WWTP) Facility Plan environmental document review was complete and no further environmental analysis will be required (see Exhibit E). On December 11, 2019, IDEQ published a legal notice for the categorical exclusion determination in the Idaho Press, clearing the way for IDEQ to prepare the city’s $165 million SRF loan offer and agreement. The loan agreement was received by the city on December 20, 2018, and is with the city’s legal counsel, and bond counsel (Skinner Fawcett LLP), for review. It is anticipated the agreement will be before the city to execute in February 2019.

Phase I Upgrades Construction Update

On September 8, 2015, city council requested the WPMT provide bimonthly reports on Phase I Upgrades construction progress. Phase I Upgrades were designed to meet the Wastewater National Pollutant Discharge Elimination System (NPDES) permit interim phosphorus limits that go into effect May 1, 2020.

The $38 million Phase I Upgrades Projects is more than 80% complete. Project Group A-Liquid Streams Upgrades started in June 2015 and completed in the summer 2018. Project Group B-Solids Handling Upgrades started in June 2017 and is scheduled for completion in the spring of 2019. The final project, Project Group C-Primary Digester No. 4, started in October 2018 and scheduled for completion in the fall of 2019.

Project Group B – Solid Handling Upgrades Status

Since issuance of Notice to Proceed there has been considerable progress on Project Group B:

- Notice to Proceed issued June 19, 2017
- The Contract Time Completed is currently at 79%
- The Contract Work Completed is currently at 83%

Key activities and milestones achieved since the update to city council on December 3, 2018, include:

- Completed installation of the polymer makeup system inside the new Solids Handling Building
- Initiated work on the ferric chloride system
- Continuation of electrical work in the polymer room, including pulling wire and starting terminations
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- Submitted 517 technical submittals since the beginning of project. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 17 days

Based on the current project schedule, the following are the major work items expected to be completed in the near future:

- Continuation of electrical and instrumentation work on MCC 7 in the blower building
- Commissioning and testing of several construction components, including plant drain lift station, polymer and thickening systems, and dewatering system is slated for January and February 2019
- Punch list completion and walkthrough with the city is scheduled for April 2019

The following photos show the progression of Project Group B:

![Figure 1 – Continued work on electrical installations in the polymer room](image)
Since issuance of Notice to Proceed there has been considerable progress on Project Group C.

- Notice to Proceed issued October 15, 2018, for administrative activities. Construction Notice to Proceed issued November 12, 2018
- The Contract Time Completed is currently at 17%
- The Contract Work Completed is currently at 2%

Key activities and milestones achieved since the update to city council on December 3, 2018, include:

- Continuation of contractor submittal process for construction work
- Completion of mass excavation at the location of the new Primary Digester No.4
- Preparation of subgrade for the foundation at the site
- Submitted 47 technical submittals since the beginning of Project. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 12 days

Based on the current project schedule, the following are the major work items expected to be completed in the near future:

- Concrete pouring for the base slabs of the new digester will take place in January 2019
- Placement of walls for the new digester is currently slated for February 2019
The following photos show the progression of Project Group C:

**Figure 1 – Excavation activities**

**Figure 2 – Foundation progress**
Nampa WWTP Phase I Upgrades: Financial Report

The following table shows current financials for Phase I Upgrades:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Change Order Rate</th>
<th>Spent</th>
<th>Percent Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Group A – Ewing</td>
<td>$12,494,000</td>
<td>$14,071,194</td>
<td>11.2%</td>
<td>$14,071,194</td>
<td>100%</td>
</tr>
<tr>
<td>Project Group A Contingency</td>
<td>$1,500,000</td>
<td>-$77,194</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group A Total</strong></td>
<td><strong>$13,994,000</strong></td>
<td><strong>$13,994,000</strong></td>
<td><strong>$14,071,194</strong></td>
<td><strong>101%</strong></td>
<td></td>
</tr>
<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
<td>$11,636,989</td>
<td>3.3%</td>
<td>$9,794,947</td>
<td>84%</td>
</tr>
<tr>
<td>Project Group B Contingency</td>
<td>$500,000</td>
<td>$118,011</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group B Total</strong></td>
<td><strong>$11,755,000</strong></td>
<td><strong>$11,755,000</strong></td>
<td><strong>$9,794,947</strong></td>
<td><strong>83%</strong></td>
<td></td>
</tr>
<tr>
<td>Project Group C – Ewing</td>
<td>$3,311,094</td>
<td>$3,311,094</td>
<td>0.0%</td>
<td>$67,850</td>
<td>2%</td>
</tr>
<tr>
<td>Project Group C Contingency</td>
<td>$150,000</td>
<td>$150,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group C Total</strong></td>
<td><strong>$3,461,094</strong></td>
<td><strong>$3,461,094</strong></td>
<td><strong>$67,850</strong></td>
<td><strong>2%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PHASE I UPGRADES TOTAL</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>$23,933,991</strong></td>
<td><strong>82%</strong></td>
<td></td>
</tr>
</tbody>
</table>

*a Overall project authorization was not exceeded. Savings in other contracts resulted in finishing under the original project budget of $18.5M.

Other Financial Updates:
- Project Group B will have an unused contingency of $125,000 resulting from decisions by city staff, the contractor, and the WPMT. The contract values shown in the table above still include this contingency as the cost savings will be captured early in 2019.

City of Nampa Fiscal Year 2018 Nampa Wastewater Treatment Facility National Pollutant Discharge Elimination System Permit Annual Report: The Wastewater NPDES permit allows for the city to discharge to Indian Creek. The same permit requires an annual progress report be submitted before the end of each calendar year. With IDEQ being granted primacy of the Idaho Wastewater NPDES permits, the City’s Fiscal Year 2018 Nampa Wastewater Treatment Facility NPDES Permit Annual Report (Report) was submitted to IDEQ on December 28, 2018.

The report summarizes the wastewater program and provides progress on compliance activities outlined in the Wastewater NPDES permit. Activities for fiscal year 2018 include:

- **2018 WWTP Facility Plan**: The facility plan was completed and adopted by city council in February 2018. The plan identifies a recycled water program as the preferred alternative for meeting the regulatory requirements and Nampa’s growth
- **Total Phosphorus Limit**: Significant progress with Phase I Upgrades (Projects Group A, B and C) has been made with the final completion. The aeration basin biological nutrient
removal and primary effluent pump station construction was completed (Project Group A). Construction activities for the Solids Handling Building and Primary Digester No. 4 are underway. The building (Project Group B) is estimated to be completed in Spring 2019, and the digester (Project Group C) will be completed in late 2019. The Wastewater NPDES permit includes a schedule of compliance for meeting a total phosphorus interim limit and final limit that go into effective May 1, 2020, and August 31, 2026, respectively.

- **Temperature Limit:** Completion of the Nampa WWTP Facility Plan identified a recycled water program that will discharge Class A Recycled Water to the Phyllis Canal during the summer months. The Wastewater NPDES permit includes a schedule of compliance for meeting a temperature limit that go into effect August 31, 2031.
- **Mercury Limit:** Data was obtained from local dental offices through a questionnaire.
- **Copper Limit:** The copper sampling plan is being developed and will be completed in early 2019 at which time the city will begin collecting data to meet the requirements of the plan.

Councilmembers asked questions.

**4) Unfinished Business**

**Item #4-1.** – None

**5) Pending Ordinances (Postponed Due to Lack of Supporting Documentation)**

5-1. 1st reading of ordinance for Annexation and Zoning to Light Industrial at 58 and 0 N. Kings Rd. for construction of Storage Units (A combined 3.87 acre or 168,577 sq. ft. portion of the South Half of the NW ¼ of the SW ¼ of Section 24, T3N, R2W, BM) for Cody Lane-Trek Investment Group (PH was 9-17-2018)

5-2. 1st reading of ordinance for Annexation and Zoning to RS 7 (Single Family Residential - 7,000 sq. ft.) for Carriage Hill West Subdivision east of Midway Rd. between W. Iowa Ave. and Lake Lowell Ave. (A 122.38-acre portion of the NW 1/4 of Section 31, T3N, R2W, BM - 368 Single Family Residential lots or 3.01 lots/gross acre) for Engineering Solutions, LLP representing Toll ID I LLC (PH was 11-05-2018)

5-3. 1st reading of ordinance for Modification of Annexation and Zoning Development Agreement between Constantine LLC and the City of Nampa for property at 2305 E. Victory Rd. amending: a) condition 2 regarding dedication of right-of-way, b) condition 3 regarding fencing along the North Nampa Lateral, c) condition 4 subsections c, g, and k regarding building design standards, d) incorporating an additional 1.5 acres into the development, and e) substituting a new preliminary plat design which includes the original acreage and an additional acreage (A 4.07-acre portion of the E ½ of the NE ¼ of Section 26, T3N, R2W, BM.), Annexation and Zoning to RD (Two-Family Residential) at 0 E. Victory Rd. (A 1.5-acre or 65,296 sq. ft. portion of the East ½ of the NW ¼ of the NE ¼ of Section 26, T3N, R2W, BM) for Riley Planning Services representing Getty Capital of Idaho (DAMO 025-18, ANN 103-18) (PH was 11-19-2018)
5-4. 1st reading of ordinance annexation and zoning to RS-6 at 2724 Seminole Drive for Alan and Karen Wheatley for connection to city sewer services (PH was 12-17-2018)

5-5. 1st reading of ordinance for annexation and zoning to RS-6 at 2420 East Amity Avenue for Stephen Warren for connection to city water and sewer services (PH was 12-17-2018)

5-6. 1st reading of ordinance for a vacation of the right-of-way located within the Nampa Industrial Corporation First Addition Subdivision, comprising 0.683 acres, located running north off industrial Rd, between Lot 1 on the west, Lots 6,7,8 Block 4 on the east and the Phyllis Canal and Parcel R311881000 to the north for NLH LLC, John Burrow, and Home Style Industries, to retain ownership of the adjacent vacated right-of-way (PH was 12-17-2018)

5-7. 1st reading of ordinance for a zoning map amendment from RS-6 to BC for the second parcel west of 11460 West Karcher Road for Jeremiah Jenkins (PH was 12-17-2018)

◆ (6) New Business ◆

Item #6-1. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign the contract with EKC, Inc for the Remodel Project for Nampa Family Justice Center.

Facilities Superintendent Brian Foster presented a staff report explaining that the Facilities Development, as part the Department of Building Safety and Facilities Development, is charged with maintaining and improving city property. Facilities Development has identified the need for a remodel for the Family Justice Center. The Proposer provides all management, supervision, labor, materials, supplies, and equipment, and will plan, schedule, coordinate and assure effective performance of all services described herein.

Facilities Development solicited bids from contractors for the remodel project. A mandatory walk through was conducted at the project site on December 6, 2018 at 10:00 a.m.

A total of five (5) bids were received on December 18, 2018.

The apparent low bid was received from Excelsior Construction, however, on December 19, 2018 Excelsior Construction withdrew their bid pursuant to Idaho Code 54-1904E.

The apparent low bid for the project is EKC, Inc.

Documentation has been reviewed by the City Attorney.

The project is to be funded by CDBG funds.
Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

MOVED by Bruner and SECONDED by Haverfield to award the bid and authorize the Mayor to sign contact with ECK, Inc. for the remodel for the Nampa Family Justice Center at the Mangum Building not to exceed contract amount of $110,819. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED.

Item #6-2. - Mayor Kling presented the request for reappointment of Erica Hernandez and appointment of Mary Knight to the Venue Management Advisory Commission.

MOVED by Haverfield and SECONDED by Rodriguez to approve the reappointment of Erica Hernandez and appointment of Mary Knight to the Venue Management Advisory Commission. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the MOTION CARRIED.

Item #6-3. - Mayor Kling presented the request to authorize the Parks and Recreation Department to give a 30-day notice to terminate the Letter of Agreement, dated September 4, 2018, with the South Valley Homeowners Association.

Parks and Recreation Director Darrin Johnson presented a staff report explaining that in 2017 the Nampa Parks Division and the Nampa Meridian Irrigation District (NMID) organized maintenance near a section of the Wilson Pathway located southwest of the Panda Express on 12th Ave Rd. The maintenance was done to maintain and repair the Wilson Drain.

As a result of the maintenance, trees on the NMID maintenance easement were removed. When the maintenance was completed, at the request of the South Valley Drive HOA, the Parks Division established a letter of agreement between the city and the HOA permitting the HOA to plant trees on City of Nampa Property. The purpose for the agreement was to satisfy the homeowners who had concerns about the removal of trees during the drain repair.

After the agreement was ratified and the HOA planted trees, the NMID took issue with the trees being planted on their maintenance easement. Referring to a 2003 agreement between the city and the NMID, the district notified the Parks Division that the city would need approval from the NMID to restore landscaping. With this, Nampa Parks and Recreation determined it is in the City of Nampa’s best interest to request city council authorize the termination of the agreement between the city and the South Valley Drive Homeowners Association. The original agreement is attached with an exhibit showing location.
In a separate agreement (that will be presented for approval on January 7, 2018) the City of Nampa is requesting city council approve a Landscape License Agreement between the City of Nampa and the NMID. This agreement will allow shrubs but not the replacement of trees.

Councilmembers asked questions and made comments.

**MOVED** by Haverfield and **SECONDED** by Bruner to **authorize** the Parks and Recreation Department to give a 30-day notice to terminate the Letter of Agreement, dated September 4, 2018 with **South Valley Homeowners Association**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #6-4.** - Mayor Kling presented the request to **authorize** the **Mayor** to **sign** the **Landscape License Agreement** between the City of Nampa Parks and Recreation Department and the Nampa Meridian Irrigation District.

Darrin Johnson presented a staff report explaining that on a portion of the Wilson Pathway, located Southwest of the Panda Express on 12th Ave. Rd, Nampa Parks and Recreation has negotiated a license agreement with the Nampa Meridian Irrigation District. The agreement allows shrubs to be planted along the pathway but limits the city from planting trees. The location pertaining to the agreement is described in the attached exhibits.

This action will replace an agreement that was established between the City Parks and Recreation Department and the South Valley Drive Homeowners Association. In a separate action item, the Nampa Parks and Recreation Department will request the described agreement with the homeowner’s association be terminated.

Nampa & Meridian Irrigation District (NMID) will allow nine (9) shrubs and grass to encroach within the easement for the Wilson Drain. The easement for the Wilson Drain at this location is a minimum of one hundred feet (100’) total, fifty feet (50’) on each side of centerline.

Previously, seven (7) shrubs and two (2) trees were planted approximately twenty-seven feet (27’) from the centerline of the Wilson Drain without an agreement between NMID and The City of Nampa. You have proposed that the two trees that do not meet NMIDs current landscaping requirements, will be removed and replaced with shrubs.

**MOVED** by Bruner and **SECONDED** by Haverfield to **authorize** the **Mayor** to **sign** the **Landscape License Agreement** between the City of Nampa Parks and Recreation Department and the Nampa Meridian Irrigation District. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**
Item #6-5. - Mayor Kling presented the request to award quote to Blue Sky Construction and authorize the Mayor to sign contract for FY19 Aerial Sewer Replacement Project.

Tom Points presented a staff report explaining that each year as part of the City’s Asset Management program the Wastewater Division identifies sanitary sewer lines and infrastructure that need rehabilitation or replacement.

In 2017 (FY17) the city had to perform an emergency repair on an aerial sewer crossing at Broadmore Ave to stop sewage discharge into Indian Creek. The emergency repair highlighted the need for the city to be more proactive in replacing failing aerial sewer crossings.

For FY18 the Wastewater Division identified six (6) aerial sanitary sewer crossings in need of replacement (Exhibit A).

T-O Engineers, Inc. was selected by interview to design the project and assist with easement acquisition, bidding and construction.

The aerial crossings were designed in FY18 and construction in FY19 to coincide with the irrigation offseason. Constructing the project during the irrigation offseason will reduce the need for bypass pumping and improve constructability.

The Aerial Sewer Replacements FY19 project has an approved Wastewater Division budget of $685,000.

The project was put out to bid in September, and we received no bids.

Engineering contacted Blue Sky Construction and negotiated a price for the work.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept, Design, Bidding Preparation</td>
<td>$82,954.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$365,159.67</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$448,113.67</strong></td>
</tr>
</tbody>
</table>

Construction inspection will be performed in-house saving an estimated $40,200.00

This is aligned with the city’s goal is to improve the level of service and lower consulting costs by adding in-house construction inspection, civil engineering design, planning and public involvement capacity. Hire additional staff to complete approximately 20-30% of civil engineering design/public involvement and 60% of construction engineering inspection services in-house within five years.

Engineering Division recommends awarding the project.
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MOVED by Haverfield and SECONDED by Bruner to award the quote to Blue Sky Construction and authorize the Mayor to sign contract for FY19 Aerial Sewer Replacement Project in the amount of $365,159.67. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-6. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign Task Order and Contract with Paragon Consulting, Inc. for professional services on Midland Boulevard Re-Striping (W. Greenhurst Road to Caldwell Boulevard) project.

Tom Points presented a staff report explaining that the draft transportation masterplan identifies this stretch of the Midland corridor be reviewed for safety and striping plan. The roadway segment spans approximately 3.5 miles. (Exhibit A)

The purpose of the Midland Boulevard Re-Striping (W. Greenhurst Road to Caldwell Boulevard) project is to increase safety, reduce delay, and improve conductivity along the corridor.

A conceptual pavement marking layout for the Midland Boulevard corridor has been completed as part of a previous project, however further development will require additional design and public involvement to coordinate access and parking with adjacent property owners.

Paragon Consulting, Inc. was selected to perform professional design services for the Midland Boulevard Re-Striping project.

Paragon Consulting, Inc. provided a scope of work for $28,700 to provide design and public involvement services to meet with property owners along the corridor, conduct a public open house, review accident history, complete a report, striping plans and bid documents (Exhibit B). The current approved budget is $75,000 and is from the FY19 Streets Division.

Engineering Division has reviewed the Scope of Work and recommends approval of the task order to Paragon Consulting, Inc. in the amount of $28,700.

MOVED by Bruner and SECONDED by Rodriguez to authorize the Mayor and Public Works Director to sign a task order and contract with Paragon Consulting, Inc. for professional services on Midland Boulevard re-striping (W. Greenhurst Road to Caldwell Boulevard) project in the amount of $28,700. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED
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**Item #6-7.** - Mayor Kling presented the request to authorize the **Public Works Director** and/or **Deputy Public Works Director** (Water) **signing authority** in accordance with the City’s Municipal Separate Storm Sewer System (MS4) Permit. (reviewed and approved by legal counsel)

Tom Points presented a staff report explaining that the City of Nampa’s Stormwater National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. IDS-028126 states that all permit applications, discharge monitoring reports, and reporting of permit violations are to be signed by a ranking elected official (Mayor) or his/her duly authorized representative.

The duly authorized representatives, under penalty of law, submit the information to their best knowledge to be true, accurate, and complete.

Staff have reviewed City Council records and were unable to find action assigning a duly authorized representative.

The Deputy Public Works Director (Water) oversees Stormwater NPDES MS4 permit activities and reporting.

In the event the Deputy Public Works Director (Water) is not available, the person holding the position of Public Works Director oversees stormwater permit activities.

Public Works Department recommends that the Stormwater NPDES MS4 permit duly authorized representative be the Deputy Public Works Director (Water).

**MOVED** by Rodriguez and **SECONDED** by Bruner to authorize the **Public Works Director** and/or **Deputy Public Works Director** (Water) **signing authority** in accordance with the City’s **Stormwater NPDES MS4 Permit No IDS-028126**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #6-8.** - Mayor Kling presented the request to authorize the **Public Works Director** to **Sign and Submit 2018 Stormwater Annual Report** for National Pollutant Discharge Elimination System Permit for Municipal Separate Storm Sewer System (MS4) Permit to the Environmental Protection Agency and the Idaho Department of Environmental Quality.

Tom Points presented a staff report explaining that the City of Nampa’s Stormwater National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. IDS-028126 became effective October 15, 2009 and expired on October 14, 2014.

In July 2014 the city submitted an application for permit reissuance to the Environmental Protection
Agency (EPA) for continued coverage under the Stormwater NPDES MS4 permit.

In October 2014 the EPA issued a letter to the city that the Stormwater NPDES MS4 permit was being administratively extended until a new permit is issued. The EPA’s administrative extension required no program changes for the permit compliance.

Nampa stormwater discharges continue to be monitored and reported annually under EPA’s administrative extension. EPA anticipates issuing a new MS4 general permit to Idaho in 2019, with an effective date of October 1, 2019.

Once per year the city must evaluate and demonstrate compliance with the MS4 permit conditions, the appropriateness of identified Best Management Practices (BMPs), and progress toward achieving the six (6) minimum control measures. This task is accomplished through the MS4 Annual Report.

The 2018 annual report documents Stormwater NPDES MS4 Permit Year 9.

Activities performed during Year 9 of the MS4 permit were focused on the continuation of Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Runoff Program, Post-Construction Stormwater Management, Pollution Prevention/Good Housekeeping, and a Stormwater Monitoring Program.

The city continued efforts to educate and engage Nampa’s community through the Public Education and Outreach and Public Involvement and Participation Programs. These events educated and informed 11,217 participants, on Nampa’s stormwater and are outlined below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th># of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/27/2017</td>
<td>Downtown Nampa Trunk or Treat</td>
<td>3,500</td>
</tr>
<tr>
<td>11/28/2017</td>
<td>Boy Scout Troop 118</td>
<td>10</td>
</tr>
<tr>
<td>3/17/2018</td>
<td>Dog Park Food Truck Rally</td>
<td>1500</td>
</tr>
<tr>
<td>4/20/2018</td>
<td>Water Education Day</td>
<td>200</td>
</tr>
<tr>
<td>4/27/2018</td>
<td>Water Education Day</td>
<td>237</td>
</tr>
<tr>
<td>4/14/2018</td>
<td>Rec Center Spring Kickoff</td>
<td>1200</td>
</tr>
<tr>
<td>4-8/2018</td>
<td>Farmers Market (5 Events)</td>
<td>500</td>
</tr>
<tr>
<td>5/13/2018</td>
<td>Treasure Valley Leadership Academy</td>
<td>26</td>
</tr>
<tr>
<td>5/24/2018</td>
<td>Central Canyon Edible Aquifer</td>
<td>63</td>
</tr>
<tr>
<td>5/30/2018</td>
<td>Nampa Library Summer Reading Program Kickoff</td>
<td>2,000</td>
</tr>
</tbody>
</table>
Total Number of Attendees for 2017–2018 Permit Year 9 Stormwater Outreach Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th># of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-7/2018</td>
<td>Water Quality Camps</td>
<td>133</td>
</tr>
<tr>
<td>8/10/2018</td>
<td>21st Century Water Fun Day</td>
<td>300</td>
</tr>
<tr>
<td>8/25/2018</td>
<td>Nampa Parks and Recreation Pooch Party</td>
<td>1200</td>
</tr>
<tr>
<td>9/26/2018</td>
<td>Stormwater Community Cleanup Day</td>
<td>62</td>
</tr>
<tr>
<td>10/3/2018</td>
<td>Employee Health Fair</td>
<td>200</td>
</tr>
<tr>
<td>2018</td>
<td>3 Library Workshop Events</td>
<td>86</td>
</tr>
<tr>
<td>Total for all events</td>
<td></td>
<td>11,217</td>
</tr>
</tbody>
</table>

Six (6) Minimum Control Measures:

1. Stormwater Public Education and Outreach, and Public Involvement and Participation Program effort continued to educate and engage Nampa’s community:
   a. Continue to sponsor the Nampa School District partnership Memorandum of Understanding.
   b. Environmental Compliance Division website and Facebook page is continually updated, to notify the public of upcoming events and provide opportunities to input or report stormwater related concerns.

2. Illicit Discharge Detection and Elimination (IDDE) Program includes:
   a. IDDE information fact sheets and posters were distributed to target audience including city departments, as well as public education events.
   b. Monitoring the “Report a Spill” page on the Environmental Compliance Division website, and the city installed pet pickup stations throughout the city.
   c. The city inspected outfalls to verify ownership.
   d. Dry weather screening was performed on city owned stormwater outfalls.
   e. Updated the comprehensive storm sewer system map.
   f. Reviewing and updating the industrial inventory of all facilities that discharge directly to the MS4.

3. The Construction Site Runoff Program includes:
   a. Inspection of projects disturbing five (5) acres or greater, as well as projects disturbing an acre or less in size.
   b. Using the prioritization approach developed during previous permit years and inspecting construction sites less than five (5) acres.
   c. Providing a free educational opportunity called “Conceptual Plan Review” for commercial builders, developers, and property owners.
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4. The Post-Construction Stormwater Management Program (PCSWMP) continues to address permit requirements including:
   a. Actively working to update the City of Nampa Engineering Policy manual to clearly delineate roles and responsibilities between heavy and light maintenance for permanent structural control.
   b. Identifying a process to educate owners and developers on long-term operations and maintenance (O&M) via an O&M fact sheet.
   c. Plans to collaboratively work with other city departments to review and incorporate the PCSWMP into existing operations and practices.

5. The Pollution Prevention/Good Housekeeping Program (PPGH) continues to create awareness to prevent or reduce pollutant runoff from municipal operations:
   a. Developed and updated Stormwater Pollution Prevention Plan (SWPPP), and Spill Prevention, Control, and Countermeasure (SPCC) Plan for the Wastewater Treatment Plant. In Year 9, Wastewater, Fleet Services, Street, and Water Divisions continue to implement the SWPPP requirements.
   b. Ongoing training on best practices.
   c. Standard Operational Procedures were developed to address PPGH activities.

6. During Year 9, city staff continued monitoring stormwater at three locations:
   a. Samples were collected during four (4) storm events to include Indian Creek, Mason Creek, and Wilson Drain.
   b. An Annual Stormwater Monitoring Report was developed which provides monthly and annual pollutant loading estimates from samples collected during the ninth permit year.

   • As part of the Stormwater NPDES MS4 permit requirements, the city must submit a Stormwater NPDES MS4 Annual Report to EPA and the Idaho Department of Environmental Quality (IDEQ)

MOVED by Haverfield and SECONDED by Hogaboam to authorize the Public Works Director to sign and submit the 2018 Stormwater Annual Report for National Pollutant Discharge Elimination System Permit for Municipal Separate Storm Sewer System to the United States Environmental Protection Agency. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

❖ (8) Public Hearings ❖

Item #8-1. - Mayor Kling opened a public hearing for a variance of the required interior yard 5-foot side setback to allow a 3-foot interior yard side setback for all lots within Bella Commons
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Subdivision – Phase 2 PUD located in the SE ½ SE ¼ NW ¼ Section 7, T3N, R2W, BM for Chad Olsen DBA Envision 360, Inc.

Chad Olsen, 12790 West Helamark, Boise presented the request.

Mayor and Councilmembers asked questions made comments.

Planner II Douglas Critchfield presented the following staff report explaining that the request is for a variance to City of Nampa Zoning Ordinance Sections 10-10-6 E for all detached single family homes requiring a 5’ side setback, to allow a three (3) foot setback from side property lines for property located at 2121 W Claira Road and 1522 S Pilar Way for Chad Olsen, Envision 260 Inc for the purpose of constructing single-family homes on 35’ wide lots in the Bella Commons Planned Unit Development Ph. 2.

**General Information**

**Status of Applicant:** Owner.  **Existing Zoning:** RD (Two Family [Duplex] Residential).  
**Location:** 2121 W. Claira Rd., 1522 S. Pilar Way, & other parcels within the PUD TBD - North of Flamingo Road and West of N. Cassia St. on that portion S½ of the SE¼ of the NW¼ of Section 17, T.3N., R.2W., B. M., Nampa, Canyon County, ID.  
**Size of Property:** The PUD is 9.05 acres.  
**Surrounding Land Use and Zoning:** North- Residential, RS 6 (Single Family Residential); South- Residential, RA (Single Family Suburban Residential); East- Residential, RA (Single Family Suburban Residential) and RMH (Multi-Family Residential); West- Residential, RS 6 (Single Family Residential).  
**Comprehensive Plan Designation:** Residential Mixed Use.  
**Parcel History:** Ordinance #3725 (August 7, 2007) annexed the parcel into the City of Nampa, zoned it RD (two-family residential) and created a PUD overlay.

**Applicable Regulations**

**10-24-1: [Variance] Purpose:**

The City Council is empowered to grant variances to prevent or to lessen practical development difficulties, unique site circumstances and unnecessary physical, geographical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain bulk or quantifiable regulations prescribed by zoning ordinance.

A variance shall not be considered a right or special privilege but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and b) the variance is not in conflict with the public interest. Hardships must result from special site characteristics relating to the size, shape or dimensions of a site or the location of existing
structures thereon, from geographic, topographic or other physical conditions, or from population densities, street locations or traffic conditions or other unique circumstances.

Variances are not intended to allow something that others do not have a permitted right to do. The purpose of a variance is to provide fair treatment and to see that individuals are not penalized because of site characteristics beyond their control. (Ord. 2140; and Ord. 2978)

10-24-2: Actions:

A. Granting of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, based on application, investigation and evidence submitted, the council concludes the following:
   1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.
   2. There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.
   3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
   4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
   5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

10-10-6: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS: (RD Zone)

Minimum Interior Yard Setback: Minimum property interior (side/rear) yard setbacks shall be not less than five feet (5') wide/deep. Where a utility easement is recorded adjacent to a side property line, there shall be provided a side yard (setback) no less than the width of the easement or five feet (5') whichever is greater. Where a utility easement is recorded adjacent to a rear property line, the rear interior yard (setback) shall be no less than the width of the easement on the development site or five feet (5'), whichever is greater. (Ord. 4282, 9-19-2016)

Special Information

Transportation/Access: The parcel has direct access on Flamingo Ave. via Pilar Way and N Cliffrock Rd. Environmental, Aesthetics/Landscaping: Subdivision landscaping as well as street frontage landscaping on Flamingo Ave as stated in the Development Agreement dated August 6, 2007 will be required. Citizen Input: At the time of the preparation of this staff report,
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no comments were received by property owners or nearby residents either opposing or supporting the requested variance(s).  

**Narrative/Comments**  

To justify a variance request, an applicant must argue successfully to the council that there are aspects of their property that physically, topographically, or, otherwise based on code requirements, puts them at a disadvantage in trying to accomplish what they wish (e.g., develop their land) in comparison to like properties. And where a site is clear of obstructions, easily or already flat graded (i.e., not adversely, topographically affected by a river, a highway or a mountain in the way, etc.), and, is of minimal dimensions per zoning code to be “buildable”, then it is difficult to argue that a hardship is present that is not brought on by the applicant’s proposed design. 

If the city council believes that there is no real topographical hardship associated with a variance application, then the applicant must argue that there is a “unique site circumstance” sufficient to justify their request. In the past, variances have been issued on a case by case basis where a unique situation could be determined to exist. 

The city council must determine if this request qualifies as a unique site circumstance providing the required justification for approval. The city council is at liberty to either approve or deny. Either decision should not be construed as setting precedent, but consistency in the community/neighborhood and between applications is a desirable goal when dealing with the case. 

The owner/applicant seeks to reduce side setbacks to 3’ throughout the Bella Commons PUD Phase 2 in order to build detached single-family residences. The Bella Commons PUD did not specifically grant a variation from the RD zone setback requirements. Historically, PUD’s have permitted variations in setbacks in order to accommodate special circumstances, such as the narrow lot sizes in this PUD. 

*Staff recommends that if the city council votes to approve the variance the approval be based on the required findings of Section 10-24-2 of the Nampa City Code.*  

**Recommended Conditions of Approval**  

Should the City Council vote to approve the requested Variance, staff recommends the following condition be applied: 

1) The applicant shall comply with all applicable requirements as may be imposed by city divisions/departments appropriately involved in the review of this request as the Variance approval shall not have the effect of abrogating requirements from those city divisions/departments.
2) The Applicant shall comply with the requirements stated in the Development Agreement between city and Needs Koch, LLC dated August 6, 2007 “Exhibit D – Conditions of Approval”.

No one appeared in favor of or in opposition to the request.

Councilmembers asked questions and made comments.

The applicant answered question that were asked.

MOVED by Hogaboam and SECONDED by Rodriguez to close the public hearing. Mayor Kling asked all in favor say aye with all Councilmembers present voting AYE. Mayor Kling declared the

MOTION CARRIED

MOVED by Hogaboam and SECONDED by Rodriguez to approve the variance of the required interior yard 5-foot side setback to allow a 3-foot interior yard side setback for all lots within Bella Commons Subdivision – Phase 2 PUD located in the SE ½ SE ¼ NW ¼ Section 7, T3N, R2W, BM for Chad Olsen DBA Envision 360, Inc with staff conditions. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #8-2. - Mayor Kling opened a public hearing for a modification of an annexation and zoning related development agreement (Ord. # 3335 recorded in 2004 as Canyon County Instrument # 200423257) between Lava Springs LLC and the City of Nampa by amending the Recitals Section and certain Commitments and Conditions thereof; also, annulling and rescinding Exhibits B & C [then substituting a new master plan in the stead of Exhibit B]; pertaining to Parcel # R29454 (3905 Southside Blvd.) a 6.85-acre property in a RS6 PUD zoning district at the SW corner of the intersection of E. Locust Lane & Southside Blvd. for Matt Schultz representing Quatro Properties Nampa, Inc.

Matt Schultz, 8421 South Ten Mile presented the request.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for Modification of an Annexation and Zoning [related] Development Agreement (Ord. # 3335 recorded in 2004 as Canyon County Instrument # 200423257) To allow repurposing/conversion of a single commercial building lot (originally approved in association with the Lava Springs PUD [planned unit development]) into a single-family residential development in care and keeping with the balance of the Lava Springs PUD Subdivision development; and, pertaining to land addressed as 3905 Southside Boulevard (a 6.85-acre lot located in the NE ¼ of the NE ¼ of Section 11, T2N, R2W, Boise Meridian, Canyon County, Nampa Idaho at the
southwest corner of the intersection of E. Locust Lane and Southside Boulevard (hereinafter the “Property”) – see attached zoning “Vicinity Map”

**History:** As cited by the Project representative: “The original Annexation, [zoning], and PUD [planned unit development] applications for the overall 102-acre site [Lava Springs PUD] were approved on March 1, 2004 with 266 residential and 1 commercial building lots [sic] (267 lots total) … Lava Springs No. 1 was recorded on June 29, 2007 (46 lots); Lava Springs 2 was recorded on December 11, 2014 (41 lots); Lava Springs 3 was recorded on December 14, 2015 (54 lots); Lava Springs No. 4 was recorded on November 27, 2017 (42 lots); Lava Springs No. 5 was recorded on July 25, 2018 (49 lots). Lava Springs No. 6 is in process with recordation anticipated in June 2019 (18 lots). The total number of residential lots in Lava Springs No. 1 through No., 6 is 250 lots or 17 lots less than approved in 2004.

The original Lava Springs No. 3 had 31 additional residential lots, however, 5.40 acres of the plat was converted to the Legacy Charter School site in 2011.”

**Note(s):** Staff has provided the city council with all the relevant report/packet documentation or visual information available to us at the time this report was generated. We anticipate that the Applicant’s representative(s) may have visual displays of their concept plan for the build-out of the Property at the city council’s public hearing wherein the application associated with this report will be vetted.

Notification of the city council hearing was done in accordance with legal requirements. An environmental impact study (EIS) was not called for in conjunction with the Application package submittal as such is not normal required saved when called for by City Engineering under special circumstances. Any extant street frontage improvements along Locust Lane or Southside Blvd., should the Application be approved, will be required to be emplaced at the time of Project build-out per adopted city policy and practice. No taking of other parties’ property(ies) will be effectuated should the Project develop. In Nampa’s case, street improvements and school construction accompany and follow, respectively, land development.

**Development Agreement Modification**

Criteria to guide the Commission in making a recommendation to council regarding a proposed Development Agreement (DA) Modification, and to subsequently guide the council in deciding/decision whether to allow a Development Agreement Modification, are absent from state statute or city ordinance. Thus, approving -- or not – Development Agreements and proposed modifications/amendments thereto becomes a purely subjective matter/decision on the part of the city in reaction to this DA contract modification application. Development Agreement [contracts] “run with the land”.
Hereafter attached is a copy of Ordinance 3335 (Instrument No. 200423257) which has, as a part thereof, the Development Agreement imbedded therein and referenced by this report.

The process of amending a Development Agreement is a two-step endeavor. Finalization of an amended Agreement would occur prior to the 3rd reading of the ordinance that will/would enact the Development Agreement Modification if the request made the subject of this report is approved.

**Commentary:** An approved Development Agreement associated with an approved, conceptual commercial plan is already assigned to the Original Property as afore-noted [again: Ord. # 3335]. That entitlement [still] “runs with the land”.

Site re-configuring, as proposed by the current Applicant, is understood to contemplate the substitution of single-family detached structures for the afore-noted commercial corner development. A copy of the Agreement is hereto attached to provide an understanding of the Applicant’s intent with respect to the modification(s). Also attached hereafter is a copy of the elevation and other plan view exhibits provided by the Applicant. Thus, the RECITALS, CONDITIONS AND EXHIBITS of the original Agreement will be subjected to change if the application, made the subject of this report, is approved or approved in substantially the form proposed.

**Recommended Condition(s) of Approval**

**As Pertaining to the Development Agreement Modification Request:** Should the Commission vote to recommend to the city council that they approve the Development Agreement Modification request associated with this report, then staff would recommend that the commission consider recommending imposition of the following Condition(s) of Approval on the Project/applicant(s):

1. The Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the city through its council or executive departments or outside agencies properly involved in the review of the Applicant’s request for the Property’s entitlement(s), including insertion of [new] concept plans, Recital language and terms, commitments and conditions therein as requisite…

No one appeared in favor of or in opposition to the request.

Hubert Osborne, 4199 E Switzer Way made comments.

Councilmembers asked questions and made comments.
Applicant made comments.

MOVED by Levi and SECONDED by Bruner to close the public hearing. Mayor Kling asked all in favor say aye with all Councilmembers present voting AYE. Mayor Kling declared the MOTION CARRIED.

MOVED by Hogaboam and SECONDED by Rodriguez to approve the modification of an annexation and zoning related development agreement (Ord. 3335 – Instr. # 200423257) between Lava Springs LLC and the City of Nampa by amending the Recitals Section and certain Commitments and Conditions thereof; also, annulling and rescinding Exhibits B & C [then substituting a new master plan in the stead of Exhibit B]; pertaining to Parcel # R29454 (3905 Southside Blvd.) a 6.85-acre property in a RS6 PUD zoning district at the SW corner of the intersection of E. Locust Lane & Southside Blvd. for Matt Schultz representing Quatro Properties Nampa, Inc. with staff conditions and authorize the City Attorney to draw up the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED.

Item #8-3. - Mayor Kling opened a public hearing for fee increase for Parks, Recreation, Recreation Center, Golf and Cemetery.

Darrin Johnson presented the following staff report explaining that the request is for proposed fee schedule. All Parks and Recreation Division fees are listed in the schedule that include Parks, Recreation Programming, Cemetery, Nampa Recreation Center and Golf. All Parks and Recreation fees are listed for review but not all fees are proposed for an increase.

The Parks and Recreation Department's goal is to have reasonable and competitive fees while allowing for maximum participation. We strive to meet our financial obligations by promoting conservative spending and adjusting the cost of services as appropriate.

Recommended fees are based on professional staff input and determining the objective of each program and service. When determining proposed fees staff evaluate revenue and expenses. In some cases, when setting fees, data from other communities or similar organizations are considered as comparisons. In addition to fees, the Nampa Recreation Center membership policies are attached. The policies guide our staff on the eligibility and management for each membership type.

No one appeared in favor of or in opposition to the request.

Councilmembers asked questions.
MOVEd by Bruner and SECONDED by Rodriguez to close the public hearing. Mayor Kling asked all in favor say aye with all Councilmembers present voting AYE. Mayor Kling declared the

MOTION CARRIED

MOVEd by Bruner and SECONDED by Haverfield to approve the fee increases for the Parks, Recreation, Recreation Center, Golf and Cemetery and authorize the resolution. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

✶ (6) New Business ◆

Item #6-9. – The following Resolution (Implementing Increase of 2.88% for 2019 Irrigation Rates, effective March 1, 2019 as recommended by Board of Appraisers on December 13, 2018) was presented:

Tom Points presented a staff report explaining that in accordance with Idaho Code section 50-1807, the Mayor and City Council are to meet on or before the second Wednesday of February of each year to make an estimate of the necessary funds to maintain the city’s irrigation system and services.

On December 13, 2018, Public Works staff presented to the Board of Appraisers (BOA) the following options relating to an annual irrigation rate increase for 2019*:

- Take no increase.
- ENR¹ (Engineering News-Record) Index increase of 2.88% (average increase from November 1, 2017, thru September 30, 2018) effective March 1, 2019
- Adopt an increase of 4.95%, effective March 1, 2019, with an anticipated additional request of 4.95%, effective March 1, 2020
- Adopt a 10% increase, effective March 1, 2019, to bring forecasted revenues and fund balance to anticipated need

The total revenue of $3,826,050 was received 2018, 97% of what was budgeted. This amount matches the projected revenue with ongoing 4.5% increases (as projected in 2015 Water Utilities Cost of Service Study) equal to that expected in 2020. But it was further reported that utility construction costs are up about 15%.

A motion was made, and seconded, in favor of the ENR Index increase of 2.88% plus 1% for 2019 irrigation rates. The motion passed
Today’s request is to meet statutory requirements by resolution and ensure pass through of any underlying irrigation districts’ changes.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING AN INCREASE IN THE RATES CHARGED BY THE CITY OF NAMPA FOR IRRIGATION WATER AND THE PASS THROUGH OF UNDERLYING IRRIGATION DISTRICTS RATES TO THE CUSTOMERS OF THE CITY OF NAMPA.

MOVED by Bruner and SECONDED by Haverfield to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 3-2019 and directed the clerk to record it as required. 

MOTION CARRIED

Item #6-10. – The following Resolution (Increase of 2.88% for 2019 Domestic and Irrigation Water Miscellaneous Fees, effective March 1, 2019 as recommended by Board of Appraisers on December 13, 2018) was presented:

Tom Points presented a staff report explaining that on December 13, 2018, Public Works staff proposed to the Board of Appraisers (BOA) an increase to 2019 Domestic Water and Irrigation Miscellaneous Fees to slow rate increase projection as follows*:

- ENR1 (Engineering News-Record) increase of 2.88% (average increase from November 1, 2107, through September 30, 2018)

A motion was made, and seconded, by the BOA in favor of the ENR Index increase of 2.88% for 2019 Domestic Water and Irrigation Miscellaneous Fees.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING AN INCREASE IN THE MISCELLANEOUS FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER AND IRRIGATION.

MOVED by Bruner and SECONDED by Haverfield to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 4-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #6-11. – The following Resolution (Implementing Increase of 2.88% for 2019 Irrigation Hookup Fees, effective March 1, 2019 (as recommended by Board of Appraisers on December 13, 2018) was presented:
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Tom Points presented a staff report explaining that the On December 13, 2018, Public Works staff proposed to the Board of Appraisers (BOA) the following increase to 2019 Irrigation Water Hookup Fees*:

- ENR¹ (Engineering News-Record) increase of 2.88% (average increase from November 1, 2107, through September 30, 2018)

A motion was made, and seconded, by the BOA in favor of the ENR Index increase of 2.88% for 2019 Irrigation Water Hookup Fees. The motion passed.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING AN INCREASE IN FEES CHARGED BY THE CITY OF NAMPA FOR IRRIGATION WATER HOOKUP FEES.

MOVED by Bruner and SECONDED by Haverfield to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 5-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #6-12. – The following Resolution (Implementing Changes in the Services Rates and Fees Outlined in the Equivalent Dwelling Unit (EDU) and Strength Class Guide for Wastewater and Water User Classifications, effective March 1, 2019 as recommended by Board of Appraisers on December 13, 2018) was presented:

Tom Points presented a staff report explaining that based upon usage studies, on December 13, 2018, Public Works staff presented to the Board of Appraisers (BOA)* the following proposed changes to services rates and fees outlined in the Equivalent Dwelling Unit (EDU) and Strength Class Guide for Wastewater and Water User Classifications:

- Bars (without dining facilities)
- Beauty Salons

In addition, staff recommended adding single family dwellings to the EDU guide.

A motion was made, and seconded, by the BOA to adopt proposed changes. The motion passed.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE SERVICE RATES AND FEES CHARGED BY THE CITY OF NAMPA OUTLINED IN THE CITY OF NAMPA EDU (EQUIVALENT DWELLING UNIT) AND STRENGTH CLASS GUIDE USED TO DETERMINE USER CLASSIFICATION FOR WASTEWATER AND WATER SERVICES.
Regular Council  
January 7, 2019

MOVED by Haverfield and SECONDED by Hogaboam to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 6-2019 and directed the clerk to record it as required.  
MOTION CARRIED

Item #6-13. – The following Resolution was presented:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR CEMETERY, GOLF, NAMPA RECREATION CENTER, NAMPA RECREATION DEPARTMENT AND PARKS SERVICES.

MOVED by Levi and SECONDED by Rodriguez to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 7-2019 and directed the clerk to record it as required.  
MOTION CARRIED

❖ (7) Executive Session ❖

Item #7-1- Mayor Kling presented a request to adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

MOVED by Hogaboam and SECONDED by Rodriguez to adjourn into executive session at 8:41 p.m. pursuant to Idaho Code 74-206 (1) (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The Mayor asked for a roll call vote with all councilmembers present voting YES. The Mayor declared the  
MOTION CARRIED

MOVED by Haverfield and SECONDED by Rodriguez to conclude the executive session at 9:02 p.m. during which discussion was held regarding Idaho Code 74-206 (1) (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the  
MOTION CARRIED

MOVED by Haverfield and SECONDED by Rodriguez to adjourn the meeting at 9:03 p.m. The Mayor declared the  
MOTION CARRIED
Regular Council
January 7, 2019

Passed this 22nd day of January 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK
NAMPA PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
TUESDAY, JANUARY 8, 2019, 6:30 P.M.

Members: Lance McGrath - Chairman
          Adam Hutchings
          Steve Kehoe
          Jeff Kirkman
          Harold Kropp
          Bret Miller

          Peggy Sellman
          Ron Van Auker, Jr
          Norm Holm, Director
          Doug Critchfield – Planner II
          Daniel Badger – City Engineer

Absent: Matthew Garner

Chairman McGrath called the meeting to order at 6:45 p.m.

Announcements: Holm advised the next Comprehensive Plan meeting was scheduled for January 24th at the Nampa Civic Center.

Approval of Minutes: Sellman motioned and Van Auker, Jr seconded to approve the Minutes of the December 11, 2018 Planning and Zoning Commission. Motion carried.

- Holm stated the City Council meeting was held last night, January 7, 2019. Items approved were: 1) The public hearing for a Variance to allow 3 ft side setbacks for lots in Bella Commons P-U-D Phase 2, for Chad Olsen; and, 2) Modification of Annexation and Zoning Development Agreement for 3905 Southside Blvd/Lava Springs Subdivision, for Peak Subdivision, a residential subdivision in place of the original BC zoning.

Chairman McGrath proceeded to the business items on the agenda.

Business Item No. 1:
Subdivision Final Plat Approval for Eagle Stream Subdivision No. 4 on the south side of W Flamingo Ave, west of N Middleton Rd, in the RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district. (A parcel of land located in the SE ¼ of Section 18 T3N R2W BM – 36 buildable lots on 9.12 acres, 3.9 lots per gross acre), for Eagle Stream Properties, LLC (SPF-00076-2018). ACTION ITEM.

Planner II Critchfield:
- The proposed Eagle Stream Subdivision No. 4, comprised 36 buildable lots and 4 common lots on 9.12 acres, located south of W Flamingo Ave and west of Middleton Rd, within an RS-6 zoning designation.
- Critchfield noted staff had reviewed the plat and found the development would be in substantial conformance, within acceptable limits, to the approved Preliminary Plat for the Eagle Stream Subdivision and with the relevant RS-6 zoning standards.
- Staff, added Critchfield recommended approval for the proposed subdivision, subject to all recommended conditions.

Kropp motioned and Sellman seconded to recommend to City Council approval of the Final Plat for Eagle Stream Subdivision No. 4, subject to:
1. Generally, Applicant/Development shall:
   Comply with all City department/division or outside agency requirements pertinent to the matter. This is to include any extant but applicable conditions from prior approvals for this
Planner II Critchfield:
- The proposed final plat for Meadowcrest Subdivision No. 2, advised Critchfield, comprising 9.51 acres for 39 buildable lots and 2 common lots, located in an RS-6 zoning district at the northeast corner of Lake Lowell Ave and S Middleton Rd.
- According to Critchfield, staff had reviewed the plat and found the development would be in substantial conformance, within acceptable limits, to the approved Preliminary Plat for Meadowcrest Subdivision and in compliance with the relevant RS-6 zoning standards.
- Staff, added Critchfield recommended approval for the proposed subdivision, subject to all recommended conditions.

Van Auker, Jr motioned and Sellman seconded to recommend to City Council approval of the Meadowcrest Subdivision No. 2 Final Plat, subject to:

1. Generally, Applicant/Development shall:
   - Comply with all City department/division or outside agency requirements pertinent to the matter. This is to include any extant but applicable conditions from prior approvals for this subdivision as iterated in correspondence on file with the City pertaining to the approved Preliminary Plat of for Meadowcrest Subdivision.
   - More specifically, compliance with requirements/conditions listed in the following item(s) of correspondence (unless waived and/or later amended by the Agency providing the comments.
     a) Compliance with the requirements listed in the December 4, 2018 memorandum from the Nampa and Meridian Irrigation District authored by David T Duvall.
     b) Compliance with the requirements listed in the December 20, 2018 letter from the Idaho Transportation Department authored by Sarah Arjona.
     c) Compliance with the requirement(s) listed in the December 26, 2018 memorandum from the Nampa Engineering Division, GIS Section, authored by Alex Main.
     d) Compliance with the requirement(s) listed in the December 31, 2018 memorandum from the Nampa Engineering Division authored by Daniel Badger.
2. Correct any spelling, grammar and punctuation and numbering errors that may be evident on the plat face and/or in the proposed Project plat development notes.

Motion carried.

Chairman McGrath proceeded to the public hearing items on the agenda at 7:00 p.m.

Public Hearing No. 1:
Conditional Use Permit for a Home Occupation Day Care for up to 12 children in an RS-6 (Single Family Residential – 6000 sq ft) zoning district at 1023 E Sheridan Ave. (A .10 acre or 4,300 sq ft parcel being the east 86 ft of Lot 1, Block 12, Kurtz Addition, and a portion of the SE ¼ Section 27 T3N R2W BM) for Mary Luna (CUP-00121-2018. ACTION ITEM continued from 10/23/2018 P and Z meeting.

Chairman McGrath proceeded to public hearing.

Mary Luna of 1023 E Sheridan Ave, Nampa – the applicant:
- Ms Luna stated she had just renewed her lease for another year for 1023 E Sheridan Ave and was now requesting another month or two to make arrangements for the requirement to widen the door.
- According to Ms Luna, now that she had made the decision to stay at the 1023 E Sheridan location, she wanted to pursue the Home Occupation for up to 12 children, but still needed time to accomplish the Fire Department requirement of widening the second egress door.
- At the present time, continued Ms Luna, she was only caring for four children and was not required to comply with the door widening.
- According to Ms Luna, she wanted to proceed with the C-U-P for up to 12 children in case she had more children to care for in the future.
- Ms Luna requested the Conditional Use Permit public hearing be continued for a month or two to allow her time to arrange for widening of the egress door.
• Mr Brown stated the applicants had built the proposed type of project in Utah and Texas, and more recently in Meridian.
• It was a very high quality product, emphasized Mr Brown, that would provide for different users.
• Kehoe inquired if the snow would be shoveled in the green areas between the buildings and Mr Brown replied the Association would be handling that, as well as making sure the residents would be using their garages to park their cars and not as a storage unit.
• Mr Brown explained they would all be market rate rental units and not subsidized housing.

Planning Director Holm:
• Holm explained the three part request for the proposed development: 1) Modification of the Development Agreement originally approved for commercial type uses. The applicants are retaining the two front lots for commercial use but the balance of the land would be converted to apartment use; 2) The Conditional Use Permit for apartments in the GB-2 zoning district; and, 3) To facilitate the Preliminary Plat for Laguna Farms Subdivision.
• Holm reviewed the Staff Report, with the conclusions of law, the findings, and recommended conditions of approval.
• According to Holm, there would be 312 living units, and noted the overall density did conform to the GB-2 density allowance.
• Holm indicated the recommended conditions of approval for the three applications.
• Holm advised they had received no communication from surrounding property owners or residents.
• The property being located next to the college, continued Holm, would be available for occupation by students.

Chairman McGrath proceeded to public testimony.

Eric Fondgren of 16760 Idaho Center Blvd, Nampa – in favor:
• Mr Fondgren stated he was completely in favor of the proposed development and noted it was similar to what he planned to do with his property, but on a larger scale.
• Mr Fondgren stated his only concern was the access on to Idaho Center Blvd.
• That road tapers off, continued Mr Fondgren.
• The developers for the project on the west side of Idaho Center Blvd, added Mr Fondgren, had just put in pressurized sewer for the subdivision going in on the north side of Cherry Ln.
• With the development currently before the Commission, stated Mr Fondgren, the road would be torn up again next year to put in gravity feed.
• According to Mr Fondgren, he did have a concern regarding 312 front doors in the proposed development going in through one access road. Currently, stated Mr Fondgren, the road is backed up from the stop sign all the way past Birch Ln, and questioned if there were any plans to widen Idaho Center Blvd.
• Mr Fondgren stated he would like as much information as possible on when and where the water lines, sewer lines, gas and electric would be going in.

Kent Brown:
• Mr Brown noted with a project of the proposed size they were required to perform a Traffic Impact Study – which does have requirements for the development.

City Engineer Badger:
• Badger stated the Traffic Impact Study for the proposed Laguna Farms Subdivision identifies that under current conditions the intersection at Cherry Ln and Idaho Center Blvd functions at an acceptable level of service for the City. However, it does show the intersection needs improvement by 2025 – which was in the works under the Draft Transportation Master Plan – as an intersection identified for signalization within that timeframe, therefore, the City would likely be undertaking that by 2022.
• Badger indicated the requirement for the Laguna Farms Development in the Traffic Impact Study, that they have a left turn lane into the site and therefore they will be required to do some widening on the roadway. Time wise, stated Badger, they will likely not end up doing full frontage improvements on Idaho Center Blvd, based on the proposed changes with the Impact Fees - where the developers will no longer be required to do full widening but just the turn lanes required based on the Traffic Impact Study.
review of the Applicant’s request for the Property’s entitlement(s), including insertion of concept plans therein.
Motion carried.

Conditional Use Permit:
Kirkman motioned and Kehoe seconded to approve the Conditional Use Permit for 78 Four-Unit Townhomes in 7 four-plex, 10 eight-plex, and 11 twelve plex style buildings for property located on 24.53 acres at 1652 Idaho Center Blvd, Parcel R3041700000, within a GB-2 (Gateway Business 2) zoning district in Government Lot 1 and the NW ¼ of Section 7 T3N R1W BM, for Kent Brown representing FIG Laguna Farms, LLC, subject to:
1. Owner/Operator/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building, Planning and Zoning (including Design Review) and Engineering Departments, etc), as the C-U-P approval does not and shall not have the effect of abrogating requirements from those agencies.
Motion carried.

Laguna Farms Preliminary Plat:
Kirkman motioned and Kropp seconded to approve the Preliminary Plat for Laguna Farms Subdivision (2 Commercial Lots and 78 Four-Unit townhomes, in 7 four-plex, 19 eight-plex, and 11 twelve-plex style buildings, for a total of 312 dwelling units on 22.53 acres for 13.8 dwelling units per gross acre), pertaining to Parcel R3041700000 (1652 Idaho Center Blvd), on 24.53 acres in a GB-2 zoning district in Government Lot 1 in the NW ¼ of Section 7 T3N R1W BM, for Kent Brown representing FIG Laguna Farms, LLC, subject to:
1. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter including, specifically the following:
   a) Those listed in the January 8, 2018 memorandum from the Nampa Engineering Division authored by Daniel Badger
   b) Those listed in the December 3, 2018 letter from the Nampa and Meridian Irrigation District authored by David Duvall.
2. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the Development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the Development in accordance with Fire Department policy or International Fire Code requirements as applicable.
3. Developers’ engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in/on a/the Final Plat that may be submitted to the City following approval of a/the Laguna Farms Subdivision Preliminary Plat.
4. Any exceptions to City adopted subdivision design standards shall/will require separate design (exception) approval from the City Council.
Motion carried.

Public Hearing No. 3:
Conditional Use Permit for a New Duplex in an RS-6 (Single Family Residential -6000 sq ft lot size) zoning district at 1130 Rosenlof Ave. (A 9,624 sq ft portion of Lot 1, Amended in Plat of Rosenlof Addition to Nampa, Book 1A, 15½, being in the NW ¼ of Section 23 T3N R2W BM) for Maria Anna Molina Lopez (CUP-00125-2018). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Maria Anna Lopez of 407 Stampede Ln, Nampa – the applicant:
- Ms Lopez stated she would like to build a duplex at 1130 Rosenlof Ave.
- Ms Lopez indicated the proposed floor plan and building elevations for the duplex.
- Each side, added Ms Lopez, would have 3 bedrooms, 2 bathrooms and a garage.
• Mr Wetzel replied there were three buildings on the subject property, two Quonset huts and one shop.
• According to Mr Wetzel, he had not seen any issues, and a friend of his storing boats in a nearby building had no problems with homeless people.
• The building he would be occupying, added Mr Wetzel, was a metal building with a big padlock.

Planning Director Holm:
• Holm noted the proposed use would be eligible for the subject location with Conditional Use Permit approval.
• Holm advised that rather than auto repair, the applicant would be performing vehicle alignment and suspension repair. The property would not be a full time shop open to the public added Holm.
• No communications, reported Holm, had been received from surrounding property owners or residents.
• Holm reviewed the Staff Report and recommended conditions of approval.
• Holm indicated the Engineering Division Memorandum dated December 20, 2018, regarding connection to City utilities and frontage improvements for curb, gutter and sidewalk.

Chairman McGrath proceeded to public testimony.
No public comment forthcoming.

Kehoe motioned and Sellman seconded to close public hearing. Motion carried.

Kirkman motioned and Kehoe seconded to approve the Conditional Use Permit for a Vehicle Alignment and Suspension Repair Shop at 104 6th Avenue South (Parcel R1334900000), Lot 20, Block 25 Nampa Original Townsite, in the SW ¼ of Section 22 T3N R2W BM, in the DV (Downtown Village) zoning district for Michael Wetzel, dba Alignment Specialists Northwest, LLC, subject to:
1. All requirements of the Nampa Planning, Building, Engineering, and Fire Departments as well as State, or Federal agencies regarding use of the property for a vehicle alignment and suspension repair shop shall be satisfied prior to occupancy.
2. At the time of permit application, owner will pay the standard utility connection fees, if applicable.
3. Applicant will be required to do frontage improvements, including but not limited to, curb, gutter and sidewalk.
4. The change of use may require approval and issuance of a Building Permit and compliance with applicable Fire and Building Code requirements pertaining to a vehicle alignment and suspension repair shop.
5. The Conditional Use Permit shall be issued only for a vehicle alignment and suspension repair shop. No outside impoundment of vehicles or salvage activities beyond those outlined in the definition of automobile repair in Section 10-1-2 will be allowed. All repairs shall be conducted in the building.
6. The outdoor parking and yard area adjacent the shop shall be maintained free of oil and debris and otherwise maintained in a neat and orderly manner. Any vehicle fluids shall be disposed of at an approved dump site and not on the property.
7. The property shall be continuously maintained in conformance with weed and nuisance Ordinance provisions.
8. The Conditional Use Permit is granted only to the property for the duration of the use and shall not be transferable to any other location.
Motion carried.

Meeting adjourned at 8:11 p.m.

Norman L Holm, Planning Director

Nampa Planning and Zoning Commission Meeting – January 8, 2019
Page 9
# Bank Accounts

**City of Nampa**  
**Bank Accounts**  
**For month Ended December 2018**

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<tr>
<th>Bank</th>
<th>Acct No</th>
<th>Ending Bank Balance</th>
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**Idaho Center Accounts:**

| Wells Fargo - ICTickets Trust Account          | 6317317052   | 2,702,390.54        |
| Wells Fargo - Idaho Center Operations         | 8020157411   | 78,694.01           |
| Wells Fargo - Id Ctr ATM Bank Account         | 1010602561   | 5,880.72            |
| Wells Fargo - Event Trust Account (Account Closed 11/21/18) | 81139404 | -                   |

**Civic Center Accounts:**

| Wells Fargo - Civic Center Event Account       | 7429746337   | -                   |
| Wells Fargo - Civic Center Operations         | 7429746329   | 124,744.61          |
| Wells Fargo - Civic Center Trust Account      | 4196341531   | 64,806.02           |

**City Investment Accounts**

| LGIP 3517-DEQ                                  | 3517         | -                   |
| LGIP 3223-LID 148                              | 3223         | 38,420.20           |
| LGIP 2156-Pooled Cash                          | 2156         | 9,418,534.38        |
| US Bank Custody Account                        | 1050988133   | 46,283,540.38       |
| City of Nampa Municipal LID's                 | -            | 383,049.51          |
| Edward Jones Medical Welfare Benefit Plan      | 834-19993-1-9 | 2,197,463.53        |

**Grand Total Cash**  
$75,565,625.55
Authorize Purchase and Replacement of Vehicle Lift for Fleet Services Division
(Budget Transfer from Approved Fiscal Year 2019 Project)

- A Fleet Services Division technician noticed one of the safety catch locking arms on an above ground vehicle hoist was not engaging. Upon further inspection it was determined the lift arm carriage was bent, not allowing for proper safety catch engagement

- Fleet staff contacted a third-party inspector for further diagnosis. The inspector confirmed that the lift arm carriage was damaged and in need of replacement. Staff was also informed the carriage for the lift was no longer manufactured nor available

- The damaged lift has been “red tagged” and locked out

- The lifting arm carriage is the primary load bearing component of an above ground lift

- The safety catch ensures that the lift arms remain as placed, thereby ensuring the vehicle does not fall off the hoist when lifted

- Repair components for current lift are not available

- Estimated cost to install a new vehicle lift is $7,330.00

- Fleet Services’ fiscal year 2019 budget was approved to fund $35,000 for network and plumbing improvements to the lube bay. However, a transfer in the budget is needed to replace this equipment

REQUEST: Authorize a portion of fiscal year 2019 Fleet Services Division budget, currently allocated for lube bay improvements, be utilized for the purchase and replacement of a new vehicle lift.
Street Division Snow Removal Update

Street Division crews continue winter maintenance activities by applying Magnesium Chloride (MgCl2), salt and/or brine. The following highlights labor hours and material expenditures:

**FISCAL YEAR 2019 TOTALS**

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**Snow/Water Event No. 5**  
*Report for January 15, 2019*

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**Snow/Water Event No. 4**  
*Report for January 7, 2019*

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**Report for December 26-27, 2018**

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**Report for December 10, 2018**

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### Snow/Water Event No. 1
**Report for November 30 - December 3, 2018**

<table>
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<td>26</td>
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</tbody>
</table>

### Fiscal Year 2018 Multi-Sector General Permit for Nampa Municipal Airport

- In 2009, the Nampa Municipal Airport (Airport) was issued an Environmental Protection Agency (EPA) Multi-Sector General Permit (MSGP) to ensure compliance with the provisions of the Clean Water Act and achieve the Lower Boise River Total Maximum Daily Load (TMDL) capacity requirements. The Airport stormwater discharge is associated with industrial activity and is authorized to discharge to waters of the United States (Mason Creek).

- The Airport’s Stormwater Monitoring Program, managed and executed by the Environmental Compliance Division (ECD), consists of:
  - Quarterly Visual Assessments (QVA)
  - Annual Impaired Waters Monitoring
  - Benchmark Monitoring
The Airport is required to conduct stormwater monitoring for three (3) constituents: Total Phosphorus (TP), Total Suspended Solids (TSS), and E. coli.

The fiscal year 2018 MSGP annual report is ready for submittal to EPA, ahead of the January 31, 2019, deadline. Due to the federal government shutdown, the EPA submittal process is not working. Staff have contacted EPA and are waiting for a response on how to proceed.

**Fiscal Year 2019 Transportation Funding Plan**

- The future of Nampa’s transportation system is at a critical juncture with an estimated $17 million-dollar annual deficit for transportation funding.
- Recent community surveys reveal the top priority for citizens is transportation and public safety.
- Public Works prepared a plan to address transportation needs (see Exhibit A). This plan provides a roadmap to fund transportation improvements which will reduce congestion, improve maintenance, enhance safety and contribute to the economic prosperity of the City.
- The goals of the plan are to:
  - **Improve Safety, System Reliability, and Economic Vitality by Funding the Transportation Capital Improvement Plan (CIP) in 10 to 15 Years:** This plan will fund the priority capital projects identified in the Draft 2019 Transportation Masterplan that will widen lanes, expand intersections and enhance safety. The improvements will support a Level of Service (LOS) D on major roadways and intersections (LOS A = No Congestion; LOS F = Gridlock). If no action is taken, the City’s major intersections will deteriorate to a LOS F by 2035, impacting congestion, freight, and public safety.
  - **Improve Overall Roadway Condition by Funding the Pavement Management Program in 10 to 15 Years:** This plan is a first step in improving the overall pavement condition of City streets. The average state of Nampa’s asphalt streets will be in a failed condition by 2030 if no funding changes are made. Funding the Pavement Management Program will apply lower cost maintenance treatments to extend the usable life of roadways and make the best use of limited maintenance and repair resources.
- The plan is designed to:
  - **Provide Hope:** The plan is attainable and can be accomplished within 10 to 15 years without depleting resources for other critical City needs.
  - **Be Equitable:** Multiple funding options are proposed; sharing responsibility amongst all those using the system.
  - **Be Incremental:** Funding increases will be steady and affordable over a 10 to 15-year period, minimizing impacts to taxpayers. Once funding levels are achieved, smaller increases will commence to maintain the system.
Advancing Nampa’s Transportation System

2019 Funding Plan

City of Nampa Public Works Department
Tom Points, P.E., Public Works Director
Jeff Barnes, P.E., Deputy Public Works Director (Transportation)
Clair Bowman, Senior Transportation Planner

January 2019
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2  Nampa’s Transportation System........................................................................................................... 3
3  System Needs........................................................................................................................................ 4
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1 GOALS

The future of Nampa’s transportation system is at a critical juncture with an estimated $17 million-dollar annual deficit for transportation funding. Recent community surveys reveal the top priority for citizens is transportation and public safety. This plan provides a roadmap to fund transportation improvements which will reduce congestion, improve maintenance, enhance safety and contribute to the economic prosperity of our City. The goals of this plan are to:

1. Improve Safety, System Reliability and Economic Vitality by Funding the Transportation Capital Improvement Plan (CIP) in 10-15 Years: This plan will fund the priority capital projects identified in the Draft 2019 Transportation Master Plan that will widen lanes, expand intersections and enhance safety. The improvements will support a Level of Service (LOS) D on major roadways and intersections (LOS A—no congestion, LOS F—gridlock). If no action is taken, the City’s major intersections will deteriorate to a LOS of F by 2035, impacting congestion, freight and public safety.

2. Improve Overall Roadway Condition by Funding the Pavement Management Program in 10-15 Years: This plan is a first step in improving the overall pavement condition of City streets. The average state of Nampa’s asphalt streets will be in a failed condition by 2030 if no funding changes are made. Funding the Pavement Management Program will apply lower cost maintenance treatments to extend the usable life of roadways and make the best use of limited maintenance and repair resources.

THIS PLAN IS DESIGNED TO:

*Provide Hope*—The plan is attainable and can be accomplished within 10-15 years without depleting resources for other critical City needs.

*Be Equitable*—Multiple funding options are proposed, sharing responsibility amongst all those using the system.

*Be Incremental*—Funding increases will be steady and affordable over a 10-15 year period, minimizing impacts to taxpayers. Once funding levels are achieved, smaller increases will commence to maintain the system.

2 NAMPA’S TRANSPORTATION SYSTEM

The City of Nampa owns and operates a $1.4 billion-dollar integrated transportation network made up of roads, bridges, traffic signals, stormwater utilities and street lights including:

- 800 lane miles of asphalt roadway
- 39 major bridges
- 228 minor bridges/curb
- 67 traffic signals
- 4 roundabout intersections
- 38 pedestrian signals
- 26 miles of paved pathways
- 5,000 street lights
- 500 miles of stormwater pipe
- 6,500 stormwater structures
- 20,000 pedestrian ramps
- 1,300 miles of curb and gutter
- 10 miles of guardrails
- 20,000 street signs
BEYOND THE ROADS — WHAT IT TAKES TO KEEP THE SYSTEM OPEN AND OPERATING

- Streets Staff (27 permanent; 6 temporary)
- Engineering staff & Consulting Engineers
- Chip seal, patching & crack seal operations
- Pavement striping operation
- Stormwater repair/vactor trucks
- Snow plows
- Temporary traffic control
- Signalized intersection operations
- Maintenance yards
- Sand, salt and gravel stockpiles

3 SYSTEM NEEDS

Since the year 2000, Nampa’s population has almost doubled from 51,867 to 98,370. During that time, Nampa’s transportation funding has increased by less than 10%.

3.1 TRAFFIC DELAY /CONGESTION

Roadway traffic or congestion is determined using a Level of Service (LOS) ranking system from A to F. LOS A equals no congestion, LOS F equals gridlock. Currently Nampa’s system is rated at a LOS D.

Nampa’s only major source of funding to address traffic delay and congestion is federal and state grants. Grant funding fluctuates, is subject to intense state-wide competition and only meets a portion of the City’s need. If no new funding dollars are added, Nampa’s major roadways and intersections will deteriorate to a LOS F (gridlock) by 2035.

Since the year 2000, Nampa’s population has almost doubled from 51,867 to 98,370. During that time, Nampa’s transportation funding has increased by less than 10%.
3.2 **DETERIORATING PAVEMENT CONDITIONS**

The goal of the City’s Pavement Management Program is to extend the life of infrastructure through strategic planning and maintenance. The City evaluates the condition of every mile of roadway using a Pavement Condition Index (PCI) rating system (zero-failed to 100-excellent). The average condition of Nampa’s streets is continuing to deteriorate under current funding levels. Approximately ¼ of Nampa’s streets are in a failed condition (PCI <44). In addition, ¾ of the City’s streets are not receiving major maintenance.

*Figure 3.2.1 Pavement Condition Index (PCI) Examples*

![Failed < 44 PCI](image)
![Poor-Fair 45-74 PCI](image)
![Satisfactory- Good 75-100 PCI](image)

This funding plan is another step toward improving the overall pavement condition in Nampa. The goal is to maintain the average PCI in the City to a fair condition. Funding the Pavement Management Program will apply lower cost maintenance treatments to extend the usable life of roadways and make the best use of limited maintenance and repair resources. If no action is taken, the average condition of Nampa’s pavement will be failed by 2030 (see Figure 3.2.2 below)

*Figure 3.2.2 Pavement Deterioration Forecast by Pavement Condition Index (PCI)*

If no funding action is taken, the average condition of Nampa’s pavement will be failed by 2030.
3.3 **Funding Gap**

The 2019 Transportation Master Plan identified an estimated $17 million-dollar annual funding gap to address current needs. Table 3.1 identifies current funding amounts and sources (totaling $13 million) and the additional $17 million needed for capital and maintenance needs.

*Table 3.3.1 Current Funding Summary*

3.4 **Current or Potential Funding Sources**

Funding transportation system expansion and maintenance is one of the most difficult processes in which many public agencies engage. Multiple funding options are considered in the plan including:

- **Nampa Property Taxes**—Nampa receives approximately $1.8 million annually in property tax for streets to cover operations and maintenance.

- **Nampa Property Taxes Back from Highway Districts**—By state statute, Nampa residents pay property tax to Nampa Highway District #1 (NHD1) and ½ of those funds go back to the City. Nampa receives approximately $2.4 million annually in highway tax dollars distributed through NHD1.

- **State & Federal Grants**—When approved, typically pays for 93% of a project’s costs. Average grant allocation is approximately $3 million per year.
• **Franchise Fees**—Paid by utilities for the use of Nampa’s street infrastructure. The City currently receives approximately $1.7m per year, but no allocation goes toward streets funding.

• **Trash Fees**—Paid by provider for the use of Nampa’s Streets. Currently all $1.3 million per year is allocated to streets/traffic.

• **Impact Fees**—Paid by developers to fund capital expansion due to growth. Currently streets receives approximately $380,000 per year. Impact Fee increases are proposed in FY19.

• **Vehicle Registration Fees**—$25 per motor vehicle registered in Nampa would yield nearly $2.5 million annually. Requires approval by a county-wide majority vote (50% + 1) and fund distribution agreement between all agencies in Canyon County.

• **General Obligation (GO) Bond**—$20 million GO bond is paid off in 2024 resulting in up to $2.5 million per year in available revenue (after 2024). Nampa citizens would not see a property tax increase if dollars are reallocated to streets.

• **Idaho Gas Tax**—Increase requires support from the Idaho Legislature.

• **Local Option Tax**—Requires enabling legislation by Idaho Legislature.

• **Stormwater Utility**—All stormwater facilities are part of Nampa transportation/streets infrastructure. Currently there is no funding mechanism to maintain the stormwater system.

• **Staff Efficiency Savings**—Within five years, Engineering proposes to complete 20% of design, 60% of construction inspection and 30% of public involvement in-house saving up to $200,000 to $400,000 annually. This will be reallocated to fund street construction projects.

• **Idaho Power Savings:** Idaho Power is converting all street lights to LED style, which use about ½ the power or up to $150,000 per year. This will be reallocated to fund street construction projects.
4 TRANSPORTATION FUNDING PLAN

City staff developed a plan to fund transportation needs in 10-15 years. The plan is conservative, incremental and affordable. The plan considers the impacts to property owners and does not exhaust City resources, understanding impacts to tax payers and other critical citywide needs.

4.1 SCHEDULE

<table>
<thead>
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<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
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<tbody>
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<td>Vehicle Registration Fees, GO Bond Reallocation</td>
<td>Stormwater Utility</td>
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<tr>
<td>2019-2020</td>
<td>2021-2024</td>
<td>2024-2025</td>
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</tbody>
</table>

4.2 STEADY STATE FUNDING PLAN—TO BRIDGE THE FUNDING GAP

1. Development Impact Fee Increase (2019)
   - The Impact Fee Committee proposed increasing fees to cover a portion of the 10-year Capital Improvement Plan (CIP). Fees for a new single-family residence will increase from $380 today to $2,841 for the streets portion of the fees.
   - City Council will vote on the increase in February of 2019.
   - Revenue increase is approximately $4 million per year or $40 million over ten years.

2. 1% Property Tax Increase/Adjustment (2019-2029)
   - Much like an employee’s cost of living increase, the City is allowed by state statute to request up to a 3% property tax increase per year to account for the higher cost of doing business. The aggregate total dollars collected from all property taxes can only rise by 3 percent each year.
   - This plan requests 1% (1/3rd) of the available 3% to be allocated toward the plan for up to a 10-year period.
   - Increase is approximately $350,000 per year or $10.50 per household, building on the prior year’s increase.

3. Local Option Vehicle Registration Fees (2021)
   - Requires approval by a county-wide majority vote and agreement between highway districts and cities.
   - Proposed $25 per motor vehicle registered in Nampa would yield nearly $2.5 Million annually.

4. GO Bond Reallocation (2025)
   - The Current $20 million General Obligation (GO) Bond will be paid off in 2024 freeing up $2.5 million annually.
   - The plan assumes $500,000 of the available $2.5 million will be reallocated toward transportation starting in 2025.
5. **State & Federal Grants**—Continue to aggressively pursue all transportation grant funding available toward a $3 million per year goal.

6. **Stormwater Utility (Optional 2025)**
   - A stormwater utility was started in 2012 that would have resulted in $1.3 million per year in revenue. The utility was cancelled by Council soon after authorization.
   - The plan proposes to revisit the stormwater utility and estimates $1 million per year in revenue.

7. **Staff Efficiency Savings (On Going)**
   - Savings from Engineering completing 20% of design, 60% of construction inspection and 30% of public involvement in-house is estimated at $200,000 to $400,000 per year.

8. **Maintenance Efficiency Savings (On Going)**
   - If a road is not maintained it will crumble and require high replacement costs. The only cost-effective alternative to letting a road crumble is to have a regularly scheduled maintenance and preservation program.
   - Executing the Pavement Management Program will reduce overall maintenance costs by at least 2% or $200,000 per year which will be reallocated to other transportation needs.

---

Figure 5.1.1 Funding Plan-Revenue Sources to Bridge Funding Gap
ORDINANCE NO. 4412

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING THAT CERTAIN ALLEY RIGHT-OF-WAY LOCATED WITHIN THE NAMPA INDUSTRIAL CORPORATION FIRST ADDITION SUBDIVISION, RUNNING NORTH OFF INDUSTRIAL ROAD; DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED by the Mayor and City Council of the City of Nampa, County of Canyon, State of Idaho:

Section 1: That the following described alley right-of-way, running north off Industrial Road, between Lot 1, on the west, and Lots 6, 7, and 8, of Block 4 of the Nampa Industrial Corporation First Addition on the east, and the Phyllis Canal and Parcel R3118801000 to the north, in Nampa, Canyon County, Idaho, comprising approximately 0.683 acres, more or less, and more particularly described as follows:

See Exhibit “A,” attached hereto and made a part hereof by this reference.

be and hereby is, vacated, as of the effective date of this ordinance, and that pursuant to Idaho Code § 50-311, the Nampa City Council finds it to be in the best interests of the adjoining properties that ownership in the vacated right-of-way described in Exhibit “A” revert to the owners of the adjacent parcels of real property, as more fully set forth in Section 2, below, SUBJECT TO the reservation of an easement to the City of Nampa, Idaho, for all public utilities, including but not limited to electrical facilities operated by Idaho Power, over the entirety of said described parcel, preserving the right to continue to operate, maintain, repair, replace, or otherwise modify or add to facilities existing or hereinafter placed within the easement, including the right of ingress and egress thereto.

Section 2: Ownership in portions of the vacated right-of-way described in Exhibit “A,” above, shall be as follows:

(a) Ownership in that certain northeasterly portion of the vacated right-of-way, comprising approximately 0.406 acres, more or less, and more particularly described in Exhibit “B,” attached hereto and made a part hereof by this reference, shall revert to the owner of that certain parcel of real property lying to the southwest thereof, and more particularly described as follows:

Lot 7, Block 4, Nampa Industrial Corporation 1st Addition, Nampa, Canyon County, Idaho, EXCEPTING therefrom the Southwesterly 245.60 feet, according to the official plat thereof, filed in Book 8 of Plats at Page(s) 28, records of said County.
or to said owner’s heirs, successors, and assigns; SUBJECT TO the reservation of an easement to the City of Nampa, Idaho, for all public utilities, including but not limited to electrical facilities operated by Idaho Power, over the entirety of said described parcel, preserving the right to continue to operate, maintain, repair, replace, or otherwise modify or add to facilities existing or hereinafter placed within the easement, including the right of ingress and egress thereto;

(b) Ownership in that certain westerly portion of the vacated right-of-way, comprising approximately 0.219 acres, more or less, and more particularly described in Exhibit “C,” attached hereto and made a part hereof by this reference, shall revert to the owner of that certain parcel of real property lying to the east thereof and more particularly described as follows:

The Southwesterly 245.60 feet of Lot 7, Block 4 of NAMPA INDUSTRIAL CORPORATION FIRST ADDITION, Nampa, Canyon County, Idaho, according to the plat of said Addition filed in Book 8 of Plats, Page 28, in the office of the County Recorder, Canyon County, Idaho.

or to said owner’s heirs, successors, and assigns; SUBJECT TO the reservation of an easement to the City of Nampa, Idaho, for all public utilities, including but not limited to electrical facilities operated by Idaho Power, over the entirety of said described parcel, preserving the right to continue to operate, maintain, repair, replace, or otherwise modify or add to facilities existing or hereinafter placed within the easement, including the right of ingress and egress thereto;

(c) Ownership in that certain easterly portion of the vacated right-of-way, comprising approximately 0.058 acres, more or less, and more particularly described in Exhibit “D,” attached hereto and made a part hereof by this reference, shall revert to the owner of that certain parcel of real property lying to the northwest thereof and more particularly described as follows:

Lot 1, Block 6, Nampa Industrial Corporation First Addition, according to the plat thereof, filed in Book 8 of Plats at Page(s) 28, records of Canyon County, Idaho.

or to said owner’s heirs, successors, and assigns; SUBJECT TO the reservation of an easement to the City of Nampa, Idaho, for all public utilities, including but not limited to electrical facilities operated by Idaho Power, over the entirety of said described parcel, preserving the right to continue to operate, maintain, repair, replace, or otherwise modify or add to facilities existing or hereinafter placed within the easement, including the right of ingress and egress thereto.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 4: This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall
continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 5: All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.


Approved:

By _____________________________
Mayor

Attest:

__________________________
City Clerk
EXHIBIT “A”
Legal Description for
Bish’s EV
Job No. JY0716

Alley Description

This parcel is the Alley between Lot 1, Block 6 and Lots 7 and 8 of Block 4 of the Nampa Industrial Corporation First Addition as shown on the Official Plat thereof on file in Book 80 of Plats at Page 28 in the Office of the Recorder for Canyon County, lying in the SW ¼ of Section 14, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼, (W ¼ Corner, Section 14), a found brass cap monument;

thence South 89° 31’ 55” East along the North boundary of the SW ¼ a distance of 700.17 feet to the TRUE POINT OF BEGINNING, the Northwesterly corner of said Alley;

thence South 89° 31’ 55” East a distance of 225.40 feet to the Northeast corner of Lot 8, Block 4;

thence South 33° 00’ 50” West along the Northwesterly boundary of Lot 8, Block a distance of 159.11 feet to the Southwest corner of said Lot 1;

thence North 56° 59’ 10” West along the Northwesterly boundary of Lot 6 and 7, Block 4 a distance of 70.00 feet;

thence Southwesterly 15° 08 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 90° 00’ 00” and a long chord which bears South 78° 00’ 50” West a distance of 141.42 feet;

thence South 33° 00’ 50” West a distance of 315.60 feet;

thence Southeasterly 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 00° 00’ 00” and a long chord which bears South 11° 50’ 10” East a distance of 28.28 feet to a point on the Northeasterly right of way of Industrial Road;

thence North 56° 50’ 10” West along said right of way a distance of 60.00 feet;

thence Northeasterly 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 00° 00’ 00” and a long chord which bears North 78° 00’ 50” East a distance of 28.28 feet;

thence North 33° 00’ 50” East along the Southeasterly boundary of Lot 1, Block 6 a distance of 453.45 feet to the TRUE POINT OF BEGINNING, containing 0.683 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.
EXHIBIT “B”
July 25, 2016

Legal Description for
Bish's RV
Job No. JY0716

Bish's RV

This parcel is a portion of the alley between Lot 1, Block 6 and Lots 7 and 8 of Block 4 of the Nampa Industrial Corporation First Addition as shown on the Official Plat thereof on file in Book 8 of Plats at Page 28 in the Office of the Recorder for Canyon County, lying in the SW ¼ of Section 14, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼ (W ¼ Corner, Section 14), a found brass cap monument;

thence South 89° 31' 55" East along the North boundary of the SW ¼ a distance of 741.02 feet to the TRUE POINT OF BEGINNING, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence continuing South 89° 31' 55" East a distance of 184.55 feet to the Northwest corner of said Lot 8, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 33° 00' 50" West along the Northwesterly boundary of Lot 8 a distance of 159.11 feet to the Southwest corner of said Lot 8, a found ½ inch diameter rebar;

thence North 56° 59' 10" West along the North boundary of Lot 7 a distance of 70.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence Northwesterly 60.86 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 34° 52' 20" and a long chord which bears North 74° 25' 20" West a distance of 59.93 feet;

thence North 06° 36' 01" West a distance of 65.21 feet;

thence North 58° 35' 38" East a distance of 30.34 feet to the TRUE POINT OF BEGINNING, containing 0.406 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.
EXHIBIT “C”
Legal Description for
Bah's RV
Job No. JY0716

Burrow (Canyon Marine)

This parcel is a portion of the alley between Lot 1, Block 6 and Lots 7 and 8 of Block 4 of the Nampa Industrial Corporation First Addition as shown on the Official Plat thereof on file in Book 8 of Plats at Page 28 in the Office of the Recorder for Canyon County, lying in the SW ¼ of Section 14, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼, (W ¼ Corner, Section 14), a found brass cap monument;

thence South 89° 31' 55" East along the North boundary of the SW ¼ a distance of 700.17 feet to the TRUE POINT OF BEGINNING, the Northwest corner of said Alley;

thence continuing South 89° 31' 55" East a distance of 40.85 feet;

thence South 58° 35' 38" West a distance of 30.54 feet;

thence South 06° 36' 01" East a distance of 65.21 feet to a point on the Northerly boundary of Lot 7;

thence Southwesterly 96.22 feet along arc of a curve to the left having a radius of 100.00 feet and a central angle of 55° 07' 40" and a long chord which bears South 60° 34' 40" West a distance of 92.55 feet;

thence South 33° 00' 50" West a distance of 90.00 feet;

thence North 56° 59' 10" West a distance of 10.00 feet to a point on the centerline of said alley;

thence South 33° 00' 50" West along said centerline a distance of 245.60 feet to a point on the Northeasternly right of way of Industrial Road;

thence North 56° 59' 10" West along said right of way a distance of 30.00 feet to theSoutheasterly corner of Lot 1;

thence Northeasternly 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90° 00' 00" and a long chord which bears North 78° 00' 50" East a distance of 28.28 feet;

thence North 33° 00' 50" East along the Northwesterly boundary of said alley a distance of 453.45 feet to the TRUE POINT OF BEGINNING, containing 0.219 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.
EXHIBIT “D”
July 25, 2016

Legal Description for
Bish’s RV
Job No. JY0716

Home-Style Industries Inc.

This parcel is a portion of the alley between Lot 1, Block 6 and Lots 7 and 8 of Block 4 of the Nampa Industrial Corporation First Addition as shown on the Official Plat thereof on file in Book 8 of Plats at Page 28 in the Office of the Recorder for Canyon County, lying in the SW ¼ of Section 14, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼, (W ¼ Corner, Section 14), a found brass cap monument;

thence South 00° 19’ 29” West along the West boundary of the SW ¼ a distance of 150.63 feet to the centerline of Industrial Road;

thence South 56° 59’ 10” East along the centerline of Industrial Road a distance of 548.86 feet;

thence North 33° 00’ 00” East a distance of 30.00 feet to the TRUE POINT OF BEGINNING, the Southeasterly corner of said Alley also being the Southwesterly corner of said Lot 7;

thence North 56° 59’ 10” West along the Northeasterly boundary of Industrial Road a distance of 30.00 feet to the centerline of said Alley;

thence North 33° 00’ 50” East along said centerline a distance of 245.60 feet;

thence South 56° 59’ 10” East a distance of 10.00 feet to a point on the Southeasterly boundary of said alley;

thence South 33° 00’ 50” West along said Southeasterly boundary a distance of 225.60 feet;

thence Southeasterly 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90° 00’ 00” and a long chord which bears South 11° 59’ 10” East a distance of 28.28 feet to the TRUE POINT OF BEGINNING, containing 0.058 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.
ORDINANCE NO. 4413

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, MODIFYING THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT TO WHICH THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE LAVA SPRINGS PLANNED UNIT DEVELOPMENT IN NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 110.50 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3335 AND RECORDED APRIL 30, 2004, AS INSTRUMENT NO. 200423257, RECORDS OF CANYON COUNTY, IDAHO, TO ALLOW SINGLE FAMILY RESIDENTIAL DEVELOPMENT IN PLACE OF THE COMMERCIAL BUILDING LOT PREVIOUSLY PLANNED FOR A SPECIFIED PORTION OF SAID PROPERTY; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, all required public hearings have been held regarding the proposed modification to the Annexation and Zoning Development Agreement to which that certain real property commonly known as the Lava Springs Planned Unit Development in Nampa, Canyon County, Idaho, is subject, which agreement is described in Ordinance No. 3335, and recorded April 30, 2004, as Instrument No. 200423257, records of Canyon County, Idaho, the entirety of said real property being more particularly described in Exhibit “A-1,” attached hereto and made a part hereof by this reference, to allow single family residential development in place of the commercial building lot previously planned on the portion thereof commonly known as 3905 Southside Boulevard, Nampa, Canyon County, Idaho, said portion comprising approximately 6.85 acres, more or less, which portion is more particularly described in Exhibit “A,” attached hereto and made a part hereof by this reference,

WHEREAS, it is deemed to be in the best interests of the City of Nampa to so modify the above-identified Annexation and Zoning Development Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Nampa, County of Canyon, State of Idaho:

Section 1. That the Annexation and Zoning Development Agreement for the subject property, described in Ordinance No. 3335, and recorded in 2004, as Instrument No. 200423257, records of Canyon County, Idaho, is hereby modified as set forth in that certain “FIRST AMENDMENT TO DEVELOPMENT AGREEMENT,” marked as Exhibit “B,” attached hereto and made a part hereof by this reference.

Section 2. That the City Planning Director is hereby directed to alter the Use and Area Map accordingly.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.
Section 4. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 5. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.


Approved:

By _____________________________
Mayor

Attest:

__________________________
City Clerk
EXHIBIT “A”
LAVA PEAK SUBDIVISION

LEGAL DESCRIPTION

Date: December 18, 2018

A parcel of land located in the NE1/4 NE1/4 of Section 11, Township 2 North, Range 2 West of the Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of Section 11, monumented by a 2 1/2” brass cap (Corner Record No. 2014-015753), from which the East One-Quarter corner of said Section 11, monumented by a 3” brass cap (Corner Record No. 2014-015754), bears South 00°52’38” West, a distance of 2648.37 feet;

Thence South 00°52’38” West, coincident with the east line of the said NE1/4, a distance of 549.40 feet to a found 5/8” rebar with an orange plastic cap PLS 9895;

Thence North 89°07’20” West, a distance of 50.00 feet to the westerly right-of-way line of Southside Boulevard and to a found 5/8” rebar with an orange plastic cap PLS 9895;

Thence North 87°48’02” West, a distance of 40.01 feet to a found 1/2” rebar with an orange plastic cap PLS 9895, being the Northeast corner of Lot 3, Block 1, of Lava Springs Subdivision No.1;

Thence continuing North 87°48’02” West, a distance of 147.28 feet to a point on the easterly right-of-way line of South Lava Springs Loop and to the beginning of a non-tangent curve to the left;

Thence northerly along said curve to the left and coincident to said easterly right-of-way line, an arc distance of 416.81 feet, said curve having a radius of 317.50 feet, a central angle of 75°13’04”’, and a chord bearing of North 51°13’12” West, a distance of 387.52 feet to a point of tangency;

Thence North 88°49’43” West, coincident with the northerly right-of-way line of said South Lava Springs Loop, a distance of 143.86 feet to the beginning of a tangent curve to the right;

Thence northerly along said curve to the right and coincident to said northerly right-of-way line, an arc distance of 18.49 feet, said curve having a radius of 17.50 feet, a central angle of 60°32’12”’, and a chord bearing of North 58°32’50” West, a distance of 17.64 feet to a point of reverse curvature;

Thence northerly along said curve to the left and coincident to said northerly right-of-way line, an arc distance of 38.63 feet, said curve having a radius of 74.00 feet, a central angle of 29°54’36”’, and a chord bearing of North 43°15’00” West, a distance of 38.19 feet to a point of reverse curvature;
Thence northerly along said curve to the right and coincident to the easterly right-of-way line of South Lava Springs Drive, an arc distance of 17.94 feet, said curve having a radius of 17.50 feet, a central angle of 58°44’11”, and a chord bearing of North 28°50’13” West, a distance of 17.16 feet to a point of tangency;

Thence North 00°31’34” East, coincident with said easterly right-of-way line, a distance of 180.46 feet;

Thence North 44°38’30” East, coincident with said easterly right of way line, a distance of 28.73 feet;

Thence North 00°31’34” East, a distance of 49.43 feet to the north line of the NE1/4 of said Section 11;

Thence South 89°28”08” East, coincident with said north line, a distance of 718.71 feet, to the POINT OF BEGINNING.

The above described parcel contains 298,583 square feet or 6.85 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is South 00°52’38” West between the Northeast corner of Section 11 and the East 1/4 corner of said Section 11.

Travis P. Foster, P.L.S.                                      License No. 10729
End of Description
EXHIBIT “A-1”
LEGAL DESCRIPTION – ORIGINAL PARCEL
LAVA SPRINGS SUBDIVISION ANNEXATION

A parcel of land located in the Northeast 1/4 of Section 11, Township 2 North, Range 2 West, B.M., and the Southeast 1/4 of Section 2, Township 2 West, Range 2 West, B.M., being further described as follows:

Beginning at a point 25 feet north of the north line of said Section 11 from which the Northeast corner of said Section 11 bears South 89°05'16" East a distance of 1524.32 feet;

thence along a line 25 feet North of and parallel to said North line, North 89°58'21" East a distance of 1549.30 feet;

thence along a line 25 feet East of and parallel to the East line of said section 11, South 00°19'30" West a distance of 2673.33 feet;

thence leaving said parallel line and following the south line of the3 Northeast 1/4 of said Section 11, South 89°59'28" West to a point on the centerline of the New York Canal, a distance of 296.17 feet;

thence along said Centerline the following Three (3) courses:

thence South 40°48'29" West a distance of 386.01 feet;

along a tangent circular curve to the right with a radius of 300.00 feet and a central angle of 121°50'0" an arc length of 637.93 feet (Chord Bearing North 78°16'27" West, Chord distance 524.35 feet.)

thence along a tangent circular curve to the left with a radius of 400.00 feet and a central angle of 32°17'03" an arc length of 225.39 feet (Chord Bearing North 33°29'56" West, Chord distance 222.42 feet.) to a point on said South line;

thence along said South line with a non-tangent line South 89°59'28" West a distance of 635.80 feet;

thence North 04°23'00" East a distance of 2404.84 feet;

thence North 89°58'00" East a distance of 101.20 feet;

thence North 00°16'00" East a distance of 274.96 feet to the POINT OF BEGINNING.

Said parcel contains an area of approximately 110.50 acres.

Basis of Bearing:

The North line of the Northeast '1/4 of Section 11 Township 3 North, Range 2 West, B.M., taken as South 89°58'20" West.

END OF DISCRIPTION
AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to a Development Agreement (i.e., hereinafter, the “Second Amendment”) is entered into this 1st day of December, 2018 (the “Effective Date”) by and between the City of Nampa, a municipal corporation (the “City”) and Quatro Properties Nampa Inc, hereinafter referred to as the “New Owner/Developer(s)

RECITALS

A. The City and Lava Springs LLC, the “Original Owner(s)/Developer(s)”, entered into a certain Development Agreement (hereinafter the “Original Agreement”) dated 19 April 2004 and recorded in the records of Canyon County, Idaho as Instrument No. 200423257, Ordinance No. 3335.

B. The Original Agreement was created in conjunction with the annexation and zoning assignment of some 102 acres of real property legally described in Exhibit “A-1” and made a part thereof (as well as planned unit development followed by platting approvals thereafter).

C. The City thereafter authorized a/an [First] Amendment to the Original Agreement on April 01, 2011 in order to allow conversion of a portion of the northwestern, residential portion of the Lava Springs PUD development into an area suitable for construction of a charter school [Legacy] (Ordinances 3971 and 3973).

C. The City and New Owner/Developer(s) as parties to this Amendment, wish, and mutually consent, to amend the Original Agreement by executing a “second amendment” (i.e., a Development Agreement Modification) as set forth herein and hereafter which shall serve to modify the former Original Agreement and shall be hereinafter known as the/this “New Agreement”).

E. Accordingly, the New Owner/Developer(s) applied to City on or about 19 September 2018 (the “date of application”) for Development Agreement Modification approval in order to amend the Original Agreement by converting 6.85 acres of the Lava Springs PUD project’s northeast corner from one (1) commercial building lot into 29 single-family detached residential building lots and three (3) common lots (hereinafter, collectively, the [new] “Project”) on the a portion of the property identified by Exhibit A-1. The land affected by the Second Amendment is described in Exhibit A-2 [hereto attached] and is hereinafter referred to as the “Property”.

F. City, pursuant to Section 10-2-5 of Nampa City Code, and, Idaho Code Section 67-6511A, has the authority to modify/amend a Development Agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area or for modifying or nullifying former approvals.

Quatro Properties LLC\Lava Peak Project
Development Agreement Modification 2018
G. City’s Planning and Zoning Commission and Council have held public hearings as prescribed by law with respect to a/this Second Amendment and associated entitlement requests -- including, to date: a Development Agreement Modification, a Planned Unit Development Modification, and, a Preliminary Plat Application request intended to re-purpose and [re]plat the Property.

H. City has approved the afore-noted entitlements requests.

I. Further, City (pursuant to Section 10-2-5 of Nampa City Code and Idaho Code Section 67-6511A), has subsequently authorized this Second Amendment.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties agree as follows:

1. Defined Terms. Except as set forth herein, the defined terms used in the Original Agreement shall have the same meaning in this [a/the] Second Amendment.

2. Development Agreement Recission. The Original Agreement is, and shall be, hereby rescinded, canceled, and annulled in its entirety and replaced with those Recitals, Terms, Commitments and Exhibits incorporated herein and made a part hereof.

AGREEMENT

1. This Second Amendment shall not prevent the City, in subsequent actions applicable to the Property, from/in applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby, or the Original Agreement save that the modification to the original Lava Springs PUD subdivision -- memorialized in part through enactment of this Second Amendment -- shall supersede the underlying entitlement/project plan approval made a part of Ordinance 3335 as the Property has been deemed suitable for the use(s) contemplated by the Project as they are allowed within the RS 6 PUD zoning designation.

2. This Second Amendment is intended to be supplemental to all other local, city, state and federal code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Second Amendment conflicts with any provision of the City’s adopted codes, this Second Amendment shall prevail to the extent permitted by law and providing its terms and commitments are more restrictive than City statutes.

3. The Project shall be developed (i.e., its site layout, landscaping and building design/construction, etc.) in substantial conformance with the exhibits approved by the

Quatro Properties LLC, Lava Peak Project
Development Agreement Modification 2018

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City’s Council attached hereto as the “Exhibits B Set” and made a part hereof; provided however, that the New Owner/Developer(s) shall have limited flexibility to develop the Property to meet market conditions subject to pre-approval by the City, and that the only specific commitments concerning development of the Project which the New Owner/Developer(s) is making are set forth herein. Upon recordation of this New Agreement, the New Owner/Developer(s) shall have all general zoning-based land use permission-based entitlement approval(s) required from the City for development of the Project.

4. The provisions and stipulations of this New Agreement shall be binding on City, New Owner(s)/Developer(s), each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and as may be iterated, in no particular order, in an exhibit hereafter attached titled “CONDITION(S) OF APPROVAL” which, if attached hereto, are [or shall be] memorialized as part of “Exhibit C”, and by this reference incorporated herein.

5. This Second Amendment may be modified only by the written agreement of New Owner(s)/Developer(s) and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Second Amendment and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner(s)/Developer(s) to comply with the terms and conditions of this Second Amendment. Provided, however, that no such consent shall be deemed to have been given unless the City provides written notice of any such failure and Owner(s)/Developer(s) or its successors and/or assigns fails to cure such failure as set forth below.

7. This Second Amendment and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner(s)/Developer(s), or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the effective date thereof, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Exception: the failure to begin site development of all or a portion of the Project proposed under this Second Amendment does not necessarily serve as impetus to allege that the commitments contained herein are not being fulfilled. Rather, commencement of site work and/or construction then left in abandon or failure to abide by the terms of this Second Amendment, as herein iterated, shall serve as impetus to consider termination of this Second Amendment and reversion of zoning. Provided, however, no such termination or reversal shall occur unless City provides written notice of the New Owner(s)/Developer(s) failure to comply with the terms and conditions of this Second Amendment to New Owner(s)/Developer(s) and the New Owner(s)/Developer(s) fails to cure such failure within six (6) months of New Owner(s)/Developer(s) receipt of such notice. The two (2) year period of time for compliance with commitments may be

Quatro Properties LLC: Lava Peak Project
Development Agreement Modification 2018
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extended by **City** for good cause upon application for such extension by **New Owner(s)/Developer(s)**, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this **Second Amendment**, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the **Project** and the **Property** shall be those rules, regulations and official policies in effect as of the date of approval of the **Second Amendment**, and associated annexation/zoning and platting application approvals. Provided, however, that the applicable building and fire codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this **Second Amendment** or the annexation pursuant thereto.

9. It is intended by the parties that this **Second Amendment** shall be recorded on the effective date of the **Second Amendment** or as soon as practicable thereafter. The parties further intend that the provisions of this **Second Amendment** shall run with the **Property** and shall be binding upon **City**, **New Owner(s)/Developer(s)**, each subsequent owner of the **Property**, and each other person or entity acquiring an interest in the **Property**.

10. If any term or provision of this **Second Amendment**, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This **Second Amendment** sets forth all promises, inducements, agreements, conditions and understandings between the **New Owner(s)/Developer(s)** and **City** relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the **New Owner(s)/Developer(s)** and **City**, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this **Second Amendment** shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the **City**, to a duly adopted ordinance or Resolution of the **City**.

12. Should any litigation be commenced between the parties hereto concerning this **Second Amendment**, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction.

13. This **Second Amendment** may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same **Second Amendment**.
14. In the event the New Owner(s)/Developer(s), its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Second Amendment, enforcement of this Second Amendment may be sought by either the City or New Owner(s)/Developer(s) or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by the New Owner(s)/Developer(s) of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by the New Owner(s)/Developer(s) of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of the New Owner(s)/Developer(s) or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Second Amendment, the parties agree that City and New Owner(s)/Developer(s) shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party’s seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by the New Owner(s)/Developer(s) for the portion of the Property still owned by the New Owner(s)/Developer(s).

c. In the event the performance of any obligation to be performed hereunder by either the New Owner(s)/Developer(s) or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

In addition to the remedies set forth above, in the event of a default by the New Owner(s)/Developer(s), or any other party claiming an interest herein, City may withhold building permits sought for issuance upon land(s) within the Project until such time as the default is cured.
EXHIBITS A
LEGAL DESCRIPTION(S)
EXHIBIT “A”

LAVA PEAK SUBDIVISION
LEGAL DESCRIPTION

Date: December 18, 2018

A parcel of land located in the NE1/4 NE1/4 of Section 11, Township 2 North, Range 2 West of the Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of Section 11, monumented by a 2 1/2” brass cap (Corner Record No. 2014-015753), from which the East One-Quarter corner of said Section 11, monumented by a 3” brass cap (Corner Record No. 2014-015754), bears South 00°52’38” West, a distance of 2648.37 feet;

Thence South 00°52’38” West, coincident with the east line of the said NE1/4, a distance of 549.40 feet to a found 5/8” rebar with an orange plastic cap PLS 9895;

Thence North 89°07’20” West, a distance of 50.00 feet to the westerly right-of-way line of Southside Boulevard and to a found 5/8” rebar with an orange plastic cap PLS 9895;

Thence North 87°48’02” West, a distance of 40.01 feet to a found 1/2” rebar with an orange plastic cap PLS 9895, being the Northeast corner of Lot 3, Block 1, of Lava Springs Subdivision No.1;

Thence continuing North 87°48’02” West, a distance of 147.28 feet to a point on the easterly right-of-way line of South Lava Springs Loop and to the beginning of a non-tangent curve to the left;

Thence northerly along said curve to the left and coincident to said easterly right-of-way line, an arc distance of 416.81 feet, said curve having a radius of 317.50 feet, a central angle of 75°13’04”, and a chord bearing of North 51°13’12” West, a distance of 387.52 feet to a point of tangency;

Thence North 88°49’43” West, coincident with the northerly right-of-way line of said South Lava Springs Loop, a distance of 143.86 feet to the beginning of a tangent curve to the right;

Thence northerly along said curve to the right and coincident to said northerly right-of-way line, an arc distance of 18.49 feet, said curve having a radius of 17.50 feet, a central angle of 60°32’12”, and a chord bearing of North 58°32’50” West, a distance of 17.64 feet to a point of reverse curvature;

Thence northerly along said curve to the left and coincident to said northerly right-of-way line, an arc distance of 38.63 feet, said curve having a radius of 74.00 feet, a central angle of 29°54’36”, and a chord bearing of North 43°15’00” West, a distance of 38.19 feet to a point of reverse curvature;

Thence northerly along said curve to the right and coincident to the easterly right-of-way line of South Lava Springs Drive, an arc distance of 17.94 feet, said curve having a radius of 17.50 feet, a central angle of 58°44’11”, and a chord bearing of North 28°50’13” West, a distance of 17.16 feet to a point of tangency;

Thence North 00°31’34” East, coincident with said easterly right-of-way line, a distance of 180.46 feet;

Thence North 44°38’30” East, coincident with said easterly right of way line, a distance of 28.73 feet;

Thence North 00°31’34” East, a distance of 49.43 feet to the north line of the NE1/4 of said Section 11;

Thence South 89°28’08” East, coincident with said north line, a distance of 718.71 feet, to the POINT OF BEGINNING.
The above described parcel contains 298,583 square feet or 6.85 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is South 00°52'38" West between the Northeast corner of Section 11 and the East 1/4 corner of said Section 11.

Travis P. Foster, P.L.S.                                         License No. 10729
End of Description
A parcel of land located in the Northeast 1/4 of Section 11, Township 2 North, Range 2 West, B.M., and the Southeast 1/4 of Section 2, Township 2 West, Range 2 West, B.M., being further described as follows:

Beginning at a point 25 feet north of the north line of said Section 11 from which the Northeast corner of said Section 11 bears South 89°05′16″ East a distance of 1524.32 feet;

thence along a line 25 feet North of and parallel to said North line, North 89°58′21″ East a distance of 1549.30 feet;

thence along a line 25 feet East of and parallel to the East line of said section 11, South 00°19′30″ West a distance of 2673.33 feet;

thence leaving said parallel line and following the south line of the Northeast 1/4 of said Section 11, South 89°59′28″ West to a point on the centerline of the New York Canal, a distance of 296.17 feet;

thence along said Centerline the following Three (3) courses:

thence South 40°48′29″ West a distance of 386.01 feet;

along a tangent circular curve to the right with a radius of 300.00 feet and a central angle of 121°50′0″ an arc length of 637.93 feet (Chord Bearing North 78°16′27″ West, Chord distance 524.35 feet.)

thence along a tangent circular curve to the left with a radius of 400.00 feet and a central angle of 32°17′03″ an arc length of 225.39 feet (Chord Bearing North 33°29′56″ West, Chord distance 222.42 feet.) to a point on said South line;

thence along said South line with a non-tangent line South 89°59′28″ West a distance of 635.80 feet;

thence North 04°23′00″ East a distance of 2404.84 feet;

thence North 89°58′00″ East a distance of 101.20 feet;

thence North 00°16′00″ East a distance of 274.96 feet to the POINT OF BEGINNING.

Said parcel contains an area of approximately 110.50 acres.

Basis of Bearing:

The North line of the Northeast 1/4 of Section 11 Township 3 North, Range 2 West, B.M., taken as South 89°58′20″ West.
NEW EXHIBITS B SET
(CONCEPT PLANS)
IN WITNESS WHEREOF, the parties have caused this New Agreement [an amendment to a Development Agreement] to be executed as of the Effective Date specified above.

[NEW]
OWNER/DEVELOPER(S):

[Signature]
William L. Duthie, President

Notary Public for State of Idaho
Residing at ____________________________
Commission Expires: __________________

STATE OF IDAHO)
) ss.
County of Canyon )

On this ______ day of __________________, in the year of 2018, before me, ____________________________, personally appeared ____________________, the person or party whose name is subscribed to the within and foregoing instrument and acknowledged to me that be executed the same for and on behalf of ____________________________.

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

See attached notarization

Quatro Properties LLC.Lava Peak Project
Development Agreement Modification 2018
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On December 12, 2018 before me, Anita Wood, Notary Public

Date

personally appeared William L. DuThue

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

Optional

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: December 12, 2018

Number of Pages: 

Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)

Signer’s Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer’s Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
[for] CITY: City of Nampa,
A municipal corporation

Debbie Kling

Notary Public for State of Idaho
Residing at _______________________
Commission Expires: _______________________

STATE OF IDAHO)

) ss.
County of Canyon )

On this _____ day of _______________________, in the year of 2018, before me _______________________, personally appeared Debbie Kling, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to be the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.
AGREEMENT BETWEEN CITY OF NAMPA AND TRAUMA INTERVENTION PROGRAMS, INC.

THIS AGREEMENT is made and entered into this _______ of ________ , 2019, but effective as of the 1st day of October, 2019 by and between the City of Nampa, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., a California non profit corporation hereinafter referred to as "TIP" or “Contractor.”

WITNESSETH:

WHEREAS, the City is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

WHEREAS, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

WHEREAS, TIP is a contractor which has the ability to provide such services; and

WHEREAS, the parties wish to enter into an agreement whereby TIP will furnish such services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES AND DUTIES

(a) TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

(b) TIP or TIP's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.

(c) TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.
(d) Upon the request of or referral by the City, or as otherwise agreed upon, TIP personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services; providing information and referral services; performing one follow-up contact to verify the client's welfare.

(e) TIP shall comply with all applicable local, state or federal laws or regulations.

2. COMPENSATION FOR SERVICES

The City agrees to pay TIP a maximum amount of $11,804.00 (12¢ per capita x 98,370 population) for the services to be performed hereunder. The City agrees to pay annually, in advance, unless some other method of payment is mutually agreed to in writing.

3. INDEPENDENT CONTRACTOR

In the performance of the obligations under this Agreement, it is understood and agreed that TIP is at all times acting and performing services as an independent contractor, and the City shall exercise no control or direction over the manner and means by which TIP performs its obligations under this agreement, except as herein stated. All persons employed by or volunteering for TIP in the performance of TIP's services and functions shall be considered employees, volunteers and agents of TIP and no person employed by or volunteering for TIP shall be entitled to any City pension, civil service, or any status or right, nor shall he or she be deemed to be a City employee as a result of this Agreement. Additionally, all persons employed by or volunteering for TIP shall not represent themselves to be affiliated with the City of Nampa.

4. INDEMNIFICATION

TIP promises and agrees to defend, protect, indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage or any other loss suffered by reason of any act or omission of TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

The City promises and agrees to defend, indemnify and save harmless TIP, its officers, employees, and volunteers from all claims, demands and liability for damages for personal injury.
or property damage suffered by reason of any act or omission of the City or the City's officers or employees, or by reason of any dangerous or defective condition caused or permitted by the City or the City's officers or employees, except where such action, omission or condition is caused by or is the result of an action, omission or request of TIP or TIP's officers, employees or volunteers, or is alleged to arise out of the execution of this Agreement. Such indemnification hereunder by City shall in no event cause the liability of City for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to TIP. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the agreement.

5. **PROPRIETARY RIGHTS**

(a) The Contractor is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all other trademarks and service marks used in connection with the TIP Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products therefrom are known and identified (collectively, "Proprietary Marks and Indicia").

(b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Nampa, Idaho. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the City agrees to immediately return all manuals and materials to the Contractor.

6. **INSURANCE**

(a) TIP shall secure and maintain throughout the term of this agreement, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than $1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than $1,000,000 on account for any one occurrence, and $1,000,000 for property damage, and shall be placed with a company authorized to conduct business in the State of Idaho. The City of Nampa shall be named as an Additional Insured on all policies and certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers.
The amount of such insurance shall not be deemed a limitation of TIP's agreement to defend, indemnify and hold the City harmless and if the City and/or TIP becomes liable for an amount in excess of the insurance, TIP will defend, indemnify and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the City Attorney of the City and/or the Mayor of the City consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the City.

(b) **Workers' Compensation.** TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of Idaho. A certificate evidencing such coverage shall be filed with the City Manager's Office. Said certificate shall provide that the City will be given at least thirty (30) days written notice prior to cancellation.

7. **TERMINATION**

(a) **For Cause.** If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.

(b) **Without Cause.** Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.

(c) **Reimbursement of Compensation.** If this Agreement is terminated prior to the end of the term set forth in Section 8, TIP shall reimburse the City a pro rata amount of any compensation paid in advance.

8. **TERM**

This Agreement shall continue through the 30th day of September 2021 unless earlier terminated in accordance with Section 7.

9. **NOTICES**

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

City: Mayor
City of Nampa
TIP: Trauma Intervention Programs, Inc.
Address 9105 Rockstone Ct. Kuna, Id 83634

10. ASSIGNMENT / AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING WAIVER

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon TIP and their successors and assignees. Except as otherwise provided herein, TIP shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the City. Any such assignment shall, at the option of the City, immediately void this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the day and year first above written.

CITY OF ______________________

By: ______________________
Mayor

TRAUMA INTERVENTION PROGRAMS, INC.

By: ______________________
President
MEMORANDUM

TO: Mayor Kling & City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Rodeo Park Lease Agreement
DATE: January 22, 2018

The City of Nampa Parks and Recreation Department has had a long-standing agreement with the Nampa Legion Baseball organization allowing the use of Rodeo Park. Rodeo Park is owned by the City of Nampa and consists of a baseball field and amenities which is located near Garrity Blvd. and 16th Ave North. An exhibit is attached identifying the location.

Staff recommends approving the attached 10-year agreement that has already been signed by the Nampa Legion Baseball representatives. This agreement replaces a prior 10-year agreement that is now expired.

As a condition of the agreement, the Nampa Legion Baseball organization will allow the Nampa High School Baseball team to use the facility during their season. Rodeo Field is the home of the Nampa Braves High School baseball team. The agreement between Nampa Legion and Nampa School District is attached for record and has been signed by their representatives.

Action Requested:
Nampa Parks and Recreation requests council action to authorize the Mayor to sign the lease agreement between the City and Nampa Legion Baseball for the use of Rodeo Park.
LEGION FIELD at Rodeo Park

For illustrative purposes only.
LEASE

THIS AGREEMENT, made and entered into this 1st day of January, 2019, by and between CITY OF NAMPA, A MUNICIPAL CORPORATION, hereinafter referred to as “Lessor”, and NAMPA AMERICAN LEGION BASEBALL, INC., hereinafter referred to as the “Lessee”:

WITNESSETH:

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the Lessee, and the Lessee does by these presents hire, rent and take from the Lessor, those baseball diamonds located at the Nampa Stampede Grounds on Garrity Boulevard, Nampa, Idaho, also known as Lofholm Field at Rodeo Park on Garrity Boulevard, together with water rights, the improvements thereon, and all appurtenances thereto hereinafter referred to as “baseball facilities” or the “baseball facility” or “facility”.

TO HAVE AND TO HOLD the baseball facilities, together with the appurtenances, privileges, rights and easements thereto belonging, unto the Lessee for the term of ten (10) years, said term to commence on the 1st day of January, 2019, and terminate on the 31st day of December, 2028, for the rental and upon the terms and conditions as follows:

1. RENTAL: Lessee covenants and agrees to pay annual rent for said baseball facilities in the sum of $100.00 per year, payable on the 1st day of January of each year for that year commencing January 1, 2019.

2. USE: Lessor covenants and agrees that Lessee shall have unlimited use of the baseball facilities for the purposes of Lessee, those purposes being the playing of baseball games and any other purpose compatible therewith. Any use other than baseball shall only be with
written consent of Lessor’s Parks and Recreation Director and by mutual agreement of both parties.

3. **MAINTENANCE AND REPAIR:** Lessee agrees to maintain the baseball facilities in as good condition as the same are in at the time Lessee shall take possession of same, reasonable wear, tear and damage by the elements excepted, and at the termination of this Lease in any manner, Lessee shall surrender said baseball facilities to Lessor in such condition.

Lessee agrees to maintain and repair the baseball facilities, including weed control, the application of fertilizer, and all other normal maintenance for this type of facility. Lessee agrees to maintain the septic system and repair or replace if required. Lessee will maintain all main lines that lead to the irrigation system. Lessee will maintain and repair the main domestic water line if needed. The Lessor will maintain the irrigation system that includes valve boxes, sprinkler heads, electrical and piping that are not part of the main line.

Lessor agrees to mow the outfield grass once a week. Lessee can request a second mowing for special events and Lessor has the option to approve or deny the request.

Lessor agrees to winterize the sprinkler lines and plumbing to the baseball facility including both irrigation and domestic water.

Lessee agrees to maintain and keep in good repair the bleachers, benches, dug outs, and light and light fixtures. Lessee agrees to maintain and repair all structures located on the baseball facility at Lessee’s cost and expense.

Lessee agrees to maintain and repair all electrical fixtures, glass and inside plumbing apparatus, and to do all painting at Lessee’s own cost and expense, and Lessee agrees to keep and maintain the plumbing and sewer drains in good condition and repair and in a clean, attractive and sanitary condition.
Lessee agrees to repair any damage done to the baseball facility when Lessee is in possession thereof.

4. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall have the right to make improvements to the baseball facility, provided that the installation and construction thereof will not damage any portion of the baseball facility. Lessee acknowledges and agrees that at the termination of this Lease, all improvements as shall have been made to the baseball facility by Lessee shall revert to and become a part of the baseball facility.

5. **SIGN, FIXTURES AND EQUIPMENT:** Lessee shall have the right to place a reasonably sized sign upon the premises for the purpose of advertisement, provided, however, that said sign will not obstruct the vision of the property on either side of the baseball facility subject to this Lease Agreement. Upon termination of this Lease, Lessee shall have the right to remove said sign so long as Lessee repairs any damage occasioned by such removal at Lessee’s own cost. The parties further acknowledge that Lessee will be installing equipment and fixtures in the facility for use by Lessee, and Lessee shall have the right to remove said equipment and fixtures upon termination of this Lease, but Lessee shall repair any damage done to the baseball facility by reason of the removal of such fixtures and equipment.

6. **COMPLIANCE WITH LAW:** Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same.

7. **GLASS:** Lessee agrees to replace all broken or damaged glass at the baseball facility and agrees that the glass as used as replacement must be of the same quality as that which was broken or damaged.
8. **UTILITIES:** It is expressly agreed that during the full term of this Lease, Lessee shall furnish and promptly pay for all utilities for the baseball facility at Lessee’s own cost and expense.

9. **TAXES AND ASSESSMENTS:** Lessor shall pay all real estate taxes and assessments of any kind levied against the baseball facility during the term of this Lease and any extension thereof.

10. **ASSIGNMENT OR SUBLEASING:** Lessee shall not assign this Lease but shall be allowed to sublet a portion of the baseball facility to Nampa Senior High School during certain specified times under a separate Field Use Agreement and as more particularly hereafter described.

11. **DAMAGE OR DESTRUCTION:** If any portion of the baseball facility shall be damaged by fire, the elements, explosions or other causes, not directly as a result of Lessee’s negligence, Lessor may, at Lessor’s option and at Lessor’s own proper cost and expense, cause the same to be repaired and restored to the same condition as before such damage was done, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Lessor’s control. If Lessor shall determine not to repair or restore the baseball facility, this Lease shall terminate, and there shall be no adjustment of rents hereunder; provided however, at Lessee’s option, Lessee may repair or restore the baseball facility at Lessee’s own cost and expense and continue this Lease.

12. **FIRE HAZARDS:** The Lessee shall not do anything in the baseball facility or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the
buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

13. **WASTE PROHIBITED:** Lessee shall not commit any waste or damage to the facility hereby leased nor permit any waste or damage to be done thereto.

14. **RECONSTRUCTION/RELOCATION:** Lessee acknowledges and agrees that the Lessor or Lessor's successor in interest does have the right to reconstruct the baseball park facility at another location so long as continued availability of said facility is made to the Lessee herein in conformance with this Lease Agreement.

15. **LIABILITY:** Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said baseball facility or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, nor shall the Lessor be liable for any defect in the baseball facility, latent or otherwise, and Lessee agrees to indemnify and hold harmless Lessor from such liability.

16. **LIABILITY INSURANCE:** To the extent required by Lessor, Lessee shall maintain a comprehensive liability insurance policy covering the herein-demised facility during the term of this Lease with a responsible insurance company, all at the sole cost and expense of Lessee, in the names and for the benefit of the Lessee and Lessor in the minimum: $1,000,000 single limit coverage. If required by Lessor, Lessee shall furnish Lessor with a certificate of liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof.

17. **FIRE AND EXTENDED COVERAGE INSURANCE:** Lessee shall have no duty or obligation to maintain fire or extended coverage insurance on the baseball facility, and
Lessor may maintain any such insurance thereon as Lessor desires. Lessor shall be under no duty or obligation to maintain fire, casualty or other insurance upon any personal property, contents or other personal property owned by Lessee and kept at the baseball facility, and Lessee may maintain such insurance on said contents and personal property owned by Lessee and Lessee desires.

18. **USE OF FACILITY BY NAMPA SENIOR HIGH SCHOOL:** It is agreed by Lessor that during the full term of this Lease Lessee may permit the use of the baseball facility by the Nampa Senior High School baseball team for their spring program only and for other Nampa youth baseball programs provided Lessee supervises such use. A separate Field Use Agreement with the Nampa Senior High School is attached to this lease as Exhibit A.

19. **SURRENDER OF POSSESSION:** Lessee agrees to surrender possession of the baseball facility to Lessor at the expiration of the term of this Lease, or any extension thereof, in the same condition as when the same were entered into by Lessee, wear and tear, reasonable use and occupancy and damage by the elements excepted.

20. **DEFAULT AND FORFEITURE:** Time and the strict and faithful performance of each and every one of the conditions of this Agreement are expressly made the essence of this Agreement. If rent is not timely paid when the same shall become due, or if default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained, and such default shall remain so for a period of thirty (30) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at Lessor’s election, either in law or equity, seek performance of the Agreement or may declare said term and Lease forfeited and ended and re-enter said baseball facility again to repossess and enjoy the same as in their first estate, and the effect of such default
shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease, and if thereafter the Lessee shall fail to surrender possession of the baseball facility to Lessor, the Lessee shall be deemed guilt unlawful and forcible detention thereof. If Lessee shall abandon or vacate the baseball facility, or if this Lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of the baseball facility from Lessee, including reasonable legal expenses and attorney’s fees, and to pay such other expenses as the Lessor may incur in putting the baseball facility in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the baseball facility. In the event of notification of default by Lessor to Lessee and Lessee does in fact cure such default, then and in that event Lessee shall pay, in addition to all arrearage as existing under the notice of default, the reasonable attorney’s fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

21. **ATTORNEY’S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney’s fee, together with such other costs as may be authorized by law. In case suit shall be brought for an unlawful detainer of the said premises for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed, Lessee shall pay to Lessor all costs, expenses and attorney’s fees which shall be incurred by Lessor in enforcing the covenants and agreements of this Lease Agreement.
22. **NOTICES**: All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following addresses:

Lessor:  
CITY OF NAMPA  
411 3rd STREET SOUTH  
NAMPA, ID 83651

Lessee:  
NAMPA AMERICAN LEGION BASEBALL  
P.O. BOX 727  
NAMPA, ID 83653

Or such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

23. **REPRESENTATIONS**: It is understood and agreed by and between the parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this Agreement.

24. **OPTION TO RENEW**: Provided that this Lease shall be in full force and effect and that the Lessee shall not be in default hereunder, the Lessor hereby grants to Lessee an exclusive option to renew this Lease for an additional term certain of ten (10) years commencing with the expiration of this Lease Agreement. All terms of a renewed Lease shall be renegotiated between Lessor and Lessee. Should Lessee desire to enter into a new Lease Agreement, Lessee shall notify Lessor in writing at least sixty (60) days prior to the expiration of this Lease Agreement. In the event of Lessee’s failure to notify Lessor in the time and in the manner specified, this option shall be null and void.
In the event Lessee does not exercise the option as herein provided, then Lessor shall have the right to place signs upon said baseball facility indicating the same are available for lease and Lessor shall have the right during said sixty (60) days to show said baseball facility to prospective lessees.

25. **BINDING EFFECT:** The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

26. **RECORDING:** The parties hereto agree that they will not record a copy of this agreement, Lessee’s occupancy of said premises being notice of Lessee’s interest therein, and the recording of said Lease by Lessee shall, at the option of the Lessor, constitute a default in the terms and conditions hereof.

27. **“AS BUILT” INFORMATION:** Lessee agrees to supply Lessor with an “as built” of the field and irrigation system at the onset, middle and at the end of lease.

IN WITNESS WHEREOF, the Lessor and Lessee do executed this Lease Agreement the ___ day in ____________, 20___, the year first above written.

LESSOR: CITY OF NAMPA, A MUNICIPAL CORPORATION

Mayor: _____________________________________

Attest: _____________________________________

LESSEE: NAMPA AMERICAN LEGION BASEBALL, INC.

President: _________________________________

Attest: _________________________________
FIELD USE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December, 2018, by and between NAMPA AMERICAN LEGION BASEBALL, INC., hereinafter referred to as "NALB", and NAMPA SENIOR HIGH SCHOOL, hereinafter referred to as the "NHS";

WITNESSETH:

That NALB, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of NHS to be paid, kept and performed, does by these presents grant, demise and lease unto NHS, and NHS does by these presents hire, rent and take from NALB, those baseball diamonds located at the Nampa Stampede Grounds on Garrity Boulevard, Nampa, Idaho, also known as Lofholm Field at Rodeo Park on Garrity Boulevard, together with all rights, improvements, and appurtenances thereto, hereinafter referred to as "baseball facilities," for a period of one (1) year with the option to renew annually (see Section 30 – Option to Renew), beginning on February 1, 2019 (the "NHS term of use"), for the rental and upon the terms and conditions as follows:

1. **MUTUAL BENEFIT:** It is the intent of parties to create a partnership between the NALB and NHS for the mutual benefit of the athletes involved in the baseball programs of both parties and to be transparent and cooperate with each other in that endeavor.

2. **CONTINGENCY:** This Agreement is subject to and contingent upon that certain Lease for baseball facilities between the CITY OF NAMPA as "Lessor" and NAMPA AMERICAN LEGION BASEBALL, INC., as the "Lessee" being in full force and effect. In the event the Lease for the baseball facilities between the City of Nampa and Nampa American Legion Baseball, Inc. should expire, terminate or be otherwise rendered ineffective, then and in that event, this Agreement shall also expire and become null and void, and neither party hereto shall have any further obligation to the other party under this Agreement.
3. **SCOPE:** The provisions and agreements contained in this Agreement apply to NHS only during the NHS term of use and during those other times that NHS is permitted to use the baseball facilities for other Nampa youth baseball programs.

4. **USE:** NALB permits NHS the use of the baseball facilities by the Nampa Senior High School baseball team for their spring program beginning February 1<sup>st</sup> of each year and ending May 20<sup>th</sup> of that same year. NALB may permit the use of the baseball facilities by NHS for other Nampa youth baseball programs throughout the year that are approved by NALB and supervised by NHS.

5. **RENTAL:** NHS covenants and agrees to pay annual rent for the baseball facilities in the sum of $50.00 per year, payable at the end of the spring baseball season of each year of the term of this Agreement beginning May 20, 2019 and annually thereafter for as long as the Agreement between the parties stays in affect.

6. **CONCESSION PROFITS:** NALB agrees to cede to NHS the concession profits each year during the NHS term of use. Gross sales will be calculated at the end of each Varsity and Junior Varsity game during the spring baseball season. At the end of the season, gross sales will be split 50% profit for NHS and 50% restocking product for NALB. NHS will be responsible for 6% sales tax on their 50% profit which is paid to the Idaho State Tax Commission and will be deducted from their profit. NHS will pay NALB a stipend of $300.00 to keep the concession stand stocked with product during the NHS term of use which will also be deducted from their profit. A check will be made payable to NHS Baseball upon final approval of the NHS Athletic Director. (See attached Exhibit A)

7. **MAINTENANCE AND REPAIR:** NALB shall maintain and repair the baseball facilities in accordance with its Lease for the baseball facilities with the City of Nampa. NHS agrees to reimburse NALB for one-half the cost of all maintenance and repair provided by
NALB to the baseball facilities during the NHS term of use including, but not limited to field maintenance, weed control, irrigation, application of fertilizer, lights and light fixtures, bleachers, benches, dug outs, electrical fixtures, glass, plumbing, and painting.

The City of Nampa will mow the outfield once a week on a day that will be determined at the beginning of each season. NHS is responsible for mowing the infield, edge, trim as needed, weed control, fertilize and make sure sprinklers are in good working condition during the NHS term of use. NALB is responsible for taking care of the field the remaining months.

8. **ALTERATIONS AND IMPROVEMENTS:** NHS shall have no right to make improvements or alterations to the baseball facilities without first consulting with NALB.

9. **SIGN, FIXTURES AND EQUIPMENT:** During the NHS term of use, NHS shall have the right to place a reasonably sized sign upon the premises for the purpose of advertisement, provided, however, that said sign will not obstruct the vision of the property on either side of the baseball facilities subject to this Agreement. At the request of NALB, NHS shall remove said sign so long as NHS repairs any damage occasioned by such removal at NHS’s own cost.

In addition, NALB agrees to cede ten (10) outfield sign spaces to NHS to sell advertising. NHS agrees that it will use the same vendor, style, and a similar pricing structure for any such advertising sold by NHS.

10. **EQUIPMENT:** NHS agrees to reimburse NALB for one-half the cost of all equipment purchased, agreed to in advance by both NALB and NHS, and are used by both NHS and NALB baseball teams. If the parties determine that one program uses an item more than the other and, NHS shall reimburse NALB its proportional share of that item calculated upon NHS’s use of that item.
11. **CAPITAL IMPROVEMENTS:** NHS agrees to fund one-half of all capital improvement projects for the baseball facilities that are agreed to in advance by both NALB and NHS; provided, however, should either part receive a large sum of money that it wants to use for a capital improvement, the other party is not expected to match that amount.

12. **COMPLIANCE WITH LAW:** NHS agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same.

13. **TRASH REMOVAL; ELECTRICITY; WAREHOUSE STOCK:** NHS agrees to reimburse NALB the full cost of all trash removal, electricity and warehouse stock used in and at the baseball facilities during the NHS term of use.

14. **ORGANIZATIONAL OPERATIONS:** NALB will maintain the business operations of the baseball facilities and pay all bills. At the end of each annual term of use, NALB will bill NHS for its annual lease payment and NHS's portion of all fees, costs, equipment, and any other amounts payable by NHS to NALB under this Agreement. This billing will include invoices for all amounts bills. NHS's portion of any capital improvements may be included in this billing or, upon the agreement of both parties, may be billed separately with a mutually agreed-upon payment plan. Failure of NHS to promptly reimburse NALB for its share of costs or its failure to pay its portion of capital improvements pursuant to a mutually agreed-upon payment plan shall constitute a default of NHS under the terms of this Agreement.

15. **ASSIGNMENT OR SUBLEASING:** NHS shall not assign or sublet to any other lessee any rights of NHS under this Agreement.

16. **DAMAGE OR DESTRUCTION:** If any portion of the baseball facilities shall be damaged by fire, the elements, explosions or other causes, NALB shall determine what, if any, repairs or restorations will be accomplished to the baseball facilities. If the baseball
facilities can still be used in spite of any damage, then this Agreement will continue in effect or, at NALB's option, it may repair or restore the baseball facilities and continue this Agreement. If NALB should determine that the baseball facilities cannot be used, or determine not to repair or restore the baseball facilities, this Agreement shall terminate, become null and void, and there shall be no adjustment of rents hereunder.

17. **FIRE HAZARDS:** NHS shall not do anything in the baseball facilities or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

18. **WASTE PROHIBITED:** NHS shall not commit any waste or damage to the baseball facilities nor permit any waste or damage to be done thereto.

19. **RECONSTRUCTION/RELOCATION:** NHS acknowledges that the City of Nampa, as the owner of the baseball facilities, or its successor in interest, does have the right to reconstruct the baseball facilities at another location. NALB will use its best efforts to ensure the continued availability of the baseball facilities to NHS in conformance with this Agreement, but does not guarantee such continued availability. The parties agree that if reconstruction/relocation of the baseball facilities does not allow NHS its term of use under this Agreement, that this Agreement shall terminate, become null and void, and there shall be no adjustment of rents hereunder.

20. **LIABILITY:** NALB shall not be liable for any injury or damage which may be sustained by any person or property of NHS or any other person or persons resulting from the condition of said baseball facilities or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, nor shall the NALB be liable for any defect in the baseball
facilities, latent or otherwise, and NHS agrees to indemnify and hold harmless NALB from such liability.

21. **LIABILITY INSURANCE:** To the extent required by NALB, NHS shall maintain a comprehensive liability insurance policy covering the baseball facilities during the term of this Agreement with a responsible insurance company, all at the sole cost and expense of NHS, in the names and for the benefit of the NHS and NALB in the minimum: $1,000,000 single limit coverage. If required by NALB, NHS shall furnish NALB with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Agreement or any extension thereof.

22. **FIRE AND EXTENDED COVERAGE INSURANCE:** NHS shall have no duty or obligation to maintain fire or extended coverage insurance on the baseball facilities. NALB shall be under no duty or obligation to maintain fire, casualty or other insurance upon any personal property, contents or other personal property owned by NHS and kept at the baseball facilities.

23. **SURRENDER OF POSSESSION:** NHS agrees to surrender possession of the baseball facilities to NALB at the expiration of this Agreement, or any extension thereof, in good condition.

24. **DEFAULT AND FORFEITURE:** Time and the strict and faithful performance of the conditions of this Agreement are expressly made the essence hereof. It is the expectation of NALB and NHS that both parties enter into this Agreement in good faith. A default by either party diminishes the express agreement and spirit of this Agreement and will harm both parties; however if either party defaults in keeping, performing or observing any of the covenants or agreements incumbent upon that party herein contained, and such default shall remain so for a period of thirty (30) days after written notice to the defaulting party, the non-defaulting party
may declare said term and this Agreement forfeited, terminated, and of no further effect and
NHS shall surrender possession of the baseball facilities to NALB.

25. **ATTORNEY’S FEES:** In the event an action is brought to enforce any of the
terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof by either
of the parties hereto, the successful party to such action or collection shall be entitled to recover
from the losing party a reasonable attorney’s fee, together with such other costs as may be
authorized by law. In case suit shall be brought for an unlawful detainer of the said premises for
the recovery of any rent due under the provisions of this Agreement, or because of the breach of
any other covenant herein contained on the part of the NHS to be kept or performed, NHS shall
pay to NALB all cost, expenses and attorney’s fees which shall be incurred by NALB in
enforcing the covenants and agreements of this Agreement.

26. **NOTICES:** All notices required to be given to each of the parties hereto under
the terms of this Agreement shall be given by depositing a copy of such notice in the United
States mail, postage prepaid and registered or certified, return receipt requested, to the respective
parties hereto at the following addresses:

**NALB:** NAMPA AMERICAN LEGION
BASEBALL, INC.
P.O. BOX 727
NAMPA, ID 83653

**NHS:** Nampa High School
203 Lake Lowell Ave.
Nampa, ID 83686

or such other address as may be designated by writing delivered to the other party. All notices
given by certified mail shall be deemed completed as of the date of mailing, except as otherwise
expressly provided herein.

27. **REPRESENTATIONS:** It is understood and agreed by and between the parties
hereto that there are no verbal promises, implied promises, agreements, stipulations,
representations or warranties of any character excepting those set forth in this Agreement.
28. **BINDING EFFECT:** The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

29. **RECORDING:** The parties hereto agree that they will not record a copy of this agreement, NHS's occupancy of said premises being notice of NHS's interest therein, and the recording of this Agreement by NHS shall, at the option of the NALB, constitute a default in the terms and conditions hereof.

30. **OPTION TO RENEW:** Beginning with year 2020, NHS will send notification by January 1st, via USPS or electronic mail to NALB expressing the option to renew this Agreement for the upcoming year. NHS will have the option to renew by this notification for a period of nine (9) years before a new Agreement must be signed.

IN WITNESS WHEREOF, the NALB and NHS do execute this Agreement the 13th day in December, 2018, the year first above written.

NALB: NAMPA AMERICAN LEGION BASEBALL, INC.

President: 

Secretary: Carla J. Bierlein

NHS: NAMPA SCHOOL DISTRICT #131

CFO: 

NHS Athletic Director: 

Twpnap/s04users/jockey/Field Use Agreement NHS - 113518.rev1.doc
OFFICE OF ECONOMIC DEVELOPMENT

Memorandum

Date: January 16, 2019

To: Mayor Kling & City Council

From: Beth Ineck, Economic Development Director

RE: Authorization for Mayor to Sign Purchase Sale Agreement for 129 2nd Ave North

In November 2018 Council authorized staff to proceed with the sale of 129 2nd Avenue North for a price of $60,000. The buyer is Ryan Martinez who has agreed to pay the City of Nampa $60,000 for the property. Mr. Martinez and the legal counsel for the City have reviewed the purchase sale agreement. Staff requests the Council authorize the Mayor to sign the Purchase Sale Agreement and proceed to closing following the due diligence period.

At the September 6, 2016 City Council Meeting Council declared the property as surplus and set the public hearing date for the sale of the property through public auction.

On October 3, 2016 the public hearing was held where no one testified for or against the sale of property. City Council voted to approve the sale of the property at auction on October 5th 2016 at 3:00pm with an opening bid price of $88,503. Notification for the public hearing and auction was published on September 16 and September 30th of 2016. At the October 5th auction no one presented a bid for the property.

Staff request: Authorize Mayor to sign Purchase Sale Agreement for 129 2nd Avenue North as presented.
DEFERRAL AGREEMENT
SIDEWALK
624 7th Ave N

- Property owners Gerry & May Vizenor request a deferral agreement to defer installation of curb, gutter, and sidewalk at their property located at 624 7th Ave N.

- Installation of curb, gutter, sidewalk is a condition of the current building permit converting a single family dwelling to a duplex at this property.

- There are no existing sidewalks on the side of the street that the deferral is being requested.

- Owners have stated they do not have the means to move ahead with the required improvements at this time (see exhibit A).

- Owner has agreed to participate in the sidewalk LID when it comes to their zone in 2022.

- Engineering has reviewed the request and does not oppose granting it.

REQUEST: Council authorize Public Works Director to sign said deferral agreement for curb, gutter, and sidewalks at 624 7th Ave N. (Exhibit B)
January 9, 2019

Nampa City Council
Nampa Building Department

RE: 624 7th Ave N Sidewalks/carport
RES-01664-2017

We are requesting from Nampa City Council a deferral on the installation of sidewalks, at our expense, at the address of 624 7th Ave North, Nampa, ID at this time.

We understand the LID program will come to our zone in 2022 and are willing to participate in that program when available, if the Council approves.

There currently are NO sidewalks on the side of the street we live on, which is a dead end street, so there is no public walking traffic.

We have exhausted our savings funds on the conversion of the owner occupied duplex itself and have acquired a deficit of $10,000, due to the complexity of the remodel, which we are making monthly payments on. We are on limited monthly social security retirement funds totaling $1,900. We view this as a hardship case now.

We have monthly house payments currently of $684, which we are desperate to have help with, by renting out one part of the duplex as soon as possible. We still have to purchase a carport.

We also are requesting that, because this is an owner-occupied duplex, we want to defer one carport at this time in our behalf. We wish to build a future garage and this would serve as our parking spot.

We thank you for your service and appreciate your consideration of this matter.

Gerry and May Vizenor

01/22/2019
AGREEMENT FOR DEFERRAL
OF CURB, GUTTER AND/ OR SIDEWALK, AND STREET CONSTRUCTION
For NON-RESIDENTIAL PROPERTIES

THIS AGREEMENT, made and entered into this 16th day of January, 2019 by and between THE CITY OF NAMPA, a municipal corporation, and Gerry & May Vizenor, applicant.

WITNESSETH:

WHEREAS, Section 9-3-1 of the Nampa City Code authorizes deferral of the requirement of roadway construction for an unspecified period of time;

NOW, THEREFORE, it is hereby agreed as follows:

1. Applicant is the owner of the following described real property located in Nampa, Canyon County, Idaho, to wit:

   EXHIBIT “A” (Legal Description attached)

2. The City agrees to defer the requirement of curb, gutter and/or sidewalk, and/or certain street construction on said real property subject to the following limitations and restrictions:

   A. The Nampa City Engineer approves the deferral.

   B. No temporary or permanent structure or landscaping will be added along the street frontage area which shall impede the construction of the future curb, gutter and/or sidewalk, and/or certain street improvements.

3. The City shall require construction of the Improvements upon notification as stipulated in Section 9-1-8 of the Nampa City Code; or upon the formation of a future Local Improvement District (LID).

   A. If an LID is formed, it shall offer the option of making payments for the improvements over a period of years as provided by said LID and in accordance with Idaho State Statutes.

4. The terms and conditions of this deferral shall be deemed to be a covenant running with the land and binding upon the parties hereto.

5. The provisions and stipulations of this Agreement shall inure to and bind the heirs, executors and administrators, assigns and successors in the interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

PROPERTY OWNER(S):

[Signatures]

CITY OF NAMPA:

[Signature]

Tom Points, P. E.
Public Works Director
STATE OF IDAHO )
) ss.
COUNTY OF CANYON )

On this 16th day of January, 2019, before me, the undersigned, a Notary Public, in and for said State, personally appeared, Vanda May Vining, known to me to be the person whose name is subscribed.

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

Notary Public for Idaho
Commission expires: 17/10/2023

STATE OF IDAHO )
) ss.
COUNTY OF CANYON )

On this ______day of ______________, 20______, before me, the undersigned, a Notary Public, in and for said State, personally appeared Tom Points, P. E., known to me to be the person whose name is subscribed.

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

Notary Public for Idaho
Commission expires:
STREET NAMING ORDINANCE
S WALNUT RIDGE WAY

- Clear Springs Subdivision was platted in 2004 with the stub street named E Oklahoma Ave. This street should not have been platted as E Oklahoma Ave as it is not in alignment with the other previously existing sections of E Oklahoma Ave. When streets have the same name but are severely disconnected with separate alignments, it causes confusion and could potentially delay Emergency Services. To alleviate this confusion the street name needs to be changed.

- The stub out street is planned for continuation within the Southern Ridge subdivision. During the preliminary platting process the developer for Southern Ridge proposed a street name of S Walnut Ridge Way for the street that is on alignment with the stub out street.

- Engineering informed the 36 property owners that were within 325 feet of the stub street about the proposed correction in a letter dated December 3, 2018. Engineering requested any comments or feedback of any concerns from the property owners by December 21, 2018.

- To date, no comments have been received by any of the property owners regarding this change.

- Section 9-1-1 of the Nampa City Code requires the City Council to approve the names for new or additional streets.

- There are no existing addresses that will be affected by this street name change.

- Engineering staff recommends the following street name change:
  - E Oklahoma Ave to S Walnut Ridge Way

- This proposed change is shown on exhibit "A" attached

- Emergency Services supports this naming

REQUEST: Approve street naming ordinance (exhibit "B") for S Walnut Ridge Way.
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO CHANGING THE NAME OF E OKLAHOMA AVE TO S WALNUT RIDGE WAY.

WHEREAS, the City Council has determined to correct the name E Oklahoma Ave to S Walnut Ridge Way per the attached exhibit A.

WHEREAS, Section 9-1-1 of the Nampa City Code requires the City Council to approve the names for new or additional streets.

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

Section 1: Change the name of EAST OKLAHOMA AVE to SOUTH WALNUT RIDGE WAY per attached exhibit A.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 22nd DAY OF JANUARY, 2019.

Approved:

By __________________________
Mayor

Attest:

______________________________
City Clerk
BID AWARD
PUMP MAINTENANCE PROJECTS
(As approved in FY19 budget)

- Each year as part of the City’s Asset Management program the Waterworks Division identifies pumps and motors for preventative maintenance.

- For FY19 the Waterworks Division identified 8 irrigation and 2 domestic pumps for maintenance (see Exhibit A).

- The project includes pump maintenance, electrical upgrades to alleviate overheating and soft startup of motors.

- The expected life of a pump is six to eight years, with the City crews maintenance activities we can extend the useful life to around ten years.

- Funding for this project is from FY19 Water Division irrigation operational funds in the amount of $371,505

- Two contractors placed bids for this project, Layne of Idaho and Riverside (Exhibit B). The apparent lowest bidder is Layne of Idaho with a base bid of $111,889.

- Bid options A and B, will also be recommended for inclusion within the Pump Maintenance Project.

- Engineering recommends award including bid options of the Pump Maintenance Project.

REQUEST: Award bid and authorize Mayor to sign contract for the Pump Maintenance Project to Layne of Idaho in the amount of $114,914.
<table>
<thead>
<tr>
<th>Line</th>
<th>Item Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Disconnect, remove, reinstall, test, and protect the Biech facility including incidentals</td>
<td>20</td>
<td>LF</td>
<td>$37.00</td>
<td>$740.00</td>
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<td>$1,670.00</td>
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<tr>
<td>2</td>
<td>Biech - Rebuild existing 40 HP vertical turbine motor</td>
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<td>LS</td>
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<td>$873.00</td>
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<tr>
<td>3</td>
<td>Biech - Rebuild existing Goulds 11CIC, 3-stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
<td>1</td>
<td>LS</td>
<td>$1,340.00</td>
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<tr>
<td>4</td>
<td>Biech - Furnish and install 6-inch oil-lubricated column pipe and lineshaft including enclosing tube, lineshaft, bearings, retainers, and other related materials</td>
<td>20</td>
<td>LF</td>
<td>$47.70</td>
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<td>$1,636.00</td>
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<td>Disconnect, remove, reinstall, test, and protect the Boone facility including incidentals</td>
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<td>LF</td>
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<td>$2,960.00</td>
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<tr>
<td>6</td>
<td>Boone - Rebuild existing 30 HP vertical turbine motor</td>
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<td>LS</td>
<td>$561.00</td>
<td>$561.00</td>
<td>$1,150.00</td>
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<tr>
<td>7</td>
<td>Boone - Rebuild existing Goulds 11CIC, 3-stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
<td>1</td>
<td>LS</td>
<td>$2,420.00</td>
<td>$2,420.00</td>
<td>$2,378.00</td>
<td>$2,378.00</td>
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<tr>
<td>8</td>
<td>Boone - Furnish and install 6-inch carbon steel product-lubricated column pipe and open-type lineshaft including gland spigots, bearings, retainers, and other related materials</td>
<td>80</td>
<td>LF</td>
<td>$54.05</td>
<td>$4,324.00</td>
<td>$68.00</td>
<td>$5,440.00</td>
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<td>9</td>
<td>Disconnect, remove, reinstall, test, and protect the High St. facility including incidentals</td>
<td>60</td>
<td>LF</td>
<td>$37.00</td>
<td>$2,220.00</td>
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<tr>
<td>10</td>
<td>High St. - Rebuild existing 40 HP vertical turbine motor</td>
<td>1</td>
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<tr>
<td>11</td>
<td>High St. - Rebuild existing Layne &amp; Bowler 8X11 13 stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
<td>1</td>
<td>LS</td>
<td>$3,180.00</td>
<td>$3,180.00</td>
<td>$2,750.00</td>
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<tr>
<td>12</td>
<td>High St. - Furnish and install 6-inch carbon steel product-lubricated column pipe and open-type lineshaft including gland spigots, bearings, retainers, and other related materials</td>
<td>60</td>
<td>LF</td>
<td>$53.78</td>
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<td>Disconnect, remove, reinstall, test, and protect the Horton facility including incidentals</td>
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<td>14</td>
<td>Horton - Rebuild existing 100 HP vertical turbine motor</td>
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<td>LS</td>
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<td>$1,624.00</td>
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<td>$2,866.26</td>
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<tr>
<td>15</td>
<td>Horton - Rebuild existing Goulds 11FDLC, 4-stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, basket, strainers, and other related equipment</td>
<td>1</td>
<td>LS</td>
<td>$3,025.00</td>
<td>$3,025.00</td>
<td>$2,585.00</td>
<td>$2,585.00</td>
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<tr>
<td>16</td>
<td>Horton - Furnish and install 10-inch oil lubricated column pipe and lineshaft including enclosing tube, lineshaft, bearings and retainers, and other related equipment</td>
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<td>LF</td>
<td>$72.87</td>
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<td>Disconnect, remove, reinstall, test, and protect the Kurtz Park facility including incidentals</td>
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<td>$37.00</td>
<td>$2,220.00</td>
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<td>$1,638.80</td>
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<tr>
<td>18</td>
<td>Kurtz Park - Rebuild existing 40 HP vertical turbine motor</td>
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<td>LS</td>
<td>$899.00</td>
<td>$899.00</td>
<td>$1,570.92</td>
<td>$1,570.92</td>
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<tr>
<td>19</td>
<td>Kurtz Park - Rebuild existing Goulds 9CCH, 5-stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
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<td>LS</td>
<td>$2,783.00</td>
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<tr>
<td>20</td>
<td>Kurtz Park - Furnish and install 6-inch carbonsteel product-lubricated column pipe and open-type lineshaft including gland spigots, bearings, retainers, and other related materials</td>
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<td>LF</td>
<td>$57.55</td>
<td>$3,453.00</td>
<td>$86.00</td>
<td>$4,800.00</td>
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## City of Nampa

### Pump Maintenance (FY 19) - PWIR190026 - Bid Results

**Bid Opening January 8, 2019**

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Line Item Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>21</td>
<td>Meadowbrook 1 - Irrigation Well (Submersible): Disconnect, remove, reinstall, test, and protect the Meadowbrook 1 facility including incidentals</td>
<td>40</td>
<td>LF</td>
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<tr>
<td>22</td>
<td>Meadowbrook 1 - Replace 25 HP submersible motor, submersible pump, cable, and shroud</td>
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<td>LS</td>
<td>$2,623.00</td>
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<tr>
<td>23</td>
<td>Meadowbrook 1 - Replace existing submersible pump with new Franklin 350STSS or approved equal including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
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<td>LS</td>
<td>$2,606.00</td>
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<tr>
<td>24</td>
<td>Meadowbrook 1 - Furnish new 6-inch column pipe including transition couplings, connection to pump and motor, and column check valve</td>
<td>40</td>
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<td><strong>Sugar Manor - Irrigation Well (Submersible)</strong></td>
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<td>Disconnect, remove, reinstall, test, and protect the Sugar Manor facility including incidentals</td>
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<td>$33.67</td>
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<td>$1,230.00</td>
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<td>26</td>
<td>Sugar Manor - Replace 30 HP submersible motor, submersible pump, cable, split lug wire connector, and shroud</td>
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<td>LS</td>
<td>$2,989.00</td>
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<td>27</td>
<td>Sugar Manor - Replace existing submersible pump with new Franklin 350STSS or approved equal including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
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<td>LS</td>
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<td>28</td>
<td>Sugar Manor - Furnish new 6-inch column pipe including transition couplings, connection to pump and motor, and column check valve</td>
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<td>$31.93</td>
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<td><strong>Sugar St. - Surface Water Irrigation (Submersible)</strong></td>
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<tr>
<td>29</td>
<td>Disconnect, remove, reinstall, test, and protect the Sugar St facility including incidentals</td>
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<tr>
<td>30</td>
<td>Sugar St. - Replace 30 HP submersible motor, submersible pump, cable, and shroud</td>
<td>1</td>
<td>LS</td>
<td>$2,889.00</td>
<td>$2,889.00</td>
<td>$4,350.00</td>
<td>$4,350.00</td>
</tr>
<tr>
<td>31</td>
<td>Sugar St. - Replace existing submersible pump with new Franklin 350STSS including impellers, bowl shaft, bearings, wear rings, and other related equipment</td>
<td>1</td>
<td>LS</td>
<td>$3,034.00</td>
<td>$3,034.00</td>
<td>$2,250.00</td>
<td>$2,250.00</td>
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<tr>
<td>32</td>
<td>Sugar St. - Furnish new 6-inch column pipe including transition couplings, connection to pump and motor, and column check valve</td>
<td>15</td>
<td>LF</td>
<td>$59.27</td>
<td>$888.05</td>
<td>$58.00</td>
<td>$870.00</td>
</tr>
<tr>
<td><strong>Well #4 - Domestic Well (Vertical Turbine)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Disconnect, remove, reinstall, test, and protect the Well #4 facility including incidentals</td>
<td>100</td>
<td>LF</td>
<td>$38.40</td>
<td>$3,840.00</td>
<td>$54.00</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>34</td>
<td>Well #4 - Replace 75 HP vertical turbine motor</td>
<td>1</td>
<td>LS</td>
<td>$5,215.00</td>
<td>$5,215.00</td>
<td>$4,308.53</td>
<td>$4,308.53</td>
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<tr>
<td>35</td>
<td>Well #4 - Rebuild the existing Goulds 11VCHC 4-stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, and other related work</td>
<td>1</td>
<td>LS</td>
<td>$3,544.00</td>
<td>$3,544.00</td>
<td>$2,585.00</td>
<td>$2,585.00</td>
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<tr>
<td>36</td>
<td>Well #4 - Furnish and install 8-inch carbon steel product-lubricated column pipe and open-type linseed including spiders, bearings, retainers, and other related materials</td>
<td>100</td>
<td>LF</td>
<td>$176.06</td>
<td>$7,606.00</td>
<td>$102.00</td>
<td>$10,200.00</td>
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<tr>
<td><strong>Well #5 - Domestic Well (Vertical Turbine)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>37</td>
<td>Disconnect, remove, reinstall, test, and protect the Well #6 facility including incidentals</td>
<td>70</td>
<td>LF</td>
<td>$54.86</td>
<td>$3,840.20</td>
<td>$27.33</td>
<td>$1,913.10</td>
</tr>
<tr>
<td>38</td>
<td>Well #5 - Rebuild the existing 75 HP vertical turbine motor</td>
<td>1</td>
<td>LS</td>
<td>$953.00</td>
<td>$953.00</td>
<td>$2,104.00</td>
<td>$2,104.00</td>
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<tr>
<td>39</td>
<td>Well #5 - Rebuild the existing Hydronax XEM, 3-stage vertical turbine pump including impellers, bowl shaft, bearings, wear rings, and other related work</td>
<td>1</td>
<td>LS</td>
<td>$3,174.00</td>
<td>$3,174.00</td>
<td>$2,585.00</td>
<td>$2,585.00</td>
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<tr>
<td>40</td>
<td>Well #5 - Furnish and install carbon steel product-lubricated column pipe and open-type linseed including spiders, bearings, retainers, and other related materials</td>
<td>70</td>
<td>LF</td>
<td>$178.10</td>
<td>$5,467.00</td>
<td>$102.00</td>
<td>$7,140.00</td>
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<td>Line Item No.</td>
<td>Item Description</td>
<td>Est. Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
<td>Unit Price</td>
<td>Total Price</td>
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<tr>
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<td>---------------------------------------------------------------</td>
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<td>-------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>41</td>
<td>Miscellaneous Site Work as requested by the Fraser</td>
<td>1</td>
<td>LS</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>42</td>
<td>Install 1&quot; steel threaded upward angled access ports to existing Boone, High, Kurtz, and Sugar Minor well casings or well heads</td>
<td>4</td>
<td>EA</td>
<td>$415.75</td>
<td>$1,663.00</td>
<td>$200.00</td>
<td>$800.00</td>
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<td></td>
<td><strong>TOTAL BASE BID (Line Item Number 1 through 42)</strong></td>
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<td></td>
<td></td>
<td><strong>$115,869</strong></td>
<td></td>
<td><strong>$134,499</strong></td>
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<tr>
<td>Bid Option</td>
<td>Item Description</td>
<td>Est. Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>A</td>
<td>Convert 3&quot; inch pump column from oil-lubricated to product-lubricated</td>
<td>20</td>
<td>LS</td>
<td>$83.75</td>
<td>$1,675.00</td>
<td>$40.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>B</td>
<td>Vibration Analysis at 60 Hz and 45 Hz for 6 wells including Domestic Wells 4 and 6 and irrigation wells Birch, Boone, High, and Kurtz.</td>
<td>6</td>
<td>EA</td>
<td>$225.00</td>
<td>$1,350.00</td>
<td>$200.00</td>
<td>$1,200.00</td>
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<td></td>
<td><strong>TOTAL BID FOR ALL OPTIONS (Line Item A through B)</strong></td>
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<td></td>
<td><strong>$3,025.00</strong></td>
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<td><strong>$4,008.00</strong></td>
</tr>
</tbody>
</table>

Bid sheet was blank and sheet says $2,795

Bid sheet says $15,991.55.
BID AWARD
IRRIGATION WATER QUALITY FY-19

- In FY15, SPF Water Engineering (SPF) was contracted to prepare a Water Quality Report based on water quality sampling data and proven best management practices for improving irrigation water quality.

- In FY15 the City of Nampa heard from the citizens that they would like cleaner irrigation water. Every year since then the city has been programming filter projects. The number of customer complaints has reduced over time due to the projects. See (Exhibit A).

- The Water Quality Report used the following criteria to evaluate the pump stations:
  - Water Quality
  - Volume pumped into the system
  - Customer complaints

- In FY18 and continuing in FY19, the City hired Mountain Waterworks Inc., to perform design and construction inspection of the installation of filters at two (2) irrigation pump stations.

- The two irrigation pump stations for FY19 are located at Midland Park and Creekside, for installation of a filter system.

- The Irrigation Water Quality FY-19 project includes filter additions, pipe modifications and appurtenances at the Midland Park and Creekside pump stations (See Exhibit B).

- The project is in the FY19 Irrigation Budget in the amount of $255,000.

- Additional $47,500 funds will be allocated from the FY19 Irrigation SCADA project.

- The anticipated project costs are:
  - Design $34,600
  - Construction $253,000
  - CE&I $14,900
  - Total $302,500

- We received 5 bids, Cascade Enterprises had the low bid with a cost of $253,000 (Exhibit C).

- Engineering reviewed the bid and recommends awarding the bid to Cascade Enterprises for the Irrigation Water Quality FY19 Project.
REQUEST: Council award bid and authorize Mayor to sign contract for the Irrigation Water Quality FY19 Project with Cascade Enterprises in the amount of $253,000.
Exhibit A

Irrigation Water Quality Complaints

- 2014
- 2015
- 2016
- 2017
- 2018
- 2019

Customer Complaints
<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Acknowledged</th>
<th>Completed Bid Schedule</th>
<th>Signed Bid Form</th>
<th>Naming of Subcontractors</th>
<th>Bid Bond</th>
<th>Base Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Cascade Enterprises</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>253,000</td>
</tr>
<tr>
<td>B Challenger Companies</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>278,500</td>
</tr>
<tr>
<td>C DR Pipeline</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>263,700</td>
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<tr>
<td>D Emminger Construction</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>279,622</td>
</tr>
<tr>
<td>E Syblon Reid</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>269,500</td>
</tr>
</tbody>
</table>
AUTHORIZATION TO SIGN COOPERATIVE AGREEMENT
FY15 D3 INTERSECTION IMPROVEMENTS TRAFFIC SIGNAL EQUIPMENT UPGRADE, CITY OF NAMPA
KN 13471

- In an effort to stay current with today’s traffic signal equipment standards, the City of Nampa Streets Traffic Division desires to upgrade three City of Nampa / Idaho Transportation Department Intersections with upgraded traffic signal control equipment and corridor timing.

- As a part of this effort the City and State must have a signed cooperative agreement to allow for traffic signal equipment upgrades. (Exhibit A)

- Costs will be shared as outlined in the executed Traffic Signal Operations and Maintenance Cooperative Agreement between the City of Nampa and ITD. (Exhibit B)

- The Garrity Boulevard corridor is the highest accident location in the City. This project will enhance signal timing to improve safety and efficiency along the corridor.

- A scope of work was developed to improve signal equipment at the following intersections: (see Exhibit C)
  
  o Garrity Boulevard & Flamingo Avenue
  o Garrity Boulevard & Stamm Lane
  o Garrity Boulevard & Kings Road

- The City will pay all costs of all design and construction and be reimbursed by ITD District 3.

- The estimated project costs are $126,000.00. Funding is as follows (see Exhibit D):
  
  Idaho Transportation Department $ 76,778.00
  City of Nampa Portion $ 49,222.00
  
  Total $126,000.00

- The Streets Traffic Division has budgeted in their FY2019 budget all costs associated with these intersection improvements, including State reimbursement amounts.

- Engineering recommends signing of the FY15 D3 Intersection Improvements Traffic Signal Equipment Upgrade, City of Nampa KN 13471.

REQUEST: Authorize Mayor to sign the cooperative agreement for the FY15 D3 Intersection Improvements Traffic Signal Equipment Upgrade, City of Nampa KN13471
COOPERATIVE AGREEMENT
PROJECT NO. A013(471)
FY15 D3 INTERSECTION IMPROVEMENTS
TRAFFIC SIGNAL EQUIPMENT UPGRADE, CITY OF NAMPA
KEY NO. 13471

PARTIES

THIS AGREEMENT is made and entered into this day of ,
, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called
the State, and the CITY OF NAMPA, hereafter called the City.

PURPOSE

The parties have agreed to share in the cost of traffic signal equipment upgrades for three
signals as listed on the attached Exhibit A. The signals are owned by the State and maintained
by the City. This agreement provides for the roles and responsibilities of the parties regarding
design, construction, and funding of the upgrades.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

SECTION I That the State will:

1. Upon receipt of documentation from the City showing the actual cost to upgrade the
   signals at the three intersections listed on Exhibit A, pay to the City the State’s share of
   the cost up to the amount of $76,778. No additional funds will be paid for this work.

SECTION II. That the City will:

1. Purchase, install and inspect the equipment for upgrading the three intersections shown
   on Exhibit A.

2. Upon completion of the work, provide an itemized statement to the State showing the
   actual cost of the work and the State’s portion of that work.
SECTION III.

1. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the City and the State.

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

EXECUTION

This Agreement is executed for the State by its District Engineer for District Three, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Nampa.

IDAHO TRANSPORTATION DEPARTMENT

________________________________________
District Engineer

ATTEST:

________________________________________
City Clerk

(SEAL)

CITY OF NAMPA

________________________________________
Mayor

By regular/special meeting on ____________________.

hm:13471 Coop Nampa.docx
RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the State and the City of Nampa, hereafter called the CITY, for traffic signal equipment upgrades; and

WHEREAS, The State and the City have agreed to share in the cost of the signal upgrades; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for traffic signal equipment upgrades is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (X-out non-applicable term) meeting of the City Council, City of Nampa, held on ________________, ______

(Seal)

______________________________
City Clerk
## CITY OF NAMPA - ITD MAINTENANCE UPGRADE REQUEST
### FY19 - ZONE B1

### Garrity & Flamingo
- Traffic Signal Controller Cabinet: $20,000.00
- Controller: $3,500.00
- Cabinet Plug Ins: $2,000.00
- ADA Pedestrian Push Buttons: $2,500.00
- LED Vehicle Signal Indications (7yr change out): $2,500.00
- LED Pedestrian Count Down Signal Indications: $1,000.00
- Misc. Parts Pieces i.e. Astro Brac, Shrouds, Wire etc.: $2,500.00
- CCTV: $2,500.00
- Contracted Traffic Control: $2,600.00
- Timing Update (with corridor coordination): $4,000.00

Total: $43,100.00

### Garrity & Stamm
- Traffic Signal Controller Cabinet: $20,000.00
- Controller: $3,500.00
- Cabinet Plug Ins: $2,000.00
- ADA Pedestrian Push Buttons: $2,500.00
- LED Vehicle Signal Indications (7yr change out): $2,500.00
- LED Pedestrian Count Down Signal Indications: $1,000.00
- Misc. Parts Pieces i.e. Astro Brac, Pole Brac Shrouds, Wire etc.: $2,500.00
- Contracted Traffic Control: $2,600.00
- CCTV: $2,500.00
- Timing Update (with corridor coordination): $4,000.00

Total: $43,100.00

### Garrity & Kings
- Traffic Signal Controller Cabinet: $20,000.00
- Controller: $3,500.00
- Cabinet Plug Ins: $2,000.00
- ADA Pedestrian Push Buttons: $2,500.00
- LED Vehicle Signal Indications (7yr change out): $2,500.00
- LED Pedestrian Count Down Signal Indications: $1,000.00
- Misc. Parts Pieces i.e. Astro Brac, Shrouds, Wire etc.: $1,200.00
- CCTV: $2,500.00
- Contracted Traffic Control: $2,600.00
- Timing Update (without corridor coordination): $2,000.00

Total: $39,800.00

### ABOVE PROJECTS TOTALS

$126,000.00

### ITD - Responsibility Allocation Detail

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<tr>
<th>Company</th>
<th>Lanes of Traffic</th>
<th>Percentage</th>
<th>ITD Project Portion</th>
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</thead>
<tbody>
<tr>
<td>Garrity &amp; Flamingo</td>
<td>9</td>
<td>53%</td>
<td>$22,818.00</td>
</tr>
<tr>
<td>Garrity &amp; Stamm</td>
<td>7</td>
<td>64%</td>
<td>$27,427.00</td>
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<td>Garrity &amp; Kings</td>
<td>8</td>
<td>67%</td>
<td>$26,533.00</td>
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**ITD PROJECT PORTION**: $76,778.00

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<th>Percentage</th>
<th>City Project Portion</th>
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<tbody>
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<td>53%</td>
<td>$49,222.00</td>
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<td>Garrity &amp; Stamm</td>
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<td>64%</td>
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<td>$49,222.00</td>
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**CITY PROJECT PORTION**: $49,222.00
COOPERATIVE AGREEMENT
(TRAFFIC SIGNAL OPERATIONS AND MAINTENANCE)
CITY OF NAMPA

PARTIES

THIS AGREEMENT is made and entered into this 16th day of August, 2010 by and between the Idaho Transportation Department, hereafter called the STATE, and the City of Nampa, hereafter called CITY.

PURPOSE

The STATE and the CITY have previously signed cooperative agreements covering the construction, operations and maintenance of traffic signals within the CITY, resulting in numerous agreements having different requirements for maintenance. Both parties wish to clarify, in one agreement, the responsibilities each would have for maintenance of the traffic signals within the CITY. In addition the parties find it mutually beneficial to allocate their respective share of the maintenance costs for those traffic signals & equipment, illumination, and/or traffic control devices at the intersections of state highways and city streets within the CITY (except interstate ramp terminals), as shown on the attached Exhibit A.

Authority for this Agreement is established by Section 40-317, Idaho Code.

DEFINITIONS

CITY: Shall mean and refer to all areas within the incorporated city limits of Nampa, who is a party to this agreement.

STATE: Shall refer to the State of Idaho Transportation Department, an agency of the state of Idaho, and who is a party to this agreement.

PAY ITEMS: These are process numbers used by the CITY accounting department to track work done by the CITY traffic operations staff in daily activities regarding traffic signal operations and maintenance.
The Parties agree as follows:

**SECTION I** - That the **CITY** will:

1. For operation and maintenance purposes, assume ownership of all traffic signals & equipment, illumination, and/or traffic control devices at intersections listed in Exhibit A, including controller, cabinets, vehicle detection systems, and emergency vehicle pre-emption equipment.

2. Provide all labor, materials, software enhancements/updates, and equipment to maintain all traffic signals & equipment, intersection illumination, and/or traffic control devices within the **CITY**, including those on the State Highway System. Maintenance is to include: service calls, lamp replacement, inspections, replacement of major components, miscellaneous parts due to damage, obsolescence or wear, and annual preventative maintenance.

3. Upon request from the **STATE** or as determined necessary by the **CITY**, review signal timing plans and make adjustments to timing plans as needed to maintain operational efficiency of the signalized intersections and the **STATE** highway system. The **CITY** will provide the **STATE** copies of the updated signal timing plans.

4. Pay energy bills required to operate the traffic signals & intersection illumination, daily monitor their operation, establish signal timings, and perform emergency and maintenance measures as necessary.

5. Bill the **STATE** monthly for their share of the cost to operate and maintain the traffic signals & illumination at intersections listed on Exhibit A, which billing is to include an itemization of the costs incurred during the previous month. The parties’ proportionate share of the costs is established under Section III, Item 3.

6. Update Exhibit A as appropriate to show signals added and/or deleted from the State Highway System. The updated Exhibit A shall be approved by both the **STATE** and the **CITY** prior to using as the basis for calculating the **STATE**’s and the **CITY**’s share of the cost to operate and maintain the
traffic signals & illumination. Share of the costs to operate and maintain the traffic signals & intersection illumination shall be calculated as shown in Section III, Item 3.

7. Maintain a parts inventory sufficient to provide for both routine and emergency traffic signal operations and maintenance, and when conditions require remedial action, perform the maintenance in a timely manner.

8. Obtain concurrence of the STATE before using the traffic signal poles or masts/arms for any purpose other than to support traffic control devices or luminaires.

9. Maintain, erect, or install only those traffic control devices, including signs that are in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the STATE.

SECTION II - That STATE will:

1. Within 30 days following receipt of each monthly billing by the CITY, pay the STATE’s share of the cost to maintain and operate the traffic signals and illumination at intersections listed in Exhibit A.

2. Assist the CITY in programming of the controllers and pre-installation testing of new cabinets and related signal equipment, if requested in writing by the CITY.

3. Upon request, assist the CITY in review, development, and implementation of signal timing plans.

SECTION III - Both parties agree that:

1. This Agreement shall become effective on the first date written above and shall remain in full force and effect until amended or replaced upon written mutual consent of the parties hereto. This Agreement supersedes and voids all previous Cooperative Traffic Signal Maintenance Agreements entered into between the parties.
2. The agreement may be terminated at any time upon a ninety (90) day written notice by either party thereof to the other.

3. Each party shall be responsible for its share of the costs of operating and maintaining the traffic signals and illumination at intersections listed in Exhibit A, which is determined as follows:

   a. \( K \) = Total number of approach lanes of the intersection owned by the STATE
   b. \( L \) = Total number of approach lanes of the intersection owned by the CITY
   c. \( M \) = Total number of approach lanes at intersection
   d. \( N \) = Total cost for repair

   e. STATE's share = \( \frac{K}{M} \) \( N \)
   f. CITY's share = \( \frac{L}{M} \) \( N \)

4. Any major reconstruction, upgrade, or modification of any traffic signal at intersections listed in Exhibit A, must be approved in writing by both parties; approval may be required to be through an agreement for construction. Upgrades to signal equipment and software, including conduit/interconnect installation, vehicle detection equipment, communications, etc. shall require prior approval by both parties.

5. Traffic signals will not be altered or abandoned without prior written concurrence of both parties.

6. Should any of the signals at the intersections listed in Exhibit A be damaged or destroyed through the wrongful or negligent act of a third party, the CITY will make every effort to determine the identity and whereabouts of the responsible party, and the CITY will attempt collection of the costs to repair or replace; the STATE will assist in all aspects of collection upon written request by the CITY. The parties will share the costs of repair or replacement in accordance with the split established with the rules below if:

   a. Collection cannot be accomplished after reasonable attempt, or
   b. The damage or destruction was not caused by the wrongful or negligent act of a third party.

Refer to Item 3 above for cost share calculation.
7. The CITY and the STATE agree to advance funds for repair or replacement based upon their proportionate share of the cost from the responsible party. If the CITY is able to collect the cost of repair or replacement, it shall reimburse the STATE its share based on the equation established in Item 3 above; not to exceed the amount advanced by the STATE. If collection is pursued by the STATE, the STATE will reimburse the CITY its share of the funds collected based on the equation established in Item 3 above; not to exceed the amount advanced by the CITY.

SECTION IV - Legal Relations and Responsibilities:

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to this contract by imposing any standard of care respecting the maintenance of State Highway system traffic signals that is different from the standard of care imposed by the law.

It is understood and agreed that neither the STATE, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY or in connection with any work, authority or jurisdiction delegated to the CITY under this agreement. The CITY, its officers, agents, servants or employees shall not be responsible for any damage or liability arising in connection with work to be performed by the STATE which is not otherwise delegated to the CITY.
EXECUTION

This Agreement is executed for the STATE by its Assistant Chief Engineer (Operations), and executed for the City by the Mayor, attested to by the City Clerk with the imprinted Corporate Seal of the City of Nampa.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

[Signature]
Assistant Chief Engineer (Operations)

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

RECOMMENDED:

[Signature]
District Engineer

ATTEST:

[Signature]
Diana Lending

(SEAL)

CITY OF NAMPA

[Signature]
Mayor

By regular/special meeting on August 16, 2010

hm:Nampa Signal Agr.docx
35-2010

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement between the STATE and the CITY OF NAMPA, hereafter called the CITY, setting out the terms for traffic signal operations and maintenance for signals at the intersections of state highways and city streets within the CITY; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for operations and maintenance of traffic signals is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (X-out non-applicable term) meeting of the City Council, City of Nampa, held on August 16, 2010.

(Seal)

City Clerk

Cooperative Agreement
City of Nampa
Page 7
<table>
<thead>
<tr>
<th>Location</th>
<th>Approach Lanes State - City</th>
<th>Type of Device</th>
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</thead>
<tbody>
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CITY OF NAMPA
2019 – ZONE B1 INTERSECTION IMPROVEMENTS
SCOPE OF WORK

In an effort to stay current with today’s traffic signal equipment standards, the City of Nampa Traffic Division desires to upgrade three CON/ITD Intersections with upgraded traffic signal control equipment and corridor timing. As a part of this effort the City of Nampa is requesting that ITD help share the cost as outlined in the 2010 Traffic Signal Operations and Maintenance Cooperative Agreement.

- Intersection improvements include the following intersections:
  - Garrity & Flamingo (I-84 Business Loop)
  - Garrity & Stamm (I-84 Business Loop)
  - Garrity & Kings (I-84 Business Loop)

- Associated Documents:
  - See Appendix A – 2010 Executed Traffic Signal Maintenance SLA
  - See Appendix B - Shared Intersection Locations
  - See Appendix C - Equipment Detail and Cost

Each of the intersections shall be defined as its own project and may receive different equipment improvements based on safety, life expectancy, lane configuration and traffic flow. However, all intersection improvements are directed to extend the lifespan of the traffic signal, diversify operations, improve transportation safety and reduce operational expenses and inventory replacement cost.

Work Description:

In general, the work to be done shall consist of providing traffic signal upgrade improvements in Zone B1 of the City of Nampa’s Asset Management Document. When making these improvements the City shall furnish all tools, equipment, materials and labor services to perform all necessary work. Traffic signal upgrade improvements may include but are not limited to - traffic signal cabinet, controller, pedestrian / vehicle signals, detection systems, fiber optic interconnect, communications equipment, traffic emergency vehicle preemption systems, uninterrupted power supply system, street name signs, regulatory signs, service cabinet, intersection safety lighting (when installed directly on the intersection pole) and recalibration of signal timing and progression.

Improvements of the mast arm poles, junction boxes, wire cabling, underground conduit and pole concrete foundations will not be directly involved at this time.

Proposed Equipment:

TS2 Traffic Control Cabinet(s) w/appurtenances shall conform to the latest revision of NEMA Standards Publication TS 2-2003, Traffic Controller Assemblies with NTCIP Requirements Version 02.06. The ATC Control equipment shall conform to all applicable sections of the NEMA Standards Publications for TS2 and NTCIP 1202 and ATC standard 6.10. Where differences occur, these specifications shall govern. Controller versions shall be available to comply with NEMA TS2 type 1 and 2 standards. Type 2 versions of the controller shall be capable of operating as a Type 1 controller. The TS2 Traffic Control Cabinet(s) shall conform to the latest revision of NEMA Standards Publication TS 2-2003.
Exhibit C

- MMU’s shall conform to all the requirements set forth in the NEMA Standard TS2-2003 (R2008)
  including NEMA Amendment #4-2012 for Flashing Yellow Arrow (MMU2).
- Traffic Signal Heads shall conform to all applicable MUTCD requirements and current VTCSH and PTCSI
  standards.
- LED Vehicle Signal Modules shall conform to all applicable MUTCD requirements and current VTCSH
  and PTCSI standards.
- LED Pedestrian Signal Countdown Modules shall conform to all applicable MUTCD requirements and
  current VTCSH and PTCSI standards
- AGPS/Guardian Pedestrian push button devices shall be installed per ADA standards.
- Electrical Service shall have dual meters (one control / one illumination). All wiring shall conform to
  NEMA Class II C standards.
- Mast Arm mounted signs shall conform to all applicable MUTCD requirements and practices.

New Traffic Signal Timing:

Traffic counts will be taken before the projects are to begin. New traffic signal timing shall be implemented upon
completion of equipment installation.

Daily Work Hours:

The City forces are authorized to work 10-hour days 7AM-5PM Monday through Thursday for work which is to
occur outside and off the roadway. The City forces are authorized to work 10-hour nights 8PM-6AM Monday
through Thursday for work which is to occur inside roadway, on the roadway, and where traffic prohibits their safe
work. Traffic Control & Flagging will be contracted for new Cabinet & Service installation(s).

Tentative Project Schedule:

Feb 18th – 28th, 2019 - Request for bids - equipment, timing, foundations, traffic control
Mar 11th – 15th, 2019 - Orce Equipment
Apr 1st – 30th, 2019 - Zone B1 traffic counts
May 20th – 23rd, 2019 - Schedule Prep, Design Traffic Control Plan, Pull Permits
June 26th – July 3rd, 2019 - Cabinet Prep
July 8th – 11th, 2019 - Install mast-arm equipment throughout Zone G1
Aug 5th – 15th, 2019 - Install New Cabinet & Services
Aug 19th – 22nd, 2019 - Illumination other undefined work

Ken Nutt
City of Nampa
Streets / Traffic Operations Supervisor
208-468-5717
muttk@cityofnampa.us
Agreement for Professional Services with J-U-B Engineers, Inc., for Airport Improvement Program (AIP-31) Taxiway and Taxilane Construction at Nampa Municipal Airport (Reviewed and Approved by Legal Counsel)

- On November 19, 2018, City Council authorized Nampa Airport staff to submit grant applications and certifications to the Federal Aviation Administration (FAA) Airport Improvement Program (AIP-31) for grant funding of taxiway and taxilane construction

- Staff received notification from FAA of its preliminary approval of the grant application and certifications for taxiway and taxilane construction
  - AIP-31 is anticipated to begin in March 2019 and be completed in December 2019

- The total anticipated project cost is $645,630.00 (pending FAA final approval)
  - FAA grant is 90% $581,067.00
  - State grant is 2.5% $ 16,140.00
  - City match is 7.5% $ 48,423.00

- As part of the AIP grant funding process, the FAA requires an Agreement for Professional Services (Agreement) be put in place

- J-U-B Engineers, Inc., was selected in March 2014 to provide engineering services at the Nampa Municipal Airport for the next five years

- The FAA is reviewing the IFE (Independent Fee Estimate)

- The City’s legal counsel has reviewed and approves the agreement

- On January 14, 2019, the Nampa Airport Commission met to review the Agreement with J-U-B for engineering assistance in the amount of $191,472.36 (see Exhibit A)

- The Commission moved to recommend that City Council authorize the Mayor to sign the Agreement with J-U-B pending FAA concurrence and legal review

**REQUEST:** Authorize Mayor to sign Agreement for Professional Services with J-U-B Engineers, Inc., for engineering assistance as required by Federal Aviation Administration, for Airport Improvement Program (AIP-31) Grant Funding for Taxiway and Taxilane Construction in the amount of $191,472.36.
THIS AGREEMENT is made as of the _____ day of January, 2019 by and between, the City of Nampa, Idaho hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 250 So. Beechwood Avenue, Boise, Idaho, 83709, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Nampa Municipal Airport consisting of the following:

Construct Taxilanes and Taxiways (Design, Bid and Construct)

Hereinafter referred to as the PROJECT:

W I T N E S S E T H

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

ARTICLE 1
J-U-B’S SERVICES

1.01 BASIC SERVICES
J-U-B agrees to perform or furnish professional engineering in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care. Standard of Care is defined as the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality.

Construction Phase services are more specifically defined in Standard Exhibit A – Construction Phase Services.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED
J-U-B will perform said Services as follows:

Initial Design Services in January 2019 with completion in April 2019
Initial Bidding and Construction services in April, 2019 with completion in December 2019

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

This Agreement shall be in effect from January 2019 to March 31, 2020. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES
When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT’S RESPONSIBILITIES.
B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
D. Mitigation work identified in the environmental review.
E. Additional services when the PROJECT involves more than two construction contracts or separate equipment contracts.

F. Review the PROJECT prior to expiration of the guarantee period and report observed discrepancies under guarantee provided by the construction contract.

G. Extended services during construction made necessary by: 1) work damaged by fire or other cause during construction; 2) defective or incomplete work of the Contractor causing delays in the project resulting in additional costs to J-U-B; 3) prolongation of the initial construction contract time beyond the contract time; 4) acceleration of the work schedule involving services beyond established office working hours; and 5) the Contractor's default under the construction contract due to delinquency or insolvency.

H. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

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**ARTICLE 2**

**CLIENT’S RESPONSIBILITIES**

2.01 CLIENT’S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT’S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

A. Designate, in writing, a person authorized to act as the CLIENT’S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT’S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B’s services.

B. Make available to J-U-B all technical data that is in the CLIENT’S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.

C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.

G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B’s services under this AGREEMENT.

H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B’s performance of services under this AGREEMENT.

I. Promptly prepare and submit reimbursement requests to funding agencies.

J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating thereto.

L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

**ARTICLE 3**

**J-U-B’S COMPENSATION**

3.01 **BASIC SERVICES COMPENSATION**

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

A. Preliminary and Final Design Phase. The CLIENT shall compensate J-U-B for Section(s) A-C in Attachment 1 on the basis of a lump sum amount of One Hundred Five Thousand Three Hundred Twenty-Four Dollars and Fifteen Cents ($105,324.15]). See Attachment 2 for a detailed cost breakdown.

B. Bidding and Construction Phase

1. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, Section(s) D-F in Attachment 1, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:

   a. Payroll Cost: Actual salaries paid J-U-B’s employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. Reasonable salary increases, promotions and other payroll adjustments during the course of this work are acceptable subject to approval by the CLIENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any changes.

   b. Payroll Additives: Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 89.83 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.

   c. General and Administrative Overhead Cost: These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 98.42 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted to the CLIENT at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.

   d. Direct Cost and Out-of-Pocket Cost: These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.

   e. Fixed Fee: The Fixed Fee for performance completed under this task shall be Ten Thousand Nine Hundred Fifty-One Dollars and Sixty-Six Cents ($10,951.66). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
2. Total estimate for Bidding and Construction Phase, including fixed fee, for the work under this AGREEMENT shall not exceed Eighty-Six Thousand One Hundred Forty-Eight Dollars and Twenty-One Cents ($86,148.21). This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Supplemental Engineering Agreements.

Total Project Fees. Total fees as outlined above are One Hundred Ninety-One Thousand Four Hundred Seventy-Two Dollars and Thirty-Six Cents ($191,472.36). See Attachment 2 for a detailed cost breakdown.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

This Agreement was submitted to the Client on January, 2019. CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the submittal date of this Agreement. If the notice to proceed with Services is delayed beyond 120 days from the submittal date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.

B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.

D. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.

E. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.
ARTICLE 4
GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Reuse of any of the above-said documents by the CLIENT on extensions of this PROJECT or on any other project without written permission of J-U-B shall be at the CLIENT'S risk, and the CLIENT agrees to defend, indemnify, and hold harmless J-U-B from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of said documents by the CLIENT or by others acting through the CLIENT.

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to the J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

1) Termination by CLIENT: The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:
a. Perform the services within the time specified in this contract or by CLIENT approved extension;
b. Make adequate progress so as to endanger satisfactory performance of the Project;
c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

2) Termination by J-U-B: J-U-B may terminate this Agreement in whole or in part, if the CLIENT:
   a. Defaults on its obligations under this Agreement;
   b. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
   c. Suspends the Project for more than 180 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT’S breach of the contract.

In the event of termination due to CLIENT breach, J-U-B is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

4.04 GENERAL
   A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
   B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
   C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.

E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

F. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 411 3rd Street South, Nampa, Idaho and to J-U-B at 250 So. Beechwood Avenue, Boise, Idaho, 83709. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

G. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

4.05 MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the PROJECT, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the PROJECT, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Canyon County, Idaho.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions the J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold
payments to Contractor until such time the J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT’s notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if the J-U-B fails to correct the breach by deadline indicated in the CLIENT’s notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.08 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B’s design staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Such visits by J-U-B’s design staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.09 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Engineer on the PROJECT. When so stipulated, the Resident Engineer and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the Resident Engineer during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.
ARTICLE 5
SPECIAL PROVISIONS

5.01 INSURANCE AND INDEMNITY

A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, “Allocation of Risks”, if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen’s compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.

B. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional’s total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B’s total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars ($1,000,000). Such causes include, but are not limited to J-U-B’s negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.

C. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.

D. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
   1. employ or retain, or agree to employ or retain, any firm or persons; or
   2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

B. A signed “Certificate for Contracts, Grants, Loans, and Cooperative Agreements” is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

A. The CLIENT and J-U-B each binds themselves, their partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.

C. This Agreement may not be assigned except upon written consent of the CLIENT.
ARTICLE 6
FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and subtier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6.02 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:

1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.
6.03 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6.04 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Nampa, Idaho to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to
carry out these requirements is a material breach of this contract, which may result in the
termination of this contract or such other remedy, as the recipient deems appropriate.

C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for
satisfactory performance of its contract no later than 30 days from the receipt of each payment
J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each
subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay
or postponement of payment from the above referenced time frame may occur only for good cause
following written approval of the CLIENT. This clause applies to both DBE and non-DBE
subconsultants.

6.05 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing
or attempting to influence an officer or employee of an agency, a Member of Congress, an officer
or employee of Congress, or an employee of a Member of Congress in connection with the
awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,
the entering into of any cooperative agreement and the extension, continuation, renewal,
amendment or modification of any Federal grant, contract, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for
influencing or attempting to influence an officer or employee of any agency, a Member of Congress,
an officer or employee of Congress, or an employee of a Member of Congress in connection with
any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit
Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. J-U-B shall require that the language of this certification be included in the award documents for all
sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and
cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.06 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

(1) J-U-B will not discriminate against any employee or applicant for employment because of race,
color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are
employed, and that employees are treated during employment without regard to their race, color,
religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not
be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment
advertising; layoff or termination; rates of pay or other forms of compensation; and selection for
training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to
employees and applicants for employment, notices to be provided setting forth the provisions of
this nondiscrimination clause.

(2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of the J-U-B,
state that all qualified applicants will receive considerations for employment without regard to race,
color, religion, sex, or national origin.

(3) J-U-B will send to each labor union or representative of workers with which he has a collective
bargaining agreement or other contract or understanding, a notice to be provided advising the said
labor union or workers' representatives of the J-U-B's commitments under this section, and shall
post copies of the notice in conspicuous places available to employees and applicants for
employment.

(4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the
rules, regulations, and relevant orders of the Secretary of Labor.

(5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24,
1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will
permit access to his books, records, and accounts by the administering agency and the Secretary
of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the J-U-B’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.07 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.08 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if the J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

6.09 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds $25,000 as a “covered transaction”, J-U-B shall verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov

2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

6.10 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

6.11 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the
employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6.12 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.13 VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

6.14 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 “Text Messaging While Driving” FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.15 HUMAN TRAFFICKING

A. J-U-B, J-U-B’s employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

B. For the purpose of this award term, “employee” includes:

1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award

2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

C. For the purposes of this award term only, “forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.

D. For the purposes of this award term only, “severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).
6.16 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

6.17 PROHIBITION OF SEGREGATED FACILITIES

(1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(2) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

6.18 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed $150,000.
IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF NAMPA, IDAHO

BY: ____________________________________________
   ____________________________
   Name: ____________________________
   Title: ____________________________

ATTEST

BY: ____________________________________________
   ____________________________
   Name: ____________________________
   Title: ____________________________

J-U-B:

J-U-B ENGINEERS, Inc.

By: ____________________________________________
   ____________________________
   Name: ____________________________
   Title: ____________________________

Applicable Attachments or Exhibit to this Agreement are indicated as marked:
☒ Attachment 1 – Scope of Services
☒ Attachment 2 – Fee Breakdown
☐ Attachment 3 – Special Provisions
☒ Exhibit A – Construction Phase Services
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:___________________________ Date:___________________________
Sponsor's Authorized Representative

Title:______________________________
Authorize Statement of Agreement for Idaho Unified Certification Program with Idaho Transportation Department
(Reviewed and Approved by Legal Counsel)

- The Idaho Transportation Department (ITD) is requesting the City sign the attached (see Exhibit A) Statement of Agreement for the Idaho Unified Certification Program (IUCP) to acknowledge that ITD is the only agency in Idaho which certifies businesses as being “disadvantaged business enterprises” or DBEs

- The United States Department of Transportation requires each state to maintain a Unified Certification Program (UCP) which includes acknowledgement by all public agencies in Idaho of ITD’s role in certifying DBE firms
  - As further identified in the attached IUCP Agreement (see Exhibit B), 49 CFR §26.81 (Code of Federal Regulations) requires federal transportation fund recipients of a state to create a UCP as part of each recipient’s DBE program

- This agreement was reviewed and approved by legal counsel

REQUEST: Authorize Public Works Director to sign Statement of Agreement for the Idaho Unified Certification Program with the Idaho Transportation Department.
STATEMENT OF AGREEMENT
Idaho Unified Certification Program
Attachment to IUPC Agreement

The Unified Certification Program process developed and implemented by the Idaho Transportation Department for the State of Idaho has been reviewed by the agency listed below. We acknowledge the IUPC Agreement is made and entered into by and between the participating agency noted below and the Idaho Transportation Department.

We recognize this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho as required by 49 CFR §26.81.

BY: ____________________________________________________________

DATE: __________________________________________________________

AGENCY: ________________________________________________________

ADDRESS: ______________________________________________________

PHONE: _________________________________________________________

EMAIL: _________________________________________________________

SIGNATURE: ______________________________________________________

RETURN STATEMENT OF AGREEMENT TO:

civilrights@itd.idaho.gov

Office of Civil Rights
Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83703-1129
Agreement Establishing
The Idaho Unified Certification Program
For the Disadvantaged Business Enterprise Program
in the State of Idaho

THIS AGREEMENT is made and entered into by and between the attached listed Recipients and the Idaho Transportation Department (ITD), each a recipient as that term is defined by 49 CFR §26.81 and in accordance with the ITD approved Disadvantaged Business Enterprise (DBE) Program.

WHEREAS, 49 CFR §26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient’s DBE program; and

WHEREAS, the parties require certification, renewal, and decertification of firms as a DBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR §26.81, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR §26 and to establish an Idaho Unified Certification Program (IUCP); and

WHEREAS, the governing board of each party has by resolution authorized the entering into of the Agreement and the establishment of the IUCP; and

WHEREAS, by that agreement each current recipient and/or future recipients identified by the ITD are bound by the requirements of the IUCP and agree to abide by the requirements of the IUCP which is a continuation of the ITD current and previous process.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

ARTICLE I: PURPOSES

The parties have entered into this Agreement for the purposes of creating an Idaho Unified Certification Program (IUCP) to be administered by the Idaho Transportation Department Office of Civil Rights (OCR). The ITD OCR will oversee the process for designation of a Certification Committee as stated in the approved ITD DBE Program under section III DBE Certification Process, A. Certification Committee. This Certification Committee will perform DBE certification, renewal, and decertification for Idaho recipients.

ARTICLE II: SERVICES

Section 2.1. Idaho Unified Certification Program

The IUCP is hereby created and implemented in accordance with 49 CFR §26.81, as amended.
a. The IUCP will follow all certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the ITD in its DBE Program. This is addressed in the DBE Program Plan in Subpart E – DBE Certification Procedures. The Application Procedure for Certification as follows:

i. Applications are conducted online at: https://itd.dbesystem.com

ii. The ITD DBE Program Coordinator reviews the application and documentation to verify that the information is complete and then requests that the appropriate district Safety Compliance Officer (SCO) perform an on-site review.

iii. The Certification Committee will meet every thirty (30) days or sooner if necessary. The Certification Committee will make eligibility decisions within 90 days of receipt of all required information.

iv. Out of state firms applying for certification must be certified within their home state to qualify for the Idaho program. On-site-reviews from the out-of-state applicant will be accepted from the home state certification entity. See Subpart E.4, “Interstate Certification”, in the DBE Program Plan.

v. A firm that believes that they have been wrongly denied certification may appeal in writing to the United States Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Program Division, 1200 New Jersey Avenue SE, Washington, D.C. 20590. Appeals must be submitted within ninety (90) days after certification has been denied.

vi. A firm that receives a Notice of Intent to Decertify may request an informal hearing by the selected Hearing Officer. Requests for an oral hearing must be submitted within 10 days of the notification and will be conducted within 30 days of receipt of the request. A hearing request for written arguments must be submitted within 30 days and then the selected Hearing Officer will make a decision within 30 days from receipt of the request. Any request for a hearing must be directed to Office of Civil Rights Manager (OCRM) at the Idaho Transportation Department, 3311 West State Street, Boise, Idaho 83703-1129.

vii. The Idaho electronic DBE Directory located on the ITD website will be updated with additions, deletions, and other changes as they occur. In addition to this update, upon request interested members of the IUCP will be notified of changes as they occur.

b. The IUCP will cooperate fully with oversight, review and monitoring activities of the United States Department of Transportation (USDOT) and its operating administrations.
c. The IUCP will implement USDOT directives and guidance concerning certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the approved ITD DBE Program Plan.

d. Each recipient party to this Agreement shall ensure that the IUCP has sufficient resources and expertise to carry out the requirements of 49 CFR §26 and §23. The ITD Office of Civil Rights is currently receiving appropriate resources to provide the needed actions to meet the requirements of 49 CFR §26 in the establishment and implementation of the IUCP.

e. The IUCP will be fully implemented within 120 days of the Secretary’s approval of the IUCP on the following schedule:

   i. Within 90 days of the Secretary’s approval of the IUCP, each party to this agreement will begin to utilize the unified procedures set forth in the IUCP Agreement.

   ii. Within 120 days after the Secretary’s approval of the IUCP, the Committee will begin to meet on a regular basis as required to certify DBE applicants.

   iii. Within 60 days after the Secretary’s approval the IUCP will post the unified DBE Directory on its website.

Section 2.2. Idaho Unified Certification Committee

The ITD/OCRM is identified as the administrator of the IUCP and responsible for the process for designation of the Certification Committee (Committee) which is established to administer the IUCP certifications as required by the approved ITD DBE Program Plan and CFR 49 §26, Subpart D and Subpart E and §23, Subpart C.

Section 2.3. DBE Directory

An online DBE Directory will be maintained by the ITD/OCR at https://itd.dbesystem.com.

Section 2.4. Classification of Business and Financial Information

Each recipient under this Agreement shall safeguard from disclosure to unauthorized person information that may reasonably be considered confidential business information consistent with Federal, State and local law.

ARTICLE III: TERM AND SCOPE OF AGREEMENT

Section 3.1. Term

This agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the IUCP by the Secretary of the USDOT. This Agreement
and the IUCP shall continue in force as long as required by federal laws and regulations, unless terminated pursuant to Section 3.2. of the Agreement.

Section 3.2. Early Termination

Any party to this Agreement may terminate its relationship to the IUCP upon a showing of non-recipient status, provided approval is given by USDOT for such termination.

Section 3.3. Limited Agreement

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the IUCP.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and attached:

IDAHO TRANSPORTATION DEPARTMENT

BY: ________________

BRIAN W. NESS, Director

DATE: 10/12/2017
RESOLUTION NO. ____

BY THE COUNCIL:

A RESOLUTION RELATING TO THE WASTEWATER SYSTEM OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DECLARING THE CITY’S OFFICIAL INTENT TO REIMBURSE CERTAIN AUTHORIZED REIMBURSABLE EXPENDITURES FROM THE WASTEWATER FUND OF THE CITY AND RELATING TO THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City (the “Council”), has determined that the interests of the community and the public interest and necessity require the immediate renovation, improvement, upgrading and betterment of the City’s wastewater system (the “System”) by undertaking the construction, installation, rehabilitation, improvements, work and purchases as more fully described in Section 3 of Ordinance No. 4362 adopted by the City Council on February 20, 2018 (the “Election Ordinance”), and all other related costs, items and appurtenances necessary, useful and convenient for the adequate collection and treatment of wastewater within the City (collectively, the “Project”); and

WHEREAS, the City Council and the Mayor have recommended that the financing, acquisition and construction of said Project be accomplished by certain Loan Offer, Acceptance and Agreements for Wastewater Treatment Design and Construct with the Idaho Department of Environmental Quality (“DEQ”) (collectively, the “Agreements”) and related documents, and with tax-exempt sewer revenue obligations to be issued by the City in one or more series in a total amount of up to $165,000,000 (the “Obligations”) evidencing the DEQ loans made under the Agreements (collectively, the “DEQ Loans”), and

WHEREAS, the City Council, by the Election Ordinance, ordered a special bond election to be held within said City on May 15, 2018, for the submission to the voters of the City the question of whether or not the City should issue the Obligations in one or more series, in an aggregate principal amount for all such Obligations of up to $165,000,000 for the purpose of defraying, in part, the cost of the Project; and,

WHEREAS, on May 21, 2018, the Canyon County Commissioners canvassed the returns of said special bond election and determined that the requisite majority of the qualified electors of said City had cast votes in the affirmative and that said proposition for the issuance of the Obligations had passed; and

WHEREAS, after the County Clerk had certified the above special bond election results to the City Clerk, on May 21, 2018, the City took action to have the results of said special bond election entered in the minutes of the Council and proclaimed as final; and

WHEREAS, the City reasonably intends to reimburse itself from proceeds of the DEQ Loans for certain expenditures on the Project (the “Reimbursable Expenditures”) paid by the City OFFICIAL INTENT RESOLUTION, P. 1
from its Wastewater Fund from November 23, 2018, a date that is 60 days prior to the adoption of this Resolution, and after the date hereof; and

WHEREAS, the City expects such reimbursement to occur not later than 18 months after the later of (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures; and

NOW, THEREFORE, IT IS RESOLVED as follows:

Section 1. The City intends to incur and pay for Reimbursable Expenditures from its Wastewater Fund, and hereby declares its intent and reasonable expectation to reimburse itself for those Reimbursable Expenditures from the proceeds of the DEQ Loans. Further, that each Reimbursable Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Reimbursable Expenditure), (b) a cost of issuance with respect to the Obligations or (c) a nonrecurring item that is not customarily payable from current City revenues.

Section 3. The maximum principal amount of the Obligations expected to be issued in one or more series to evidence the DEQ Loans used to finance the Project is up to $165,000,000.

Section 4. This declaration of official intention is made pursuant to Section 1.150-2, Code of Federal Regulations.

Section 5. This Official Action Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED by the City Council of the City of Nampa, Canyon County, Idaho, this 22nd day of January, 2019.

APPROVED by the Mayor of the City of Nampa, Canyon County, Idaho, this 22nd day of January, 2019.

CITY OF NAMPA, a municipal corporation of the State of Idaho

By: __________________________
    DEBBIE KLING, Mayor

ATTEST:

By: __________________________
    DEBORAH BISHOP, City Clerk

OFFICIAL INTENT RESOLUTION, P. 2
Resolution to Reimburse Wastewater Fund for Phase II Upgrades at Wastewater Treatment Plant
(Reviewed and Approved by Legal Counsel)

- The current wastewater system of the City (the “System”) is presently in need of renovation, improvement, upgrading and betterment to comply with certain state and federal regulations and rules, and which capital improvements are anticipated to be made in three separate phases between 2013 and 2031 (collectively, the “Project”)

- Phase I of the Project is currently under construction and will be completed by the end of 2019, with an estimated cost of $38,000,000 being funding by a $17M State Revolving Fund loan and sewer rates. Phase I of the Project includes, but is not limited to, the following capital improvements:
  - Retrofit of Aeration Basins Nos. 1 and 2
  - Construction of new Aeration Basin No. 3
  - Construction of a new primary effluent pump station
  - Construction of a new solids handling facility
  - Construction of Primary Digester No. 4

- Phase II of the Project is currently under preliminary design. The cost, including all incidental expenses, has been estimated to be approximately $189,900,000 with an anticipated completion date of fall 2025. Phase II of the Project includes, but is not limited to, the following capital improvements:
  - Construction of a new tertiary filtration facility
  - Construction of a new aeration basin and blower building
  - Construction of Final Clarifier No. 4, return activated sludge and waste activated sludge piping and pumping
  - Construction of a struvite mitigation system
  - Construction of an ultraviolet disinfection system
  - Expansion of anaerobic digestion capacity and solids thickening and dewatering facilities
  - Construction of pumping and conveyance of recycled water

- On February 20, 2018, City Council adopted an Election Ordinance to seek voter approval of the issuance of sewer revenue bonds in the aggregate principal amount of not more than $165,000,000 to finance a portion of Phase II of the Project (Ordinance No. 4362)

- On May 15, 2018, the sewer revenue bond election was held. Nampa citizens voted; eight-seven (87) percent of the ballots cast were in favor of the sewer revenue bond

- On May 21, 2018, Canyon County Commissioners canvassed the returns of the special bond election and determined the sewer revenue bond election passed
• On August 6, 2018, City Council authorized a professional services contract with Brown and Caldwell for the preliminary design of the Project

• On December 3, 2018, the Idaho Department of Environmental Quality (IDEQ) authorized the City to move forward with the $165,000,000 State Revolving Fund loan

• Currently, IDEQ and the City are preparing a loan agreement for the first installment, in the amount of $37,000,000 at 1.68 percent interest. Staff anticipates presenting the agreement to City Council for approval in February 2019

• A resolution has been prepared stating the City’s intent to incur and pay for reimbursable expenditures from its Wastewater Fund (see Exhibit A)

• The City’s legal counsel and bond counsel (Skinner Fawcett, LLP) have reviewed and recommend approval of the resolution

• Public Works staff have reviewed and recommend approval of the resolution

REQUEST: Authorize Mayor to sign resolution declaring the City’s intent to reimburse the Wastewater Fund for expenditures relating to the financing of the Phase II Upgrades at the Wastewater Treatment Plant.
RESOLUTION NO. ____

BY THE COUNCIL:

A RESOLUTION RELATING TO THE WASTEWATER SYSTEM OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DECLARING THE CITY’S OFFICIAL INTENT TO REIMBURSE CERTAIN AUTHORIZED REIMBURSABLE EXPENDITURES FROM THE WASTEWATER FUND OF THE CITY AND RELATING TO THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City (the “Council”), has determined that the interests of the community and the public interest and necessity require the immediate renovation, improvement, upgrading and betterment of the City’s wastewater system (the “System”) by undertaking the construction, installation, rehabilitation, improvements, work and purchases as more fully described in Section 3 of Ordinance No. 4362 adopted by the City Council on February 20, 2018 (the “Election Ordinance”), and all other related costs, items and appurtenances necessary, useful and convenient for the adequate collection and treatment of wastewater within the City (collectively, the “Project”); and

WHEREAS, the City Council and the Mayor have recommended that the financing, acquisition and construction of said Project be accomplished by certain Loan Offer, Acceptance and Agreements for Wastewater Treatment Design and Construct with the Idaho Department of Environmental Quality (“DEQ”) (collectively, the “Agreements”) and related documents, and with tax-exempt sewer revenue obligations to be issued by the City in one or more series in a total amount of up to $165,000,000 (the “Obligations”) evidencing the DEQ loans made under the Agreements (collectively, the “DEQ Loans”), and

WHEREAS, the City Council, by the Election Ordinance, ordered a special bond election to be held within said City on May 15, 2018, for the submission to the voters of the City the question of whether or not the City should issue the Obligations in one or more series, in an aggregate principal amount for all such Obligations of up to $165,000,000 for the purpose of defraying, in part, the cost of the Project; and,

WHEREAS, on May 21, 2018, the Canyon County Commissioners canvassed the returns of said special bond election and determined that the requisite majority of the qualified electors of said City had cast votes in the affirmative and that said proposition for the issuance of the Obligations had passed; and

WHEREAS, after the County Clerk had certified the above special bond election results to the City Clerk, on May 21, 2018, the City took action to have the results of said special bond election entered in the minutes of the Council and proclaimed as final; and

WHEREAS, the City reasonably intends to reimburse itself from proceeds of the DEQ Loans for certain expenditures on the Project (the “Reimbursable Expenditures”) paid by the City

OFFICIAL INTENT RESOLUTION, P. 1
from its Wastewater Fund from November 23, 2018, a date that is 60 days prior to the adoption of this Resolution, and after the date hereof; and

WHEREAS, the City expects such reimbursement to occur not later than 18 months after the later of (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures; and

NOW, THEREFORE, IT IS RESOLVED as follows:

Section 1. The City intends to incur and pay for Reimbursable Expenditures from its Wastewater Fund, and hereby declares its intent and reasonable expectation to reimburse itself for those Reimbursable Expenditures from the proceeds of the DEQ Loans. Further, that each Reimbursable Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Reimbursable Expenditure), (b) a cost of issuance with respect to the Obligations or (c) a nonrecurring item that is not customarily payable from current City revenues.

Section 3. The maximum principal amount of the Obligations expected to be issued in one or more series to evidence the DEQ Loans used to finance the Project is up to $165,000,000.

Section 4. This declaration of official intention is made pursuant to Section 1.150-2, Code of Federal Regulations.

Section 5. This Official Action Resolution shall be in full force and effect from and after its passage and approval, as provided by law

PASSED by the City Council of the City of Nampa, Canyon County, Idaho, this 22nd day of January, 2019.

APPROVED by the Mayor of the City of Nampa, Canyon County, Idaho, this 22nd day of January, 2019.

CITY OF NAMPA, a municipal corporation of the State of Idaho

By: ____________________________
DEBBIE KLING, Mayor

ATTEST:

By: ____________________________
DEBORAH ROSIN, City Clerk
PUBLIC HEARING
CREATION OF LOCAL IMPROVEMENT DISTRICT (LID)166
For Sidewalk Work in Zone ‘E’

- LID 166 will provide a funding mechanism for property owners within the identified boundaries, as shown on Exhibit “A” to construct or reconstruct curb, gutter, sidewalks, pedestrian ramps and drive approaches as an improvement to their property.

- The area identified in exhibit “A” contains approximately 4,872 parcels.

- Resolution of Intent number 63-2018 was passed by Nampa City Council December 3, 2018.

- Notice of public hearing on this resolution was published in the Idaho Press Tribune January 6 and 13, 2019.

- Per City Council’s direction to improve sidewalk conditions in Nampa and to search for 100 participants in this year’s LID, Engineering has completed the following:
  
  o Sent letters to the approximately 4,872 property owners in Zone E on June 11, 2018 inviting property owners to voluntarily participate and informing them that depending on the condition of the sidewalks at their property they may be required to participate.

- Engineering has met with around 101 property owners, nearly half of which have been voluntary:
  - Currently the Engineering Division has signed agreements to participate from:
    - 43 volunteer property owners
  - Estimates for the 58 remaining required properties have also been completed, and provided to the property owners.

- $350,000.00 is the total estimated cost for the improvements. An estimated $300,000.00 of this total will be assessed to property owners for the cost of improvements. $50,000.00 of the funds will be provided by Street Division for pedestrian ramps and alley approaches.

REQUEST: Council authorize creation of Sidewalk LID 166.
STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to RD (Two Family Residential) at 2008 W. Orchard Ave. for Pontifex Capital, LLC for Mattingly Creek Subdivision (ANN 105-18).

Applicant: Pontifex Capital, LLC; Taunton Group, Bob Taunton representing

File No: ANN 105-18
Prepared by: Norman L. Holm
Date: January 11, 2019

Requested Action: Annexation & Zoning to RD (Two Family Residential)

Purpose: For development of Mattingly Creek Subdivision (22 single-family residential lots & 3 common lots)

ANNEXATION AND ZONING CONCLUSIONS OF LAW

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.

ANNEXATION AND ZONING FINDINGS OF FACT

(PERTAINING TO THE PROPOSED ANNEXATION OF THE PROPERTY):

Zoning: Regarding Applicant’s Zoning Map Amendment Request (to RD) Staff finds:

1) Current Jurisdiction/Status: That the Property is currently within Nampa City’s Impact Area, is enclaved by lands within the incorporated limits of the City of Nampa and the Nampa Area of City Impact, and, is either owned or optioned by the Applicant or that the Applicant has the Property owner’s permission to apply for the entitlement application made the subject of this report; and,
2) **Current and Surrounding Zoning**: That the Property is presently under County jurisdiction; that City RS 6 PUD zoned land, already developed, lies to the north and west of, and abutting, the proposed Project; that land in the City, zoned RS 6 abuts the southern end/side of the Property, County land(s) abuts the Property on its eastern side -- see the attached Vicinity Map; and,

3) **Immediately Surrounding Land Uses**: Rural residential, open land and suburban single-family residential land uses surround or lie near the Property; and,

4) **Proposed Zoning**: That the proposed RD district, “...is intended to protect quiet residential areas now developed or developing, while at the same time allowing a limited increase in population density by permitting two (2), three (3), or four (4) attached dwelling units on a minimum sized lot. The maintenance of a desirable living environment is provided by means of the standards and requirements establishing minimum lot areas, yards and open spaces. A related consideration is to make it possible to more efficiently and economically design and install all public service facilities in terms of size and capacity adequately to meet the needs resulting from a defined intensity of land use”; and,

5) **Reasonable**: That it may be variously argued that consideration for annexing the Property is reasonable given that: a) the City has received an application to annex the Property by amending its official zoning map by the Property owner or an Applicant having a valid, legal interest in the same; and, b) annexation and zoning assignment is a legally recognized legislative act long sanctioned under American administrative law; and, c) that the Applicant intends to develop all or a portion of the Property; and, d) City utility services are, or may be made, available to the Property; and, e) emergency services are available to the Property; and, f) that the Property abuts City land zoned for residential (RS) subdivision development; and, g) land uses in the nearby area, and, more particularly site development both suggest that RD zoning would be an acceptable fit for the area (other properties) given that RS zoning was already approved for the properties to the east, north and south of the Property and that said zones, via Conditional Use Permit, allow the opportunity to developer two-unit, townhouse, residential structures – the RD Zone allows for the development of two-unit townhouse structures by right; and,

6) **Public Interest**: That Nampa has determined that it is in the public interest to provide varying residential-housing opportunities for its citizens and the current real estate market is pressing a need for additional housing inventory/product; and,

7) **Promotion of Zoning Purpose(s)**: That among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our zoning regulations, therefore, are standards governing [multi]residential development which appertain to allowable land uses, building setbacks, building aesthetics, provision of parking and service drives, property landscaping, etc. Staff notes that any site development will be regulated by, and through, the building permit review process and in accordance with the RD Zone’s already adopted regulations (e.g., standards that govern land use, building setbacks, landscaping, subdivision design, etc.); and,

8) **Comprehensive Plan**: The Property is positioned in a “Medium Density Residential” (LDR) “setting” per the Future Land Use Map associated with the City’s adopted Comprehensive Plan. Said setting sanctions buildout of residential subdivisions with net density yields of
less than 9.0 dwelling units/acre. The Development proposes a density of 6.29 dwelling units per acre; and,

9) **Services:** That utility and emergency services are, or can be made, available to the Property...

In summary, the Property may be annexed and zoned RD, and the Planning and Zoning Commission recommended approval to the City Council at their November 27, 2018 meeting. Given the findings RD zoning is an "entertainable" zone and recommended for imposition on/over the Property.

Staff has provided the Commission with all of the relevant report/packet documentation or visual information available to us at the time this report was generated. We anticipate that the Applicant's representative(s) may have visual displays of their concept plan for the build-out of the Property at the Commission's public hearing wherein the application package associated with this report will be vetted.

Notification of the City Council hearing was done in accordance with legal requirements. Agency/City department comments have been received regarding the entitlement request. Such correspondence, by way of information, as received from agencies or the citizenry regarding the application is hereafter attached to this report.

**RECOMMENDED CONDITIONS OF APPROVAL**

As Pertaining to the Annexation/Zoning Entitlement Request:
N/A at the time of this report's publication…a Development Agreement may be required, especially if Council wishes to regulate (generally) site design, dwelling unit density, building aesthetics or location placement above and beyond what the RD Zone prescribes [and in reaction to future, possible, building construction on the Property]; however, Staff finds no reason, in this instance, to recommend that course of action.

**ATTACHMENTS**

1) Annexation/Zoning Application (Page 4)
2) Zoning "Vicinity Map" (Page 5)
3) Mattingly Creek Preliminary Plat (Page 6)
4) Mattingly Creek Landscape Plan (Page 7)
5) Applicant's representative's Project narrative (Pages 8-9)
6) Aerial ArcGIS image of the Property and surrounds (Page 10)
7) Future Land Use Map pertaining to the Property (Page 11)
8) Inter-departmental/agency/citizen correspondence (Pages 12+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487  F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

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<th>capital, Llc</th>
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<tr>
<td>Street Address</td>
<td>1109 W. Main St., Suite 350</td>
<td>208-209-1179</td>
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<tr>
<td>City</td>
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<tr>
<td>Property Owner Name</td>
<td>Joseph &amp; Eva Nible</td>
<td>Home Number</td>
</tr>
<tr>
<td>Street Address</td>
<td>2008 W. Orchard Ave</td>
<td>208-283-6313</td>
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<tr>
<td>City</td>
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Applicant's interest in property: ( ) Own ( ) Rent (x) Other

ADDRESS OF SUBJECT PROPERTY:

Please provide the following required documentation

- Completed Application
- A copy of one of the following: ☑ Warranty Deed  ☐ Proof Of Option  ☐ Earnest Money Agreement
- Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

- State the zoning desired for the subject property: RD
- State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: see letter

Dated this 27 day of September, 2018

Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: ANN - 105 - 2018  PROJECT NAME: Annex & Zone to RD

12/11/13 Revised
Annexation and Zoning to RD
(Two-Family Residential) and
Subdivision Plat Preliminary
Approval for Mattingly
Creek Subdivision

2008 W ORCHARD AVE

Visit Planning & Zoning at citynampa.us for more info.

ANN-00105-2018
SPP-00032-2018

11/6/2018

For illustrative purposes only

Nampa, Idaho

The State of Idaho

Nampa Proud

C:\Users\quahambush\Desktop\PZ_Zoning_Area_dyn.mxd
Taunton Group
Community Development

September 28, 2018

Mr. Norman Holm, Director
Planning and Zoning Department
Nampa City Hall
411 3rd St. South
Nampa, ID 83651

Re: Mattingly Creek Project Description

Dear Mr. Holm,

On behalf of the applicant Pontifex Capital, LLC, I am pleased to submit the following applications for the Mattingly Creek project - Annexation/Rezone and Preliminary Plat. The property totals 3.50 acres and is located at 2008 W. Orchard Ave., approximately one-third mile east of Middleton Rd. in unincorporated Canyon County. The parcel number is R3138500000.

The site is generally south of the Silvercrest Estates subdivision and across Orchard Ave. from the Laurelwood and Lotus Springs subdivisions. The City of Nampa owns the property immediately to the west that is used for municipal irrigation purposes. Lands to the east are rural residential parcels also in unincorporated Canyon County.

Annexation/Zoning Application

The City’s Future Land Use Map designates the property as Medium Density Residential. The property is contiguous to the City of Nampa on its north, west, and south boundaries and located within the Enclave zoning district on the City’s Zoning Map.

The applicant is requesting the City annex the property and rezone it to the RD Two-Family (Duplex) Residential District to permit the development of 22 duplex units at a density of 6.29 units per acre. This density is at the mid-range of the 4-9 units per acre associated with the Medium Density land use designation as stated in the Comprehensive Plan.

Comprehensive Plan policies call for creating a range of housing opportunities and choices to accommodate a diverse population. The proposed development addresses the need for housing choice in a sector of the city that is dominated by single family detached housing. Given the affordability crises faced by current home purchasers in Nampa and across the Treasure Valley, Mattingly Creek represents a viable solution with smaller housing units on reduced lot sizes in a very efficient site plan. The duplex housing product provides usable yard space for each unit and is compatible with surrounding single family detached housing.
Preliminary Plat Application

The preliminary plat includes 22 buildable lots and 3 common lots. Access to the lots will be provided by a single street, Baldner Point, that will intersect with Orchard Ave. Because the subdivision is less than 29 residential lots, a secondary access is not required.

The project will dedicate additional right-of-way for Orchard Ave. and will provide two common area landscaped buffer lots adjacent the roadway. The buffer lots are 30 feet wide, which exceeds the required width of 25 feet. Orchard Ave. is designated a minor arterial within an 80-foot right-of-way.

The buildable lot sizes range from 3,719-7,919 square feet and meet the RD standards. Lot depths range from 86-117 feet and lot widths from 38-67 feet. The common wall of each duplex unit is located on the property line.

The current property owners who live on the property will be provided a life estate on Lot 21 to include the existing residence and an out building. At the termination of the life estate a lot line adjustment will be undertaken to reconfigure Lots 21 and 22 as east-west lots. In the interim Lot 22 will be accessed by an easement across Lot 21 and will remain without a housing unit until the reconfiguration.

Adequate City sewer, water, and pressurized irrigation facilities are available to the site. A common area parcel in the northeast corner of the subdivision will capture site drainage.

In addition to the preliminary plat, a preliminary landscape plan has been submitted that illustrates the landscape design for the buffer lots, Baldner Point streetscape, and the drainage lot.

I have included the application fee of $1,988.50 and an executed Affidavit of Legal Interest. Please contact me if you have any questions or require any additional information related to the applications. We look forward to working with City staff during the review of the applications.

Bob Taunton, Applicant Representative
Taunton Group, LLC
2724 S. Palmatier Way
Boise ID 83716
208-401-5505
bobtaunton@tauntongroup.com
DATE: November 20, 2018

TO: Planning and Zoning Commission

FROM: Daniel Badger, P.E.

SUBJECT: Mattingly Creek Subdivision, Preliminary Plat and Annexation

The Engineering Division has reviewed the preliminary plat for Mattingly Creek Subdivision and have the following comments:

- Annexation
  - As a condition of annexation 40-feet of right of way shall be dedicated north of the section line.

- Preliminary Plat
  - General
    - The City’s water and sewer and irrigation have adequate capacity to serve this development.
  - Roadway
    - Revise the centerline to top back of curb dimension to 24.5 feet.
    - The proposed location of Baldner Point Place does not comply with the City’s roadway spacing policy. As a condition of approval, the developer shall evaluate the existing and proposed Orchard Avenue improvements to determine if a modification of the stripping can be done to provide a left turn bay for Baldner Point Place and Lotus Springs Way. If this can be accomplished within the existing improvements the developer shall restripe Orchard to accomplish this.
Sylvia Mackrill

From: Alex Main  
Sent: Monday, November 05, 2018 9:50 AM  
To: Sylvia Mackrill  
Subject: Preliminary Plat Review - Mattingly Creek Subdivision  

Sylvia,

There are no Addressing/Street Naming comments for this plat. Thanks.

Alex Main  
GIS Tech I, Engineering  
O: 208.468.5475, F: 208.465.2261  
Nampa GIS, Like us on Facebook

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Hi Shellie,

Nampa Parks has reviewed the preliminary plat for Mattingly Creek Subdivision Project: SPP-00032-2018. We have no requests.

Thank you,

Cody Swander
Parks Superintendent
O: 208.468.5890, F: 208.465.2321
Nampa Parks – Facebook Page

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Shellie,  

Earl made the following notes on plants listed on plans in regards to trees:  

- Sweet Gum does not perform well in Nampa soil. Consider selection of different genus. They might consider looking through the updated tree guide for the Treasure Valley, see link below.

Memo

To: Planning and Zoning Commission & City Council
From: Karla Nelson, Community Planner
Date: November 9, 2018
Re: Mattingly Creek Subdivision Preliminary Plat – Comprehensive Plan and Safe Routes to School Review

Comprehensive Plan
Mattingly Creek Subdivision’s proposed land use and density aligns with the comprehensive plan future land use designation of Medium Density Residential. The development, if approved, would be in an enclaved area and would support several comprehensive plan goals related to infill development.

Safe Routes
Mattingly Creek is adjacent to Silvercrest Estates. From a walkability perspective it would be best if the subdivisions were connected with a pedestrian pathway. However, since Silvercrest has privately maintained roadways a pedestrian connection might not be feasible. None of the associated Vallivue School District schools are within walking district.

Associated Schools:

East Canyon Elementary – The school is 5.2 miles away.

Sage Valley Middle School – The school is 3.9 miles away.

Ridgevue High School – The school is 6.6 miles away.
October 16, 2018

Norman L. Holm, Planning & Zoning Dept.
Nampa City Hall
411 3rd Street South
Nampa, ID 83651

RE: SPP-0032-2018/ Mattingly Creek Subdivision; 2008 W. Orchard Avenue

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application, as it lies outside of our District boundaries. Please contact Mark Zirschky (208) 459-3617 of Pioneer Irrigation, at P.O. Box 426 Caldwell, ID 83606-0426.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. The developer must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvall
Crew Foreman
Nampa & Meridian Irrigation District

Cc
Office/ file
M. Zirschky, Pioneer Irrigation District
Good Afternoon Shellie,

Nampa Highway District #1 has no comment as the subject property is not within the Highway District’s jurisdiction.

Thank you,

Eddy

---

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

From: Shellie Lopez [mailto:lopesz@cityofnampa.us]
Sent: Wednesday, October 3, 2018 1:35 PM
To: Addressing; Ben Melody; Beth Ineck; Bill Hamlin; Bob Parsons; Bobby Sanchez; Brent Hoskins; Canyon County Commissioners (bocc@canyonco.org); Carl Miller; Carolyn Murray; Century Link; Chanee (grant@nmid.org); Chris Hopper; Cody Swander; Daniel Badger; David Palfreyman; deerflat@fws.gov; Don Barr; Eddy Thiel; Eric Shannon; Jared Bryan; Jason Kimball; Jay Young; Jeff Barnes; Jessica Mansell; Jim Brooks; Karla Nelson; Ken Couch; Ken Keene; Kent Lovelace; kfunte@idahopower.com; L Bishop; Melissa Close; Monica Taylor; Nampa Christian Schools; Neil Jones; Nick Lehman; nmid@nmid.org; Patrick Sullivan; Phillip Roberts; Pioneer Irrigation; pnisson@canyonco.org; Randy Dewey; Ray Rice; Reggie Edwards; Richard Davies; Robyn Sellers; Soyla Reyna; Steve Cope; Sylvia Mackrill; T McMillen; Tammy Wallen; Tim Wright; Tom Points; Vallivue School District; vcharles@idahopower.com
Subject: Mattingly Creek Subdivision at 2008 W. Orchard Ave. / ANN-00105-2018 & SPP-00032-2018

Good Afternoon Everyone! 😊

Re: ANN-00105-2018 & SPP-00032-2018

Pontifex Capital, LLC represented by Bob Taunton, Taunton Group LLC has submitted the following:

- Annexation and Zoning to RD (Two-Family Residential) for Mattingly Creek Subdivision at 2008 W. Orchard Ave. (A 3.5-acre portion of the SE ¼ of the SW ¼ of Section 17, T3N, R2W, BM).
- Subdivision Preliminary Plat Approval for Mattingly Creek Subdivision at 2008 W. Orchard Ave. (A 3.5-acre portion of the SE ¼ of the SW ¼ of Section 17, T3N, R2W, BM – 11 Two Unit Single Family Residential Attached lots on 3.5 acres for a total of 22 dwelling units on 3.5 acres or 6.29 dwelling units/gross acre).

These applications will go before the Planning & Zoning Commission as public hearing items on the November 27, 2018 agenda.

Please find attached the ANN-00105-2018 & SPP-00032-2018 files for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than November 14, 2018.
Building Department has no conditions at this time.

Good Afternoon Everyone! 😊

Re: ANN-00105-2018 & SPP-00032-2018

Pontifex Capital, LLC represented by Bob Taunton, Taunton Group LLC has submitted the following:
October 25, 2018

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>SPP-00032-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>MATTINGLY CREEK SUBDIVISION</td>
</tr>
<tr>
<td>Project Location</td>
<td>2008 West Orchard Avenue, south of SH-55 milepost 16.0</td>
</tr>
<tr>
<td>Project Description</td>
<td>Construct a subdivision consisting of 11 two-unit single family residential attached lots</td>
</tr>
<tr>
<td>Applicant</td>
<td>Bob Taunton, Taunton Group LLC</td>
</tr>
<tr>
<td>Representing</td>
<td>Pontifex Capital, LLC</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced preliminary plat application and has the following comments:

1. This project does not abut the State highway system.

2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

3. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

4. ITD does not object to construction of a subdivision consisting of 11 two-unit single family residential attached lots as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov
Communities in Motion 2040 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2040 (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals.

Development Name: Mattingly Creek (SPP-00032-2018)  
Agency: Nampa

CIM Vision Category: Existing Neighborhood

<table>
<thead>
<tr>
<th>New households: 22</th>
<th>New jobs: 0</th>
<th>Exceeds CIM forecast: No</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIM Corridor: N/A</td>
<td>Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.</td>
<td></td>
</tr>
<tr>
<td>Pedestrian level of stress: PG-13-Orchard</td>
<td>Housing within 1 mile: 4,480</td>
<td>A good jobs/housing balance - a ratio between 1 and 1.5 - reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.</td>
</tr>
</tbody>
</table>
| Bicycle level of stress: R-Orchard | Jobs within 1 mile: 2,970 | Nearest police station: 3.3 miles  
Nearest fire station: 0.6 miles |
| Housing within 1 mile: 4,480 | Jobs/Housing Ratio: 0.7 | Nearest bus stop: 1.7 miles  
Nearest public school: 0.8 miles  
Nearest public park: 2.7 miles  
Nearest grocery store: 1.3 miles |
| Farmland consumed: No | Development in farm areas decreases the productivity and sustainability of farmland.  
Farmland within 1 mile: 343 acres | Nearest police station: 3.3 miles  
Nearest fire station: 0.6 miles |

Recommendations

The nearest bus stop is approximately 1.5 miles away at the Karcher Mall. Karcher Mall provides service to several inter-county routes. ValleyConnect 2.0 identifies a new route with service at Orchard Avenue and Midland Road, approximately ½ mile away. This bus route would provide hourly service from Caldwell to Nampa via Ustick Road and Midland Blvd.

The adjacent neighborhood appears to provide two stub roads to the subject property. Using these stub roads can provide would reduce the walking distance of the nearby residents to Orchard Road and future transit service by half.

More information about COMPASS and Communities in Motion 2040:
Web: www.compassidaho.org  
Email info@compassidaho.org  
Planning & Zoning Department
Before the Nampa City Council
January 22, 2019

STAFF REPORT – PUBLIC HEARING

Variance of the number of Subdivision Identification Signs per entry allowed by the Nampa Sign Code – Table 10-23-20 (K) Permanent Signs for the RS zone from 1 to 2 signs per entry at 17447 N Can-Ada Rd. (VAR 061-18).

To: Mayor & City Council
Applicant: Craig Lunsford – Apex Sign Company for Toll Southwest LLC
File No: VAR 061-18

Prepared By: Norman L. Holm
Date: January 15, 2019

Requested Action: Variance(s) to Nampa City Code

Purpose: Variance of the number of Subdivision Identification Signs per entry allowed by the Nampa Sign Code – Table 10-23-20 (K) Permanent Signs for the RS zone from 1 to 2 signs per entry for Craig Lunsford – Apex Sign Company for Toll Southwest LLC (VAR 061-18).

GENERAL INFORMATION

Status of Applicant: Sign Contractor

Existing Zoning: RS 7 PUD (Single Family Residential 7,000 sq. ft.) Planned Unit Development

Location: Subdivision parcel situated at 17447 No. Can-Ada Road, Nampa, Idaho 83687 (Canyon Creek Subdivision) now referred to as “Fairhaven”.

Size of Property: An 85.02-acre parcel of land located in the SE ¼ of Section 1, T3N, R2W, BM
Surrounding Land Use and Zoning:
North- Single Family Residential, RS7 PUD
South- Single Family Residential, RS7 PUD
East- Single Family Residential, RS 8.5 and County Agricultural, AG
West- Single Family Residential, RS7 PUD

Comprehensive Plan Designation: Medium Density Residential

Applicable Regulations:

<table>
<thead>
<tr>
<th>Type of Land Use</th>
<th>Type of Sign</th>
<th>Number Allowed</th>
<th>Maximum Allowable Height Above Grade</th>
<th>Maximum Display Surface Area</th>
<th>Illumination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential subdivision</td>
<td>Subdivision identification (e.g., monument)</td>
<td>1 per entry</td>
<td>8'</td>
<td>64 sq. ft.</td>
<td>Indirect or internal</td>
</tr>
</tbody>
</table>

10-24-1: [Variance] Purpose:

The City Council is empowered to grant variances in order to prevent or to lessen practical development difficulties, unique site circumstances and unnecessary physical, geographical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain bulk or quantifiable regulations prescribed by zoning ordinance.

A variance shall not be considered a right or special privilege but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and b) the variance is not in conflict with the public interest. Hardships must result from special site characteristics relating to the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions, or from population densities, street locations or traffic conditions or other unique circumstances.

Variances are not intended to allow something that others do not have a permitted right to do. The purpose of a variance is to provide fair treatment and to see that individuals are not penalized because of site characteristics beyond their control. (Ord. 2140; amd. Ord. 2978)

10-24-2: Actions:

A. Granting Of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, on the basis of application, investigation and evidence submitted, the council concludes the following:

1) Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.
2) There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.

3) Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.

4) The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

5) The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

SPECIAL INFORMATION

Transportation: The proposed Subdivision entry monument signs awning signs are oriented to No. Can-Ada Road.

Environmental, Aesthetics/Landscaping: The proposed subdivision entry monument signs would be situated within entry landscaped areas on either side of E. Canyon Crossing Street (see attached sign elevations).

NARRATIVE/COMMENTS

To justify a Variance request, an applicant must argue successfully to the Council that there is some aspect of their property that physically, topographically, or, otherwise based on code requirements, puts them at a disadvantage in trying to accomplish what they wish (e.g., develop their land) in comparison to like properties. And where a site is clear of obstructions, easily or already flat graded (i.e., not adversely, topographically affected by a river, a highway or a mountain in the way, etc.), and, is of minimal dimensions per zoning code to be "buildable", then it is difficult to argue that a hardship is present that is not brought on by the applicant's proposed design or by their desire for economic gain.

If the City Council believes that there is no real topographical hardship associated with a variance application, then the applicant must argue that there is a "unique site circumstance" sufficient to justify their request. In times past, Variance Permits have been issued on a case by case basis where a unique situation could be determined to exist.

It will be up to the City Council to determine whether or not the applicant's rationale qualifies as a unique site circumstance providing the required justification for Variance approval.

The City Council is at liberty to either approve or deny a variance. And, your vote should not be construed as setting precedent, but consistency in the community/neighborhood and between applications is a desirable goal when dealing with case by case variance requests.

The applicant has indicated that other subdivisions in Nampa have erected dual entry signs in similar manner proposed by the applicant. Staff has not completed extensive research but agrees that to be the case. The applicant also indicates that most if not all jurisdictions in the treasure valley allow for dual subdivision entry signs.
The proposed variance, if approved, will allow 2 subdivision entry signs to be placed on either side of the entry from No. Can-Ada Rd. onto E. Canyon Crossing Street.

If the City Council is agreeable staff proposes an amendment to Sign Code Table 10-23-20 (J) which would officially allow subdivision dual entry signs.

**RECOMMENDED CONDITIONS OF APPROVAL**

Should the City Council vote to approve the requested sign variance, staff recommends the following conditions of approval:

1) A sign permit shall be applied for by the applicant, and reviewed, and approved by the City before the signs are installed, as authorized by the variance approval.

2) At the time of sign permit application, the design will need to show the sign’s footings and foundations and will be required to provide a minimum of five-feet (5') of clearance from the outside of the gravity irrigation pipe or manholes. The site plan scale will also be required to be a standard engineering scale with all points properly dimensioned.

3) The proposed signs shall not be placed in any required utility easement, vision triangle as defined by adopted City code or overhanging any public right-of-way.

4) The permit is valid for six (6) months during which time in order to be “vested” a sign permit application must be filed with the City of Nampa.

5) The variance permit is valid only for the signs reviewed and approved by the City Council in association with the variance approval.

6) The Signs shall otherwise comply with all requirements of the Nampa sign code excepting those waived as a result of the variance approval.

**ATTACHMENTS**

1) Variance application (Page 5)
2) Zoning/location/aerial map (Page 6)
3) Sign entry site plan (Page 7)
4) Sign elevation (Page 8)
5) Sign renderings north and south (Page 9)
6) Agency or other correspondence (Pages 10-12)
APPLICATION FOR VARIANCE
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $255.00

Applicant Name: CRAIG LUNSFORD  APEX SIGN CO.
Home Number
Street Address: P.O. BOX 2002
Mobile Number
City: EAGLE  State: ID  Zip code: 83616
Email: APEXSIGNSB05E@GMAIL.COM

Property Owner Name: TOLL BROTHERS
Home Number
Street Address: 3103 W. SHEARL DR.
Mobile Number
City: MERIDIAN  State: ID  Zip Code: 83642
Email: CHAD@WCOMSWA.COM

Address of Subject Property: (X) Own  ( ) Rent  ( ) Other

Please provide the following required documentation
✓ Completed Application
✓ A copy of one of the following: □ Warranty Deed  □ Proof Of Option  □ Earnest Money Agreement
✓ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
   (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that
   the person signing is an authorized agent)
✓ Original Legal description of property AND a legible WORD formatted document. (Must have for final
   recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
➢ State the nature of the variance request and the practical difficulty or unnecessary hardship, which
   would result from a literal interpretation and enforcement of the specific regulation for which the
   variance is being sought, (attach additional pages if necessary): MFG AND INSTALL (2) ENTRY SIGNS

Dated this 10TH day of DECEMBER, 2018

Applicant Signature

PLEASE NOTE
This application will be referred to the Nampa City Council for its consideration. The City Council shall hold a public hearing on
the application and it shall be granted or denied. Notice of the public hearing shall be sent to adjacent property owners no less
than 10 or more than 30 days prior to the hearing. You will be given notice of the public hearing and should be present to answer
any questions.

A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:
1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or
   vicinity, and
2. The variance is not in conflict with the public interest.
Variances are not intended to allow something that others do not have a permitted right to do.
The use or construction permitted by a variance must be commenced within a 6-month period. If such use or construction has not
commenced within such time period, the variance shall no longer be valid. Prior to the expiration of the 6-month period the
applicant may request from the city Council an extension for up to an additional 6 months from the original date of approval.

OFFICE USE ONLY
FILE NUMBER: VAR- 061 - 2013  PROJECT NAME  To allow 2nd Sub Entry Sign

12/11/13 Revised
FAIRHAVEN SUBDIVISION
ENTRY SIGN SITE PLAN
2 EACH SUBDIVISION ENTRY SIGNS

STRUCTURE
ANGLE IRON FRAME WITH OSB OVERLAY
STONE BASE - CHIEF JOSEPH STONE VENEER (BY OTHERS)

PLANTER
WOOD DECKING, STAINED ACORN BROWN

DEER GRAPHIC
.125 ALUMINUM, PAINTED BROWN. FLUSH MOUNTED TO WALL

SUBDIVISION NAME
REVERSE PAN CHANNEL LETTERS. FABRICATED OUT OF
ALUMINUM, PAINTED DARK BRONZE. ILLUMINATION: WHITE
LED HALO ILLUMINATION
FOUNDATION DETAIL
(3) SECTIONS OF 6" STEEL PIPE EMBEDDED INTO 3' x 4' x 3'-6" DEEP CONCRETE
Date: January 7, 2019

To: Planning and Zoning

Cc: Daniel Badger, P. E., City Engineer

Cc: Tom Points, P. E., Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Subject: Variance – Number of subdivision entrance signs permitted

Applicant: APEX Sign Co., Craig Lunsford, representing Toll Southwest, LLC.

Applicant Address: P. O. Box 2002, Eagle, Idaho 83616

Owner: Toll Southwest, LLC.

Owner Address: 3103 W. Sheryl Dr., Meridian, Idaho 83642

Parcel Address: 17447 No. Can-Ada Road, Nampa, Idaho 83687 (Canyon Creek Subdivision)

VAR-00061-2018 for the January 22, 2019 City Council Meeting

Applicant is desirous to increase number of subdivision identification signs from one to two per entrance.

The Engineering Division does not oppose granting of this variance. However, the applicant is cautioned that at time of permit application, design will need to show the sign’s footings and foundations and will be required to provide a minimum of five-feet (5’) of clearance from the outside of the gravity irrigation pipe or manholes. Site plan scale will also be required to be a standard engineering scale with all points properly dimensioned.
January 7, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>VAR-00061-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>SUBDIVISION IDENTIFICATION SIGNS</td>
</tr>
<tr>
<td>Project Location</td>
<td>East of Can Ada Road approximately 0.40 miles north of the intersection of Can Ada Road and Cherry Lane, north of I-84 milepost 37.5</td>
</tr>
<tr>
<td>Project Description</td>
<td>A variance request to increase the allowable number of subdivision identification signs per entry.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Craig Lunsford, Apex Sign Company</td>
</tr>
<tr>
<td>Representing</td>
<td>Toll Southwest, LLC</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced variance application and has the following comments:

1. This project does not abut the State highway system.
2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
3. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.
4. ITD does not object to the variance request as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov
January 7, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE:  VAR-00061-2018/ Fairhaven Signs

Dear Norm,

Nampa & Meridian Irrigation District (NMID) has no comment, provided no irrigation facilities are impacted on a case-by-case basis. Easements of irrigation facilities need to be honored and allow for comment by easement holders prior to placement.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, NMID will need to review drainage plans. The developer must comply with Idaho Code 31-3805.

Please feel free to contact me with any further questions

Sincerely,

David T. Duvall
Crew Foreman
Nampa & Meridian Irrigation District
DTD/ gnf

Cc: Office/ file
**IMPACT FEE CHANGES**

ESTIMATED TIMELINE SERVES AS GUIDELINE | SUBJECT TO CHANGE

<table>
<thead>
<tr>
<th>AUGUST 29</th>
<th>OCTOBER 22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact Fee Advisory Meeting</td>
<td>Impact Fee Advisory Meeting</td>
</tr>
</tbody>
</table>

2018

<table>
<thead>
<tr>
<th>NOVEMBER 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Report at Nampa City Council regarding the proposed Capital Improvement Plan and Impact Fees for Streets.</td>
</tr>
</tbody>
</table>

2019

<table>
<thead>
<tr>
<th>JANUARY 22*</th>
</tr>
</thead>
</table>
| PUBLIC HEARING at Nampa City Council  
Public invited to provide feedback for council consideration starting at 7:00 p.m. for Proposed Capital Improvement Plan and Impact Fees. Nampa City Council anticipated to vote on changes at February 4 council meeting.  
*Council meeting on Tues., Jan. 22 due to Monday holiday. |

<table>
<thead>
<tr>
<th>JUNE 4</th>
</tr>
</thead>
</table>
| Estimated effective date of updated impact fees  
(Effective 120 days after February 4 City Council approval). |

2018

<table>
<thead>
<tr>
<th>JULY 25</th>
<th>SEPTEMBER 19</th>
<th>OCTOBER 29</th>
<th>NOVEMBER 15</th>
<th>DECEMBER 11</th>
<th>FEBRUARY 4</th>
</tr>
</thead>
</table>
| Impact Fee Advisory Meeting | Impact Fee Advisory Meeting | P&Z/City Council Workshop | Comprehensive Plan Advisory Meeting #2 focused on future land use map | **PUBLIC HEARING at Planning and Zoning Meeting**  
Planning & Zoning voted to recommend updated Improvement Plan/Impact fees for police, fire, parks, and streets as an amendment to the Nampa Comprehensive Plan per IC 67-6509 to Nampa City Council. | Nampa City Council action item for adoption of Proposed Capital Improvement Plan and Impact Fees. (Note: Final approved impact fee changes to take effect 120 days after final City Council vote/approval.) |
CITY OF NAMPA
IMPACT FEE UPDATE OCTOBER 2018

WHAT ARE IMPACT FEES?

New development results in additional tax revenue, but this increase is rarely enough to pay to offset both the capital and operational costs required to serve new growth.

Impact fees are a funding mechanism to allow growth to pay its share of the cost of new capital infrastructure required to continue to provide the current level of service as demands for services increase. For example, new development brings with it more vehicles using streets, increased calls for public safety, and increases in the number of people using parks. To keep the level of service from declining, the City has to widen and signalize streets to avoid increased congestion, build and equip new fire and police facilities to respond as quickly to calls for assistance, and build new parks and recreation facilities.

Impact fees are collected when building permits are paid. They are assessed per residential unit and per non-residential square foot. They cannot be used to fix current deficiencies in service or to fund operations like staff or building maintenance.

Idaho State Statute governs the manner in which impact fee must be calculated. This includes projecting future growth, identifying current service levels, the development of a capital improvement plan (CIP), and the determination of growth’s share of the cost of each project. Growth’s total share of each CIP is then divided by the number of units of projected growth, resulting in an impact fee that will generate the amount necessary to complete the CIP over ten years.

WHY IS THE CITY UPDATING FEES NOW?

The City of Nampa routinely updates its impact fee program as required by law to ensure developers are not paying more or less than their share of the capital costs to serve new growth. The last update was conducted in 2016. As the City was still coming out of the recession at that time, growth projections used in that update were conservative. As a result, some fire and parks projects were deferred and a decision was made to suspend police impact fees until the City could determine how growth would impact its long-term facility planning. Updated growth projections now indicate a need to plan for the funding of these facilities.

Growth in the unincorporated area around the City of Nampa is projected to be significant. The City previously had no mechanism to assess impact fees on new development in this area, even though that growth increased demand for services like fire response. In this update, growth in the unincorporated area has been considered and the Rural Fire District intends to collect impact fees. This will allow fire stations to be built as growth occurs and where it occurs, ensuring that current response times are maintained.

In the past, impact fees for streets were only calculated to recover the cost of intersections and bridge work associated with new growth. The cost of widening or adding new roadways for growth was not included in the fee calculation. Unfortunately, this practice has required existing taxpayers to either fund these projects, developers to provide a portion of these project through negotiated exactions, or the City to allow for increased congestion. As a result, existing roadways and roadways required for growth have not been adequately funded. Unless these projects are funded in the future, growth will result in significant increases in congestion.
The City recently completed an update of its Transportation Master Plan, and has prepared a capital improvement plan to address the most pressing needs over the next ten years – including roadway widening projects and interchanges – at a cost of $195 million. Staff is proposing to fund 65% of this CIP with State and other grants; 21% with impact fees for growth-related projects; and the remaining 13% by increasing the annual allocation of existing revenue sources from all city taxpayers toward street priorities. In this way, all users of Nampa’s transportation infrastructure will be paying their share.

WHAT CAPITAL PROJECTS WILL THESE IMPACT FEES HELP FUND?

A complete list of all projects included in the calculations of the updated impact fees can be found within the Draft Impact Fee Study by Galena Consulting. In brief, the fees will fund the growth-related portion of the following:

- Police substation, vehicles and apparatus to support the addition of at least 26 new officers;
- Two new fire stations and associated apparatus;
- The development of Orah Brandt and Midway Parks and construction of an additional pool;
- 32 streets projects to alleviate intersection congestion, and 10 roadway widening projects

WHAT ARE THE UPDATED FEES AND HOW DO THEY COMPARE TO CURRENT FEES?

The fees per residential unit and non-residential square foot necessary to pay for the growth-related portion of the above projects, compared to the impact fees currently being assessed are shown in the chart to the left.

Police fees would increase as development has not been paying for Police capital since 2016.

Fire fees would increase in order to enable the construction of two new needed fire stations instead of just one.

Parks fees would increase to allow for a third pool to be constructed.

Updated streets fees cannot reasonably be compared to current fees as these fees have not been used to pay for roadway improvements in the past.
HOW DO THESE FEES COMPARE TO IMPACT FEES IN OTHER CITIES IN THE VALLEY?

A comprehensive comparison chart is shown on page 37 of the Draft Impact Fee Report. In brief:

- Police impact fees will be higher than Boise, Caldwell, Meridian and Kuna’s current fees. Most of these cities are currently updating their fees which will likely lessen the difference, however.

- Fire fees will continue to be the lowest among the comparison cities with the exception of Boise, which will be updating their fees next year. This is possible because the City is proposing to share the cost of this infrastructure with new growth in the unincorporated Fire District as well.

- Parks fees will be higher than Caldwell and Kuna; similar to fees in Meridian (which are currently being updated), Eagle and Boise; and lower than fees in Star and Middleton.

- Streets fees will be almost identical or slightly less than those paid by all new development in Ada County. Caldwell and Middleton do not currently have impact fees for streets.

WHAT CONSIDERATION IS BEING PROPOSED TO MITIGATE THE IMPACT OF THE INCREASE OF THESE FEES ON DEVELOPERS?

The City has a Development Impact Fee Advisory Committee, which is integral to the development and review of the fee update process. The majority of the members on the committee represent the interests of the development community. Members are also appointed to represent the viewpoints of existing residents as the City plans for growth.

The Advisory Committee has recommended the following considerations to mitigate the impact these fee increases may have on developers:

1. Modifications to City Code and internal operating procedures regarding exactions. Specifically, the construction of impact-fee eligible roadway improvements on the Streets Capital Improvement Program should not be required from new developments unless an offsetting credit is made to that development’s impact fees. Right of way dedication would remain a requirement of annexation or plat action.

2. Allow for a negotiated process regarding the requirement of exactions versus the assessment of the new impact fee schedule on developments already approved but not yet constructed.

3. Extend the effective date of any changes to the impact fee ordinance from the State-allowed 30 days to 120 days to provide time to communicate the new fee schedule to the development community as well as time for developers to plan to finance the increases in fees or submit for permit in advance of the effective date.

4. Allow any development or phase of development that has installed collector or arterial roadway frontage improvements to fall under the existing street impact fee schedule until a date 90 days after the general effective date of the new fees.

5. Develop a communication for the public and the development community explaining the reasons for the increases in impact fees and the possible offsetting reduction in exactions on roadways prior to implementation.
Nampa Impact Fee Update
Police, Fire, Parks and Streets

October 29, 2018
Why Impact Fees?

New growth brings with it additional tax revenue, but it does not generate enough to cover both the operational and capital expenses required to serve new growth.

Result → Capital projects (streets, fire stations, etc.) don’t get built and service level suffers.

Impact fees allow new growth to pay its share of the capital infrastructure needed to continue the current level of service, without being subsidized by existing taxpayers.
What Are Impact Fees?

Fees paid by new development projects as a condition of permit approval to support capital infrastructure needed to serve the proposed development.

Fees are calculated to cover a proportionate share of the capital cost for that infrastructure.

Cannot be used to cure deficiencies, or pay for operating expenses.
Methodology

Numerator: what you need to build or buy to support future growth

÷

Denominator: who is coming
(# of residential units/non-residential square feet)

= Full Cost Recovery Impact Fee per unit
Why Update Now?

- The rate of growth and pattern of development has changed significantly enough since 2016 that previous growth assumption need to be updated.
- Costs for construction and land have significantly increased since 2016.
- The City has a new Mayor, many new Council Members, and a new Police and Fire Chief since the last update – new directions for service delivery.
- Opportunity to collaborate with Rural Fire District to collect fees from all new development requiring fire services.
- Proposed policy shift on funding for streets
GROWTH PROJECTIONS: Police and Parks
# Updated Growth Projections – City of Nampa

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2028</th>
<th>Net Growth</th>
<th>Net Growth in Square Feet (1)</th>
<th>Percent of Total Growth in SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>101,820</td>
<td>124,062</td>
<td>22,242</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential (in units)</td>
<td>30,300</td>
<td>40,000</td>
<td>9,700</td>
<td>17,145,000</td>
<td>80%</td>
</tr>
<tr>
<td>Nonresidential (in sq ft)</td>
<td>10,716,923</td>
<td>14,916,923</td>
<td>4,200,000</td>
<td>4,200,000</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Square Footage Growth =</td>
<td>21,345,000</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
POLICE CIP AND IMPACT FEE CALCULATION
DRAFT Police 10-Year Capital Improvement Plan

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>Square Footage</th>
<th>CIP Value</th>
<th>Growth Portion</th>
<th>Amount to Include in Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Facility - growth portion</td>
<td>18,200</td>
<td>$4,022,200</td>
<td>100%</td>
<td>$4,022,200</td>
</tr>
<tr>
<td>Police Training Facility</td>
<td>29,913</td>
<td>$5,875,839</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Replacement</td>
<td>$</td>
<td>$4,983,800</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>13 patrol vehicles - Growth Related (2 per car)</td>
<td>$</td>
<td>$819,000</td>
<td>100%</td>
<td>$819,000</td>
</tr>
<tr>
<td>Additional 10 patrol vehicles for increase in service level</td>
<td>$</td>
<td>$630,000</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Ancillary Equipment - Growth Related</td>
<td>$</td>
<td>$258,000</td>
<td>100%</td>
<td>$258,000</td>
</tr>
<tr>
<td>Total Infrastructure</td>
<td>$16,588,839</td>
<td>$5,099,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus Impact Fee Study</td>
<td>$6,000</td>
<td>100%</td>
<td>$6,000</td>
<td></td>
</tr>
<tr>
<td>Plus Standard of Cover Analysis</td>
<td>50,000</td>
<td>100%</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Minus Fund Balance</td>
<td>$820,800</td>
<td></td>
<td>$820,800</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL GROWTH RELATED CIP</strong></td>
<td>$15,824,039</td>
<td>$4,334,400</td>
<td></td>
<td>$11,489,639</td>
</tr>
</tbody>
</table>

26 additional officers needed for growth to continue current service level of 1.15 officers per 1,000 residents
### Impact Fee Calculation

| Amount to Include in Fee Calculation | $4,334,400 |
| Distribution of Future Land Use Growth | |
| Residential | 80% |
| Nonresidential | 20% |

**Future Assets by Land Use**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$ 3,481,531</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ 866,880</td>
</tr>
</tbody>
</table>

**Future Land Use Growth**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>9,700</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>4,200,000</td>
</tr>
</tbody>
</table>

**Impact Fee per Unit**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$ 359</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ 0.21</td>
</tr>
</tbody>
</table>

### Change in Police Impact Fees from 2016

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Current Fees</th>
<th>Change</th>
<th>Current Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$ -</td>
<td>$ 359</td>
<td>$ 566</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ -</td>
<td>$ 0.21</td>
<td>$ 0.31</td>
</tr>
</tbody>
</table>

Increase in fee reflects change from 2016 hold on police fees.
PARKS CIP AND IMPACT FEE CALCULATION
<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>CIP Value (^{(1)})</th>
<th>Growth Portion</th>
<th>Amount to Include in Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New Park Acreage</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of 69 City-owned acres (Orah Brandt, Midway, Dog Park)</td>
<td>$15,387,000</td>
<td>100%</td>
<td>$15,387,000</td>
</tr>
<tr>
<td>Trail Development - funded by TAP grant</td>
<td>$1,650,850</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Parks Amenities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Pool to serve new growth</td>
<td>$2,500,000</td>
<td>100%</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Soccer Park 45 acres</td>
<td>$11,160,000</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Lighting for Adult Softball</td>
<td>$500,000</td>
<td>22%</td>
<td>$109,222</td>
</tr>
<tr>
<td>1 Skate park</td>
<td>$750,000</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Equipment and Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Growth related equipment and vehicles</td>
<td>$375,636</td>
<td>100%</td>
<td>$375,636</td>
</tr>
<tr>
<td><strong>Total Infrastructure</strong></td>
<td>$32,323,486</td>
<td>100%</td>
<td>$18,371,858</td>
</tr>
<tr>
<td><strong>Plus Cost of Fee-Related Research</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impact Fee Study</td>
<td>$6,000</td>
<td>100%</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>Minus Existing Assets</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>$1,893,227</td>
<td>100%</td>
<td>$1,893,227</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$30,436,259</td>
<td></td>
<td>$16,484,631</td>
</tr>
</tbody>
</table>

Approximately 70 acres to continue current level of service of 3.2 acres per 1,000 population
# DRAFT Parks Impact Fee Calculation

## Impact Fee Calculation

| Amount to Include in Fee Calculation  | $ 16,484,631 |
| Distribution of Future Land Use Growth  | Residential 100%, Nonresidential 0% |
| Future Assets by Land Use | Residential $ 16,484,631, Nonresidential $ - |
| Future Land Use Growth  | Residential 9,700, Nonresidential - |
| Impact Fee per Unit | Residential $ 1,699, Nonresidential $ - |

<table>
<thead>
<tr>
<th>Current Fees</th>
<th>$$ Change</th>
<th>Current Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$ 1,242</td>
<td>$ 457</td>
</tr>
</tbody>
</table>

Increase in fee related primarily to addition of pool to respond to demand from growth
FIRE CIP AND IMPACT FEE CALCULATION
Fire District Impact Fees - Update

- Fire Districts in Ada/Canyon County facing some of the most significant growth in the valley. They only have one source of revenue – property taxes – which are not growing fast enough to fund new stations and additional staff.

- Districts can assess impact fees, but they need the City/County to collect them for the District.

- 10 Fire Districts, including Nampa Fire Protection District are currently preparing impact fee studies to present to the cities/counties they serve and request collection.

- By developing fire impact fees for the City and District together, growth in the unincorporated area can “pay its share”
<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2028</th>
<th>Net Growth</th>
<th>Annual Growth Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Population</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nampa City</td>
<td>101,820</td>
<td>124,062</td>
<td>22,242</td>
<td>2.2%</td>
</tr>
<tr>
<td>Rural Fire</td>
<td>19,500</td>
<td>31,487</td>
<td>11,987</td>
<td>6.1%</td>
</tr>
<tr>
<td></td>
<td>121,320</td>
<td>155,549</td>
<td>34,229</td>
<td>2.8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2028</th>
<th>Net Growth</th>
<th>Net Growth in Square Feet (1)</th>
<th>Percent of Growth in SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>121,320</td>
<td>155,549</td>
<td>34,229</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential (in units)</td>
<td>36,103</td>
<td>49,370</td>
<td>13,267</td>
<td>26,534,278</td>
<td>85%</td>
</tr>
<tr>
<td>Nonresidential (in square feet)</td>
<td>10,716,923</td>
<td>15,316,923</td>
<td>4,600,000</td>
<td>4,600,000</td>
<td>15%</td>
</tr>
<tr>
<td>Total Square Footage Growth =</td>
<td>31,134,278</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
## DRAFT Fire 10-Year Capital Improvement Plan

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>CIP Value</th>
<th>Growth Portion</th>
<th>Amount to Include in Fees</th>
<th>Amount from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Facilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station #6 - Southwest</td>
<td>$ 3,000,000</td>
<td>100%</td>
<td>$ 3,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Fire Station #7 - location TBD</td>
<td>$ 4,000,000</td>
<td>100%</td>
<td>$ 4,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Remodel Station #2 and #4 for squad vehicle capability</td>
<td>$ 150,000</td>
<td>100%</td>
<td>$ 150,000</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Engine for Fire Station #6</td>
<td>$ 650,000</td>
<td>100%</td>
<td>$ 650,000</td>
<td>$ -</td>
</tr>
<tr>
<td>1 Engine for Fire Station #7</td>
<td>$ 650,000</td>
<td>100%</td>
<td>$ 650,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Quint/ladder truck for growth</td>
<td>$ 800,000</td>
<td>100%</td>
<td>$ 800,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Squad vehicle</td>
<td>$ 230,000</td>
<td>100%</td>
<td>$ 230,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Growth related support vehicles</td>
<td>$ 228,000</td>
<td>100%</td>
<td>$ 228,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Scheduled apparatus/vehicle replacement</td>
<td>$ 5,052,000</td>
<td>0%</td>
<td>$</td>
<td>$ 5,052,000</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCBA Replacement</td>
<td>$ 600,000</td>
<td>0%</td>
<td>$</td>
<td>$ 600,000</td>
</tr>
<tr>
<td>SCBA for Stations #6 and #7</td>
<td>$ 114,000</td>
<td>100%</td>
<td>$ 114,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Station #1 Air Compressor</td>
<td>$ 45,000</td>
<td>0%</td>
<td>$</td>
<td>$ 45,000</td>
</tr>
<tr>
<td>2 additional Cardiac Monitors</td>
<td>$ 46,000</td>
<td>100%</td>
<td>$ 46,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Cardiac Monitor Replacement - 1 per year</td>
<td>$ 252,500</td>
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<tr>
<td>Growth-Related Research - Standard of Cover update</td>
<td>$ 40,000</td>
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<td><strong>Total Growth-Related Capital Improvement</strong></td>
<td>$ 15,857,500</td>
<td>$ 9,908,000</td>
<td>$ 5,949,500</td>
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<tr>
<td>Plus Impact Fee Study</td>
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<td>Minus Impact Fee Fund Balance</td>
<td>$ 1,193,676</td>
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<td><strong>TOTAL GROWTH RELATED CIP</strong></td>
<td>$ 14,669,824</td>
<td>$ 8,720,324</td>
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</table>
## DRAFT Fire Impact Fee Calculation

### Impact Fee Calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Amount to Include in Fee Calculation</td>
<td>$8,720,324</td>
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<tr>
<td>Distribution of Future Land Use Growth</td>
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<tr>
<td>Residential</td>
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<tr>
<td>Nonresidential</td>
<td>15%</td>
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<tr>
<td>Future Assets by Land Use</td>
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</tr>
<tr>
<td>Residential</td>
<td>$7,431,921</td>
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<td>Nonresidential</td>
<td>$1,288,403</td>
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<td>Future Land Use Growth</td>
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<tr>
<td>Residential</td>
<td>13,267</td>
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<tr>
<td>Nonresidential</td>
<td>4,600,000</td>
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<td>Impact Fee per Unit</td>
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<td>Residential</td>
<td>$560</td>
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<tr>
<td>Nonresidential</td>
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### Current Fees Change Investment

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<th>Current Change</th>
<th>Current Investment</th>
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<tr>
<td>Residential</td>
<td>$185</td>
<td>$375</td>
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<tr>
<td>Non-residential</td>
<td>$0.12</td>
<td>$0.16</td>
<td>$0.31</td>
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Increase in fee reflects need for 2 stations in 10 years instead of just one; but cost spread among City and District, so fee is less than it would otherwise be.
STREETS CIP AND IMPACT FEE CALCULATION
Streets – Strategic Direction

• Road projects have never been included in impact fee calculations; City relied on exactions and subsidy from tax revenues, or projects got deferred → decreased level of service/increased congestion

• Nampa has been spending approx. $3.5M per year on ALL streets projects (capital and maintenance) → continuation of this funding level will reduce current level of service from D to F.

• Transportation Master Plan indicates it will take $194 million, or almost $20 million per year to meet citizen expectations, stop service level decline, improve safety, provide connectivity and support future growth
## DRAFT Streets 10-Year Capital Improvement Plan

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Cost</th>
<th>Percent Match</th>
<th>Other Agency Costs</th>
<th>City of Nampa Cost (Impact and City Funds)</th>
<th>Percent Impact Fee Eligible</th>
<th>Amount to include in impact fees</th>
<th>Amount from Other City Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middleton/Smith</td>
<td>$747,000</td>
<td>7.34%</td>
<td>$692,170</td>
<td>$54,830</td>
<td>55%</td>
<td>$30,156</td>
<td>$24,673</td>
</tr>
<tr>
<td>Holly/Colorado</td>
<td>$845,000</td>
<td>7.34%</td>
<td>$782,977</td>
<td>$62,023</td>
<td>55%</td>
<td>$34,113</td>
<td>$27,910</td>
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<tr>
<td>Midland/Ustick</td>
<td>$60,000</td>
<td>7.34%</td>
<td>$60,000</td>
<td>$60,000</td>
<td>55%</td>
<td>$33,000</td>
<td>$33,000</td>
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<tr>
<td>Middleton/Lonestar</td>
<td>$1,300,000</td>
<td>7.34%</td>
<td>$1,204,580</td>
<td>$95,420</td>
<td>55%</td>
<td>$52,481</td>
<td>$42,939</td>
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<tr>
<td>S Kings Road/E Victory Road</td>
<td>$1,589,000</td>
<td>7.34%</td>
<td>$1,530,000</td>
<td>$59,000</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
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<tr>
<td>N Midland Blvd/Marketplace Blvd</td>
<td>$1,530,000</td>
<td>7.34%</td>
<td>$1,226,600</td>
<td>$304,400</td>
<td>55%</td>
<td>$841,500</td>
<td>$688,500</td>
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<tr>
<td>7th Ave S/7th Street S</td>
<td>$1,226,600</td>
<td>7.34%</td>
<td>$1,226,600</td>
<td>$0</td>
<td>55%</td>
<td>$674,630</td>
<td>$551,970</td>
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<tr>
<td>11th Ave N/Garrity (east leg) and N Franklin Blvd</td>
<td>$2,866,500</td>
<td>30%</td>
<td>$2,006,550</td>
<td>$859,950</td>
<td>55%</td>
<td>$472,973</td>
<td>$386,978</td>
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<td>Broadmore Way/4th Street N</td>
<td>$626,560</td>
<td>7.34%</td>
<td>$626,560</td>
<td>$626,560</td>
<td>50%</td>
<td>$313,280</td>
<td>$313,280</td>
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<tr>
<td>East Karcher Road/N Franklin</td>
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<td>$1,389,900</td>
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<td>$33,750</td>
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<tr>
<td>Happy Valley Road/Flamingo Ave</td>
<td>$250,000</td>
<td>30%</td>
<td>$175,000</td>
<td>$75,000</td>
<td>55%</td>
<td>$221,628</td>
<td>$181,332</td>
</tr>
<tr>
<td>N Kings Road/Garrity</td>
<td>$1,343,200</td>
<td>7.34%</td>
<td>$940,240</td>
<td>$402,960</td>
<td>55%</td>
<td>$221,628</td>
<td>$181,332</td>
</tr>
<tr>
<td>S Midland Blvd/Lake Lowell Ave</td>
<td>$1,260,000</td>
<td>30%</td>
<td>$940,240</td>
<td>$321,760</td>
<td>55%</td>
<td>$693,000</td>
<td>$567,000</td>
</tr>
<tr>
<td>Northside Blvd/4th Street N</td>
<td>$1,020,000</td>
<td>30%</td>
<td>$1,260,000</td>
<td>$240,000</td>
<td>55%</td>
<td>$561,000</td>
<td>$459,000</td>
</tr>
<tr>
<td>39th Street N/ North 39th St and Garrity</td>
<td>$3,931,400</td>
<td>30%</td>
<td>$3,931,400</td>
<td>$0</td>
<td>55%</td>
<td>$2,162,270</td>
<td>$1,769,130</td>
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<tr>
<td>N Broadmore Way/W Railroad Way</td>
<td>$2,950,000</td>
<td>7.34%</td>
<td>$2,950,000</td>
<td>$0</td>
<td>55%</td>
<td>$1,622,500</td>
<td>$1,327,500</td>
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<tr>
<td>N Franklin Blvd/Birch Lane</td>
<td>$1,243,200</td>
<td>30%</td>
<td>$1,243,200</td>
<td>$0</td>
<td>55%</td>
<td>$683,760</td>
<td>$559,440</td>
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<tr>
<td>Idaho Center Blvd/Cherry Lane</td>
<td>$2,455,000</td>
<td>7.34%</td>
<td>$2,455,000</td>
<td>$0</td>
<td>55%</td>
<td>$1,350,250</td>
<td>$1,104,750</td>
</tr>
<tr>
<td>S Midland Blvd/W Iowa Ave</td>
<td>$1,260,000</td>
<td>30%</td>
<td>$1,260,000</td>
<td>$0</td>
<td>55%</td>
<td>$693,000</td>
<td>$567,000</td>
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<tr>
<td>Garrity Blvd/Stamm Lane</td>
<td>$1,437,600</td>
<td>30%</td>
<td>$1,063,320</td>
<td>$314,280</td>
<td>55%</td>
<td>$237,204</td>
<td>$194,076</td>
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<tr>
<td>Sunnybrook Dr/Greenhurst Rd</td>
<td>$1,120,000</td>
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<td>$1,037,792</td>
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<td>$45,214</td>
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<td>12th Ave S/13th Street S</td>
<td>$1,406,000</td>
<td>30%</td>
<td>$984,200</td>
<td>$421,800</td>
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<td>$189,810</td>
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<td>12th Ave Road / Hwy 45 and Locust Lane</td>
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<td>30%</td>
<td>$882,000</td>
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<td>30%</td>
<td>$1,260,000</td>
<td>$0</td>
<td>55%</td>
<td>$693,000</td>
<td>$567,000</td>
</tr>
<tr>
<td>Northside Blvd/Ustick Road</td>
<td>$1,589,000</td>
<td>7.34%</td>
<td>$1,589,000</td>
<td>$0</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
</tr>
</tbody>
</table>
### DRAFT Streets 10-Year Capital Improvement Plan

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Total Cost</th>
<th>Percent Match</th>
<th>Other Agency Costs</th>
<th>City of Nampa Cost (Impact and City Funds)</th>
<th>Percent Impact Fee Eligible</th>
<th>Amount to include in impact fees</th>
<th>Amount from Other City Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>McDermott Road/Ustick Road</td>
<td>$1,589,000</td>
<td></td>
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<td>$1,589,000</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
</tr>
<tr>
<td>16th Ave N (south leg) Cavalry St (north leg)/Garrity Blvd</td>
<td>$922,500</td>
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<td>$645,750</td>
<td>$276,750</td>
<td>55%</td>
<td>$152,213</td>
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<td>Airport Rd/East of N Kings Road</td>
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<td>Can-Ada Road/Ustick Road</td>
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<td>N Franklin Blvd/Cherry Lane</td>
<td>$1,260,000</td>
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<td>$1,260,000</td>
<td>55%</td>
<td>$693,000</td>
<td>$567,000</td>
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<td>Northside Blvd/Karcher Rd</td>
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<td>Star Road/Ustick Road</td>
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<td>$1,589,000</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
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<tr>
<td>Northside Blvd; Karcher to Cherry</td>
<td>$6,960,200</td>
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<td>$6,960,200</td>
<td>70%</td>
<td>$4,872,140</td>
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<tr>
<td>Stamm Lane, Happy Valley, Flamingo; .25 mi. E of Garrity</td>
<td>$2,516,800</td>
<td>30%</td>
<td>$1,761,760</td>
<td>$755,040</td>
<td>100%</td>
<td>$755,040</td>
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<tr>
<td>Greenhurst Rd; Sunnyridge to Happy Valley</td>
<td>$6,910,202</td>
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<td>70%</td>
<td>$4,837,141</td>
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<tr>
<td>SH 16; Franklin Blvd to I-84</td>
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<td>$89,750,000</td>
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<tr>
<td>3rd Avenue North and Franklin Blvd</td>
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<td>20th Street N; Industrial to Franklin Blvd</td>
<td>$5,340,000</td>
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<td>$4,948,044</td>
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<td>Franklin Blvd and 20th Street North Ext (new)</td>
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<tr>
<td>Midland Blvd; Caldwell Blvd to Greenhurst</td>
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<td>70%</td>
<td>$4,607,400</td>
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<td>Northside Blvd; Cherry to Ustick</td>
<td>$3,084,200</td>
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<td>70%</td>
<td>$2,158,940</td>
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<tr>
<td>SH 45 Reroute; 7th Street S to Yale</td>
<td>$25,000,000</td>
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<td>$17,500,000</td>
<td>$7,500,000</td>
<td>50%</td>
<td>$3,750,000</td>
<td>$3,750,000</td>
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</tbody>
</table>

**Total**

- **$194,566,512**
- **$126,593,113**
- **$67,973,399**
- **$40,378,857**
- **$27,594,542**

<table>
<thead>
<tr>
<th>Additional Costs</th>
<th>Total Cost</th>
<th>Percent Match</th>
<th>Other Agency Costs</th>
<th>City of Nampa Cost (Impact and City Funds)</th>
<th>Percent Impact Fee Eligible</th>
<th>Amount to include in impact fees</th>
<th>Amount from Other City Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact Fee Study</td>
<td>$6,000</td>
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<td>$6,000</td>
<td>100%</td>
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<tr>
<td>Travel Demand Model</td>
<td>$350,000</td>
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<td>100%</td>
<td>$350,000</td>
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<td>Minus Fund Balance</td>
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<td>$485,794</td>
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<td>$485,794</td>
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</table>

**Total**

- **$194,436,718**
- **$67,843,605**
- **$40,249,063**
- **$27,594,542**
Streets – Strategic Direction

- $126 million of the total CIP will come from State funds and grants
- $67 million of the total CIP will need to come from City funds = an average of $6.7 million per year (double the current investment level)
- Staff has proposed *including growth-related roadway projects in the streets impact fee calculations*, combined with an *increase in the amount of tax revenues* directed toward road projects annually to achieve the average City investment of $6.7 million per year
- City would increase its annual contribution toward streets through a combination of property tax appropriation, bond reallocation and possible $25 vehicle registration fee increase
- Increasing the scope of the impact fee calculations and the amount of general funds will enable the City to provide the matching funds necessary to receive $37 million in grant funding
This proposal allows all streets users – new growth and existing uses – to share the cost of the infrastructure needed to keep the level of service from declining...
DRAFT Streets Impact Fee Calculation

### Impact Fee Calculation

<table>
<thead>
<tr>
<th>Impact Fee Calculation</th>
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<tbody>
<tr>
<td>Capital Improvement Plan Value</td>
<td>$40,249,063</td>
</tr>
<tr>
<td>Future Land Use Percentages</td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>53%</td>
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<tr>
<td>Multifamily</td>
<td>9%</td>
</tr>
<tr>
<td>Retail</td>
<td>21%</td>
</tr>
<tr>
<td>Office</td>
<td>9%</td>
</tr>
<tr>
<td>Industrial</td>
<td>8%</td>
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</table>

**Allocated Value by Land Use Category**

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Allocated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$21,148,736</td>
</tr>
<tr>
<td>Multifamily</td>
<td>$3,715,303</td>
</tr>
<tr>
<td>Retail</td>
<td>$8,631,403</td>
</tr>
<tr>
<td>Office</td>
<td>$3,562,135</td>
</tr>
<tr>
<td>Industrial</td>
<td>$3,191,485</td>
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**10-Year Growth**

<table>
<thead>
<tr>
<th>Growth Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Single Family (total dwelling units)</td>
<td>7,445</td>
</tr>
<tr>
<td>Multifamily (total dwelling units)</td>
<td>2,255</td>
</tr>
<tr>
<td>Retail (in square feet)</td>
<td>1,260,000</td>
</tr>
<tr>
<td>Office (in square feet)</td>
<td>840,000</td>
</tr>
<tr>
<td>Industrial (in square feet)</td>
<td>2,100,000</td>
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**Impact Fee by Land Use (rounded)**

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (per dwelling unit)</td>
<td>$2,841</td>
</tr>
<tr>
<td>Multifamily (per dwelling unit)</td>
<td>$1,648</td>
</tr>
<tr>
<td>Retail (per square foot)</td>
<td>$6.85</td>
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<tr>
<td>Office (per square foot)</td>
<td>$4.24</td>
</tr>
<tr>
<td>Industrial (per square foot)</td>
<td>$1.52</td>
</tr>
</tbody>
</table>

Hard to compare to current fees – current fees don’t include roadways

In line with streets impact fees assessed by ACHD in Ada County

<table>
<thead>
<tr>
<th>Current Fees</th>
<th>$$ Change</th>
<th>ACHD Fees</th>
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</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$379</td>
<td>$2,462</td>
</tr>
<tr>
<td>Multi Family</td>
<td>$235</td>
<td>$1,413</td>
</tr>
<tr>
<td>Retail</td>
<td>$3.57</td>
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<tr>
<td>Office</td>
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</tr>
<tr>
<td>Industrial</td>
<td>$0.09</td>
<td>$1.43</td>
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How Much Will the City Need to Contribute?

<table>
<thead>
<tr>
<th></th>
<th>Required</th>
<th>Discretionary</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>$</td>
<td>$11,489,639</td>
<td>$11,489,639</td>
</tr>
<tr>
<td>Fire</td>
<td>$</td>
<td>$5,949,500</td>
<td>$5,949,500</td>
</tr>
<tr>
<td>Parks</td>
<td>$390,778</td>
<td>$13,560,850</td>
<td>$13,951,628</td>
</tr>
<tr>
<td>Streets</td>
<td>$27,594,542</td>
<td>TBD</td>
<td>$27,594,542</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$27,985,320</td>
<td>$30,999,989</td>
<td>$58,985,309</td>
</tr>
</tbody>
</table>

- **Police**: $11,489,639 for non-growth related facilities and vehicle replacement, vehicles for increased level of service.
- **Fire**: $5,949,500 for apparatus and equipment replacement.
- **Parks**: $13,951,628 for required contribution to softball lighting; discretionary contribution for soccer park, skate park and trail development (grant funded).
- **Streets**: $27,594,542 for required contribution to all projects, plus additional discretionary general revenue contribution for streets maintenance.

- **Annual amount required over 10-year CIP period**: $2,798,532
- **Annual amount required and discretionary over 10-year CIP period**: $5,898,531

Confirm legislative intent regarding street project funding.
How Do These Fees Compare to other Cities?

- Chart on page 37 of report
- Police fees higher than comps, but other cities are currently updating
- Fire fees lowest of all comps except Boise which funded new stations through general obligation bond
- Parks fees higher than Caldwell/Kuna; similar to Meridian/Eagle/Boise; and lower than Star/Middleton
- Streets fees in line with all Ada County streets fees; Caldwell and Middleton do not currently have streets fees
Advisory Committee has recommended Council adoption of the fees set forth in the report with the following caveats:

1. Revisions to exactions process/credits
2. Negotiate applicable fees for developments approved but not yet constructed
3. Effective date 120 days after adoption
4. Grandfather developments which have already installed frontage improvements
5. Communicate change in fee structure and offsetting reductions to exactions to development community and general public prior to effective date.
NEXT STEPS

In order to adopt the updated impact fees, the City will need to hold two public hearings:

1. Hearing with Planning and Zoning to amend CIPs into the Comprehensive Plan
2. City Council to adopt new fee schedule
DRAFT REPORT
October 8, 2018

City of Nampa, Idaho Impact Fee Study and Capital Improvement Plans

Prepared for
City of Nampa
411 3rd Street South
Nampa, ID 83651

Prepared By
Galena Consulting
Anne Wescott
1925 North Montclair Drive
Boise, ID 83702
Section I. Introduction

This report regarding impact fees for the City of Nampa, Idaho is organized into the following sections:

- An overview of the report’s background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions. Each section follows sequentially.

Background and Objectives

The City of Nampa, Idaho (City) hired Galena Consulting to calculate impact fees for the City’s Police, Fire, Parks and Public Works (Streets) Departments.

This document presents impact fees based on the City’s demographic data and infrastructure costs before credit adjustment; calculates the City’s monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act) which specifically gives cities, towns and counties the authority to levy impact fees. The Idaho Code defines an impact fee as “... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development.”

Purpose of impact fees. The Impact Fee Act includes the legislative finding that “… an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho.”

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law. Some of those restrictions include:
• Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;¹

• Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;²

• Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;³

• Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.⁴

¹ See Section 67-8203(9), Idaho Code. “System improvements” are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include: parks, open space and recreation areas, and related capital improvements; and public safety facilities, including law enforcement, fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

² See Section 67-8202, Idaho Code.

³ As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of “rough proportionality.” Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See Banbury Development Corp. v. South Jordan, 631 P.2d 899 (1981); Dollan v. City of Tigard, 512 U.S. 374 (1994).

⁴ See Sections 67-8202(4) and 67-8203(29), Idaho Code.

⁵ See Section 67-8210(4), Idaho Code.

⁶ See Sections 67-8204(1) and 67-8207, Idaho Code.

⁷ See Section 67-8210(1), Idaho Code.
In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);\(^8\)
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;\(^9\)
- Identification of the growth-related portion of the Police, Fire, Parks and Streets Capital Improvement Plans;\(^10\)
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;\(^11\)
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;\(^12\)
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;\(^13\) and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.\(^14\)

**How should fees be calculated?** State law requires the City to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned

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\(^8\) See Section 67-8205, Idaho Code.

\(^9\) See Section 67-8206(2), Idaho Code.


\(^12\) See Sections 67-8209 and 67-8210, Idaho Code.

\(^13\) See Section 67-8208, Idaho Code.

levels of service do not exceed the current levels of service.\textsuperscript{15} This list and cost of capital improvements constitutes the capital improvement element to be adopted as part of the City’s individual Comprehensive Plan.\textsuperscript{16} Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The City intending to adopt an impact fee must first prepare a capital improvements plan.\textsuperscript{17} To ensure that impact fees are adopted and spent for capital improvements in support of the community’s needs and planning goals, the Impact Fee Act establishes a link between the authority to charge impact fees and certain planning requirements of Idaho’s Local Land Use Planning Act (LLUPA). The local government must have adopted a comprehensive plan per LLUPA procedures, and that comprehensive plan must be updated to include a current capital improvement element.\textsuperscript{18} This study considers the planned capital improvements for the ten-year period from 2019 to the end of 2028 that will need to be adopted as an element the City’s Comprehensive Plan.

Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”\textsuperscript{19} Practically, this concept requires the City to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

\textsuperscript{15} As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the City’s current level of service by quantifying the City’s current investment in capital improvements for each impact fee category, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

\textsuperscript{16} See Sections 67-8203(4) and 67-8208, Idaho Code.

\textsuperscript{17} See Section 67-8208, Idaho Code.

\textsuperscript{18} See Sections 67-8203(4) and 67-8208, Idaho Code.

\textsuperscript{19} See Section 67-8203(23), Idaho Code.
• Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
• Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
• That portion of general tax and other revenues allocated by the City to growth-related system improvements; and
• All other available sources of funding such system improvements.20

Through data analysis and interviews with the City and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2018 to 2028. This is consistent with the Impact Fee Act.21 Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculation is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

• Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit”22 of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”23 The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.24

• A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”25 In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, every impact fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

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21 The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1)(f) and 67-8208(1)(g), Idaho Code.
22 See Section 67-8203(27), Idaho Code.
23 See Section 67-8203(27), Idaho Code.
24 The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.
25 See Section 67-8208(1)(e), Idaho Code.
Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.” The impact fee study team recommends a 10-year time period based on the City’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels. Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act. The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories. Each fee category was charged its pro-rated percentage of the cost of the impact fee study.

The forward-looking 10-year CIPs for Nampa’s Police, Fire, Parks and Streets Departments each include some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the City to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the City?** This includes the number of residents as well as residential and nonresidential land uses.

2. **What is the current level of service provided by the City?** Since an important purpose of impact fees is to help the City achieve its planned level of service, it is necessary to know the levels of service it is currently providing to the community.

3. **What current assets allow the City to provide this level of service?** This provides a current inventory of assets used by the City, such as facilities, land and equipment. In addition, each asset’s replacement value was calculated and summed to determine the total value of the Police, Fire, Parks and Streets current assets.

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26 See Section 67-8208(1)(h).
27 This assumes the planned levels of service do not exceed the current levels of service.
28 The Impact Fee Act allows a broad range of improvements to be considered as “capital” improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67- 8203(28) and 50-1703, Idaho Code.
29 This assumes that the planned level of service does not exceed the current level of service.
4. What is the current investment per residential and nonresidential land use? In other words, how much of each service provider’s current assets’ total value is needed to serve current residential households and nonresidential square feet?

5. What future growth is expected in the City? How many new residential households and nonresidential square footage will the City serve over the CIP period?

6. What new infrastructure is required to serve future growth? For example, how many new engines will be needed by the City of Nampa Fire Department within the next ten years to achieve the planned level of service of the City?30

7. What impact fee is required to pay for the new infrastructure? We calculated an apportionment of new infrastructure costs to future residential and nonresidential land-uses for the City. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the City. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

“GRUM” Analysis

In Nampa, as in any local government, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs are not impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs are generally not entirely impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs are impact fee eligible.

Because there are different reasons why the City invests in capital projects, the study team conducted a “GRUM” analysis on all projects listed in each CIP:

- **Growth.** The “G” in GRUM stands for growth. To determine if a project is solely related to growth, we ask “Is this project designed to maintain the current level of service as growth occurs?” and “Would the City still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the City’s current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.

- **Repair & Replacement.** The “R” in GRUM stands for repair and replacement. We ask, “Is this project related only to fixing existing infrastructure?” and “Would the City still need it if it weren’t growing at all?” “R” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

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30 This assumes the planned level of service does not exceed the current level of service.
· **Upgrade.** The “U” in GRUM stands for upgrade. We ask, “Would this project improve the City’s current level of service?” and “Would the City still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

· **Mixed.** The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The City will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VI of this report.

Exhibits found in Sections III through VI of this report detail all capital improvements planned for purchase over the next ten years by the City.
**Section II. Land Uses**

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2018 through 2028 for the City. These projections were based on current growth estimates from COMPASS as well as recommendations from City Staff.

The study team also gathered growth projections for the boundaries of the City combined with the boundaries of the Nampa Rural Fire District. This data and its purpose will be explained further in Section IV regarding fire impact fees.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee’s annual review is to account for these inconsistencies. As each CIP is tied to the City’s land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and future population for the City.

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2028</th>
<th>Net Growth</th>
<th>Annual Growth Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>101,820</td>
<td>124,062</td>
<td>22,242</td>
<td>2.2%</td>
</tr>
</tbody>
</table>

Nampa currently has approximately 101,820 persons residing within the existing City limits. Over the next ten years, we expect the City to grow by approximately 22,242 persons, or at an annual growth rate of 2.2 percent.

The following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the City. We expect the City to have 40,000 residential households and 14.9 million nonresidential square feet by 2028 based on existing growth rates.
Exhibit II-2.
Current and Future Land Uses, Nampa, Idaho

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2028</th>
<th>Net Growth</th>
<th>Net Growth in Square Feet (1)</th>
<th>Percent of Total Growth in SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>101,820</td>
<td>124,062</td>
<td>22,242</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential (in units)</td>
<td>30,300</td>
<td>40,000</td>
<td>9,700</td>
<td>17,145,000</td>
<td>80%</td>
</tr>
<tr>
<td>Nonresidential (in square feet)</td>
<td>10,716,923</td>
<td>14,916,923</td>
<td>4,200,000</td>
<td>4,200,000</td>
<td>20%</td>
</tr>
<tr>
<td>Total Square Footage Growth =</td>
<td>21,345,000</td>
<td></td>
<td></td>
<td>21,345,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

As shown above, Nampa is expected to grow by approximately 9,700 residential units and 4,200,000 nonresidential square feet over the next ten years. Eighty percent of this growth is attributable to residential land uses, while the remaining twenty percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the City.
Section III.
Police Department

In this section, we calculate impact fees for the City of Nampa Police Department following the seven-question method outlined in Section I of this report.

1. Who is currently served by the City of Nampa Police Department?

As shown in Exhibit II-2, the Police Department currently serves 30,300 residential units and approximately 10.7 million square feet of nonresidential land use found within Nampa.

2. What is the current level of service provided by the Police Department?

The Nampa Police Department currently provides a level of service of 1.15 sworn officers per 1,000 Nampa residents. This was calculated by dividing 117 current officers by the current population of 101,820/1,000. As the City grows, additional infrastructure and equipment will be needed to achieve the Department’s planned level of service. Based on conversations with City Staff, it is the City’s objective to increase its level of service to 1.5 officers per 1,000 population. As explained in Section I, however, impact fees can only be used to fund capital improvements that enable the City to continue its current level of service of 1.15 sworn officers per 1,000 population. The City has not finalized its plans for funding the operations and capital costs associated with the increase in the level of service and as such we do not include these in this report.

3. What current assets allow the Nampa Police Department to provide this level of service?

The following Exhibit III-1 displays the current assets of the Nampa Police Department.

Exhibit III-1.
Current Assets – Nampa Police Department

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>Square Feet</th>
<th>Replacement Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Administration/Main Station</td>
<td>48,000</td>
<td>$12,560,000</td>
</tr>
<tr>
<td>Stampede Substation plus 1 acre land</td>
<td>2,000</td>
<td>$550,000</td>
</tr>
<tr>
<td>Family Justice Center plus .64 acres land</td>
<td>1,080</td>
<td>$302,000</td>
</tr>
<tr>
<td>Ridgecrest antenna/repeater site plus land</td>
<td>240</td>
<td>$102,500</td>
</tr>
<tr>
<td>NNU 300 sf, St Als 600 sf</td>
<td>900</td>
<td>n/a</td>
</tr>
<tr>
<td>Vehicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patrol and other vehicles</td>
<td></td>
<td>$2,857,600</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RADAR trailer and equipment</td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Bomb trailers and equipment</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Evidence Lab Trailer</td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>Weaponry and Riot Gear</td>
<td></td>
<td>$175,000</td>
</tr>
<tr>
<td>AFI (2)</td>
<td></td>
<td>$25,000</td>
</tr>
<tr>
<td>Communications System/dispatch</td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Total Infrastructure</td>
<td>52,220</td>
<td>$19,587,100</td>
</tr>
<tr>
<td>Plus Impact Fee study</td>
<td></td>
<td>$6,188</td>
</tr>
<tr>
<td>Plus Fund Balance</td>
<td></td>
<td>$820,800</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT INVESTMENT</strong></td>
<td></td>
<td><strong>$20,414,088</strong></td>
</tr>
</tbody>
</table>
As shown above, the Police Department currently owns approximately $20.4 million of eligible current assets. These assets are used to provide the Department’s current level of service.

4. **What is the current investment per residential unit and nonresidential square foot for the Nampa Police Department?**

The City has already invested $566 per residential unit and $0.31 per nonresidential square foot in order to provide the current level of service. This figure is derived by allocating the value of the Police Department’s current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a “check” to see if future residents will be paying for infrastructure at a level commensurate with what existing residents have invested in infrastructure.

5. **What future growth is expected in Nampa?**

As shown in Exhibit II-2, the City of Nampa is expected to grow by 22,242 people, 9,700 residential units and 4.2 million square feet of nonresidential land use over the next ten years.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit III-2 displays the capital improvements needed to support growth by the Nampa Police Department over the next ten years.

**Exhibit III-2.**  
**Nampa Police Department CIP 2019-2028**

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>Square Footage</th>
<th>CIP Value</th>
<th>Growth Portion</th>
<th>Amount to Include in Fees</th>
<th>Amount from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Facility - growth portion</td>
<td>18,200</td>
<td>$4,022,200</td>
<td>100%</td>
<td>$4,022,200</td>
<td>$-</td>
</tr>
<tr>
<td>Police Training Facility</td>
<td>29,913</td>
<td>$5,875,839</td>
<td>0%</td>
<td>$-</td>
<td>$5,875,839</td>
</tr>
<tr>
<td>Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Replacement</td>
<td></td>
<td>$4,983,800</td>
<td>0%</td>
<td>$-</td>
<td>$4,983,800</td>
</tr>
<tr>
<td>13 patrol vehicles - Growth Related (2 per car)</td>
<td>$819,000</td>
<td>$819,000</td>
<td>100%</td>
<td>$819,000</td>
<td>$-</td>
</tr>
<tr>
<td>Additional 10 patrol vehicles for increase in service level</td>
<td>$630,000</td>
<td>$630,000</td>
<td>0%</td>
<td>$-</td>
<td>$630,000</td>
</tr>
<tr>
<td>Ancillary Equipment - Growth Related</td>
<td>$258,000</td>
<td>$258,000</td>
<td>100%</td>
<td>$258,000</td>
<td>$-</td>
</tr>
<tr>
<td>Total Infrastructure</td>
<td></td>
<td>$16,588,839</td>
<td>$5,099,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus Impact Fee Study</td>
<td></td>
<td>$6,000</td>
<td>100%</td>
<td>$6,000</td>
<td>$-</td>
</tr>
<tr>
<td>Plus Standard of Cover Analysis</td>
<td>$50,000</td>
<td>$50,000</td>
<td>100%</td>
<td>$50,000</td>
<td>$-</td>
</tr>
<tr>
<td>Minus Fund Balance</td>
<td>$820,800</td>
<td>$820,800</td>
<td></td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td><strong>TOTAL GROWTH RELATED CIP</strong></td>
<td>$15,824,039</td>
<td>$4,334,400</td>
<td></td>
<td></td>
<td>$11,489,639</td>
</tr>
</tbody>
</table>

As shown above, the total cost of the Nampa Police Department’s Capital Improvement Plan from 2019-2028 is approximately $15.8 million. $4.3 million of this amount is directly related to supporting the 26 new officer positions and related support staff need to continue the current level of service of 1.15 officers per 1,000 residents. This includes office space, parking, patrol vehicles and ancillary equipment.
The City is currently analyzing the most effective way to provide the necessary space for the 26 growth-related officers. One possible option will be to take over space in the existing Public Safety Building currently inhabited by other City departments, including the Fire Department. In this event, impact fee revenues would pay for capital costs associated with relocating the Fire Department. Another option would be to build or buy and improve a building outside of the downtown area to allow for a precinct service delivery model. The $4 million included in the Police Department CIP for growth-related officer space is based on a continuation of the current ratio of space per officer and ancillary support staff and functions.

The remaining $11.5 million in the CIP is the price for the Police Department to replace existing fleet, purchase patrol vehicles for any additional officers funded in order to increase the service level, and fund a police training facility. While a portion of the training facility will be related to growth, the facility is in its planning stages. Therefore, these costs are not attributed to growth or included in the fee calculations at this time. The Police Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67-8207(I)(iv)(2)(h).

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Nampa Police Department.

Exhibit III-3. Nampa Police Department Fee Calculation

<table>
<thead>
<tr>
<th>Impact Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount to Include in Fee Calculation $4,334,400</td>
</tr>
<tr>
<td>Distribution of Future Land Use Growth</td>
</tr>
<tr>
<td>Residential</td>
</tr>
<tr>
<td>Nonresidential</td>
</tr>
<tr>
<td>Future Assets by Land Use</td>
</tr>
<tr>
<td>Residential</td>
</tr>
<tr>
<td>Nonresidential</td>
</tr>
<tr>
<td>Future Land Use Growth</td>
</tr>
<tr>
<td>Residential</td>
</tr>
<tr>
<td>Nonresidential</td>
</tr>
<tr>
<td>Impact Fee per Unit</td>
</tr>
<tr>
<td>Residential</td>
</tr>
<tr>
<td>Nonresidential</td>
</tr>
</tbody>
</table>

As shown above, we have calculated impact fees for the Nampa Police Department at $359 per residential unit and $0.21 per nonresidential square foot. Fees not to exceed these amounts are recommended for the Department. The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.
The City has not been charging police impact fees for the past three years as it was decided to stop collecting until a long-term funding plan for new officers could be determined and space needs identified. This funding plan is now in place and the collection of fees is necessary to ensure the current service level does not continue to decrease.
Section IV.
Fire Department/Rural Fire District

In this section, we calculate fire impact fees. The City of Nampa has been collecting fire impact fees more than a decade for growth within the City boundaries. The Fire Department also provides its services on contract to the Nampa Rural Fire District, which encompasses the Nampa Area of Impact outside City boundaries. The Department and the District utilize the same capital infrastructure for response and a decision has been made by the City of Nampa and the Nampa Rural Fire District Commission to analyze the assessment of impact fees to new development within the District at the same rate as that which is assessed to new development in the City so that growth in the City is not subsidizing costs created by growth in the District.

The Legislature gave taxing districts the authority to collect impact fees in an amendment to State Statute several years ago. Because Districts do not issue building permits, however, they were given the authority to have the City or County collect on their behalf. In the case of the Nampa Fire District, development permits are issued by Canyon County. The County Commission has indicated a willingness to collect and will be reviewing impact fee proposals by seven rural fire districts later this year.

Therefore, this section refers to the projected growth and capital needs for the combined Nampa Fire Department/Nampa Rural Fire District following the seven-question method outlined in Section I of this report.

1. Who is currently served by the Nampa Fire Department/Nampa Rural Fire District?

As shown below, the Nampa Fire Department and Nampa Rural Fire District currently serve 121,320 people; 36,103 residential units and approximately 10.7 million square feet of nonresidential land use within their combined boundaries.

Exhibit IV-1.
Current and Future Land Uses – Nampa Fire Department/Nampa Rural Fire District

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2028</th>
<th>Net Growth</th>
<th>Net Growth in Square Feet (1)</th>
<th>Percent of Growth in SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>121,320</td>
<td>155,549</td>
<td>34,229</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential (in units)</td>
<td>36,103</td>
<td>49,370</td>
<td>13,267</td>
<td>26,534,278</td>
<td>85%</td>
</tr>
<tr>
<td>Nonresidential (in square feet)</td>
<td>10,716,923</td>
<td>15,316,923</td>
<td>4,600,000</td>
<td>4,600,000</td>
<td>15%</td>
</tr>
<tr>
<td>Total Square Footage Growth =</td>
<td></td>
<td></td>
<td></td>
<td>31,134,278</td>
<td>100%</td>
</tr>
</tbody>
</table>
2. What is the current level of service provided by the Nampa Fire Department/Nampa Rural Fire District?

Nampa’s Fire Department provides a level of service of a 90 percent fractile response time of 5 minutes and 26 seconds to its residents and the residents of the Nampa Rural Fire District. As the City and unincorporated area grows, additional infrastructure and equipment will be needed to sustain the Department’s current level of service.

3. What current assets allow the Nampa Fire Department/Nampa Rural Fire District to provide this level of service?

The following Exhibit IV-2 displays the current assets of the Nampa Fire Department/Nampa Rural Fire District.

Exhibit IV-2. Current Assets – Nampa Fire Department/Nampa Rural Fire District

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>Square Feet</th>
<th>Replacement Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Administration</td>
<td>7,200</td>
<td>$1,884,000</td>
</tr>
<tr>
<td>Fire Station #1 (.48 acres land)</td>
<td>15,000</td>
<td>$4,524,000</td>
</tr>
<tr>
<td>Fire Station #2 (.74 acres land)</td>
<td>5,000</td>
<td>$1,537,000</td>
</tr>
<tr>
<td>Fire Station #3 (.74 acre land)</td>
<td>5,000</td>
<td>$1,537,000</td>
</tr>
<tr>
<td>Fire Station #4 (2 acres land)</td>
<td>6,500</td>
<td>$2,050,000</td>
</tr>
<tr>
<td>Fire Station #5 (2 acres land owned by airport)</td>
<td>8,761</td>
<td>$2,629,300</td>
</tr>
<tr>
<td>Fire Station #6 Land (District-owned)</td>
<td>-</td>
<td>$75,000</td>
</tr>
<tr>
<td>North Parcel (District-owned)</td>
<td></td>
<td>$75,000</td>
</tr>
<tr>
<td>Fire Safe House</td>
<td>1,250</td>
<td>$120,000</td>
</tr>
<tr>
<td>Training Facility</td>
<td>1,200</td>
<td>$120,000</td>
</tr>
<tr>
<td>2 Storage sheds and garage</td>
<td>240</td>
<td>$66,450</td>
</tr>
<tr>
<td>Burn cell</td>
<td>96</td>
<td>$45,000</td>
</tr>
<tr>
<td>Training Tower</td>
<td>6,600</td>
<td>$1,320,000</td>
</tr>
<tr>
<td>SCBA trainer</td>
<td>495</td>
<td>$66,375</td>
</tr>
<tr>
<td>Confined space props</td>
<td></td>
<td>$22,000</td>
</tr>
<tr>
<td>Drafting pit</td>
<td></td>
<td>$33,000</td>
</tr>
<tr>
<td>Apparatus/Vehicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Pumpers (3 reserve)</td>
<td></td>
<td>$5,200,000</td>
</tr>
<tr>
<td>2 Trucks (1 reserve)</td>
<td></td>
<td>$1,300,000</td>
</tr>
<tr>
<td>1 Water Tender</td>
<td></td>
<td>$350,000</td>
</tr>
<tr>
<td>1 Squad Truck</td>
<td></td>
<td>$222,000</td>
</tr>
<tr>
<td>1 Brush Truck</td>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>Support Vehicles</td>
<td></td>
<td>$390,000</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCBAs</td>
<td></td>
<td>$400,000</td>
</tr>
<tr>
<td>Cardiac Monitors</td>
<td></td>
<td>$161,000</td>
</tr>
<tr>
<td>Total Infrastructure</td>
<td>57,342</td>
<td>$24,226,125</td>
</tr>
<tr>
<td>Plus Impact Fee Study</td>
<td></td>
<td>$6,188</td>
</tr>
<tr>
<td>Plus Fund Balance</td>
<td></td>
<td>$1,193,676</td>
</tr>
<tr>
<td>TOTAL CURRENT INVESTMENT</td>
<td></td>
<td>$25,425,989</td>
</tr>
</tbody>
</table>

As shown above, the Nampa Fire Department/Nampa Rural Fire District currently own approximately $25 million of eligible current assets. These assets are used to provide the current level of service.
4. **What is the current investment per residential unit and nonresidential square foot?**

The Nampa Fire Department/Nampa Rural Fire District has already invested $613 per residential unit and $0.31 per nonresidential square foot. This figure is derived by allocating the value of the Fire Department and District’s current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a “check” to see if future residents will be paying for infrastructure at a level commensurate with what existing residents have invested in infrastructure.

5. **What future growth is expected in the Nampa Fire Department/Nampa Rural Fire District?**

As shown in Exhibit IV-1, the City of Nampa and Nampa Rural Fire District is expected to grow by approximately 13,267 residential units and 4.6 million square feet of nonresidential land use over the next ten years.

More important than the number of new development units is their location. Fire station are sited to ensure travel times are within desired service levels. As areas outside of the core of the city grow, additional stations are added to fill the service response gaps. The following Exhibit IV-3 shows the location of the existing five Nampa fire stations, which were sited geographically over time to respond to calls within a three-minute drive time radius. This does not mean that all calls for service within those existing station areas receive response within 3 minutes. Additional minutes accumulate for dispatch and turnout, and engines may already be responding to another incident within their station area, or in an area that is not currently adequately covered by a station. In 2017, only 40% of all calls had a first unit arrival within 5 minutes, and almost half of all calls for service occurred while units were committed to other incidents.
City staff routinely collects and analyzes call for service data to ensure desired service levels are being met. In 2017, over 25% of all incidents occurred outside of an existing fire station’s coverage radius. Exhibit IV-4 shows the location of these incidents. The clusters of these incidents provide direction to the Department as to where the next fire stations to be built should be located.
6. **What new infrastructure is required to serve future growth?**

The following Exhibit IV-5 displays the capital improvements planned for purchase by the Nampa Fire Department/Nampa Rural Fire District over the next ten years.
Exhibit IV-5.
Nampa Fire Department/Nampa Rural Fire District CIP 2019-2028

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>CIP Value</th>
<th>Growth Portion</th>
<th>Amount to Include in Fees</th>
<th>Amount from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Facilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station #6 - Southwest</td>
<td>$ 3,000,000</td>
<td>100%</td>
<td>$ 3,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Fire Station #7 - location TBD</td>
<td>$ 4,000,000</td>
<td>100%</td>
<td>$ 4,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Remodel Station #2 and #4 for squad vehicle capability</td>
<td>$ 150,000</td>
<td>100%</td>
<td>$ 150,000</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Engine for Fire Station #6</td>
<td>$ 650,000</td>
<td>100%</td>
<td>$ 650,000</td>
<td>$ -</td>
</tr>
<tr>
<td>1 Engine for Fire Station #7</td>
<td>$ 650,000</td>
<td>100%</td>
<td>$ 650,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Quint/ladder truck for growth</td>
<td>$ 800,000</td>
<td>100%</td>
<td>$ 800,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Squad vehicle</td>
<td>$ 230,000</td>
<td>100%</td>
<td>$ 230,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Growth related support vehicles</td>
<td>$ 228,000</td>
<td>100%</td>
<td>$ 228,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Scheduled apparatus/vehicle replacement</td>
<td>$ 5,052,000</td>
<td>0%</td>
<td>$ -</td>
<td>$ 5,052,000</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCBA Replacement</td>
<td>$ 600,000</td>
<td>0%</td>
<td>$ -</td>
<td>$ 600,000</td>
</tr>
<tr>
<td>SCBA for Stations #6 and #7</td>
<td>$ 114,000</td>
<td>100%</td>
<td>$ 114,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Station #1 Air Compressor</td>
<td>$ 45,000</td>
<td>0%</td>
<td>$ -</td>
<td>$ 45,000</td>
</tr>
<tr>
<td>2 additional Cardiac Monitors</td>
<td>$ 46,000</td>
<td>100%</td>
<td>$ 46,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Cardiac Monitor Replacement - 1 per year</td>
<td>$ 252,500</td>
<td>0%</td>
<td>$ -</td>
<td>$ 252,500</td>
</tr>
<tr>
<td>Growth-Related Research - Standard of Cover update</td>
<td>$ 40,000</td>
<td>100%</td>
<td>$ 40,000</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL GROWTH RELATED CIP</strong></td>
<td>$ 15,857,500</td>
<td>$ 9,908,000</td>
<td>$ 5,949,500</td>
<td>$ -</td>
</tr>
</tbody>
</table>

As shown above, the Nampa Fire Department/Nampa Rural Fire District plan to purchase approximately $14.7 million in stations, apparatus and equipment over the next ten years, $8.7 million of which is impact fee eligible. The majority of this cost is attributable to the construction of two new fire stations identified in Exhibit IV-3. Station #6 will be located off Roosevelt between Midland and Middleton Roads, alleviating the most prominent area of concern indicated in Exhibit IV-4. The location of Station #7 will be determined based on continued collection and analysis of call data. Based on current data this station is likely to either be in the southeast or northwest area of the service area.

These new assets will allow the Nampa Fire Department/Nampa Rural Fire District to sustain the current level of service in the future. The commencement and completion dates for the Fire Department’s growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining approximately $6.0 million is the price for the Department/District to replace existing apparatus, vehicles and other equipment. Replacement of existing capital is not eligible for inclusion in the impact fee calculations. The Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

7. **What impact fee is required to pay for the new capital improvements?**

The following Exhibit IV-6 takes the projected future growth from Exhibit IV-1 and the growth-related CIP from Exhibit IV-5 to calculate impact fees for the Nampa Fire Department/Nampa Rural Fire District.
Exhibit IV-6.
Nampa Fire Department/Nampa Rural Fire District Fee Calculation

<table>
<thead>
<tr>
<th>Impact Fee Calculation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount to Include in Fee Calculation</td>
<td>$8,720,324</td>
</tr>
<tr>
<td>Distribution of Future Land Use Growth</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>85%</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>15%</td>
</tr>
<tr>
<td>Future Assets by Land Use</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 7,431,921</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ 1,288,403</td>
</tr>
<tr>
<td>Future Land Use Growth</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>13,267</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>4,600,000</td>
</tr>
<tr>
<td>Impact Fee per Unit</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 560</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ 0.28</td>
</tr>
</tbody>
</table>

As shown above, we have calculated impact fees for the Nampa Fire Department at $560 per residential unit and $0.28 per nonresidential square foot. Fees not to exceed these amounts are recommended for the Department/District. The Department/District cannot assess fees greater than the amounts shown above. The Department/District may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department/District used other revenues to make up the difference.
Section V. Parks Department

In this section, we calculate impact fees for the Nampa Parks Department following the seven-question method outlined in Section I of this report.

1. Who is currently served by the Nampa Parks Department?

As shown in Exhibit II-2, the Parks Department currently serves 30,300 residential units. More importantly for the Parks Department, Nampa currently serves 101,820 residents.

2. What is the current level of service provided by the Nampa Parks Department?

Nampa’s Parks Department currently provides a level of service of 3.2 acres of developed parks per 1,000 population.

3. What current assets allow the Nampa’s Parks Department to provide this level of service?

The following Exhibit V-1 displays the current assets of the Nampa’s Parks Department.

Exhibit V-1. Current Assets – Nampa Parks Department

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>Size of Park (acres)</th>
<th>Replacement Value (in $)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Paths &amp; Trails ($120,500/acre)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developed Paved pathways</td>
<td>51.79</td>
<td>$6,240,695</td>
</tr>
<tr>
<td><strong>subtotal</strong></td>
<td>51.79</td>
<td><strong>$6,240,695</strong></td>
</tr>
<tr>
<td><strong>Neighborhood &amp; Pocket Parks ($248,000/acre in land and development costs)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maplewood Park</td>
<td>2.31</td>
<td>$572,880</td>
</tr>
<tr>
<td>Starr Park</td>
<td>0.38</td>
<td>$94,240</td>
</tr>
<tr>
<td>West Roosevelt Park</td>
<td>2.18</td>
<td>$540,640</td>
</tr>
<tr>
<td>Wilson Creek Park</td>
<td>12.17</td>
<td>$3,018,160</td>
</tr>
<tr>
<td>South Fork Park</td>
<td>5.46</td>
<td>$1,354,080</td>
</tr>
<tr>
<td>Port Meadows Park</td>
<td>0.53</td>
<td>$131,440</td>
</tr>
<tr>
<td>Osborne (Royal Meadows) Park</td>
<td>13.85</td>
<td>$3,434,800</td>
</tr>
<tr>
<td>Stampede Park</td>
<td>11.44</td>
<td>$2,837,120</td>
</tr>
<tr>
<td>City Acres</td>
<td>1.3</td>
<td>$322,400</td>
</tr>
<tr>
<td>McDonagh Park</td>
<td>14.05</td>
<td>$3,484,400</td>
</tr>
<tr>
<td>Mary Ellen's Meadows Park</td>
<td>1.92</td>
<td>$476,160</td>
</tr>
<tr>
<td>Maple Grove Park</td>
<td>11.76</td>
<td>$2,916,480</td>
</tr>
<tr>
<td>Sunset Oaks</td>
<td>5.53</td>
<td>$1,371,440</td>
</tr>
<tr>
<td>Eastside Park</td>
<td>3.88</td>
<td>$962,240</td>
</tr>
<tr>
<td>Hunter Park</td>
<td>1.17</td>
<td>$290,160</td>
</tr>
<tr>
<td>Indian Creek Park</td>
<td>2.73</td>
<td>$677,040</td>
</tr>
<tr>
<td>Kings Road Park</td>
<td>2.74</td>
<td>$679,520</td>
</tr>
<tr>
<td><strong>subtotal</strong></td>
<td>93.4</td>
<td><strong>$23,163,200</strong></td>
</tr>
</tbody>
</table>
As shown above, the Nampa’s Parks Department currently owns approximately $109 million of eligible current assets. These assets are used to provide the Department’s current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

The Nampa Parks Department has already invested $3,653 per residential unit based on the value of the current assets divided by the number of existing residential units. Parks assets are only allocated to residential land uses since they are the primary users of Parks infrastructure.

We will compare our final impact fee with this figure to determine if the two results will be similar; this represents a “check” to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.
5. What future growth is expected in the Nampa Parks Department?

As shown in Exhibit II-2, the City of Nampa is expected to grow by approximately 22,242 residents and 9,700 residential units over the next ten years.

6. What new infrastructure is required to serve future growth?

The following Exhibit V-2 displays the capital improvements planned for purchase by the Nampa Parks Department over the next ten years.

**Exhibit V-2. Nampa Parks Department CIP 2019-2028**

<table>
<thead>
<tr>
<th>Type of Capital Infrastructure</th>
<th>CIP Value (1)</th>
<th>Growth Portion</th>
<th>Amount to Include in Fees</th>
<th>Amount from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Park Acreage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of 69 City-owned acres (Orah Brandt, Midway, Dog Park)</td>
<td>$15,387,000</td>
<td>100%</td>
<td>69</td>
<td>$15,387,000</td>
</tr>
<tr>
<td>Trail Development - funded by TAP grant</td>
<td>$1,850,850</td>
<td>0%</td>
<td>14</td>
<td>-</td>
</tr>
<tr>
<td>Parks Amenities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Pool to serve new growth</td>
<td>$2,800,000</td>
<td>100%</td>
<td>-</td>
<td>$2,800,000</td>
</tr>
<tr>
<td>Soccer Park 45 acres</td>
<td>$11,160,000</td>
<td>0%</td>
<td>45</td>
<td>-</td>
</tr>
<tr>
<td>Lighting for Adult Softball</td>
<td>$500,000</td>
<td>22%</td>
<td>-</td>
<td>$109,222</td>
</tr>
<tr>
<td>1 Skate park</td>
<td>$750,000</td>
<td>0%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Equipment and Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Growth related equipment and vehicles</td>
<td>$375,638</td>
<td>100%</td>
<td>-</td>
<td>$375,638</td>
</tr>
<tr>
<td>Total Infrastructure</td>
<td>$32,323,486</td>
<td>$18,371,858</td>
<td>$13,951,628</td>
<td></td>
</tr>
<tr>
<td>Plus Cost of Fee-Related Research</td>
<td>$6,000</td>
<td>100%</td>
<td>-</td>
<td>$6,000</td>
</tr>
<tr>
<td>Minus Existing Assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>$1,893,227</td>
<td>100%</td>
<td>-</td>
<td>$1,893,227</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$30,436,259</td>
<td>$16,484,631</td>
<td>$13,951,628</td>
<td></td>
</tr>
</tbody>
</table>

As shown above, the Nampa Parks Department plans to purchase approximately $30.4 million in capital improvements over the next ten years, $16.5 million of which is impact fee eligible. The primary use of these funds is to develop 69 acres of park facilities to continue the current level of service of 3.2 acres per 1,000 population, as well as add one pool and lighting to the Skyview athletic fields to serve new growth. The commencement and completion dates for the Parks Department’s growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining approximately $14 million is the price for the Department to continue trail development, build a soccer park, pay for lighting for adult softball facilities, and add one skate park to address an existing deficiency. None of these capitals are eligible for inclusion in the impact fee calculations. The Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit V-3 takes the projected future growth from Exhibit II-2 and the growth-related CIP from Exhibit V-2 to calculate impact fees for the Nampa Parks Department.
Exhibit V-3. Nampa Parks Department Fee Calculation

<table>
<thead>
<tr>
<th>Impact Fee Calculation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount to Include in Fee Calculation (1)</td>
<td>$ 16,484,631</td>
</tr>
<tr>
<td>Distribution of Future Land Use Growth (2)</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>100%</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>0%</td>
</tr>
<tr>
<td>Future Assets by Land Use</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 16,484,631</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ -</td>
</tr>
<tr>
<td>Future Land Use Growth (2)</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>9,700</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>-</td>
</tr>
<tr>
<td>Impact Fee per Unit</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 1,699</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ -</td>
</tr>
</tbody>
</table>

As shown above, we have calculated impact fees for the Nampa Parks Department at $1,699 per residential unit. The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

We are pleased to report the fees displayed in Exhibit V-3 are significantly lower than the current investment of $3,653 identified earlier in this section. This indicates future growth is only paying its proportionate share of future infrastructure purchases. This fee does represent a $446 increase per residential unit over the current fee of $1,242 resulting from the increase in service level the City made over the past five years from general funds.
Section VI.
Streets, Bridges and Intersections

In this section, we calculate impact fees for the Nampa Streets Department following the seven-question method outlined in Section I of this report.

1. Who is currently served by the Nampa Streets Department?

As shown in Exhibit II-2, the Streets Department currently serves 101,820 residents. These residents live in 25,755 single-family units averaging 2,000 square feet each, and 4,545 multifamily units averaging 1,000 square feet each. In addition, the City’s streets system serves an additional 10.7 million square feet of nonresidential land use.

Unlike police, fire, and parks fee calculations in which fees are calculated for residential units and nonresidential square feet, roadway fees are calculated for residential and nonresidential land uses based on street and facility usages generated by each land use type. Exhibit VI-1 below shows the specific allocation of existing and projected square feet for Nampa by land use type over the next ten years.

Exhibit VI-1.
Nampa Growth Projections by Square Feet and Land Use—2019-2028

<table>
<thead>
<tr>
<th>Land Use</th>
<th>2018 Square Feet</th>
<th>2028 Square Feet</th>
<th>10-Year Increase in Square Feet</th>
<th>Percent of Total Growth in SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>56,055,000</td>
<td>73,200,000</td>
<td>17,145,000</td>
<td>80%</td>
</tr>
<tr>
<td>Single-Family</td>
<td>51,510,000</td>
<td>66,400,000</td>
<td>14,890,000</td>
<td>70%</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>4,545,000</td>
<td>6,800,000</td>
<td>2,255,000</td>
<td>11%</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>10,716,923</td>
<td>14,916,923</td>
<td>4,200,000</td>
<td>20%</td>
</tr>
<tr>
<td>Retail</td>
<td>4,608,277</td>
<td>5,868,277</td>
<td>1,260,000</td>
<td>6%</td>
</tr>
<tr>
<td>Office</td>
<td>1,500,369</td>
<td>2,340,369</td>
<td>840,000</td>
<td>4%</td>
</tr>
<tr>
<td>Industrial</td>
<td>4,608,277</td>
<td>6,708,277</td>
<td>2,100,000</td>
<td>10%</td>
</tr>
<tr>
<td>Total Square Footage Growth =</td>
<td>21,345,000</td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

Based on this distribution of square feet, we calculate trip generation based on rates from the Institute of Transportation Engineers’ Trip Generation Manual. The trip generation rates estimate the number of p.m. peak hour trips generated by particular land uses. Peak hour trips are appropriate for this calculation because street infrastructure is sized to provide a specific level of service during peak usage hours. Since peak hour trips will be used to distribute infrastructure costs, peak hour estimates should be employed.

Exhibit VI-2 below presents trip generation rates for land uses in the City of Nampa.
Exhibit VI-2. Trip Generation Rates by Land Use Category

<table>
<thead>
<tr>
<th>Land Use</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Single Family Units (*1.26)</td>
<td></td>
</tr>
<tr>
<td>Multi-Family Units (*0.73)</td>
<td></td>
</tr>
<tr>
<td>Nonresidential per 1,000 sf</td>
<td></td>
</tr>
<tr>
<td>Retail/Commercial (*3.04)</td>
<td></td>
</tr>
<tr>
<td>Office (*1.88)</td>
<td></td>
</tr>
<tr>
<td>Industrial (*0.67)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
Reflects weekday traffic generation patterns, weekday p.m. peak hour trip rate formula.

2. What is the current level of service provided by the Nampa Streets Department?

Nampa’s street system currently operates at a level of service “D”, which means that while many streets are increasingly congested, they are not yet at capacity. Some streets facilities in the City meet and/or exceed level of service D, while other may be at a level of service E or F. Additional streets infrastructure is needed to sustain and not worsen the current level of service as growth occurs and vehicle trips increase.

3. What current assets allow Nampa’s Streets Department to provide this level of service?

The following Exhibit VI-3 displays the current assets of the Nampa’s Streets Department.
As shown above, Nampa’s Streets Department currently owns approximately $1.5 billion of eligible current assets. These assets are used to provide the Department’s current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

By dividing the total replacement value of the current capital assets of the Nampa Streets Department by the number of current households and non-residential square feet whose owners have invested in these assets, we can determine that the City has invested $44,294 per existing single-family residential unit; $22,147 per existing multi-family residential unit; and $22.15 per existing non-residential square foot.

We will compare our final impact fee with this figure to determine if the two results will be similar; this represents a “check” to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. What future growth is expected in the Nampa Streets Department?

As shown in Exhibit II-2, the City of Nampa is expected to grow by approximately 9,700 residential units and approximately 4.2 million non-residential square feet.

6. What new infrastructure is required to serve future growth?

Nampa’s Transportation Master Plan identifies over $275 million in roadway congestion project needs over the next ten years to avoid decreasing levels of service. Successful grantmaking by city staff would make approximately $125 million of these projects eligible for State and other grant funding. Of the remaining $150 million, almost $100 million is growth related, with the remaining $50 million needed to address existing deficiencies.
Staff has presented a plan to the City Council identifying new revenues sources to increase the amount of non-impact fee revenues allocated to streets projects each year. Staff has estimated that these new revenues will allow the City to fund approximately $35 million of the non-growth portion of the most urgent growth-related projects with the approval of the funding plan by City Council.

The list of projects included in the proposed capital improvement plan for 2019-2028 then, has been fiscally constrained to match this amount of City funding. As such, the resulting impact fee liability has also been reduced.

Exhibit IV-4 identifies the resulting capital improvement plan for Nampa Streets for the next ten years. Of a list of 42 roadway and intersection projects totaling almost $195 million, $127 million (65%) will be funded by State and other grants; $40 million (21%) is impact fee eligible; and the remaining $27 million (13%) will come from revenue sources from all city taxpayers.
### Exhibit VI-4. Nampa Streets Department CIP 2019–2028

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Total Cost</th>
<th>Percent Match</th>
<th>Other Agency Costs</th>
<th>City of Nampa Cost (Impact and City Funds)</th>
<th>Percent Impact Fee Eligible</th>
<th>Amount to include in impact fees</th>
<th>Amount from Other City Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middleton/Smith</td>
<td>$747,000</td>
<td>$692,170</td>
<td>$54,830</td>
<td>55%</td>
<td>$30,156</td>
<td>$24,673</td>
<td></td>
</tr>
<tr>
<td>Holly/Colorado</td>
<td>$845,000</td>
<td>$782,977</td>
<td>$62,023</td>
<td>55%</td>
<td>$34,113</td>
<td>$27,910</td>
<td></td>
</tr>
<tr>
<td>Middleton/Lonestar</td>
<td>$1,300,000</td>
<td>$1,204,580</td>
<td>$95,420</td>
<td>55%</td>
<td>$52,481</td>
<td>$42,939</td>
<td></td>
</tr>
<tr>
<td>5 Kings Road/E Victory Road</td>
<td>$1,589,000</td>
<td>$1,589,000</td>
<td>$0</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
<td></td>
</tr>
<tr>
<td>N Midland Blvd/Marketplace Blvd</td>
<td>$1,530,000</td>
<td>$1,530,000</td>
<td>$0</td>
<td>55%</td>
<td>$841,500</td>
<td>$688,500</td>
<td></td>
</tr>
<tr>
<td>Happy Valley Road/Flamingo Ave</td>
<td>$1,266,600</td>
<td>$1,226,600</td>
<td>$40,000</td>
<td>55%</td>
<td>$674,630</td>
<td>$551,970</td>
<td></td>
</tr>
<tr>
<td>N Kings Road/Garrity</td>
<td>$2,866,500</td>
<td>$2,006,550</td>
<td>$859,950</td>
<td>55%</td>
<td>$472,973</td>
<td>$386,978</td>
<td></td>
</tr>
<tr>
<td>S Midland Blvd/W Railroad Way</td>
<td>$1,343,200</td>
<td>$940,240</td>
<td>$402,960</td>
<td>55%</td>
<td>$221,628</td>
<td>$181,332</td>
<td></td>
</tr>
<tr>
<td>N Franklin Blvd/Birch Lane</td>
<td>$1,260,000</td>
<td>$1,260,000</td>
<td>$0</td>
<td>55%</td>
<td>$693,000</td>
<td>$567,000</td>
<td></td>
</tr>
<tr>
<td>Sunnybrook Dr/Greenhurst Rd</td>
<td>$1,437,600</td>
<td>$1,006,320</td>
<td>$411,280</td>
<td>55%</td>
<td>$237,204</td>
<td>$194,076</td>
<td></td>
</tr>
<tr>
<td>12th Ave S/33rd Street S</td>
<td>$1,406,000</td>
<td>$984,200</td>
<td>$421,800</td>
<td>55%</td>
<td>$231,990</td>
<td>$189,810</td>
<td></td>
</tr>
<tr>
<td>Northside Blvd/Cherry Lane</td>
<td>$1,260,000</td>
<td>$882,000</td>
<td>$378,000</td>
<td>55%</td>
<td>$207,900</td>
<td>$170,100</td>
<td></td>
</tr>
<tr>
<td>Northside Blvd/Utstick Road</td>
<td>$1,589,000</td>
<td>$1,589,000</td>
<td>$0</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
<td></td>
</tr>
<tr>
<td>Project Description</td>
<td>Total Cost</td>
<td>Percent Match</td>
<td>Other Agency Costs</td>
<td>City of Nampa Cost (Impact and City Funds)</td>
<td>Percent Impact Fee Eligible</td>
<td>Amount to include in impact fees</td>
<td>Amount from Other City Sources</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------</td>
<td>---------------</td>
<td>-------------------</td>
<td>-------------------------------------------</td>
<td>-----------------------------</td>
<td>-------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>McDermott Road/Ustick Road</td>
<td>$1,589,000</td>
<td></td>
<td></td>
<td>$1,589,000</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
</tr>
<tr>
<td>16th Ave N (south leg) Cavalry St (north leg)/Garity Blvd</td>
<td>$922,500</td>
<td></td>
<td>$645,750</td>
<td>$276,750</td>
<td>55%</td>
<td>$152,213</td>
<td>$124,538</td>
</tr>
<tr>
<td>Airport Rd/East of N Kings Road</td>
<td>$900,000</td>
<td></td>
<td>$900,000</td>
<td>$900,000</td>
<td>55%</td>
<td>$495,000</td>
<td>$405,000</td>
</tr>
<tr>
<td>Can-Ada Road/Ustick Road</td>
<td>$2,156,150</td>
<td></td>
<td>$2,156,150</td>
<td>$2,156,150</td>
<td>55%</td>
<td>$1,185,883</td>
<td>$970,268</td>
</tr>
<tr>
<td>N Franklin Blvd/Cherry Lane</td>
<td>$1,286,400</td>
<td></td>
<td>$1,286,400</td>
<td>$1,286,400</td>
<td>55%</td>
<td>$707,520</td>
<td>$578,880</td>
</tr>
<tr>
<td>Northside Blvd/Karcher Rd</td>
<td>$1,589,000</td>
<td></td>
<td>$1,589,000</td>
<td>$1,589,000</td>
<td>55%</td>
<td>$873,950</td>
<td>$715,050</td>
</tr>
<tr>
<td>Northside Blvd, Karcher to Cherry</td>
<td>$6,960,200</td>
<td></td>
<td>$6,960,200</td>
<td>$6,960,200</td>
<td>70%</td>
<td>$4,872,140</td>
<td>$2,088,060</td>
</tr>
<tr>
<td>Stamm Lane, Happy Valley, Flamingo; .25 mi. E of Garrity</td>
<td>$2,516,800</td>
<td>30%</td>
<td>$1,763,760</td>
<td>$755,040</td>
<td>100%</td>
<td>$755,040</td>
<td>-</td>
</tr>
<tr>
<td>Greenhurst Rd; Sunnyridge to Happy Valley</td>
<td>$6,910,202</td>
<td></td>
<td>$6,910,202</td>
<td>$6,910,202</td>
<td>70%</td>
<td>$4,837,141</td>
<td>$2,073,061</td>
</tr>
<tr>
<td>SH 16; Franklin Blvd to I-84</td>
<td>$90,000,000</td>
<td></td>
<td>$89,750,000</td>
<td>$250,000</td>
<td>100%</td>
<td>$250,000</td>
<td>-</td>
</tr>
<tr>
<td>3rd Avenue North and Franklin Blvd</td>
<td>$250,000</td>
<td>7.34%</td>
<td>$231,650</td>
<td>$18,350</td>
<td>100%</td>
<td>$18,350</td>
<td>-</td>
</tr>
<tr>
<td>20th Street N; Industrial to Franklin Blvd</td>
<td>$5,340,000</td>
<td>7.34%</td>
<td>$4,948,044</td>
<td>$391,956</td>
<td>100%</td>
<td>$391,956</td>
<td>-</td>
</tr>
<tr>
<td>Franklin Blvd and 20th Street North Ext (new)</td>
<td>$706,000</td>
<td>7.34%</td>
<td>$654,180</td>
<td>$51,820</td>
<td>100%</td>
<td>$51,820</td>
<td>-</td>
</tr>
<tr>
<td>Midland Blvd; Caldwell Blvd to Greenhurst</td>
<td>$8,020,000</td>
<td></td>
<td>$8,020,000</td>
<td>$8,020,000</td>
<td>70%</td>
<td>$4,607,400</td>
<td>$3,412,600</td>
</tr>
<tr>
<td>Northside Blvd; Cherry to Ustick</td>
<td>$3,084,202</td>
<td></td>
<td>$3,084,202</td>
<td>$3,084,202</td>
<td>70%</td>
<td>$2,158,940</td>
<td>$925,260</td>
</tr>
<tr>
<td>SH 45 Reroute; 7th Street S to Yale</td>
<td>$25,000,000</td>
<td>30%</td>
<td>$17,500,000</td>
<td>$7,500,000</td>
<td>50%</td>
<td>$3,750,000</td>
<td>$3,750,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$194,566,512</strong></td>
<td></td>
<td><strong>$126,593,113</strong></td>
<td><strong>$67,973,399</strong></td>
<td></td>
<td><strong>$40,378,857</strong></td>
<td><strong>$27,594,542</strong></td>
</tr>
<tr>
<td>Impact Fee Study</td>
<td>$6,000</td>
<td></td>
<td>$6,000</td>
<td>$6,000</td>
<td>100%</td>
<td>$6,000</td>
<td>-</td>
</tr>
<tr>
<td>Travel Demand Model</td>
<td>$350,000</td>
<td></td>
<td>$350,000</td>
<td>$350,000</td>
<td>100%</td>
<td>$350,000</td>
<td>-</td>
</tr>
<tr>
<td>Minus Fund Balance</td>
<td>$485,794</td>
<td></td>
<td>$485,794</td>
<td>$485,794</td>
<td></td>
<td>$485,794</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$194,436,718</strong></td>
<td></td>
<td><strong>$67,843,605</strong></td>
<td></td>
<td></td>
<td><strong>$40,249,063</strong></td>
<td><strong>$27,594,542</strong></td>
</tr>
</tbody>
</table>
7. **What impact fee is required to pay for the new capital improvements?**

As noted above, the calculation of roadway impact fees is based on the projected number of trips each land-use type will generate in the next ten years. Using the current land use by square foot within Nampa found in Exhibit VI-1, and the trip generation figures from Exhibit VI-2, total current trips can be distributed to each land use. Exhibit VI-5 below displays the projected trip generation distribution.

**Exhibit VI-5. Nampa Distribution by Weighted Trip Generation**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>New Development</th>
<th>Weighted Trip Generation Factor</th>
<th>Percent Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family Units (*1.26)</td>
<td>7,445</td>
<td>9,376</td>
<td>53%</td>
</tr>
<tr>
<td>Multi-Family Units (*0.73)</td>
<td>2,255</td>
<td>1,647</td>
<td>9%</td>
</tr>
<tr>
<td>Nonresidential per 1,000 sf</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail/Commercial (*3.04)</td>
<td>1,260</td>
<td>3,827</td>
<td>21%</td>
</tr>
<tr>
<td>Office (*1.88)</td>
<td>840</td>
<td>1,579</td>
<td>9%</td>
</tr>
<tr>
<td>Industrial (*0.67)</td>
<td>2,100</td>
<td>1,415</td>
<td>8%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>17,844</td>
<td>100%</td>
</tr>
</tbody>
</table>

As shown above, the number of daily trips in Nampa is expected to increase by approximately 17,844 trips by 2028. 53% of those trips will be for single-family residential uses; 9% will be for multi-family residential uses; 21% will be for retail uses; 9% will be for office uses; and 8% will be for industrial uses.

Exhibit VI-6 below uses the growth-related CIP from Exhibit VI-4 and the weighted trip generation figures from Exhibit VI-5 to calculate streets impact fees for the City of Nampa.
Exhibit VI-6. Nampa Streets Department Fee Calculation

<table>
<thead>
<tr>
<th>Impact Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvement Plan Value</td>
</tr>
</tbody>
</table>

**Future Land Use Percentages**
- Single Family: 53%
- Multifamily: 9%
- Retail: 21%
- Office: 9%
- Industrial: 8%

**Allocated Value by Land Use Category**
- Single Family: $21,148,736
- Multifamily: $3,715,303
- Retail: $8,631,403
- Office: $3,562,135
- Industrial: $3,191,485

**10-Year Growth**
- Single Family (total dwelling units): 7,445
- Multifamily (total dwelling units): 2,255
- Retail (in square feet): 1,260,000
- Office (in square feet): 840,000
- Industrial (in square feet): 2,100,000

**Impact Fee by Land Use (rounded)**
- Single Family (per dwelling unit): $2,841
- Multifamily (per dwelling unit): $1,648
- Retail (per square foot): $6.85
- Office (per square foot): $4.24
- Industrial (per square foot): $1.52

The impact fees in each land use category are significantly less than what existing users have paid into the asset inventory, but represent an increase over current Streets impact fees for two primary reasons.

First, current streets impact fees are only assessed to recover the cost of intersection and bridge/culvert projects. The City of Nampa has never included roadway projects in its impact fee calculations, instead choosing to try to fund the growth-related portion from grants, tax revenues, or exactions. Unfortunately, this decision has led to deferred roadway project needs and a decreasing level of service as there has not been adequate other funds to cover growth’s “share” of the cost of the roadway projects. The Administration has determined that including roadway projects in the impact fee calculations is essential to ensure current levels of service do not decrease further. These types of projects add significant cost to the CIP.
Second, the Administration has made a policy decision that it will increase their own contribution to alleviating congested streets and protecting the City’s streets infrastructure. This will allow the City to further increase the scope of the capital improvement plan, which will require a larger investment from new growth proportionate to their demand on the roadway system.

The City recently completed an update of its Transportation Master Plan, which identified over $275 million in roadway congestion project needs over the next 10 years to avoid decreasing levels of service. Successful grantmaking by city staff would make approximately $125 million of these projects eligible for State and other grant funding. Of the remaining $150 million, almost $100 million is growth-related, and the remaining $50 million would need to come from the Streets Fund and other general revenues.

Staff has presented a plan to the City Council identifying new revenue sources to increase the amount of non-impact fee revenues allocated to streets projects each year, and has estimated that it will be able to fund approximately $35 million of the non-growth portion of the most urgent projects with the approval of the funding plan by City Council. The list of projects then, was fiscally constrained to match this amount of City funding, and the resulting impact fee liability was also reduced.

The resulting capital improvement program for Nampa Streets for the next 10 years is attached. Of a list of 42 roadway and intersection projects totaling almost $195 million, $127 million (65%) will be funded by State and other grants, $41 million (21%) is impact-fee eligible, and the remaining $26 million (13%) will come from revenue sources from all city taxpayers and streets users.

These fees cannot reasonably be compared to those currently being charged by the City of Nampa, primarily because a) roadways have never been included in the impact fees and are a significant portion of the cost; and b) the City has made a policy decision to increase their own contribution to alleviating congested streets and protecting their roadway infrastructure, therefore increasing the reach of the capital improvement plan and requiring a larger investment from growth proportionate to their demand on the roadway system.
**Section VII. Summary**

The following Exhibit VII-1 summarizes the calculated Impact Fees for the City of Nampa.

**Exhibit VII-1. City of Nampa Impact Fee Summary**

<table>
<thead>
<tr>
<th></th>
<th>Impact Fee</th>
<th>Current Fees</th>
<th>% Change</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Police Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 359</td>
<td>$ -</td>
<td></td>
<td>$ 359</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ 0.21</td>
<td>$ -</td>
<td></td>
<td>$ 0.21</td>
</tr>
<tr>
<td><strong>Fire Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 560</td>
<td>$ 185</td>
<td>203%</td>
<td>$ 375</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ 0.28</td>
<td>$ 0.12</td>
<td>133%</td>
<td>$ 0.16</td>
</tr>
<tr>
<td><strong>Parks Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 1,699</td>
<td>$ 1,242</td>
<td>37%</td>
<td>$ 457</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Streets Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-Family</td>
<td>$ 2,841</td>
<td>$ 379</td>
<td>650%</td>
<td>$ 2,462</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$ 1,648</td>
<td>$ 235</td>
<td>601%</td>
<td>$ 1,413</td>
</tr>
<tr>
<td>Retail</td>
<td>$ 6.85</td>
<td>$ 3.57</td>
<td>92%</td>
<td>$ 3.28</td>
</tr>
<tr>
<td>Office</td>
<td>$ 4.24</td>
<td>$ 0.48</td>
<td>783%</td>
<td>$ 3.76</td>
</tr>
<tr>
<td>Industrial</td>
<td>$ 1.52</td>
<td>$ 0.09</td>
<td>1589%</td>
<td>$ 1.43</td>
</tr>
<tr>
<td><strong>TOTAL IMPACT FEE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-Family</td>
<td>$ 5,459</td>
<td>$ 1,806</td>
<td>202%</td>
<td>$ 3,653</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$ 4,266</td>
<td>$ 1,662</td>
<td>157%</td>
<td>$ 2,604</td>
</tr>
<tr>
<td>Retail</td>
<td>$ 7.34</td>
<td>$ 3.69</td>
<td>99%</td>
<td>$ 3.65</td>
</tr>
<tr>
<td>Office</td>
<td>$ 4.73</td>
<td>$ 0.60</td>
<td>688%</td>
<td>$ 4.13</td>
</tr>
<tr>
<td>Industrial</td>
<td>$ 2.01</td>
<td>$ 0.21</td>
<td>855%</td>
<td>$ 1.80</td>
</tr>
</tbody>
</table>

A comparison of the proposed fees to similar fees in Caldwell, Boise, Meridian, Eagle, Star, Kuna, Middleton and the Ada County Highway District is provided in Exhibit VII-2:
## Exhibit VII-2. Impact Fee Comparisons

### FOR DISCUSSION PURPOSES ONLY

<table>
<thead>
<tr>
<th></th>
<th>City of Nampa</th>
<th>City of Caldwell</th>
<th>City of Boise/ ACHD</th>
<th>City of Meridian/ ACHD</th>
<th>City of Eagle/ Fire District/ ACHD</th>
<th>City of Star/ Fire District/ ACHD</th>
<th>City of Kuna/ Fire District/ ACHD</th>
<th>City of Middleton/ Fire/Parks Distri</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Police</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per Residential Unit</td>
<td>$359</td>
<td>$116</td>
<td>$235</td>
<td>$223</td>
<td>$-</td>
<td>$-</td>
<td>$90</td>
<td>$-</td>
</tr>
<tr>
<td>per Non-Residential sf</td>
<td>$0.21</td>
<td>$0.12</td>
<td>$0.20</td>
<td>$0.12</td>
<td>$-</td>
<td>$-</td>
<td>$0.04</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Fire</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per Residential Unit</td>
<td>$560</td>
<td>$568</td>
<td>$526</td>
<td>$681</td>
<td>$828</td>
<td>$794</td>
<td>$701</td>
<td>$873</td>
</tr>
<tr>
<td>per Non-Residential sf</td>
<td>$0.28</td>
<td>$0.10</td>
<td>$0.15</td>
<td>$0.35</td>
<td>$0.33</td>
<td>$0.38</td>
<td>$0.35</td>
<td>$0.44</td>
</tr>
<tr>
<td><strong>Parks</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per residential unit</td>
<td>$1,699</td>
<td>$925</td>
<td>$1,390</td>
<td>$1,113</td>
<td>$1,333</td>
<td>$2,050</td>
<td>$983</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Streets</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per single-family residential unit</td>
<td>$2,841</td>
<td>exacted #</td>
<td>$2,904</td>
<td>$2,904</td>
<td>$2,904</td>
<td>$2,904</td>
<td>$2,904</td>
<td>exacted</td>
</tr>
<tr>
<td>per multi-family residential unit</td>
<td>$1,648</td>
<td>exacted #</td>
<td>$1,683</td>
<td>$1,683</td>
<td>$1,683</td>
<td>$1,683</td>
<td>$1,683</td>
<td>exacted</td>
</tr>
<tr>
<td>per retail/commercial sf</td>
<td>$6.85</td>
<td>exacted #</td>
<td>$7.87 $7.87 &amp;</td>
<td>$7.87 $7.87 &amp;</td>
<td>$7.87 $7.87 &amp;</td>
<td>$7.87 $7.87 &amp;</td>
<td>$7.87 $7.87 &amp;</td>
<td>exacted</td>
</tr>
<tr>
<td>per office sf</td>
<td>$4.24</td>
<td>exacted #</td>
<td>$4.23 $4.23 &amp;</td>
<td>$4.23 $4.23 &amp;</td>
<td>$4.23 $4.23 &amp;</td>
<td>$4.23 $4.23 &amp;</td>
<td>$4.23 $4.23 &amp;</td>
<td>exacted</td>
</tr>
<tr>
<td>per industrial sf</td>
<td>$1.52</td>
<td>exacted #</td>
<td>$1.58 $1.58 &amp;</td>
<td>$1.58 $1.58 &amp;</td>
<td>$1.58 $1.58 &amp;</td>
<td>$1.58 $1.58 &amp;</td>
<td>$1.58 $1.58 &amp;</td>
<td>exacted</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per single-family residential unit</td>
<td>$5,459</td>
<td>$1,609</td>
<td>$5,055</td>
<td>$4,921</td>
<td>$5,065</td>
<td>$5,748</td>
<td>$4,678</td>
<td>$2,873</td>
</tr>
<tr>
<td>per multi-family residential unit</td>
<td>$4,266</td>
<td>$1,609</td>
<td>$3,834</td>
<td>$3,700</td>
<td>$3,844</td>
<td>$4,527</td>
<td>$3,457</td>
<td>$2,873</td>
</tr>
<tr>
<td>per retail/commercial sf</td>
<td>$7.34</td>
<td>$0.22</td>
<td>$8.22</td>
<td>$8.34</td>
<td>$8.20</td>
<td>$8.25</td>
<td>$8.26</td>
<td>$0.44</td>
</tr>
<tr>
<td>per office sf</td>
<td>$4.73</td>
<td>$0.22</td>
<td>$4.58</td>
<td>$4.70</td>
<td>$4.56</td>
<td>$4.61</td>
<td>$4.62</td>
<td>$0.44</td>
</tr>
<tr>
<td>per industrial sf</td>
<td>$2.01</td>
<td>$0.22</td>
<td>$1.93</td>
<td>$2.05</td>
<td>$1.91</td>
<td>$1.96</td>
<td>$1.97</td>
<td>$0.44</td>
</tr>
</tbody>
</table>
City Participation

Because not all the capital improvements listed in the CIPs are 100 percent growth-related, the City would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue and any shared facility amount need to be subtracted from the total CIP value. Exhibit VII-3 divides the City’s participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The City can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible must be funded in order to maintain the integrity of the impact fee program.

Exhibit VII-3.
City of Nampa Participation Summary, 2019-2028

<table>
<thead>
<tr>
<th></th>
<th>Required</th>
<th>Discretionary</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>$ -</td>
<td>$11,489,639</td>
<td>$11,489,639</td>
</tr>
<tr>
<td>Fire</td>
<td>$ -</td>
<td>$5,949,500</td>
<td>$5,949,500</td>
</tr>
<tr>
<td>Parks</td>
<td>$390,778</td>
<td>$13,560,850</td>
<td>$13,951,628</td>
</tr>
<tr>
<td>Streets</td>
<td>$27,594,542</td>
<td>TBD</td>
<td>$27,594,542</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$27,985,320</td>
<td>$30,999,989</td>
<td>$58,985,309</td>
</tr>
</tbody>
</table>

The total amount the City would be required to contribute over 10 years, should the City adopt fees at the calculated amount, will be approximately $28 million for streets and parks improvements. The City could also choose to fund the discretionary infrastructure of $31 million for additional capital improvements over the 10-year period. While City has the option to fund these capital improvements over the 10-year period, these payments are not required.

Implementation Recommendations

As City Council evaluates whether or not to adopt the Capital Improvement Plans and impact fees presented in this report, we also offer the following information for your consideration. Please note that this information will be included each individual impact fee enabling ordinance.
Capital Improvements Plan. Should the Advisory Committee recommend this study to City Council and should City Council adopt the study, the City should revise its existing Capital Improvement Plans using the information in this study. A revised capital improvement plan would then be presented to the City for adoption as an element of the Comprehensive Plan pursuant to the procedures of the Local Land Use Planning Act.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, City Council should review the proposed Impact Fee Ordinance for adoption as reviewed and recommended by the Advisory Committee.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City Council to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various city zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the City assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the City receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the City’s General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor’s impact fees should be reduced dollar for dollar. This means that the City will either credit the donor or reimburse the donor for that portion of the impact fee.

Grants. If a grant is expected and regular, the growth-related portion of that grant amount should be reflected upfront in the fee calculations, meaning that the impact fees will be lower in anticipation of the contribution. If the grant is speculative or uncertain, this should not be reflected up-front in the fee calculations since the entity cannot count on those dollars as it undergoes capital planning.

The rational nexus is still maintained because the unexpected higher fund balance, due to the receipt of a grant, is deducted from the calculations as a "down payment on the CIP" when the fee study is updated.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer’s choice, be reimbursed from impact fees collected in the future. This prevents “double dipping” by the City.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the City aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.
**Impact fee accounting.** The City should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

**Spending policy.** The City should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected to *partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

**Update procedures.** The City is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the City invests in additional infrastructure beyond what is listed in this report, and/or as the City’s projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill’s Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

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37 See Section 67-8209(3), Idaho Code.
38 See Section 67-8209(4), Idaho Code.
To: Mayor Kling and City Council

From: Beth Ineck

Date: January 16, 2019

RE: Public Hearing Item 8-3 Developmental Impact Fees

Over the last year economic development has participated in the ongoing development of the proposed impact fee schedule. The City of Nampa has many needs with limited financial resources to improve infrastructure. In many ways we have fallen behind the infrastructure capacity of our neighboring communities because we have not required growth to pay their fair share of these costs. The departments have diligently worked to identify the true impact of growth and how that corresponds to development patterns. Economic development has participated in the growth projections and reviewed the fee schedule and how Nampa compares to the neighboring communities.

When new businesses are evaluating their site location decisions development fees are not in the first round of questions. Area Development, a leading publication in site selection, publishes a top ten list of factors from surveys of CEOs on what is most important in that process.

The list last published in February of 2017 identifies the following top factors of consideration:

1. Availability of Skilled Labor
2. Highway Accessibility
3. Quality of Life
4. Construction Costs
5. Available Buildings
6. Labor Costs
7. Corporate Tax Rate
8. Proximity to Major Markets
9. State and Local Incentives
10. Energy Availability and Costs

Most recently in 2018 the City of Nampa had three companies choose Nampa for major investments. NxEdge has purchased the building on Cherry and Madison with plans to rehab the building and ultimately construct additional space. Autovol is in the process of building a new 400,000 square foot manufacturing facility on Star Road to manufacture modular buildings. Cordova Outdoors also recently located their manufacturing operations to Nampa with the construction of a new addition onto their building. In all three location decisions overall costs are certainly evaluated but they are evaluated over a ten to fifteen-year proforma for initial capital expenditures and ongoing operation costs. Nampa sites are compared to our counterparts in Boise, Meridian and Caldwell, but even more often decisions come
down to a site in Nampa or a site in another state. We compete against Reno Nevada as often as we compete against another valley city.

As reflected in the Area Development survey availability of skilled labor and the cost of labor are two of the most critical factors. The ongoing operational costs and the business climate are of much greater concern than the one time up front impact fee paid at time of construction. Businesses understand that every municipality must pay for and provide adequate infrastructure and services.

The impact fee schedule proposed better aligns Nampa with the rates charged by Meridian and Boise and achieves a more equitable process for growth to help pay for itself and does not create a longer term financial burden on all tax payers in Nampa. Economic Development is supportive of the proposed changes.